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# **CONTRACT PROVISIONS AND PLANS**

**FOR AGGREGATE PRODUCTION AT:**

## **BAUER QUARRY**

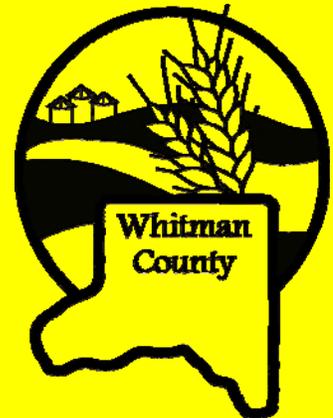
### **C.R.C.P. No. 166**

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**WHITMAN COUNTY  
DEPARTMENT OF  
PUBLIC WORKS**

**COLFAX, WASHINGTON**





WHITMAN COUNTY  
Department of Public Works

Mailing Address:  
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BAUER QUARRY  
C.R.C.P. No. 166

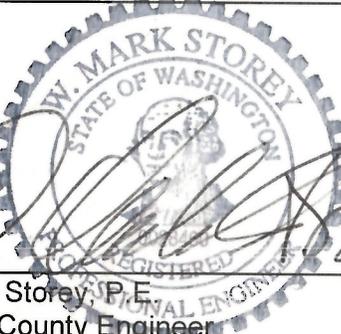
NOTICE TO ALL PLAN HOLDERS

Attached are the plans and specifications for the above referenced project. Questions may be addressed to the Whitman County Engineering Department at the Whitman County Engineer's Office, North 310 Main, Second Floor of the Public Service Building, Colfax, Washington.

PLAN FEE: \$40.00 (Non-Refundable)

APPROVED:

9-26-2017  
Date

  
W. Mark Storey, P.E.  
Director/County Engineer  
EXPIRES 9-22-2018



**TABLE OF CONTENTS**  
BAUER QUARRY  
C.R.C.P. No. 166

	<u>PAGE</u>
INTRODUCTION	1
<b>AMENDMENTS TO THE STANDARD SPECIFICATIONS</b>	
SECTION 1-02, BID PROCEDURES AND CONDITIONS	1
SECTION 1-04, SCOPE OF WORK	2
SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC	2
SECTION 1-08, PROSECUTION AND PROGRESS	5
SECTION 1-09, MEASUREMENT AND PAYMENT	6
SECTION 1-10, TEMPORARY TRAFFIC CONTROL	6
<b>SPECIAL PROVISIONS</b>	
INTRODUCTION TO THE SPECIAL PROVISIONS	7
<b>DIVISION 1</b>	
<b>GENERAL REQUIREMENTS</b>	
<b>DESCRIPTION OF WORK</b>	
LOCATION OF PROJECT	7
DESCRIPTION OF WORK	7
<b>DEFINITIONS AND TERMS</b>	
DEFINITIONS	8
<b>BID PROCEDURES AND CONDITIONS</b>	
QUALIFICATIONS OF BIDDER	10
PLANS AND SPECIFICATIONS	10
PROPOSAL FORMS	10
PREPARATION OF PROPOSAL	11
BID DEPOSIT	11
DELIVERY OF PROPOSAL	11

	<u>PAGE</u>
WITHDRAWING, REVISING, OR SUPPLEMENTING PROPOSAL	12
PUBLIC OPENING OF PROPOSALS	13
IRREGULAR PROPOSALS	13
DISQUALIFICATION OF BIDDERS	14
PRE AWARD INFORMATION	14
<b>AWARD AND EXECUTION</b>	
CONTRACT BOND	15
JUDICIAL REVIEW	16
<b>SCOPE OF THE WORK</b>	
CHANGED CONDITIONS	16
<b>CONTROL OF WORK</b>	
NOTIFICATION	16
REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK	16
FINAL INSPECTION	17
SUPERINTENDENTS, LABOR AND EQUIPMENT OF CONTRACTOR	18
COOPERATION WITH OTHER CONTRACTORS	18
METHOD OF SERVING NOTICES	19
WATER AND POWER	19
<b>LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC</b>	
LAWS TO BE OBSERVED	19
STATE SALES TAX	20
STATE TAXES	21
SAND AND GRAVEL PERMIT	21
PRIVATE/PUBLIC PROPERTY	22
UTILITIES AND SIMILAR FACILITIES	22

	<u>PAGE</u>
UTILITY RELOCATIONS	22
PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE	22
BLASTING PERMIT	26
OPACITY	26
PUBLIC CONVENIENCE AND SAFETY	26
RIGHTS OF WAY	27
<b>PROSECUTION AND PROGRESS</b>	
PRELIMINARY MATTERS	28
HOURS OF WORK	28
NOTICE TO PROCEED AND PROSECUTION OF THE WORK	29
TIME FOR COMPLETION	29
LIQUIDATED DAMAGES	30
<b>MEASUREMENT AND PAYMENT</b>	
MEASUREMENT	31
PAYMENTS	31
RECLAMATION AND RETAINAGE	32
PAYMENT FOR SURPLUS PROCESSED MATERIALS	33
TIME LIMITATION AND JURISDICTION	33
CLAIMS \$250,000 OR LESS	33
ADMINISTRATION OF ARBITRATION	33
<b>DIVISION 3</b>	
<b>PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING</b>	
<b>PRODUCTION FROM QUARRY AND PIT SITES</b>	
PRODUCTION AND CONSTRUCTION REQUIREMENTS	34
REJECT MATERIALS	34

	<u>PAGE</u>
<b>STOCKPILING AGGREGATES</b>	
STOCKPILE SITES PROVIDED BY THE CONTRACTING AGENCY	35
PREPARATION AND CONSTRUCTION OF STOCKPILE SITES	35
<b>GENERAL SPECIALS</b>	
PORTABLE TESTING LABORATORY	35
WATER AND POWER	36
<b>APPENDIX A</b>	
STATE WAGE RATES	
<b>APPENDIX B</b>	
PROPOSAL	
PROPOSAL BOND	

## **INTRODUCTION**

JANUARY 4, 2016

The following Amendments and Special Provisions shall be used in conjunction with the 2016 Standard Specifications for Road, Bridge, and Municipal Construction.

### **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

The following Amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications. For informational purposes, the date following each Amendment title indicates the implementation date of the Amendment or the latest date of revision.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project.

## **SECTION 1-02, BID PROCEDURES AND CONDITIONS**

JUNE 1, 2017

### **1-02.4(1) General**

The first sentence of the last paragraph is revised to read:

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business on the Thursday preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

### **1-02.6 Preparation of Proposal**

In this section, "Disadvantaged Business Enterprise" is revised to read "Underutilized Disadvantaged Business Enterprise", and "DBE" is revised to read "UDBE".

### **1-02.9 Delivery of Proposal**

The last sentence of the third paragraph is revised to read:

The Contracting Agency will not open or consider any Proposal when the Proposal or Bid deposit is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals unless an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received.

The following new paragraph is inserted before the last paragraph:

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

### **1-02.12 Public Opening of Proposals**

This section is supplemented with the following new paragraph:

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be opened at the time indicated in the call for Bids the time

specified for opening of Proposals will be deemed to be extended to the same time of day on the first work day on which the normal work processes of the Contracting Agency resume.

### **1-02.13 Irregular Proposals**

In this section, “Disadvantaged Business Enterprise” is revised to read “Underutilized Disadvantaged Business Enterprise”, and “DBE” is revised to read “UDBE”.

## **SECTION 1-04, SCOPE OF THE WORK**

JUNE 1, 2017

### **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda**

The following new paragraph is inserted before the second to last paragraph:

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Bid advertisement date, unless otherwise stated or as required by law.

### **1-04.3 Reference Information**

This section is supplemented with the following new sentence:

If a document that is provided as reference information contains material also included as a part of the Contract, that portion of the document shall be considered a part of the Contract and not as Reference Information.

### **1-04.4(2)A General**

Item number 4 in the third paragraph is revised to read:

4. Provide substitution for deleted or reduced Condition of Award Work, Apprentices Utilization and Training.

## **SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

JANUARY 3, 2017

### **1-07.1 Laws to be Observed**

In the second to last sentence of the third paragraph, “WSDOT” is revised to read “Contracting Agency”.

### **1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax**

The last three sentences of the first paragraph are deleted and replaced with the following new sentence:

The Contractor (Prime or Subcontractor) shall include sales or use tax on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project, in the unit bid prices.

### **1-07.3(1) Forest Fire Prevention**

This section is supplemented with the following new subsections:

### **1-07.3(1)A Fire Prevention Control and Countermeasures Plan**

The Contractor shall prepare and implement a project-specific fire prevention, control, and countermeasures plan (FPCC Plan) for the duration of the project. The Contractor shall submit a Type 2 Working Drawing no later than the date of the preconstruction conference.

#### **1-07.3(1)A1 FPCC Plan Implementation Requirements**

The Contractor's FPCC Plan shall be fully implemented at all times. The Contractor shall update the FPCC Plan throughout project construction so that the plan reflects actual site conditions and practices. The Contractor shall update the FPCC Plan at least annually and maintain a copy of the updated FPCC Plan that is available for inspection on the project site. Revisions to the FPCC Plan and the Industrial Fire Precaution Level (IFPL) shall be discussed at the weekly project safety meetings.

#### **1-07.3(1)A2 FPCC Plan Element Requirements**

The FPCC Plan shall include the following:

1. The names, titles, and contact information for the personnel responsible for implementing and updating the plan.
2. The names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a fire.
3. All potential fire causing activities such as welding, cutting of metal, blasting, fueling operations, etc.
4. The location of fire extinguishers, water, shovels, and other firefighting equipment.
5. The response procedures the Contractor shall follow in the event of a fire.

Most of Washington State is covered under the IFPL system which, by law, is managed by the Department of Natural Resources (DNR). It is the Contractor's responsibility to be familiar with the DNR requirements and to verify whether or not IFPL applies to the specific project.

If the Contractor wishes to continue a work activity that is prohibited under an industrial fire precaution level, the Contractor shall obtain a waiver from the DNR and provide a copy to the Engineer prior to continuation of work on the project.

If the IFPL requirements prohibit the Contractor from performing Work the Contractor may be eligible for an unworkable day in accordance with Section 1-08.5.

The Contractor shall comply with the requirements of these provisions at no additional cost to the Contracting Agency.

### **1-07.8 High-Visibility Apparel**

The last paragraph is revised to read:

High-visibility garments shall be labeled as, and in a condition compliant with the ANSI/ISEA 107 (2004 or later version) and shall be used in accordance with manufacturer recommendations.

### **1-07.8(1) Traffic Control Personnel**

In this section, references to “ANSI/ISEA 107-2004” are revised to read “ANSI/ISEA 107”.

### **1-07.8(2) Non-Traffic Control Personnel**

In this section, the reference to “ANSI/ISEA 107-2004” is revised to read “ANSI/ISEA 107”.

### **1-07.9(2) Posting Notices**

Items 1 and 2 are revised to read:

1. EEOC - P/E-1 (revised 11/09, supplemented 09/15) – **Equal Employment Opportunity IS THE LAW** published by US Department of Labor. Post for projects with federal-aid funding.
2. FHWA 1022 (revised 05/15) – **NOTICE Federal-Aid Project** published by Federal Highway Administration (FHWA). Post for projects with federal-aid funding.

Items 5, 6 and 7 are revised to read:

5. WHD 1420 (revised 02/13) – **Employee Rights and Responsibilities Under The Family And Medical Leave Act** published by US Department of Labor. Post on all projects.
6. WHD 1462 (revised 01/16) – **Employee Polygraph Protection Act** published by US Department of Labor. Post on all projects.
7. F416-081-909 (revised 09/15) – **Job Safety and Health Law** published by Washington State Department of Labor and Industries. Post on all projects.

Items 9 and 10 are revised to read:

9. F700-074-909 (revised 06/13) – **Your Rights as a Worker in Washington State** by Washington State Department of Labor and Industries (L&I). Post on all projects.
10. EMS 9874 (revised 10/15) – **Unemployment Benefits** published by Washington State Employment Security Department. Post on all projects.

### **1-07.15(1) Spill Prevention, Control, and Countermeasures Plan**

The second sentence of the first paragraph is deleted.

The first sentence of the second paragraph is revised to read:

The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other materials defined in Chapter 447 of the WSDOT Environmental Manual M 31-11.

Item number four of the fourth paragraph (up until the colon) is revised to read:

4. **Potential Spill Sources** – Describe each of the following for all potentially hazardous materials brought or generated on-site, including but not limited to materials used for equipment operation, refueling, maintenance, or cleaning:

The first sentence of item 7e of the fourth paragraph is revised to read:

BMP methods and locations where they are used to prevent discharges to ground or water during mixing and transfer of hazardous materials and fuel.

The last paragraph is deleted.

## **SECTION 1-08, PROSECUTION AND PROGRESS**

JUNE 1, 2017

### **1-08.1 Subcontracting**

The sixth and seventh paragraphs are revised to read:

On all projects, the Contractor shall certify to the actual amounts paid to all firms that were used as Subcontractors, lower tier subcontractors, manufacturers, regular dealers, or service providers on the Contract. This includes all Disadvantaged, Minority, Small, Veteran or Women's Business Enterprise firms. This Certification shall be submitted to the Engineer on a monthly basis each month between Execution of the Contract and Physical Completion of the Contract using the application available at: <https://wsdot.diversitycompliance.com>. A monthly report shall be submitted for every month between Execution of the Contract and Physical Completion regardless of whether payments were made or work occurred.

The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011, 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors. Whenever the Contractor withholds payment to a Subcontractor for any reason including disputed amounts, the Contractor shall provide notice within 10 calendar days to the Subcontractor with a copy to the Contracting Agency identifying the reason for the withholding and a clear description of what the Subcontractor must do to have the withholding released. Retainage withheld by the Contractor prior to completion of the Subcontractors work is exempt from reporting as a payment withheld and is not included in the withheld amount. The Contracting Agency's copy of the notice to Subcontractor for deferred payments shall be submitted to the Engineer concurrently with notification to the Subcontractor.

#### **1-08.1(1) Prompt Payment, Subcontract Completion and Return of Retainage Withheld**

In item number 5 of the first paragraph, "WSDOT" is revised to read "Contracting Agency".

The last sentence in item number 11 of the first paragraph is revised to read:

The Contractor may also require any documentation from the Subcontractor that is required by the subcontract or by the Contract between the Contractor and Contracting Agency or by law such as affidavits of wages paid, and material acceptance certifications to the extent that they relate to the Subcontractor's Work.

Item number 12 of the first paragraph is revised to read:

12. If the Contractor fails to comply with the requirements of the Specification and the Subcontractor's retainage or retainage bond is wrongfully withheld, the Contractor will be subject to the actions described in No. 7 listed above. The Subcontractor may also seek recovery against the Contractor under applicable prompt pay statutes in addition to any other remedies provided for by the subcontract or by law.

#### **1-08.5 Time for Completion**

In item 2c of the last paragraph, "Quarterly Reports" is revised to read "Monthly Reports".

## **SECTION 1-09, MEASUREMENT AND PAYMENT**

APRIL 4, 2016

### **1-09.6 Force Account**

The second sentence of item number 4 is revised to read:

A “specialized service” is a work operation that is not typically done by worker classifications as defined by the Washington State Department of Labor and Industries and by the Davis Bacon Act, and therefore bills by invoice for work in road, bridge and municipal construction.

## **SECTION 1-10, TEMPORARY TRAFFIC CONTROL**

JANUARY 3, 2017

### **1-10.1(2) Description**

The first paragraph is revised to read:

The Contractor shall provide flaggers and all other personnel required for labor for traffic control activities that are not otherwise specified as being furnished by the Contracting Agency.

In the third paragraph, “Project Engineer” is revised to read “Engineer”.

The following new paragraph is inserted after the third paragraph:

The Contractor shall keep lanes, on-ramps, and off-ramps, open to traffic at all times except when Work requires closures. Ramps shall not be closed on consecutive interchanges at the same time, unless approved by the Engineer. Lanes and ramps shall be closed for the minimum time required to complete the Work. When paving hot mix asphalt the Contractor may apply water to the pavement to shorten the time required before reopening to traffic.

### **1-10.3(2)C Lane Closure Setup/Takedown**

The following new paragraph is inserted before the last paragraph:

Channelization devices shall not be moved by traffic control personnel across an open lane of traffic. If an existing setup or staging of traffic control devices require crossing an open lane of traffic, the traffic control devices shall be taken down completely and then set up in the new configuration.

# SPECIAL PROVISIONS

## INTRODUCTION TO THE SPECIAL PROVISIONS

AUGUST 14, 2013 (APWA GSP) INTRO

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2016 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

March 8, 2013 (APWA GSP)

April 1, 2013 (WSDOT GSP)

May 1, 2013 (WC GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor's own expense.

## DIVISION 1 GENERAL REQUIREMENTS

(WSDOT GSP) DIVISION1.GR1

### DESCRIPTION OF WORK

(WSDOT GSP) DESWORK.GR1

### LOCATION OF PROJECT

MAY 8, 1996 (WC GSP) LOCATION

The Bauer Quarry and Stockpile Site is located in the SW ¼ of Section 36, Township 13 North, Range 45 East, W.M., approximately 1 mile east of Colton, Washington.

### DESCRIPTION OF WORK

MARCH 13, 1995 (WSDOT GSP) DESWORK1.FR1

The work performed under this contract includes the manufacturing and stockpiling of Crushed Surfacing Top Course. These items shall meet the requirements of Sections 9-03.4 and 9-03.9

of the Standard Specifications with the exception of the grading requirements, which are listed below.

**Crushed Surfacing Top Course**

<u>Sieve Size</u>	<u>Percent Passing</u>
3/4" square	99-100
1/2" square	80-100
U.S. No. 4	46-66
U.S. No. 40	8-24
U.S. No. 200	10.0 max.
% Fracture	75 min.
S.E.	40 min.

For each type of aggregate, each rock shall have no dimension larger than 150% of the last specified sieve size through which the aggregate passes.

**DEFINITIONS AND TERMS**

(APWA GSP) 1-01.GR1

**DEFINITIONS**

JANUARY 4, 2016 (APWA GSP) 1-01.3

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

**Dates**

**Bid Opening Date**

The date on which the Contracting Agency publicly opens and reads the Bids.

**Award Date**

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

**Contract Execution Date**

The date the Contracting Agency officially binds the Agency to the Contract.

**Notice to Proceed Date**

The date stated in the Notice to Proceed on which the Contract time begins.

**Substantial Completion Date**

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

**Physical Completion Date**

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

**Completion Date**

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

**Final Acceptance Date**

The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated location".

All references to "final contract voucher certification" shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

**Additive**

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

**Alternate**

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

**Business Day**

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

**Contract Bond**

The definition in the Standard Specifications for "Contract Bond" applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

**Contract Documents**

See definition for "Contract".

**Contract Time**

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

**Notice of Award**

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

**Notice to Proceed**

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

**Traffic**

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

**BID PROCEDURES AND CONDITIONS**

(WSDOT GSP) 1-02.GR1

**QUALIFICATIONS OF BIDDER**

JANUARY 24, 2011 (APWA GSP) 1-02.1

Delete Section 1-02.1 and replace it with the following:

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

**PLANS AND SPECIFICATIONS**

JUNE 27, 2011 (APWA GSP) 1-02.2

Delete Section 1-02.2 and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

<b>To Prime Contractor</b>	<b>No. of Sets</b>	<b>Basis of Distribution</b>
Reduced plans (11" x 17")	5	Furnished automatically upon award.
Contract Provisions	5	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	3	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

**PROPOSAL FORMS**

JULY 31, 2017 (APWA GSP) 1-02.5

Delete Section 1-02.5 and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be

furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

## **PREPARATION OF PROPOSAL**

(WSDOT GSP) 1-02.6.GR1

(WSDOT GSP) 1-02.6.OPT15.INST1.GR1

Section 1-02.6 is supplemented with the following:

AUGUST 2, 2004 (WSDOT GSP) 1-02.6.OPT15.GR1

The fifth and sixth paragraphs of Section 1-02.6 are deleted.

## **BID DEPOSIT**

MARCH 8, 2013 (APWA GSP) 1-02.7

Supplement Section 1-02.7 with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

## **DELIVERY OF PROPOSAL**

JULY 31, 2017 (APWA GSP) 1-02.9 OPTION A

Delete Section 1-02.9 and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

If the project has FHWA funding and requires UDBE Written Confirmation Document(s) or Good Faith Effort (GFE) Documentation, then to be considered responsive, the Bidder shall submit Written Confirmation Documentation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification, form 272-056U, as required by Section 1-02.6. The UDBE Written Confirmation Document(s) and/or GFE (if any) shall be received either with the Bid Proposal or as a Supplement to the Bid. The document(s) shall be received **no later than 24 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance with Wage Payment Statutes" document where the Bidder under penalty of perjury verifies that the Bidder is in compliance with responsible bidder criteria in RCW 39.04.350 subsection (1) (g), as required per Section 1-02.14. The "Certification of Compliance with Wage Payment Statutes" document shall be received either with the Bid Proposal or **no later than 24 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added. All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (UDBE confirmations, GFE documentation, or Certification of Compliance with Wage Payment Statutes) that is received after the time specified above, or received in a location other than that specified in the Call for Bids

## **WITHDRAWING, REVISING, OR SUPPLEMENTING PROPOSAL**

JULY 23, 2015 (APWA GSP) 1-02.10

Delete Section 1-02.10 and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented

package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

## **PUBLIC OPENING OF PROPOSALS**

(WSDOT GSP) 1-02.12.GR1

(WSDOT GSP) 1-02.12.INST1.GR1

Section 1-02.12 is supplemented with the following:

NOVEMBER 20, 2000 (WC GSP) 1-02.12

### **Date of Opening Bids**

Sealed bids will be received by the Board of County Commissioners of Whitman County, State of Washington, at its office in the Whitman County Courthouse, N. 400 Main Street, Colfax, Washington, until **11:00 a.m. Pacific Daylight Savings Time, on Monday, October 30, 2017** at which time all bids will be opened and publicly read.

## **IRREGULAR PROPOSALS**

JUNE 20, 2017 (APWA GSP) 1-02.13

Delete Section 1-02.13 and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
  - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
  - h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
  - i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification that they are in agreement with the bidder's UDBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
  - j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
  - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - l. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

2. A Proposal may be considered irregular and may be rejected if:
  - a. The Proposal does not include a unit price for every Bid item;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - c. Receipt of Addenda is not acknowledged;
  - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - e. If Proposal form entries are not made in ink.

## **DISQUALIFICATION OF BIDDERS**

JULY 31, 2017 (APWA GSP) 1-02.14

Delete Section 1-02.14 and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria.

The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance with Wage Payment Statutes", document where the Bidder under penalty of perjury verifies that the Bidder is in compliance with responsible bidder criteria in RCW 39.04.350 subsection (1)(g). A form appropriate for "Certification of Compliance with Wage Payment Statutes" will be provided by the Contracting Agency in the Bid Documents. The form provided in the Bid Documents shall be submitted with the Bid as stated in Section 1-02.9.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

## **PRE AWARD INFORMATION**

AUGUST 14, 2013 (APWA GSP) 1-02.15

Revise Section 1-02.15 to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,

2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

## **AWARD AND EXECUTION OF CONTRACT**

(WSDOT GSP) 1-03.GR1

### **CONTRACT BOND**

JULY 23, 2015 (APWA GSP) 1-03.4

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
  - a. Is registered with the Washington State Insurance Commissioner, and
  - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
1. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
  - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
  - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

## **JUDICIAL REVIEW**

JULY 23, 2015 (APWA GSP) 1-03.7

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.05 shall control venue and jurisdiction.

## **SCOPE OF THE WORK**

(APWA GSP) 04.GR1

## **CHANGED CONDITIONS**

OCTOBER 1, 1994 (WC GSP) 1-04.7

Section 1-04.7 is supplemented with the following:

All loose material, including existing oversize (showing or hidden) within the Quarry shall be utilized as specified in these special provisions.

## **CONTROL OF WORK**

(WSDOT GSP) 1-05.GR1

## **NOTIFICATION**

OCTOBER 1, 1994 (WC GSP) 1-05.5

Section 1-05.5 is supplemented with the following:

The Contractor shall notify the Contracting Agency 48 hours prior to stockpiling. Notification shall be in writing.

## **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK**

OCTOBER 1, 2005 (APWA GSP) 1-05.7

Supplement Section 1-05.7 with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

## **FINAL INSPECTION**

OCTOBER 1, 2005 (APWA GSP) 1-05.11

Delete Section 1-05.11 and replace it with the following:

### **1-05.11 Final Inspections and Operational Testing**

#### **1-05.11(1) Substantial Completion Date**

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefore.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

#### **1-05.11(2) Final Inspection and Physical Completion Date**

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor

shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

### **1-05.11(3) Operational Testing**

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's warranties or warranties furnished under the terms of the contract.

## **SUPERINTENDENTS, LABOR AND EQUIPMENT OF CONTRACTOR**

AUGUST 14, 2013 (APWA GSP) 1-05.13

Delete the sixth and seventh paragraphs of Section 1-05.13.

## **COOPERATION WITH OTHER CONTRACTORS**

APRIL 11, 2003 (WC GSP) 1-05.14

Section 1-05.14 is supplemented with the following:

The Contracting Agency reserves the right to haul crushed aggregate in cooperation with the Contractor in order that the Contractor's hauling schedule and truck requirements may be planned and not unduly disrupted without notification. At the request of the Engineer, the Contractor shall provide, at no additional cost to the Contracting Agency, a loader and operator to load the Contracting Agency's trucks.

## **METHOD OF SERVING NOTICES**

MARCH 25, 2009 (APWA GSP) 1-05.15

Revise the second paragraph of Section 1-05.15 to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

## **WATER AND POWER**

OCTOBER 1, 2005 (APWA GSP) 1-05.16

Add the following new Section 1-05.16:

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

## **LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

(WSDOT GSP) 1-07.GR1

## **LAWS TO BE OBSERVED**

OCTOBER 1, 2005 (APWA GSP) 1-07.1

Supplement Section 1-07.1 with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

## **STATE SALES TAX**

(WSDOT GSP) 1-07.2.GR1

JUNE 27, 2011 (APWA GSP) 1-07.2

Delete Section 1-07.2, including its sub-sections, in its entirety and replace it with the following:

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

### **1-07.2(1) State Sales Tax — Rule 171**

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

### **1-07.2(2) State Sales Tax — Rule 170**

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system;

telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

### **1-07.2(3) Services**

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

## **STATE TAXES**

MARCH 1, 1994 (WC GSP) 1-07.2

Section 1-07.2 is supplemented with the following:

Counties and Cities are exempt from the Sales Tax and Use Tax on sand, gravel and rock when the material is taken from pits or quarries owned or leased to the County or City. Contractors are exempt from the Use Tax on charges for labor and services in respect to the production of sand, gravel and rock taken from a pit or quarry owned or leased to a County or City when the material is stockpiled for placement on County or City roads by the City itself or for sale by the County or City. Contractors are liable for the tax, however, in respect to the value of all sand, gravel, and rock used by them in performance of a contract to construct, repair and improve a publicly owned road by spreading the material on the right-of-way, including sand, gravel and rock produced by the Contractor from a pit or quarry owned by or leased to the County or City. Contractors are exempt from the Business and Occupation Tax on charges for labor and services in respect to the production and stockpiling of sand, gravel and rocks from pits or quarries owned or leased to counties or cities when the material is to be placed on a County or City road by the County or City itself, or is to be sold at cost to another County or City for road purposes. In all other cases, the Contractor is subject to the applicable taxes. (RCW 82.08.0275, 82.12.0269 and 82.04.415)

## **SAND AND GRAVEL PERMIT**

OCTOBER 4, 2000 (WC GSP) 1-07.5(3)

Section 1-07.5(3) is supplemented with the following:

The Contractor shall obtain a Sand and Gravel General Permit for portable rock crushers from the Department of Ecology.

## **PRIVATE/PUBLIC PROPERTY**

APRIL 12, 1995 (WC GSP) 1-07.16(1)

Section 1-07.16(1) is supplemented with the following:

The Contractor shall maintain any and all roads used by the Contractor to haul materials to and from the project. These haul roads shall be maintained to the same driving surface condition as when the Contractor started hauling on them. If the haul road(s) are damaged by the Contractor, the Contractor will repair them as directed by the Contracting Agency. If the Contractor does not repair the damaged haul road(s) when directed by the Contracting Agency the Contracting Agency will have the haul road(s) repaired by others and deduct the cost from the money owed to the Contractor.

As directed by the Engineer, the Contractor shall settle dust on all haul road(s).

## **UTILITIES AND SIMILAR FACILITIES**

(WSDOT GSP) 1-07.17.GR1

(WSDOT GSP) 1-07.17.INST1.GR1

Section 1-07.17 is supplemented with the following:

APRIL 2, 2007 (WSDOT GSP) 1-07.17.OPT1.FR1

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

**Inland Telephone**  
(509) 229-2211

**AT&T**  
(800) 222-3000

**Avista**  
(800) 227-9187

**Verizon Wireless**  
(800) 483-1000

**Inland Power & Light**  
(509) 747-7151

## **UTILITY RELOCATIONS**

JANUARY 7, 2002 (WC GSP) 1-07.17

Section 1-07.17 is supplemented with the following:

The Contractor shall schedule and coordinate his operations with all utility companies that have facilities within the project limits. This includes but is not limited to making contact with the utilities sufficiently in advance of the project start date to facilitate any relocation work which may be required.

Any delays, standby time, and/or other costs incurred by the Contractor due to utility relocation's shall be considered incidental to the other bid items and no payment will be made for these costs. Per Section 1-08.8 of the Standard Specifications, the Contractor may request a contract time extension.

## **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

JANUARY 4, 2016 (APWA GSP) 1-07.18

Delete Section 1-07.18 in its entirety, and replace it with the following:

## **1-07.18 Insurance**

### **1-07.18(1) General Requirements**

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

### **1-07.18(2) Additional Insured**

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

### **1-07.18(3) Subcontractors**

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

### **1-07.18(4) Verification of Coverage**

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

**1-07.18(5) Coverages and Limits**

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

**1-07.18(5)A Commercial General Liability**

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident

**1-07.18(5)B Automobile Liability**

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
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**1-07.18(5)C Workers' Compensation**

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

## **BLASTING PERMIT**

OCTOBER 1, 1994 (WC GSP) 1-07.22

Section 1-07.22 is supplemented with the following:

The Contractor shall obtain a blasting permit from the Whitman County Public Works Department.

## **OPACITY**

FEBRUARY 17, 1998 (WC GSP) 1-07.23(1)

Section 1-07.23(1) is supplemented with the following:

At no time may opacity exceed 20 percent for three minutes from any process equipment in the following areas: the quarry, the quarry's abutting properties, the County Road, and the stockpile sites. If the opacity exceeds 20 percent for three minutes, measures shall immediately be taken to control the dust. If it is impossible to operate with an opacity of less than 20 percent, the crusher shall be immediately shut down.

## **PUBLIC CONVENIENCE AND SAFETY**

(WSDOT GSP) 1-07.23.GR1

### **Construction Under Traffic**

(WSDOT GSP) 1-07.23(1).GR1

(WSDOT GSP) 1-07.23(1).INST1.GR1

Section 1-07.23(1) is supplemented with the following:

#### **Work Zone Clear Zone**

JANUARY 2, 2012 (WSDOT GSP) 1-07.23(1)OPT2.GR1

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

<b>Regulatory Posted Speed</b>	<b>Distance From Traveled Way (Feet)</b>
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

\* or 2-feet beyond the outside edge of sidewalk

### **Minimum Work Zone Clear Zone Distance**

## **RIGHTS OF WAY**

JULY 23, 2015 (APWA GSP) 1-07.24

Delete Section 1-07.24 in its entirety, and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs.

However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

## **PROSECUTION AND PROGRESS**

(WSDOT GSP) 1-08.GR1

### **PRELIMINARY MATTERS**

MAY 25, 2006 (APWA GSP) 1-08.0

Add the following new section:

#### **1-08.0 Preliminary Matters**

MAY 25, 2006 (APWA GSP) 0800.1

### **HOURS OF WORK**

DECEMBER 8, 2014 (APWA GSP) 1-08.0(2)

Add the following new Section 1-08.0(2):

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 7 days prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)

2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

FEBRUARY 5, 2005 (WC GSP) 1-08.0(2)

The operational hours for the Bauer Quarry and Stockpile Site are limited to Monday through Friday from 7:00 a.m. to 9:00 p.m. daily. No work, including mobilization and equipment maintenance, may occur outside of the operational hours.

## **NOTICE TO PROCEED AND PROSECUTION OF THE WORK**

JULY 23, 2015 (APWA GSP) 1-08.4

Delete Section 1-08.4 and replace it with the following:

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

## **TIME FOR COMPLETION**

(WSDOT GSP) 1-08.5.GR1

(WSDOT GSP) 1-08.5.INST2.GR1

Section 1-08.5 is supplemented with the following:

MARCH 13, 1995 (WSDOT GSP) 1-08.5.OPT7.FR1

This project shall be physically completed by March 30, 2018.

JUNE 19, 2016 (WC GSP) 1-08.5

No work will be allowed on the following dates:

November 10, 2017 through November 12, 2017  
November 23, 2017 through November 26, 2017  
December 23, 2017 through January 1, 2018  
January 13, 2018 through January 15, 2018  
February 17, 2018 through February 19, 2018

These days shall be defined as nonworking days.

OCTOBER 3, 2017 (WC GSP) 1-08.5 OPTION B

Revise the third and fourth paragraphs of Section 1-08.5 to read:

Contract time shall begin on the first working day following the 10th calendar day after the Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins. The Contract Provisions may specify another starting date for Contract time, in which case, time will begin on the starting date specified.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. Requests for an unworkable day shall be the Contractor's responsibility. Requests shall be made in writing within 14 calendar days after an unworkable day. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time requested. By not filing such detailed request in the 14 day period, the Contracting Agency shall deem all of the days as workable, unless the date is already defined as a nonworking day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
  - a. Certified Payrolls (per Section 1-07.9(5)).
  - b. Material Acceptance Certification Documents
  - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
  - d. Final Contract Voucher Certification
  - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
  - f. Property owner releases per Section 1-07.24

## **LIQUIDATED DAMAGES**

AUGUST 14, 2013 (APWA GSP) 1-08.9

Revise the fourth paragraph of Section 1-08.9 to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract. The Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For

overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

## MEASUREMENT AND PAYMENT

(WSDOT GSP) 1-09.GR1

### MEASUREMENT

OCTOBER 1, 1994 (WC GSP) 1-09.2(5)

Section 1-09.2(5) is supplemented with the following:

Belt Conveyor Scales or Self-Weighing/Recording Platform Scales shall be the only acceptable method of measurement.

MAY 2, 2017 (APWA GSP) 1-09.2(5)

Revise the first paragraph of Section 1-09.2(5) to read:

**Scale Verification Checks** – At the Engineer's discretion, the Engineer may require the Contractor to perform verification checks on the accuracy of each batch, hopper, or platform scale used in weighing contract items of Work.

### PAYMENTS

(WSDOT GSP) 1-09.9.GR1

MARCH 13, 2012 (APWA GSP) 1-09.9

Delete the first four paragraphs of Section 1-09.9 and replace them with the following:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

MARCH 13, 2012 (APWA GSP) 1-09.9

Supplement Section 1-09.9 with the following:

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than \$20,000.

## **RECLAMATION AND RETAINAGE**

APRIL 11, 2003 (WC GSP) 1-09.9(1)

Section 1-09.9(1) is supplemented with the following:

In addition to the 5 percent retained percentage, a sum of \$5,000 will also be retained for each quarry and pit site used in the contract work until reclamation of that pit or quarry is completed to the satisfaction of the Engineer. The \$5,000 retainage will be withheld from the first partial payment following construction activities in the respective pit or quarry.

After crushing all said materials, the Contractor shall have no more than 15 calendar days to complete reclamation of the pit or quarry to the satisfaction of the Engineer. If not completed to the satisfaction of the Engineer by the specified date, the Engineer can have said reclamation completed by others and the total cost deducted from or billed to the Contractor. Bid prices for the items shown shall be the only compensation paid for at the completion of this contract. All costs involved in the production and stockpiling of crushed aggregate including stripping, clearing and reclamation of the quarry shall be considered incidental and covered by other pay items.

## **PAYMENT FOR SURPLUS PROCESSED MATERIALS**

JANUARY 8, 1996 (WC GSP) 1-09.10

Section 1-09.10 is deleted and replaced with the following:

Surplus processed material is that material in excess of the contract amount or subsequent change order amounts.

The Contractor will be reimbursed, at the unit bid price, for a maximum of 100 tons of surplus processed material, per bid item, for surplus processed material produced by the Contractor from the Contracting Agency provided source(s). Any surplus material over the 100 ton limit will not be reimbursed.

The Contractor shall not dispose of any surplus material without permission of the Engineer. Surplus material shall remain the property of the Contracting Agency without reimbursement to the Contractor.

## **TIME LIMITATION AND JURISDICTION**

JULY 23, 2015 (APWA GSP) 1-09.11(3)

Revise Section 1-09.11(3) to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.05 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

## **CLAIMS \$250,000 OR LESS**

OCTOBER 1, 2005 (APWA GSP) 1-09.13(3)

Delete Section 1-09.13(3) and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

## **ADMINISTRATION OF ARBITRATION**

JULY 23, 2015 (APWA GSP) 1-09.13(3)A

Revise the third paragraph of Section 1-09.13(3)A to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.05 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

### **DIVISION 3 PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING**

(WSDOT GSP) DIVISION3.GR3

#### **PRODUCTION FROM QUARRY AND PIT SITES**

(WSDOT GSP) 3-01.GR3

#### **PRODUCTION AND CONSTRUCTION REQUIREMENTS**

OCTOBER 1, 1994 (WC GSP) 3-01.2(4)

Section 3-01.2(4) is supplemented with the following:

The crushing plan shows the location of proposed excavation limits (blasting limit line, setback line or quarry boundary). The Contracting Agency believes there is adequate suitable rock in the location shown. If suitable rock is not found or found in quantities too small to meet production requirements, the Contractor may choose to excavate elsewhere in accordance with the Lease and Ultimate Reclamation Plan. Work for production from other areas of the Quarry/Stockpile sites is to be done at no additional cost to the Contracting Agency.

When crushing operations are complete, all loose blasted rock remaining within the Quarry shall be excavated. All oversize (larger than 36") shall be separated and broken to a size not larger than 36" in any one direction, unless otherwise directed by the Engineer. Then all of the loose rock shall be stockpiled within the quarry boundaries.

All work involved in excavation, separating the oversize rock, breaking the oversize rock, and stockpiling excess shot rock from within the Quarry shall be incidental to and included in other bid items.

#### **REJECT MATERIALS**

OCTOBER 1, 1994 (WC GSP) 3-01.3(3)

Section 3-01.3(3) is supplemented with the following:

If production of crushed aggregate produces reject materials, these materials shall be the property of the Contracting Agency and stockpiled as directed by the Engineer.

All costs incurred in producing, hauling and stockpiling the reject materials shall be incidental to the production of the specified materials and shall be included by the Contractor in the unit bid prices in the contract.

## **STOCKPILING AGGREGATES**

(WSDOT GSP) 3-02.GR3

### **STOCKPILE SITES PROVIDED BY THE CONTRACTING AGENCY**

OCTOBER 1, 1994 (WC GSP) 3-02.2(1)

Section 3-02.2(1) is supplemented with the following:

All provided stockpile sites are shown on the plans.

### **PREPARATION AND CONSTRUCTION OF STOCKPILE SITES**

OCTOBER 1, 1994 (WC GSP) 3-02.2(5)

Section 3-02.2(5) is supplemented with the following:

To the satisfaction of the Engineer, the Contractor will level the stockpile site to a smooth, firm, uniform surface.

Belly dumps will not be allowed in stockpiling. No equipment will be allowed on the 3/8" Chips stockpile.

All stockpiles shall not exceed 25 feet in height without prior approval of the Engineer.

All costs involved in preparing stockpile sites will be incidental to the unit contract prices for the various materials being stockpiled. All costs in hauling the specified materials shall be incidental to the unit bid price for the various items being stockpiled.

Section 3-02.2(6) is supplemented with the following:

If any contamination, foreign matter, or elongated aggregate is found in any of the stockpiles, the entire stockpile shall be rescreened, at the discretion of the Engineer. All cost of rescreening a contaminated pile shall be incidental to the other items of work.

## **GENERAL SPECIALS**

### **PORTABLE TESTING LABORATORY**

SEPTEMBER 1, 1993 (WC GSP) LAB

When directed by the Engineer, the Contractor shall supply a portable aggregate testing laboratory complete with heat, lighting, testing equipment, desk and chair. The laboratory shall be at least 120 square feet floor area. The doors and desk are to be equipped with locks and the lighting is to be adequate for the intended paper work. The required test equipment will include apparatus' necessary to perform aggregate tests according to WSDOT standards as described in the WSDOT Materials Manual. Electronic scales are mandatory. A dry sink used to wash aggregate samples and divert wash water outside is also necessary. Plumbing of water supply to the sink is optional. Costs for providing and operation of the portable laboratory shall be incidental to the other items of work.

## **WATER AND POWER**

APRIL 20, 2010 (WC GSP) WATER&POWER

The Contractor shall provide the Contracting Agency with water and power for testing purposes. The water shall be of sufficient quantity and quality to perform the tests, as determined by the Engineer. The required power supply for the Contracting Agency's portable testing laboratory is 240 volts which includes sufficient amperage to perform the required tests.