

NOTICE

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CONTRACT PROVISIONS AND PLANS

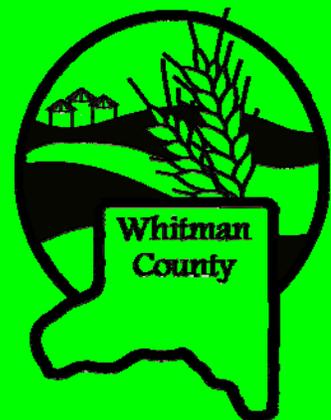
FOR SUPPLY OF AGGREGATE AT:

**GNAEDINGER
STOCKPILE SITE**

C.R.C.P. No. 165

**WHITMAN COUNTY
DEPARTMENT OF
PUBLIC WORKS**

COLFAX, WASHINGTON



WHITMAN COUNTY
Department of Public Works

Mailing Address:
P.O. Box 430
Colfax, WA 99111-0430

Administration/Engineering
Road Maintenance
Equipment Rental & Revolving
Solid Waste Division
Planning Division
Building & Development

PHONE: (509) 397-4622
Fax: (509) 397-6210
N. 310 Main
2nd Floor Public Service Bldg.
Colfax, WA 99111

GNAEDINGER STOCKPILE SITE
C.R.C.P. No. 165

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

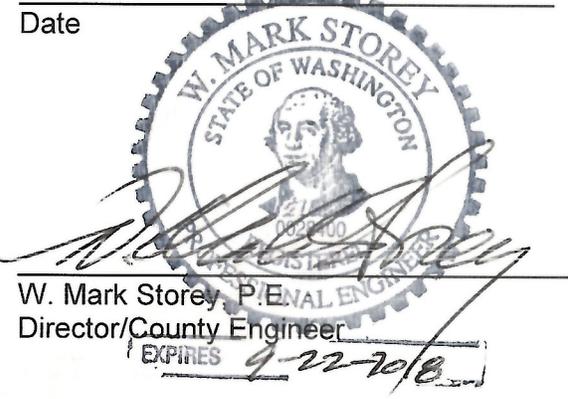

W. Mark Storey, P.E. ENAL ENGINEER
Director/County Engineer

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C.R.C.P. No. 165

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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 Gnaedinger Stockpile Site Area is located as shown in Appendix B, between Palouse and Garfield, 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, 3/8" Chips and 1/4" Minus. 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.

3/8" Chips

<u>Sieve Size</u>	<u>Percent Passing</u>
1/2" square	100
3/8" square	70-90
U.S. No. 4	0-5
U.S. No. 8	0-3
U.S. No. 200	0-0.8
% Fracture	90 min.

1/4" Minus

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8" square	100
U.S. No. 10	0-25
U.S. No. 200	0-4.0 max.
% Fracture	75 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:

To Prime Contractor	No. of Sets	Basis of Distribution
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 **11:10 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

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.

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.

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.

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.

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).

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

OCTOBER 2, 2017 (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's abutting properties or the County/State Road(s). 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.

PARKING

OCTOBER 2, 2017 (WC GSP) 1-07.23(1)

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

The Contractor's equipment/vehicles, and employees private vehicles shall not be permitted to stop or park within the Work Zone Clear Zone (WZCZ) at any time.

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

Regulatory Posted Speed	Distance From Traveled Way (Feet)
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

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

PROSECUTION AND PROGRESS

(WSDOT GSP) 1-08.GR1

HOURS OF WORK

OCTOBER 2, 2017 (WC GSP) 1-08.0(2)

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

Materials must be tested by the Contracting Agency prior to stockpiling. Contracting Agency employees will be available to test materials between 7:00 a.m. and 6:00 p.m. Monday through Friday, excluding any dates listed in the "Time for Completion" as nonworking days.

If the Contractor wishes to deviate from the established working hours stated above, 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. 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.)

NOTICE TO PROCEED AND PROSECUTION OF THE WORK

OCTOBER 2, 2017 (WC 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 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.

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 Contractors 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.

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.

PAYMENT FOR SURPLUS PROCESSED MATERIALS

OCTOBER 3, 2017 (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. Any surplus material over the 100 tons limit will not be reimbursed.

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

(WSDOT GSP) DIVISION3.GR3

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:

The Gnaedinger Site, as shown in Appendix B, is available for use as a stockpile site, but use of the site is not mandatory.

The operational hours for the Gnaedinger Site are limited to Monday through Saturday from 6:00 a.m. to 9:00 p.m. daily. No work, including stockpiling, mobilization and equipment maintenance, may occur outside of the operational hours.

STOCKPILE SITES PROVIDED BY THE CONTRACTOR

APRIL 20, 2010 (020202.WC3)

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

The Contractor must provide the Contracting Agency with a stockpile site, which shall meet the following conditions:

1. The stockpile site shall be located within the boundary area outlined in Appendix B.
2. Stockpiles shall be separated by product and shall be standalone piles, which are not mixed with any other party's stockpiles.
3. The Contractor shall provide the Contracting Agency with an acceptable lease for the stockpile site, which includes daily, twenty-four hour ingress and egress, for all Whitman County Road Department Personnel, until the Contracting Agency has removed all of the crushed aggregate.
4. Access to the stockpile site shall be capable of handling truck traffic all year long.

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.

APPENDIX A

PROPOSAL

Bidder

To: Board of County Commissioners, Whitman County Courthouse, Colfax, WA 99111

Commissioners:

The undersigned hereby certify that they have examined the location of the GNAEDINGER STOCKPILE SITE, C.R.C.P. No. 165 as shown in the contract plans, and have read and thoroughly understand the plans, specifications and special provisions concerning the work described in this project.

The undersigned further understand the method by which payment will be made for said work, and hereby propose to undertake and complete the work described in this project, or as much thereof as can be completed with the monies available, in accordance with the said plans, specifications and special provisions and the following schedule of rates and prices:

SCHEDULE OF ITEMS

NOTE: Unit prices for all items (unless filled in by Contracting Agency), all extensions, and total amount of bid shall be shown. All entries must be in legible figures (not words) and typed or entered in ink.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	TOTAL PRICE
1.	Furnish & Stockpile Crushed Surfacing Top Course	32,000	Ton		
2.	Furnish & Stockpile 3/8" Chips	5,000	Ton		
3.	Furnish & Stockpile 1/4" Minus	3,000	Ton		
BASIS OF AWARD: TOTAL ITEMS 1-3					
SALES TAX @ _____%					
TOTAL					

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below is attached hereto:

- Cash In the Amount of _____
- Cashier's Check _____ Dollars
- Certified Check (\$ _____) Payable to the State Treasurer
- Proposal Bond In the Amount of 5% of the Bid

Receipt is hereby acknowledged of addendum(s) No.(s) _____, _____ & _____

Signature of Authorized Official(s)

Proposal Must be Signed →

Firm Name _____

Address _____

State of Washington Contractor's License No. _____

Federal ID No. _____

Note:

- (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Secretary of Transportation will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "Article 4" of the Instruction to Bidders for building construction jobs.
- (3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication _____ 01 _____.



Certification of Compliance with Wage Payment Statutes

Gnaedinger Stockpile Site
C.R.C.P. No. 165

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**October 5, 2017**), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

**SUBMIT THE
ENCLOSED PROPOSAL
BOND FORM WITH
YOUR PROPOSAL.**

**USE OF OTHER FORMS
MAY SUBJECT YOUR
BID TO REJECTION.**

**NOTE: Use of other forms may limit
the bond below an amount equal
to five percent of the bid total.**

KNOW ALL MEN BY THESE PRESENTS, That we,

of _____ as principal, and the

a corporation duly organized under the laws of the state of _____, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the State of Washington in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by the Department of Transportation within a period of twenty (20) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____ day of _____, _____.

(Principal)

(Surety)

(Attorney-in-fact)

APPENDIX B

