NOTICE

This set of contract plans and provisions has been downloaded. The County cannot track the firms or persons who have downloaded copies of the posted document(s); therefore, the County cannot ensure that subsequent addenda or changes have been sent to all interested parties. It is the responsibility of interested persons or firms to contact the Whitman County Public Works Department in order to confirm that you have the most recent release and any and all addenda related to the project. You may also request to be added to the planholders list.

# CONTRACT PROVISIONS AND PLANS

FOR SUPPLY OF AGGREGATE AT:

# GNAEDINGER STOCKPILE SITE

# C.R.C.P. No. 177


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) 397-6206
Fax: (509) 397-6210

N. 310 Main
2nd Floor Public Service Bldg.
Colfax, WA 99111

**GNAEDINGER STOCKPILE SITE**
**C.R.C.P. No. 177**

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:

9/13/2023
Date

DEAN T CORNELISON
STATE OF WASHINGTON
0049435
REGISTERED
PROFESSIONAL ENGINEER

Dean Cornelison, P.E.
County Engineer

Expires 8-16-25

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## APPENDIX B


STOCKPILE SITE AREA

# SPECIAL PROVISIONS

## INTRODUCTION TO THE SPECIAL PROVISIONS
DECEMBER 10, 2020 (APWA GSP) INTRO

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2023 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 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.

## DESCRIPTION OF WORK
MARCH 13, 1995 (WSDOT GSP) DESWORK1.FR1

The work performed under this contract includes the manufacturing and stockpiling of Crushed Surfacing Base Course, Crushed Surfacing Top Course and 3/8" Chips. 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**

| Sieve Size | Percent Passing |
|---|---|
| 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. |

**Crushed Surfacing Base Course**

| Sieve Size | Percent Passing |
|---|---|
| 1¼" square | 99-100 |
| 1" square | 80-100 |
| 5/8" square | 50-80 |
| U.S. No. 4 | 25-45 |
| U.S. No. 40 | 3-18 |
| U.S. No. 200 | 7.5 max. |
| % Fracture | 75 min. |
| S.E. | 40 min. |

**3/8" Chips**

| Sieve Size | Percent Passing |
|---|---|
| 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. |

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 19, 2022 (APWA GSP) 1-01.3

Delete the heading **Completion Dates** and the three paragraphs that follow it of Section 1-01.3, and replace them with the following:

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 Section 1-01.3 with the following:

All references in the Standard Specifications 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.

## PREPARARTION 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.

DECEMBER 10, 2020 (APWA GSP) 1-02.6.OPTB

Supplement the second paragraph of Section 1-02.6 with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.

5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs of Section 1-02.6 and replace them with the following:

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

## 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

DECEMBER 19, 2019 (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.

To be considered responsive on a FHWA-funded project, the Bidder may be required to submit the following items, as required by Section 1-02.6:

- UDBE Written Confirmation Document from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification (WSDOT 272-056U)
- Good Faith Effort (GFE) Documentation

- UDBE Bid Item Breakdown (WSDOT 272-054)
- UDBE Trucking Credit Form (WSDOT 272-058)

These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to the Bid. These documents shall be received **no later than 48 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.

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. 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, or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

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.

## WITHDRAWING, REVISING, OR SUPPLEMENTING PROPOSAL

JULY 23, 2015 (APWA GSP) 1-02.10

Delete Section1-02.10 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 **10:00 a.m. Pacific Daylight Savings Time, on Monday, October 16, 2023** at which time all bids will be opened and publicly read.

## IRREGULAR PROPOSALS
DECEMBER 30, 2022 (APWA GSP) 1-02.13

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

Delete this section 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 (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;

    h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;

    i. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE 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 DBE 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 Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;

l. The Bidder fails to submit DBE Trucking Credit Forms (WSDOT Form 272-058), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;

m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or

n. 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

MAY 17, 2018 (APWA GSP) 1-02.14 OPTION A

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.

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

DECEMBER 30, 2022 (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

DECEMBER 30, 2022 (APWA GSP) 1-03.7

Revise Section 1-03.7 to read:

All decisions 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 36.01.050 shall control venue and jurisdiction.

# SCOPE OF THE WORK

(WSDOT GSP) 1-04.GR1

## COORDINATION OF CONTRACT DOCUMENTS, PLANS, SPECIAL PROVISIONS, SPECIFICATIONS, AND ADDENDA

DECEMBER 30, 2022 (APWA GSP) 1-04.2

Revise the second paragraph of Section 1-04.2 to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Standard Specifications,
6. Contracting Agency's Standard Plans or Details (if any), and
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

## CHANGES
JANUARY 19, 2022 (APWA GSP) 1-04.4

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

# 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
DECEMBER 30, 2022 (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.

# 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 17, 2024.

JUNE 19, 2016 (WC GSP) 1-08.5

No work will be allowed on the following dates:

November 23, 2023 through November 26, 2023
December 23, 2023 through January 1, 2024

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

MARCH 3, 2021 (APWA GSP) 1-08.9.OPTA

Replace Section 1-08.9 with the following:

Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to Highway users. Delays also cost tax payers undue sums of money, adding time needed for administration, engineering, inspection, and supervision.

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of $1,000.00 for each working day beyond the number of working days established for Physical Completion, and

2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract 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, liquidated damages identified 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.

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire 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.

(WC GSP) 1-09.2(5).INST1.GR1

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

NOVEMBER 10, 2014 (WC GSP) 1-09.2(5)

The Contractor shall provide original check-weight tickets for each scale verification check.

## 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 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. 177 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 Base Course | 15,000 | Ton | | |
| 2. | Furnish & Stockpile Crushed Surfacing Top Course | 35,000 | Ton | | |
| 3. | Furnish & Stockpile 3/8" Chips | 2,000 | 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.

# Contractor Certification
# Wage Law Compliance - Responsibility Criteria
# Washington State Public Works Contracts

**FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD**

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the Call for Bids.

**Bidder Name:** _____

Name of Contractor/Bidder - Print full legal entity name of firm

**By:** _____

Signature of authorized person

_____

Print Name of person making certifications for firm

**Title:** _____

Title of person signing certificate

**Place:** _____

Print city and state where signed

**Date:** _____

# Local Agency Proposal - Signature Page

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)

_____

_____

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 _ 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.

# 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.**

Whitman County

# Local Agency Proposal Bond

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 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 _____, _____.

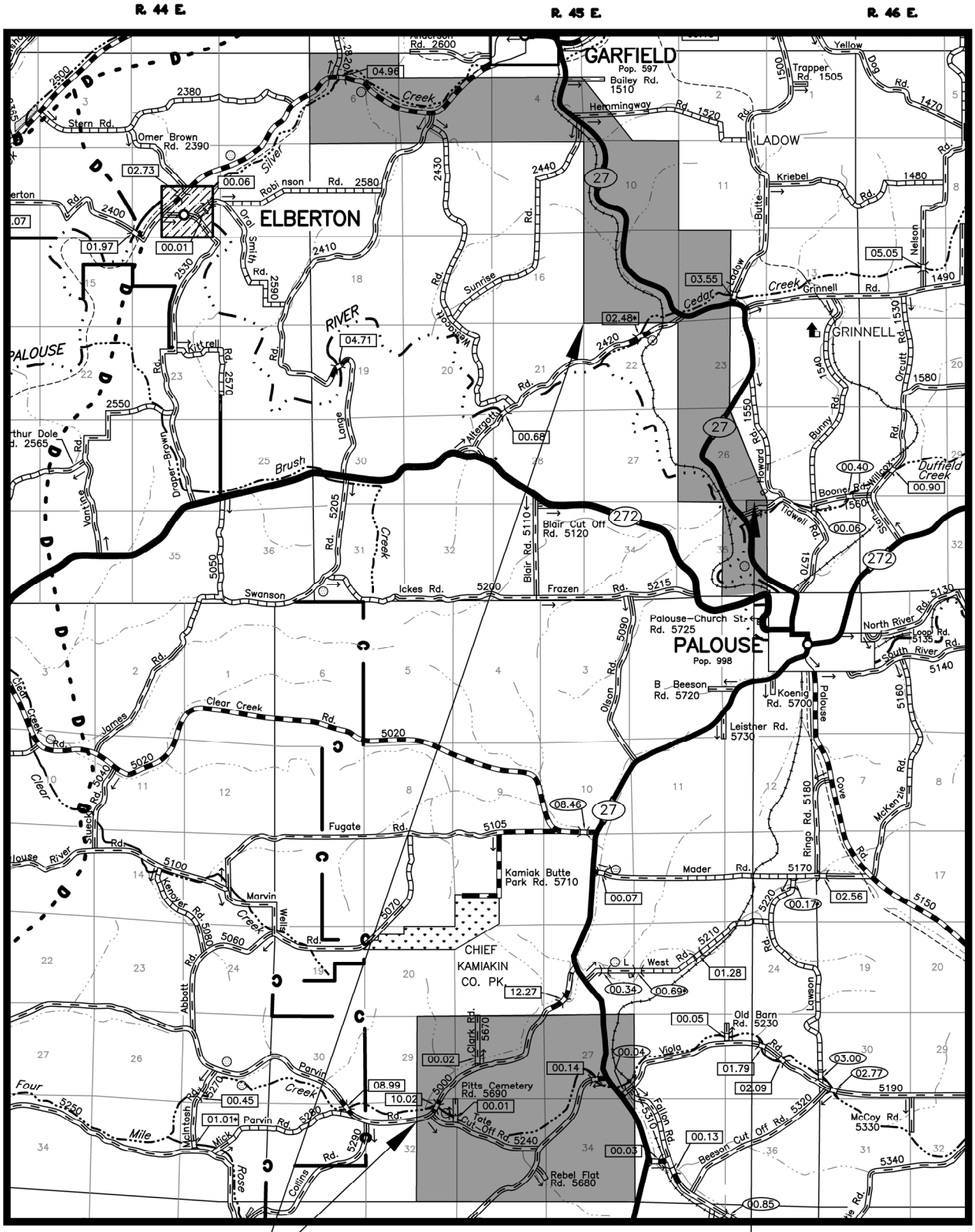
_____

_____
(Principal)

_____
(Surety)

_____
(Attorney-in-fact)

# APPENDIX B


R. 44 E.
R. 45 E.
R. 46 E.
T. 18 N.
T. 17 N.
T. 16 N.
T. 15 N.
GARFIELD
Pop. 597
ELBERTON
LADOW
GRINNELL
PALOUSE
Pop. 998
CHIEF KAMIAKIN CO. PK
Kamiak Butte Park Rd. 5710
Palouse–Church St. Rd. 5725
Blair Cut Off Rd. 5120
Pitts Cemetery Rd. 5690
Rebel Flat Rd. 5680
Old Barn Rd. 5230
Leistner Rd. 5730
Koenig Rd. 5700
B Beeson Rd. 5720
Omer Brown Rd. 2390
Robinson Rd. 2580
Anderson Rd. 2600
Bailey Rd. 1510
Trapper Rd. 1505
Kriebel Rd. 1480
Grinnell Rd. 1490
Orcutt Rd. 1530
Bunny Rd. 1540
Boone Rd. 1560
Tidwell Rd. 1570
Blair Rd. 5110
Frazen Rd. 5215
Ickes Rd. 5200
Swanson Rd. 5050
Clear Creek Rd. 5020
Fugate Rd. 5105
Mader Rd. 5170
Ringo Rd. 5180
West Rd. 5210
Clark Rd. 5670
Tate Cut Off Rd. 5240
Parvin Rd. 5290
Beeson Cut Off Rd. 5320
McCoy Rd. 5330
Fallon Rd. 5310
Viola Rd. 5220
Lawson Rd. 5190
McKenzie Rd. 5160
Cove Rd. 5150
North River Rd. 5130
South River Rd. 5140
Loop Rd. 5135
Palouse River
Brush Creek
Four Mile Creek
Silver Creek
Cedar Creek
Duffield Creek
Stern Rd.
Herrmingway Rd. 1520
Yellow Dog Rd. 1470
Sunrise Rd.
Weisgerber Rd.
Altergott Rd.
Lange Rd.
Draper–Brown Rd.
Kittrell Rd.
Van Line Rd.
Smith Rd. 2590
Abbott Rd.
McIntosh Rd.
Mick Rd.
Rose Rd.
Collins Rd.
Wells Rd.
Marvin Rd.
Kenoyer Rd. 5080
Sluecke Rd. 5040
James Rd.
Clear Creek Rd.
Olson Rd.
Butte Rd.
Howard Rd.
Willcox Rd.
Nelson Rd.
Orcutt Rd.
Lange Rd.
Van Line Rd.
Arthur Dole Rd. 2565
Stockpile Site Area See Special Provisions
Gnaedinger Site