

## **RESOLUTION NO. 1464**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AWARDED A PUBLIC WORKS CONTRACT FOR THE FRONT STREET BRIDGE RAILING PROJECT TO HUMBERT ASPHALT, INC.; AND AUTHORIZING THE MAYOR TO EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT WITH HUMBERT ASPHALT, INC. FOR SAID WORK.**

**WHEREAS**, repairs are needed to both the east and west side railings and decking of the Front Street Bridge; and

**WHEREAS**, the City utilized a competitive bidding process to obtain bids for the Front Street Bridge Railing Project; and

**WHEREAS**, after four bids were received and opened, Anderson Perry & Associates, Inc., determined, as prescribed by RCW 39.04.010, that the lowest responsive and responsible bidder was Humbert Asphalt, Inc.; and

**WHEREAS**, Anderson Perry & Associates, Inc., and City staff analyzed the proposal and recommends that Humbert Asphalt, Inc. be awarded the contract as the lowest responsive and responsible bidder for the Front Street Bridge Railing Project - Base Bid - East Barrier, Decking Alternative B - Metal Decking, and Additive 1 - West Barrier, in the amount of \$127,000, excluding applicable sales and use taxes; and

**WHEREAS**, the City Council constitutes the legislative authority of the City of Dayton and deems the Front Street Bridge Railing Project to be in the best interest of the city.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1. Bid Award.** The City Council hereby awards the public works contract for Front Street Bridge Railing Project to Humbert Asphalt, Inc., in the form attached hereto as Exhibit A.

**Section 2. Authorization.** The Mayor is hereby authorized to execute the Public Works Construction Contract between the City of Dayton and Humbert Asphalt, Inc., in the amount not to exceed \$127,000, excluding applicable sales and use taxes, for the Front Street Bridge Railing Project.

**PASSED** by the City Council on the 14<sup>TH</sup> day of April, 2021.

City of Dayton

  
Zac Weatherford, Mayor

Attested/Authenticated:

  
Trina Cole, City Administrator

Approved as to form:

  
Quinn Plant, City Attorney

**CONTRACT DOCUMENTS**

**CITY OF DAYTON,  
WASHINGTON**

**FRONT STREET  
BRIDGE RAILING**

**2020**

**DRAFT**



**CONTRACT DOCUMENTS**  
**FOR**  
**CITY OF DAYTON, WASHINGTON**  
**FRONT STREET BRIDGE RAILING**

**2020**



**ANDERSON PERRY & ASSOCIATES, INC.**  
Walla Walla, Washington  
La Grande, Redmond, and Hermiston, Oregon

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## **BIDDING REQUIREMENTS**

## **INSTRUCTIONS TO BIDDERS**

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## **INSTRUCTIONS TO BIDDERS**

### **SECTION 1 - PROJECT INFORMATION**

---

Project Name: Front Street Bridge Railing

Owner: City of Dayton  
111 South 1st Street  
Dayton, Washington 99328

Engineer: Anderson Perry & Associates, Inc.  
P.O. Box 1687/214 East Birch Street  
Walla Walla, Washington 99362  
(509) 529-9260 (phone)  
(509) 529-8102 (fax)

Contact Person: Adam Schmidtgall, P.E.  
(509) 529-9260

### **SECTION 2 - COPIES OF BIDDING DOCUMENTS**

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This project is being presented through the Small Works Roster process.

Bids will be received from selected contractors on the City's Small Works Roster by the City of Dayton, Washington at City Hall, 111 South 1st Street, Dayton, Washington 99328, until 10:00 a.m., local time, December 21, 2020, and then read aloud.

Complete sets of Bidding Documents must be used in preparing Bids; neither the Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The Owner and the Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### **SECTION 3 - PRE-BID CONFERENCE**

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A pre-Bid conference will not be scheduled.

### **SECTION 4 - SITE AND OTHER AREAS**

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The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent

structures or permanent changes in existing facilities are to be obtained and paid for by the Owner unless otherwise provided in the Bidding Documents.

#### SECTION 5 - INTERPRETATIONS AND ADDENDA

---

All questions about the meaning or intent of the Bidding Documents are to be submitted to the Engineer in writing. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than 5 days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the Owner or Engineer. Written Addenda to the Contract Documents, if issued, will be delivered to all parties recorded as having received the Bidding Documents no later than 24 hours prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addenda shall not relieve such Bidder from any obligation under the Bid as submitted. All Addenda so issued shall become part of the Contract Documents. It is the responsibility of all prospective Bidders to check with the Engineer prior to submitting his/her Bid to verify whether or not any Addenda have been issued for the project.

#### SECTION 6 - BID SECURITY

---

A Bid must be accompanied by Bid security made payable to the Owner in an amount of 5 percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on the form included with the Bid Form) issued by a surety meeting the requirements of the Standard Specifications.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, the Owner may annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of 7 days after the Effective Date of the Agreement, or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

Liquid bid security of other Bidders whom the Owner believes do not have a reasonable chance of receiving the award will be returned within 7 days after the Bid opening.

#### SECTION 7 - CONTRACT TIMES

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The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) completed and ready for final payment are set forth in the Special Provisions.

## SECTION 8 - LIQUIDATED DAMAGES

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Provisions for liquidated damages shall be as set forth in the Standard Specifications, unless otherwise modified in the Special Provisions.

## SECTION 9 - PREPARATION OF BID

---

The Bid Form is included with the Bidder's Packet (bound separately). All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid item listed therein. A conditional or qualified bid will not be accepted.

A Bid by a corporation shall be executed in the corporate name by the president, vice president, or other corporate officer. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A Bid by a limited liability company shall be executed in the name of the firm by a member. The state of formation of the firm and the official address of the firm must be shown below the signature.

A Bid by an individual shall show the Bidder's name and official address.

A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture must be shown below the signature.

All names should be typed or printed in ink below the signatures. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form. The address and telephone number for communications regarding the Bid should be shown.

The Bid shall contain evidence of the Bidder's authority and qualification to do business in the state where the Project is located. The Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid Form.

## SECTION 10 - BASIS OF BID; EVALUATION OF BIDS

---

Bidders shall submit a Bid for each item of Work listed in the Bid schedule. Any discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bid items calling for unit prices show estimated quantities of Work to be performed. These quantities are approximate only and are for bidding purposes only. Payment of the Contractor shall be made on the Work actually performed by the Contractor. The Owner reserves the right to increase or decrease the amount of these quantities as may be deemed necessary.

## SECTION 11 - SUBMITTAL OF BID

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Each prospective Bidder is furnished one copy of the Bidder's Packet. The Bidder's Packet is to be completed and submitted. The Bidder's Packet includes the following data:

- A. Bid Form
- B. Bid Security
- C. Bidder's Contract Bond Statement
- D. Certificate of Compliance with Wage Payment Statutes

A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement and shall be enclosed in an opaque, sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and his/her Washington contractor license number, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed as indicated in the in Section 2 of the Instructions to Bidders.

Washington law requires anyone who is engaged for compensation in construction activities to be registered with the State of Washington Department of Labor and Industries in accordance with RCW 18. Registration is required for any individual or business entity that advertises, offers, bids, or arranges to do, or actually does any construction, alteration, remodeling, or repair involving residential, commercial, industrial, or public works improvements. This includes partnerships, corporations, and self-employed individuals, whether working by the hour, week, job, or "cost-plus," whether by written contract or oral agreement.

## SECTION 12 - MODIFICATION AND WITHDRAWAL OF BID

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A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. The Owner shall not accept telegraphic modification, telephonic facsimile, or similar modification.

## SECTION 13 - OPENING OF BIDS

---

Bids will be publicly opened at the time and place indicated in Section 2 of the Instructions to Bidders, and, unless obviously nonresponsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders within 7 days after the opening of Bids.

## SECTION 14 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

---

All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but the Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## SECTION 15 - AWARD OF CONTRACT

---

Award of the Contract will be made to the lowest cost responsible and qualified Bidder. See the Special Provisions for additional information on bid alternates. The Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. The Owner may also reject the Bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. The Owner also reserves the right to waive all informalities not involving price.

More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

In evaluating Bids, the Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid form or prior to the Notice of Award.

In evaluating Bidders, the Owner will consider the qualifications of Bidders and may consider the qualifications and experience of subcontractors, suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of subcontractors, suppliers, and other individuals or entities must be submitted as provided in the Standard Specifications.

The Owner may conduct such investigations as deemed necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents. Such investigation shall be pursuant to Washington Administrative Code 296.

The Owner shall not accept a Bid in which a mistake is clearly evident on the face of the Bid Form document but the intended correct bid is not clearly evident or cannot be substantiated from accompanying documents.

## SECTION 16 - CONTRACT SECURITY AND INSURANCE

---

Division 1 of the Standard Specifications, as may be modified by the Special Provisions, sets forth the Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by such bonds and insurance certificates.

## SECTION 17 - SIGNING OF AGREEMENT

---

When the Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents that are identified in the Agreement as attached thereto. Within 15 days thereafter, the Successful Bidder

shall sign and deliver the required number of counterparts of the Agreement and attached documents to the Owner.

#### SECTION 18 - RETAINAGE

---

A sum of 5-percent of all monies earned on this project will be withheld as retainage per Standard Specification 1-09.9(1). A Notice of Completion of Public Works Contract will be submitted by the Owner to the Washington State Department of Revenue (DOR), Department of Labor and Industries (L&I), and Employment Security Department (ESD) following completion of the work. Retainage will not be released until authorized by DOR, L&I, and ESD.

**BIDDER'S PACKET  
(Bound Separately)**

## **REFERENCE TO STANDARD SPECIFICATIONS**

**The work under this Contract shall be performed as defined on the Drawings, Standard Plans, and in accordance with the Standard Specifications for Road, Bridge, and Municipal Construction, 2021 Edition, as jointly published by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association. The Standard Specifications are amended and modified as per the following Special Provisions.**



## **SPECIAL PROVISIONS**

## INTRODUCTION TO THE SPECIAL PROVISIONS

*(August 14, 2013 APWA GSP)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2021 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)*

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
- *City of Dayton Development Standards, Specifications, and Standard Plans*

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

## SPECIAL PROVISIONS

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2021 Standard Specifications for Road, Bridge and Municipal Construction, and the foregoing Amendments to the Standard Specifications.

Several types of Special Provisions are included in this contract; General, Region, Bridges and Structures, and Project Specific. Special Provisions types are differentiated as follows:

(date)	General Special Provision
(*****)	Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.
(Regions <sup>1</sup> date)	Region Special Provision
(BSP date)	Bridges and Structures Special Provision

**General Special Provisions** are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a "fill-in".

**Region Special Provisions** are commonly applicable within the designated Region. Region designations are as follows:

Regions <sup>1</sup>
ER Eastern Region
NCR North Central Region
NWR Northwest Region
OR Olympic Region
SCR South Central Region
SWR Southwest Region
WSF Washington State Ferries Division

**Bridges and Structures Special Provisions** are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a "fill-in".

**Project Specific Special Provisions** normally appear only in the contract for which they were developed.

1 **DIVISION 1**

2 **GENERAL REQUIREMENTS**

3  
4 **DESCRIPTION OF WORK**

5 *(March 13, 1995)*

6  
7 This contract provides for the replacement of the traffic barrier and pedestrian bridge on the east side of  
8 the Front Street Bridge, as well as a bid alternate to replace the traffic barrier on the west side of the  
9 Front Street Bridge, and all other associated work, all in accordance with the attached Contract Plans,  
10 these Contract Provisions, and the Standard Specifications.

11  
12 **1-01 DEFINITIONS AND TERMS**

13  
14 **1-01.3 Definitions**

15 *(January 4, 2016 APWA GSP)*

16  
17 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with  
18 the following:

19  
20 **Dates**

21  
22 **Bid Opening Date**

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

24  
25 **Award Date**

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

28  
29 **Contract Execution Date**

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

31  
32 **Notice to Proceed Date**

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

34  
35 **Substantial Completion Date**

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

41  
42 **Physical Completion Date**

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

46  
47 **Completion Date**

48 The day all the Work specified in the Contract is completed and all the obligations of the  
49 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 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 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.

1       **Notice of Award**

2       The written notice from the Contracting Agency to the successful Bidder signifying the Contracting  
3       Agency's acceptance of the Bid Proposal.  
4

5       **Notice to Proceed**

6       The written notice from the Contracting Agency or Engineer to the Contractor authorizing and  
7       directing the Contractor to proceed with the Work and establishing the date on which the Contract  
8       time begins.  
9

10       **Traffic**

11       Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian  
12       traffic.  
13

14       **1-02           BID PROCEDURES AND CONDITIONS**

15  
16       **1-02.1       Prequalification of Bidders**

17  
18       Delete this Section and replace it with the following:  
19

20       **1-02.1       Qualifications of Bidder**  
21       *(January 24, 2011 APWA GSP)*  
22

23       Before award of a public works contract, a Bidder must meet at least the minimum qualifications of  
24       RCW 39.04.350(1) to be considered a responsible Bidder and qualified to be awarded a public works  
25       project.  
26

27       **1-02.2       Plans and Specifications**  
28       *(June 27, 2011 APWA GSP)*  
29

30       Delete this section and replace it with the following:  
31

32       Information as to where Bid Documents can be obtained or reviewed can be found in the Call for  
33       Bids (Advertisement for Bids) for the work.  
34

35       After award of the contract, plans and specifications will be issued to the Contractor at no cost as  
36       detailed below:  
37

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.

38  
39       Additional plans and Contract Provisions may be obtained by the Contractor from the source stated  
40       in the Call for Bids, at the Contractor's own expense.  
41  
42

1 **1-02.5 Proposal Forms**

2 *(July 31, 2017 APWA GSP)*

3  
4 Delete this section and replace it with the following:

5  
6 The Proposal Form will identify the project and its location and describe the work. It will also list  
7 estimated quantities, units of measurement, the items of work, and the materials to be  
8 furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call  
9 for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures;  
10 date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's  
11 name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment,  
12 if applicable; a State of Washington Contractor's Registration Number; and a Business License  
13 Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand,  
14 preferably in black ink. The required certifications are included as part of the Proposal Form.

15  
16 The Contracting Agency reserves the right to arrange the proposal forms with alternates and  
17 additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all  
18 alternates and additives set forth in the Proposal Form unless otherwise specified.

19  
20 **1-02.6 Preparation of Proposal**

21 *(July 11, 2018 APWA GSP)*

22  
23 Supplement the second paragraph with the following:

- 24 4. If a minimum bid amount has been established for any item, the unit or lump sum price must  
25 equal or exceed the minimum amount stated.
- 26 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the  
27 signer of the bid.

28  
29 Delete the last two paragraphs, and replace them with the following:

30  
31 If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any  
32 Subcontractor to perform those items of work.

33  
34 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance  
35 form, provided by the Contracting Agency. Failure to return this certification as part of the Bid  
36 Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor  
37 Certification of Wage Law Compliance form is included in the Proposal Forms.

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

39  
40 A bid by a corporation shall be executed in the corporate name, by the president or a vice president  
41 (or other corporate officer accompanied by evidence of authority to sign).

42  
43 A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of  
44 the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be  
45 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.

Section 1-02.6 is supplemented with the following:

(\*\*\*\*\*)

#### **Alternative Bids**

The bidding proposal on this project permits the bidder to submit a bid on one or more alternatives for the construction of pedestrian bridge decking material and an alternative to reconstruct the west side traffic barrier.

#### **Bid Proposal**

The bid proposal is composed of the following parts: Base Bid and Decking Alternative A or Decking Alternative B, as well as Additive Alternate 1.

The Base Bid includes all items that do not change as to quantity, dimension, or type of construction, regardless of which alternative is bid.

Decking Alternative A (wood decking) or B (metal plank decking) will be selected based on available funding.

#### **Additive Alternate 1**

Additive Alternate 1 - West side traffic barrier is based on replacing the existing traffic barrier on the west side of the Front Street Bridge.

#### **Bidding Procedures**

The bidder shall submit a price on each and every item of work included in the Base Bid. The bidder shall also submit prices on each and every item under the alternative.

The successful bidder will be determined by the lowest total of the Base Bid plus Decking Alternative A. Award will be based on the lowest total subject to the requirements of Section 1-03.

#### **1-02.7 Bid Deposit**

*(March 8, 2013 APWA GSP)*

Supplement this Section 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.

**1-02.9 Delivery of Proposal**  
(\*\*\*\*\*)

Delete this section 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.

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 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, 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.

**1-02.12 Public Opening of Proposals**

Section 1-02.12 is supplemented with the following:

(\*\*\*\*\*)

**Date of Opening Bids**

Sealed Bids are to be received at the following location prior to the time specified:

At the City of Dayton City Hall  
111 South 1st Street  
Dayton, Washington 99328

The Bid opening date for this Project is at the time indicated in the Instructions to Bidders.

**1-02.13 Irregular Proposals**

*(October 1, 2020 APWA GSP)*

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, if applicable, as required in Section 1-02.6;
  - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
  - i. The Bidder fails to submit written confirmation 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 form, 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, 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.

1 **1-02.14 Disqualification of Bidders**

2 *(May 17, 2018 APWA GSP, Option A)*

3  
4 Delete this section and replace it with the following:

5  
6 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder  
7 responsibility criteria in RCW 39.04.350(1), as amended.

8  
9 The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria  
10 in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to  
11 request documentation as needed from the Bidder and third parties concerning the Bidder's  
12 compliance with the mandatory bidder responsibility criteria.

13  
14 If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility  
15 criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall  
16 notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this  
17 determination, it may appeal the determination within two (2) business days of the Contracting  
18 Agency's determination by presenting its appeal and any additional information to the Contracting  
19 Agency. The Contracting Agency will consider the appeal and any additional information before  
20 issuing its final determination. If the final determination affirms that the Bidder is not responsible,  
21 the Contracting Agency will not execute a contract with any other Bidder until at least two business  
22 days after the Bidder determined to be not responsible has received the Contracting Agency's final  
23 determination.

24  
25 **1-02.15 Pre Award Information**

26 *(August 14, 2013 APWA GSP)*

27  
28 Revise this section to read:

29  
30 Before awarding any contract, the Contracting Agency may require one or more of these items or  
31 actions of the apparent lowest responsible Bidder:

- 32
- 33 1. A complete statement of the origin, composition, and manufacture of any or all materials to  
34 be used,
  - 35
  - 36 2. Samples of these materials for quality and fitness tests,
  - 37
  - 38 3. A progress schedule (in a form the Contracting Agency requires) showing the order of and  
39 time required for the various phases of the work,
  - 40
  - 41 4. A breakdown of costs assigned to any Bid item,
  - 42
  - 43 5. Attendance at a conference with the Engineer or representatives of the Engineer,
  - 44
  - 45 6. Obtain, and furnish a copy of, a business license to do business in the city or county where  
46 the work is located.
  - 47
  - 48 7. Any other information or action taken that is deemed necessary to ensure that the Bidder is  
49 the lowest responsible Bidder.

**1-03 AWARD AND EXECUTION OF CONTRACT**

**1-03.1 Consideration of Bids**

*(January 23, 2006 APWA GSP)*

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any Bid item, the price per unit will control. If a minimum Bid amount has been established for any item and the Bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

**1-03.3 Execution of Contract**

*(October 1, 2005 APWA GSP)*

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful Bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 10 calendar days after the award date, the successful Bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful Bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the Bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

**1-03.4 Contract Bond**

*(July 23, 2015 APWA GSP)*

Delete the first paragraph and replace it with the following:

The successful Bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment

and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

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

#### **1-04 SCOPE OF WORK**

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

*(March 13, 2012 APWA GSP)*

Revise the second paragraph 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. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency's Standard Plans or Details (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1 **1-04.6 Variation in Estimated Quantities**

2 **(\*\*\*\*\*)**

3  
4 Supplement this section with the following:

5  
6 The quantities for "**Cement Concrete Sidewalk**" have been entered into the Bid Schedule only to  
7 provide a common proposal for Bidders. Actual quantities will be determined in the field as the work  
8 progresses, and will be paid at the original Bid price, regardless of final quantity. These Bid items  
9 shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

10  
11 **1-05 CONTROL OF WORK**

12  
13 **1-05.4 Conformity with and Deviations from Plans and Stakes**

14  
15 Section 1-05.4 is supplemented with the following:

16  
17 *(August 7, 2017)*

18 **Contractor Surveying - Structure**

19  
20 Copies of the Contracting Agency provided primary survey control data are available for the bidder's  
21 inspection at the office of the Engineer.

22  
23 The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes,  
24 slope stakes, and grades necessary for the construction of bridges, noise walls, and retaining walls.  
25 Except for the survey control data to be furnished by the Contracting Agency, calculations,  
26 surveying, and measuring required for setting and maintaining the necessary lines and grades shall  
27 be the Contractor's responsibility.

28  
29 The Contractor shall inform the Engineer when monuments are discovered that were not identified  
30 in the Plans and construction activity may disturb or damage the monuments. All monuments  
31 noted on the plans "DO NOT DISTURB" shall be protected throughout the length of the project or  
32 be replaced at the Contractors expense.

33  
34 Detailed survey records shall be maintained, including a description of the work performed on each  
35 shift, the methods utilized, and the control points used. The record shall be adequate to allow the  
36 survey to be reproduced. A copy of each day's record shall be provided to the Engineer within  
37 three working days after the end of the shift.

38  
39 The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying  
40 and Associated Terms" current edition, published by the American Congress on Surveying and  
41 Mapping and the American Society of Civil Engineers.

42  
43 The survey work by the Contractor shall include but not be limited to the following:

- 44  
45 1. Verify the primary horizontal and vertical control furnished by the Contracting Agency,  
46 and expand into secondary control by adding stakes and hubs as well as additional survey  
47 control needed for the project. Provide descriptions of secondary control to the  
48 Contracting Agency. The description shall include coordinates and elevations of all  
49 secondary control points.

2. Establish, by placing hubs and/or marked stakes, the location with offsets of foundation shafts and piles.
3. Establish offsets to footing centerline of bearing for structure excavation.
4. Establish offsets to footing centerline of bearing for footing forms.
5. Establish wing wall, retaining wall, and noise wall horizontal alignment.
6. Establish retaining wall top of wall profile grade.
7. Establish elevation benchmarks for all substructure formwork.
8. Check elevations at top of footing concrete line inside footing formwork immediately prior to concrete placement.
9. Check column location and pier centerline of bearing at top of footing immediately prior to concrete placement.
10. Establish location and plumbness of column forms, and monitor column plumbness during concrete placement.
11. Establish pier cap and crossbeam top and bottom elevations and centerline of bearing.
12. Check pier cap and crossbeam top and bottom elevations and centerline of bearing prior to and during concrete placement.
13. Establish grout pad locations and elevations.
14. Establish structure bearing locations and elevations, including locations of anchor bolt assemblies.
15. Establish box girder bottom slab grades and locations.
16. Establish girder and/or web wall profiles and locations.
17. Establish diaphragm locations and centerline of bearing.
18. Establish roadway slab alignment, grades and provide dimensions from top of girder to top of roadway slab. Set elevations for deck paving machine rails.
19. Establish traffic barrier and curb profile.
20. Profile all girders prior to the placement of any deadload or construction live load that may affect the girder's profile.

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Engineer.

To facilitate the establishment of these lines and elevations, the Contracting Agency will provide the Contractor with the following primary survey and control information:

1. Descriptions of two primary control points used for the horizontal and vertical control. Primary control points will be described by reference to the project alignment and the coordinate system and elevation datum utilized by the project. In addition, the Contracting Agency will supply horizontal coordinates for the beginning and ending points and for each Point of Intersection (PI) on each alignment included in the project.
2. Horizontal coordinates for the centerline of each bridge pier.
3. Computed elevations at top of bridge roadway decks at one-tenth points along centerline of each girder web. All form grades and other working grades shall be calculated by the Contractor.

The Contractor shall give the Contracting Agency three weeks notification to allow adequate time to provide the data outlined in Items 2 and 3 above. The Contractor shall ensure a surveying accuracy within the following tolerances:

	<u>Vertical</u>	<u>Horizontal</u>
1. Stationing on structures		±0.02 feet
2. Alignment on structures		±0.02 feet
3. Superstructure elevations	±0.01 feet variation from plan elevation	
4. Substructure	±0.02 feet variation from Plan grades.	

The Contracting Agency may spot-check the Contractor's surveying. These spot-checks will not change the requirements for normal checking by the Contractor.

When staking the following items, the Contractor shall perform independent checks from different secondary control to ensure that the points staked for these items are within the specified survey accuracy tolerances:

Piles  
Shafts  
Footings  
Columns

The Contractor shall calculate coordinates for the points associated with piles, shafts, footings and columns. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor for commencing with the survey work. The Contracting Agency will require up to seven calendar days from the date the data is received to issuing approval.

Contract work to be performed using contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.



1       **Payment**

2       Payment will be made for the following bid item when included in the proposal:

3  
4               "Structure Surveying", lump sum.

5  
6       The lump sum contract price for "Structure Surveying" shall be full pay for all labor, equipment,  
7       materials, and supervision utilized to perform the Work specified, including any resurveying,  
8       checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts.

9  
10   **1-05.7       Removal of Defective and Unauthorized Work**  
11   *(October 1, 2005 APWA GSP)*  
12

13   Supplement this section with the following:

14  
15       If the Contractor fails to remedy defective or unauthorized work within the time specified in a  
16       written notice from the Engineer, or fails to perform any part of the work required by the Contract  
17       Documents, the Engineer may correct and remedy such work as may be identified in the written  
18       notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem  
19       necessary.

20  
21       If the Contractor fails to comply with a written order to remedy what the Engineer determines to be  
22       an emergency situation, the Engineer may have the defective and unauthorized work corrected  
23       immediately, have the rejected work removed and replaced, or have work the Contractor refuses to  
24       perform completed by using Contracting Agency or other forces. An emergency situation is any  
25       situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or  
26       might cause serious risk of loss or damage to the public.

27  
28       Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying  
29       defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid  
30       by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due,  
31       the Contractor. Such direct and indirect costs shall include in particular, but without limitation,  
32       compensation for additional professional services required, and costs for repair and replacement of  
33       work of others destroyed or damaged by correction, removal, or replacement of the Contractor's  
34       unauthorized work.

35  
36       No adjustment in contract time or compensation will be allowed because of the delay in the  
37       performance of the work attributable to the exercise of the Contracting Agency's rights provided by  
38       this Section.

39  
40       The rights exercised under the provisions of this section shall not diminish the Contracting Agency's  
41       right to pursue any other avenue for additional remedy or damages with respect to the Contractor's  
42       failure to perform the work as required.  
43  
44

**1-05.11 Final Inspection**

Delete this section and replace it with the following:

**1-05.11 Final Inspections and Operational Testing**  
(October 1, 2005 APWA GSP)

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

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

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

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

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

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

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected. If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7. The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date

shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

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

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

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

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

Add the following new section:

### **1-05.12(1) One-Year Guarantee Period** *(March 8, 2013 APWA GSP)*

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

#### **1-05.13 Superintendents, Labor and Equipment of Contractor**

*(August 14, 2013 APWA GSP)*

Delete the sixth and seventh paragraphs of this section.

#### **1-05.15 Method of Serving Notices**

*(March 25, 2009 APWA GSP)*

Revise the second paragraph 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.

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

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

*(October 1, 2005 APWA GSP)*

Supplement this section 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.

## **1-07.2 State Taxes**

Delete this section, including its sub-sections, in its entirety and replace it with the following:

### **1-07.2 State Sales Tax** *(June 27, 2011 APWA GSP)*

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

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

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

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

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

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

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

1 tangible personal property in or to real property, whether or not such personal property becomes a  
2 part of the realty by virtue of installation.

3  
4 For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail  
5 sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to  
6 each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax  
7 in the unit Bid item prices, or in any other contract amount subject to Rule 170, with the following  
8 exception.

9  
10 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a  
11 subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable  
12 supplies not integrated into the project. Such sales taxes shall be included in the unit Bid item prices  
13 or in any other contract amount.

#### 14 15 **1-07.2(3) Services**

16  
17 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly  
18 for professional or other services (as defined in Washington State Department of Revenue Rules 138  
19 and 244).

### 20 21 **1-07.16 Protection and Restoration of Property**

#### 22 23 **1-07.16(2) Vegetation Protection and Restoration**

24  
25 Section 1-07.16(2) is supplemented with the following:

26  
27 *(August 2, 2010)*

28 Vegetation and soil protection zones for trees shall extend out from the trunk to a distance  
29 of 1 foot radius for each inch of trunk diameter at breast height.

30  
31 Vegetation and soil protection zones for shrubs shall extend out from the stems at ground  
32 level to twice the radius of the shrub.

33  
34 Vegetation and soil protection zones for herbaceous vegetation shall extend to encompass  
35 the diameter of the plant as measured from the outer edge of the plant.

### 36 37 **1-07.17 Utilities and Similar Facilities**

38  
39 Section 1-07.17 is supplemented with the following:

40  
41 *(April 2, 2007)*

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

44  
45 The following addresses and telephone numbers of utility companies known or suspected of having  
46 facilities within the project limits are supplied for the Contractor's convenience:

47  
48 CenturyLink/Lumen – Contact Mark Paden, 102 E. Alder St., Walla Walla, WA 99362, (509) 240-1800  
49

1 City of Dayton, Water/Sanitary Sewer/Stormwater – Contact Jim Costello,  
2 111 South 1st St., Dayton, WA 99328, (509) 386-0875

3  
4 Touchet Valley Television –107 S 1st Street, Dayton, WA 99328, (509) 382-2132

5  
6 Pacific Power & Light – Contact Justin Gibbs, 650 E. Douglas Ave., Walla Walla, WA 99362  
7 (509) 522-7036

8  
9 Columbia Rural Electric Association (REA) – Contact Grant Glaus, 115 E. Main St.,  
10 Dayton, WA 99328, (509) 382-2578

## 11 12 **1-07.18 Public Liability and Property Damage Insurance**

13  
14 Delete this section in its entirety, and replace it with the following:

### 15 16 **1-07.18 Insurance**

17 *(January 4, 2016 APWA GSP)*

#### 18 19 **1-07.18(1) General Requirements**

- 20  
21 A. The Contractor shall procure and maintain the insurance described in all subsections of  
22 section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not  
23 less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency  
24 reserves the right to approve or reject the insurance provided, based on the insurer's financial  
25 condition.
- 26  
27 B. The Contractor shall keep this insurance in force without interruption from the commencement  
28 of the Contractor's Work through the term of the Contract and for thirty (30) days after the  
29 Physical Completion date, unless otherwise indicated below.
- 30  
31 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all  
32 subsequent renewals, shall be no later than the effective date of this Contract. The policy shall  
33 state that coverage is claims made, and state the retroactive date. Claims-made form coverage  
34 shall be maintained by the Contractor for a minimum of 36 months following the Completion  
35 Date or earlier termination of this Contract, and the Contractor shall annually provide the  
36 Contracting Agency with proof of renewal. If renewal of the claims made form of coverage  
37 becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended  
38 reporting period ("tail") or execute another form of guarantee acceptable to the Contracting  
39 Agency to assure financial responsibility for liability for services performed.
- 40  
41 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella  
42 Liability insurance policies shall be primary and non-contributory insurance as respects the  
43 Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance,  
44 self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be  
45 excess of the Contractor's insurance and shall not contribute with it.
- 46  
47 E. The Contractor shall provide the Contracting Agency and all additional insureds with written  
48 notice of any policy cancellation, within two business days of their receipt of such notice.
- 49

1 F. The Contractor shall not begin work under the Contract until the required insurance has been  
2 obtained and approved by the Contracting Agency

3  
4 G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a  
5 material breach of contract, upon which the Contracting Agency may, after giving five business  
6 days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at  
7 its discretion, procure or renew such insurance and pay any and all premiums in connection  
8 therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at  
9 the sole discretion of the Contracting Agency, offset against funds due the Contractor from the  
10 Contracting Agency.

11  
12 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the  
13 Contract and no additional payment will be made.

14  
15 **1-07.18(2) Additional Insured**

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

- 19  
20
  - the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

21  
22 The above-listed entities shall be additional insured(s) for the full available limits of liability  
23 maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are  
24 greater than those required by this Contract, and irrespective of whether the Certificate of  
25 Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those  
26 maintained by the Contractor.

27  
28 For Commercial General Liability insurance coverage, the required additional insured endorsements  
29 shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for  
30 completed operations.

31  
32 **1-07.18(3) Subcontractors**

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

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

42  
43 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency  
44 evidence of insurance and copies of the additional insured endorsements of each Subcontractor of  
45 every tier as required in 1-07.18(4) Verification of Coverage.

46  
47 **1-07.18(4) Verification of Coverage**

48 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and  
49 endorsements for each policy of insurance meeting the requirements set forth herein when the



Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

Such policy must provide the following minimum limits:

- |             |   |
|-------------|---|
| \$1,000,000 | Each Occurrence                           |
| \$2,000,000 | General Aggregate                         |
| \$2,000,000 | Products & Completed Operations Aggregate |

1           \$1,000,000     Personal & Advertising Injury each offence  
2           \$1,000,000     Stop Gap / Employers' Liability each accident  
3

4       **1-07.18(5)B Automobile Liability**

5       Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written  
6       on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of  
7       pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.  
8

9       Such policy must provide the following minimum limit:

10           \$1,000,000     Combined single limit each accident  
11

12       **1-07.18(5)C Workers' Compensation**

13       The Contractor shall comply with Workers' Compensation coverage as required by the Industrial  
14       Insurance laws of the State of Washington.  
15

16       **1-07.23     Public Convenience and Safety**  
17

18       **1-07.23(1) Construction under Traffic**  
19

20       Section 1-07.23(1) is supplemented with the following:  
21

22       *(January 2, 2012)*

23       **Work Zone Clear Zone**

24       The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies  
25       only to temporary roadside objects introduced by the Contractor's operations and does not apply to  
26       preexisting conditions or permanent Work. Those work operations that are actively in progress shall  
27       be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.  
28

29       During nonworking hours equipment or materials shall not be within the WZCZ unless they are  
30       protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete  
31       barrier shall be permitted only if the Engineer approves the installation and location.  
32

33       During actual hours of work, unless protected as described above, only materials absolutely  
34       necessary to construction shall be within the WZCZ and only construction vehicles absolutely  
35       necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the  
36       shoulder of the roadway.  
37

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

40       Deviation from the above requirements shall not occur unless the Contractor has requested the  
41       deviation in writing and the Engineer has provided written approval.  
42

43       Minimum WZCZ distances are measured from the edge of traveled way and will be determined as  
44       follows:  
45

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

#### 1-07.24 Rights of Way

(July 23, 2015 APWA GSP)

Delete this Section and replace it with the following:

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

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

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

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

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

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property

owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

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

Add the following new Section:

### **1-08.0 Preliminary Matters** *(May 25, 2006 APWA GSP)*

Add the following new Section:

#### **1-08.0(1) Preconstruction Conference** *(October 10, 2008 APWA GSP)*

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new Section:

#### **1-08.0(2) Hours of Work** *(December 8, 2014 APWA GSP)*

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

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

1 If the Contractor wishes to deviate from the established working hours, the Contractor shall submit  
2 a written request to the Engineer for consideration. This request shall state what hours are being  
3 requested, and why. Requests shall be submitted for review no later than 2 days prior to the day(s)  
4 the Contractor is requesting to change the hours.

5  
6 If the Contracting Agency approves such a deviation, such approval may be subject to certain other  
7 conditions, which will be detailed in writing. For example:

- 8  
9 1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency  
10 for the costs in excess of straight-time costs for Contracting Agency representatives who  
11 worked during such times. (The Engineer may require designated representatives to be  
12 present during the work. Representatives who may be deemed necessary by the Engineer  
13 include, but are not limited to: survey crews; personnel from the Contracting Agency's  
14 material testing lab; inspectors; and other Contracting Agency employees or third party  
15 consultants when, in the opinion of the Engineer, such work necessitates their presence.)
- 16 2. Considering the work performed on Saturdays, Sundays, and holidays as working days with  
17 regard to the contract time.
- 18 3. Considering multiple work shifts as multiple working days with respect to contract time even  
19 though the multiple shifts occur in a single 24-hour period.
- 20 4. If a 4-10 work schedule is requested and approved the non-working day for the week will be  
21 charged as a working day.
- 22 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded  
23 properly on certified payroll.  
24

#### 25 **1-08.4 Prosecution of Work**

26  
27 Delete this section and replace it with the following:

#### 28 **1-08.4 Notice to Proceed and Prosecution of Work**

29  
30  
31 **(\*\*\*\*\*)**

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

#### 40 41 **1-08.5 Time for Completion**

42 *(November 30, 2018 APWA GSP, Option A)*

43  
44 Revise the third and fourth paragraphs to read:

45  
46 Contract time shall begin on the first working day following the Notice to Proceed Date.

47  
48 Each working day shall be charged to the contract as it occurs, until the contract work is physically  
49 complete. If substantial completion has been granted and all the authorized working days have

1 been used, charging of working days will cease. Each week the Engineer will provide the Contractor  
2 a statement that shows the number of working days: (1) charged to the contract the week before;  
3 (2) specified for the physical completion of the contract; and (3) remaining for the physical  
4 completion of the contract. The statement will also show the nonworking days and any partial or  
5 whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each  
6 statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be  
7 considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to  
8 ascertain the basis and amount of time disputed. By not filing such detailed protest in that period,  
9 the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is  
10 approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week  
11 in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of  
12 that week will be charged as a working day whether or not the Contractor works on that day.  
13

14 Revise the sixth paragraph to read:

15  
16 The Engineer will give the Contractor written notice of the completion date of the contract after all  
17 the Contractor's obligations under the contract have been performed by the Contractor. The  
18 following events must occur before the Completion Date can be established:  
19

- 20 1. The physical work on the project must be complete; and
  - 21 2. The Contractor must furnish all documentation required by the contract and required by law, to  
22 allow the Contracting Agency to process final acceptance of the contract. The following  
23 documents must be received by the Project Engineer prior to establishing a completion date:
    - 24 a. Certified Payrolls (per Section 1-07.9(5)).
    - 25 b. Material Acceptance Certification Documents
    - 26 c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract
    - 27 Provisions.
    - 28 d. Final Contract Voucher Certification
    - 29 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all
    - 30 Subcontractors
    - 31 f. A copy of the Notice of Termination sent to the Washington State Department of Ecology
    - 32 (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of
    - 33 Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This
    - 34 requirement will not apply if the Construction Stormwater General Permit is transferred
    - 35 back to the Contracting Agency in accordance with Section 8-01.3(16).
    - 36 g. Property owner releases per Section 1-07.24
- 37

38 Section 1-08.5 is supplemented with the following:  
39

40 (\*\*\*\*\*)

41 This project shall be physically completed within 40 working days.  
42  
43

1 **1-09 MEASUREMENT AND PAYMENT**

2  
3 **1-09.6 Force Account**

4 *(October 10, 2008 APWA GSP)*

5  
6 Supplement this section with the following:

7  
8 The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to  
9 be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts  
10 are to become a part of Contractor's total Bid. However, the Contracting Agency does not warrant  
11 expressly or by implication, that the actual amount of work will correspond with those estimates.  
12 Payment will be made on the basis of the amount of work actually authorized by Engineer.

13  
14 **1-09.9 Payments**

15 *(March 13, 2012 APWA GSP)*

16  
17 Supplement this section with the following:

18  
19 Lump sum item breakdowns are not required when the Bid price for the lump sum item is less than  
20 \$20,000.

21  
22 **1-09.13 Claims Resolution**

23  
24 **1-09.13(3) Claims \$250,000 or Less**

25 *(October 1, 2005 APWA GSP)*

26  
27 Delete this section and replace it with the following:

28  
29 The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or  
30 less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes,  
31 shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim  
32 through binding arbitration.

33  
34 **1-09.13(3)A Administration of Arbitration**

35 *(November 30, 2018 APWA GSP)*

36  
37 Revise the third paragraph to read:

38  
39 The Contracting Agency and the Contractor mutually agree to be bound by the decision of the  
40 arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior  
41 Court of the county in which the Contracting Agency's headquarters is located, provided that where  
42 claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and  
43 jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the  
44 decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.  
45  
46

1 **1-10 TEMPORARY TRAFFIC CONTROL**

2  
3 **1-10.4 Measurement**

4  
5 **Lump Sum Bid for Project (No Unit Items)**

6  
7 Section 1-10.4(1) is supplemented with the following:

8  
9 *(August 2, 2004)*

10 The proposal contains the item "**Project Temporary Traffic Control**", lump sum. The provisions of  
11 Section 1-10.4(1) shall apply.

12  
13 **DIVISION 2**  
14 **EARTHWORK**

15  
16 **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

17  
18 **2-02.1 Description**

19  
20 Section 2-02.1 is supplemented with the following:

21  
22 *(\*\*\*\*\*)*

23 This work shall consist of removing and disposing all items that interfere with construction. This  
24 includes, but is not limited to, sidewalks, existing traffic barrier and pedestrian bridge, and all  
25 associated structural elements.

26  
27 **2-02.5 Payment**

28  
29 Section 2-02.5 is supplemented with the following:

30  
31 *(\*\*\*\*\*)*

32 "**Removal of Structures and Obstructions**", per lump sum.

33 Payment for "Removal of Structures and Obstructions" shall include removal of all items shown or  
34 necessary for project improvements that are not specifically covered by other Bid items.

35  
36 **2-07 WATERING**

37  
38 **2-07.1 Description**

39  
40 Section 2-07.1 is supplemented with the following:

41  
42 *(\*\*\*\*\*)*

43 Water for dust control, compaction of trenches, placement of crushed surfacing, pipeline flushing  
44 and testing, tree watering, etc. will be available at City of Connell specified fire hydrant location.  
45 Contractor shall be responsible for obtaining a hydrant meter from the City of Connell. Flushing of  
46 dirt or debris into the City storm drain system shall be prohibited.

47  
48 The Contractor shall take appropriate action to control dust caused by its operations. This shall  
49 include, but not be limited to, watering of exposed areas daily, cleaning of roadways as required (no



less than twice a week), etc. If the Contractor fails to properly control dust, the Engineer may request him to do so verbally or in writing. If after four hours from this request, the Contractor has not corrected the dust problem, the Contracting Agency may elect to have the corrective work performed and withhold the cost from the Contractor's payments.

#### **2-07.4 Measurement**

Section 2-07.4 is removed and replaced with the following:

(\*\*\*\*\*)

No measurement for Watering shall be made.

#### **2-07.5 Payment**

Section 2-07.5 is removed and replaced with the following:

(\*\*\*\*\*)

All cost for watering and dust control on this project shall be considered a normal part of the construction project with all cost to provide watering and dust control at the sole cost of the Contractor.

### **2-09 STRUCTURE EXCAVATION**

#### **2-09.5 Payment**

Section 2-09.5 is supplemented with the following:

(\*\*\*\*\*)

All costs for excavation shall be considered incidental to construction of the Structure.

## **DIVISION 6 STRUCTURES**

### **6-03 STEEL STRUCTURES**

#### **6-03.4 Measurement**

Section 6-03.4 is supplemented with the following:

(\*\*\*\*\*)

Measurement for payment for "**Metal Plank Decking**" shall be made on a square yard basis of the finished surface.

1     **6-03.5       Payment**

2  
3     Section 6-03.5 is supplemented with the following:

4  
5         (\*\*\*\*\*)

6         The lump sum Contract price for "**Structure - \_\_\_\_**" shall be full pay for all costs in connection with  
7         furnishing all materials, labor, tools, and equipment necessary for the manufacture, fabrication,  
8         transportation, erection, and painting of all items used in the completed Structure, except decking  
9         material, including the providing of such other protective coatings or treatment as may be shown in  
10        the Plans or specified in the Special Provisions.

11  
12        Payment for "**Metal Plank Decking**" shall include all costs in connection with furnishing all materials  
13        including decking, fasteners, etc., labor, tools, and equipment necessary to install the decking.

14  
15     **6-04        TIMBER STRUCTURES**

16  
17     **6-04.4      Measurement**

18  
19     Section 6-04.4 is supplemented with the following:

20  
21         (\*\*\*\*\*)

22         Measurement for payment for "**Wood Decking**" shall be made on a square yard basis of the finished  
23         surface.

24  
25     **6-04.5      Payment**

26  
27     Section 6-04.5 is supplemented with the following:

28  
29         (\*\*\*\*\*)

30         Payment for "**Wood Decking**" shall include all costs in connection with furnishing all materials  
31         including decking, fasteners, etc., labor, tools, and equipment necessary to install the decking.

32  
33     **DIVISION 8**

34     **MISCELLANEOUS CONSTRUCTION**

35  
36     **8-01    EROSION CONTROL AND WATER POLLUTION CONTROL**

37  
38     **8-01.3     Construction Requirements**

39  
40     Section 8-01.3 is supplemented with the following:

41  
42         (\*\*\*\*\*)

43         All work shall be completed outside of the wetted perimeter of the channel. No in-water work  
44         (equipment) is allowed.

1 **8-01.4 Measurement**

2  
3 Section 8-01.4 is supplemented with the following:

4  
5 (\*\*\*\*\*)

6 When the Bid Schedule contains the lump sum item "**Erosion Control and Water Pollution**  
7 **Prevention**" there will be no measurement of unit or force account items for work defined in  
8 Section 8-01. If the Bid Schedule includes the Bid item "ESC Lead" the measurement is not deleted  
9 and the work under that item will be measured as specified.

10  
11 **8-01.5 Payment**

12  
13 Section 8-01.5 is supplemented with the following:

14  
15 (\*\*\*\*\*)

16 "**Erosion Control and Water Pollution Prevention**", lump sum.

17 The lump sum Contract price for "Erosion Control and Water Pollution Prevention" shall be full  
18 payment to perform the Work. Progress payments for the lump sum item "Erosion Control and  
19 Water Pollution Prevention" will be made as follows:

- 20  
21 1. The Contracting Agency will pay 25 percent of the bid amount for the initial set up for the  
22 item. Initial set up includes the following:
- 23 a. Submittal of a new TESC Plan,
  - 24
  - 25 b. Submittal of a schedule for the installation of the BMP's,
  - 26
  - 27 c. Identifying water quality sampling locations, and
  - 28
  - 29 d. Initial installation of BMP's (inlet protection, construction entrance, etc.) associated
  - 30 with sensitive areas delineation, clearing/grubbing and perimeter control.
  - 31
- 32 2. The remaining seventy-five percent of the bid amount shall be paid in accordance with  
33 Section 1-09.9.

34  
35 **8-02 ROADSIDE RESTORATION**

36  
37 **8-02.4 Measurement**

38  
39 This section is supplemented with the following:

40  
41 (\*\*\*\*\*)

42 Measurement for payment for "**Site Restoration**" shall be made on a lump sum basis.

1 **8-02.5 Payment**

2  
3 This section is supplemented with the following:

4  
5 (\*\*\*\*\*)

6 The lump sum contract price for "**Site Restoration**" shall be full pay for all landscape restoration,  
7 resetting pavers, cleanup, creek bank restoration, etc., as necessary to restore the site to  
8 pre-construction conditions.  
9

10 **8-14 CEMENT CONCRETE SIDEWALKS**

11  
12 **8-14.4 Measurement**

13  
14 The first and second paragraphs of this section shall be deleted and replaced with the following:

15  
16 (\*\*\*\*\*)

17 Measurement for payment for "**Cement Concrete Sidewalk**" shall be on a per square yard basis.  
18

19 **8-14.5 Payment**

20  
21 The first and second paragraphs of this section shall be deleted and replaced with the following:

22  
23 (\*\*\*\*\*)

24 Payment for "**Cement Concrete Sidewalk**" shall include removal of existing sidewalk if necessary,  
25 the crushed surfacing placed under the sidewalk, and excavation beneath the sidewalk.  
26

27 **APPENDICES**

28 *(January 2, 2012)*

29  
30 The following appendices are attached and made a part of this contract:

31  
32 **APPENDIX A:**

33 City of Dayton Material Specifications and Construction Requirements  
34

35 **APPENDIX B:**

36 City of Dayton Standard Plans

## **WAGE REQUIREMENTS**

### **PUBLISHED BY THE WASHINGTON STATE DEPARTMENT OF LABOR AND INDUSTRIES**

The State of Washington prevailing wage rates applicable for this public works project may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/Lni/wagelookup/prvWagelookup.aspx>. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is December 21, 2020.

A copy of the applicable prevailing wage rates is also available for viewing at the office of the Engineer, located at 214 East Birch Street, Walla Walla, Washington 99362. Upon request, the Engineer will mail a hard copy of the applicable prevailing wages for this project.

## **APPENDICES**

## **APPENDIX A**

### **CITY OF DAYTON MATERIAL SPECIFICATIONS AND CONSTRUCTION REQUIREMENTS**

# Section 3 - Material Specifications and Construction Requirements

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## 3.1 Introduction

The following is a listing of general design, construction, and material requirements for facilities constructed within the City of Dayton. In addition to the requirements listed below, designers, developers, and contractors working within the City of Dayton shall follow generally accepted practices at all times. In cases where specific products are listed below, approved equals may be accepted with approval from the City. The contractor shall be responsible for submitting for approval shop drawings, equipment data, material samples, or a Manufacturer's Certificate of Compliance for all materials used on City property. Materials not submitted for approval will be subject to removal at the contractor's expense. An example material submittal form is included in the appendix.

## 3.2 General

### 3.2.1 Design/Execution

- a. The contractor/developer shall be responsible for locating and protecting all existing utilities within the project area. All advance exploration to protect existing utilities shall be made. The one call locate number for Columbia County is 811. The City of Dayton is a member of the one call system. For the City of Dayton, call 509-382-2361.
- b. The contractor shall notify utility users as well as the City of Dayton a minimum of 24 hours prior to the utility being turned off. Coordinate the operation of all valves with the City ahead of time. A minimum notice of 24 hours is required. City crews will open and close main line valves.
- c. Existing control points and monuments shall be protected at all times. The contractor will be responsible for resetting any control points or monuments that are disturbed as a result of their actions.
- d. All surfaces and facilities disturbed as a result of the contractor's actions shall be restored to a condition equal to or better than they existed prior to construction.
- e. All work areas are to be kept clean, and dust shall be kept to a minimum at all times. Material stockpiles are only to be located within the right-of-way when approved by the City. Streets shall be kept clean at all times; all dirt tracked onto streets shall be swept off and cleaned daily.
- f. The contractor is responsible for all vehicular and pedestrian traffic control. All signs, barricades, barriers, lights, cones, etc. shall comply with the Manual on Uniform Traffic Control Devices (MUTCD) and all traffic control operations must be acceptable to the City of Dayton.
- g. All cuts in existing pavement shall be saw cut, and the disturbed surfaces shall be patched within a timeline acceptable to the City of Dayton.



- h. Open ends of all abandoned pipes shall be capped or plugged in a manner acceptable to the City to prevent infiltration of sediment.
- i. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work, including excavation safety. The contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction as it relates to project and work safety.
- j. The contractor shall be responsible for providing his/her own construction testing, monitoring, and quality control program to ensure the materials used on the project and in the contractor's operations are in compliance with the City of Dayton's Material Specifications and Construction Requirements and the City's Standard Plans. The contractor will perform tests and use test methods as required in WSDOT's Standard Specifications for Road, Bridge, and Municipal Construction - current edition. A written quality control program shall be provided to the City for review prior to any work being performed. The plan shall describe how the contractor will monitor and ensure quality control throughout the work. Materials, equipment, or work that fails to meet the above mentioned requirements shall not be used in the work. Test results shall be provided to the City.
- k. All bedding, select backfill, general backfill, and foundation material shall be compacted as outlined in the Standard Specifications.

### 3.2.2 Materials

The following materials information shall be utilized with the General Standard Plans (Section 1).

**TABLE 3.2.2**  
**Materials to be Used with General Standard Plans**

Material	Specification
Monument Case and Cover	Gray iron castings conforming to American Association of State Highway and Transportation Officials (AASHTO) M36, Class 30B
Bedding	<b>Non-Groundwater Condition</b> Crushed surfacing top course per WSDOT Standard Specification 9-03.9(3); or gravel backfill for pipe zone bedding per WSDOT Standard Specification 9-03.12(3) <b>Groundwater Condition</b> Crushed screening per WSDOT Standard Specification 9-03.4(2)
Select Backfill	<b>Non-Groundwater Condition</b> Crushed surfacing top course per WSDOT Standard Specification 9-03.9(3); or gravel backfill for pipe zone bedding per WSDOT Standard Specification 9-03.12(3) <b>Groundwater Condition</b> Crushed screening per WSDOT Standard Specification 9-03.4(2)
General Backfill	Native or imported material free of vegetative matter, boulders (10-inch plus), frozen material, and any other unsuitable material; shall have a moisture content that will allow for the required compaction.
Foundation Material	Free-draining, crushed rock with a maximum size of 2.5-inch and less than 1 percent passing the No. 200 sieve
Locating Wire	12 awg UF solid copper

**TABLE 3.2.2 (cont.)**  
**Materials to be Used with General Standard Plans**

<b>Material</b>	<b>Specification</b>
Locating Wire Silicone Splice Kit	King Technology Model 50-566
Concrete for Utility Adjustments	Air entrained, 4,000 pounds per square inch (psi) minimum 28-day strength per WSDOT Standard Specification 6-02
Geotextile	Geotextile for the defined application meeting the minimum requirements of WSDOT Standard Specification 9-33.2(1) Table 6
Silt Fence	Plastic or wire mesh per WSDOT Standard Specification 8-01.3(9)A and 9-33.2(1) Table 6
Silt Fence-Post	<b>Wood</b> - 1.25-inch by 1.25-inch <b>Steel</b> - 0.9 pound per foot (lbs/ft)
Storm Drain Inlet Protection	Geotextile fabric meeting the minimum requirements of WSDOT Standard Specification 9-33.2, Table 1 for Moderate Survivability and Table 2 for Filtration Properties
Reinforcing Steel	Meet the minimum requirements of WSDOT Standard Specification 9-07

### 3.3 Street

#### 3.3.1 Design/Execution

- a. All street work shall be designed and constructed per the City of Dayton Standard Plans, these Specifications, and WSDOT's Standard Specifications for Road, Bridge, and Municipal Construction - current edition.
- b. Minimum testing frequencies shall be as determined by the City of Dayton or the applicable funding agency.
- c. In areas containing unstable or wet silty soils, separation/support fabric shall be placed above subgrade.
- d. All signage shall be per the MUTCD.
- e. Asphalt overlays and chip seals shall be constructed as required by the City of Dayton. Minimum asphalt overlay thickness is 1.5 inches.
- f. Crushed surfacing shall be compacted to a minimum of 95 percent of WSDOT Test Method 606.
- g. Hot mix asphalt (HMA) shall be compacted to a minimum of 91 percent of the maximum theoretical density.

#### 3.3.2 Materials

The following materials information shall be utilized with the Street Standard Plans (Section 2).

**TABLE 3.3.2**  
**Materials to be Used with Street Standard Plans**

<b>Material</b>	<b>Specification</b>
Crushed Surfacing	Crushed surfacing top course or crushed surfacing base course per WSDOT Standard Specification 9-03.9(3)
Separation/Support Fabric	Woven geotextile for separation per WSDOT Standard Specification 9-33.2(1) Table 3
Subgrade	Compacted to a minimum of 95 percent of WSDOT Test Method T-99. Any soft or yielding areas as exposed by a loaded dump truck shall be removed and replaced with appropriate material and recompacted.
HMA	Commercial HMA, Cl. 1/2-inch PG64-28, or PG70-28 Minimum design load 0.8 million ESAL's
Cement Concrete Pavement	Air entrained, 4,000 psi minimum 28-day strength per WSDOT Standard Specification 6-02
Cement Concrete for Sidewalks, Driveways, Curb, and Curb and Gutter	<b>Sidewalks</b> - Commercial mix air entrained, 4,000 psi minimum 28-day strength per WSDOT Standard Specification 6-02 <b>Driveways, Curb, and Curb and Gutter</b> - Air entrained, commercial mix 4,000 psi minimum 28-day strength per WSDOT Standard Specification 6-02
Expansion Joint	3/8-inch expansion joint to the full concrete section per AASHTO M213 Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction
Detectable Warning Pattern	<b>Color</b> - Safety Yellow <b>Size</b> - 2 feet by ramp width <b>Maximum Height</b> - 3/8 inch above ramp surface
Street Signs	<b>Sheet Aluminum Signs</b> - WSDOT Standard Specification 9-28.8 <b>Reflective Sheeting</b> - WSDOT Standard Specification 9-28.12 <b>Posts</b> - 3 lbs/ft U - Channel painted green in color
Concrete Curing Materials	As outlined in the Standard Specifications

### 3.4 Water

#### 3.4.1 Design/Execution

- a. All water work shall be designed and constructed per the City of Dayton Standard Plans, these Specifications, and the American Water Works Association (AWWA) specifications.
- b. Valves shall be located as directed by the City. As a minimum requirement, valves shall be placed such that single blocks may be isolated without impacting water service to other areas of town.
- c. Mechanically restrained fittings, pipe joints, and/or thrust blocks are to be used at all locations deemed necessary by the City and/or the design engineer. The design engineer shall provide a detailed design of all mechanical restraints to the City.
- d. All trench excavation shall be done in accordance with the current provisions of the safety and health regulations of the Washington State Department of Labor and Industries (L&I). No trenches shall be left open at any time unless guarded with adequate barricades, warning lamps, and signs. Proper traffic and pedestrian control shall be provided at all times.

- e. All utility trench floors shall be compacted to a minimum 80 percent of the maximum density prior to the placement of bedding and pipe. If native trench bottom conditions are unstable, the native material shall be replaced with foundation material.
- f. Minimum depth of bury for water mains is 42 inches. If existing conditions prevent a bury depth of 42 inches, the bury depth may be reduced to 36 inches with approval from the City.
- g. Minimum depth of bury for water services is 36 inches unless otherwise approved.
- h. All water main sizes shall be approved by the City and shall be 8 inches or larger. Water mains smaller than 8 inches will only be allowed in isolated cases.
- i. The standard size water service line shall be 1 inch. The standard meter size shall be 5/8 inch x 3/4 inch.

### 3.4.2 Materials

The following materials information shall be utilized with the Water Standard Plans (Section 3).

**TABLE 3.4.2**  
**Materials to be Used with Water Standard Plans**

Material	Specification
<b>Water Mains (both ductile iron [DI] and polyvinyl chloride [PVC] are allowed)</b>	
DI Water Main	<b>6-Inch and Smaller</b> - AWWA C151 Class 52 <b>8-Inch and Larger</b> - AWWA C151 Class 50
PVC Water Main	<b>Under 4-Inch</b> - ASTM D2241 <b>4- to 12-Inch</b> - AWWA C900 <b>14- to 30-Inch</b> - AWWA C905
<b>Service Line</b>	
Polyethylene Tubing	As per Section 9-30.6(3) B of the Standard Specifications
Copper Pipe	Type K seamless, of annealed conforming to ASTM D88
Galvanized Pipe	<b>2-Inch and Smaller</b> - Galvanized wrought iron conforming to ASTM A120 (only allowed with written approval from the City)
<b>Fittings</b>	
Water Main Coupling	Smith-Blair or Ford, fabricated steel couplings conforming to AWWA C219
Service Saddles	<b>DI</b> <b>3/4- and 1-Inch</b> - Ford FS 101 <b>Larger than 1-Inch</b> - Ford FS202
Corporation Stops	Mueller Ball Corp brass ball valve stops per AWWA C-800
Curb Stop	Mueller Series 30P brass ball valves
Curb Stop Box	Mueller Arch Pattern Curb Box with foot piece and Type PS plug style lid with pentagon bolt
Restrained Fittings	MEGALUG field-installed restraint devices as manufactured by Ebaa Iron, Inc.

**TABLE 3.4.2 (cont.)**  
**Materials to be Used with Water Standard Plans**

<b>Material</b>	<b>Specification</b>
<b>Fittings (cont.)</b>	
Restrained Pipe Joints	DI push-on joints with a field locking gasket as manufactured FIELDLOK Gasket System as manufactured by U.S. Pipe and Foundry Company. FIELDLOK DI Series is to be used for DI pipe. FIELDLOK PV Series is to be used for C900 PVC pipe.
Thrust Blocks	<b>Concrete</b> - 2,500 psi minimum 28-day strength <b>Anchor Rods</b> - 3/4 inch diameter galvanized steel or epoxy coated reinforcement bar conforming to AASHTO M284
Blow Off/Flush Type Hydrant	Mueller Dry Barrel Type per AWWA C502 with a 2-1/8-inch main valve and one 2-1/2-inch hose nozzle.
Fire Hydrant	Mueller Centurion M&H Model 929 or Clow 2500 per AWWA C502 with a 5-1/4-inch main valve opening, two 2-1/2-inch NST nozzles, and one 4-1/2-inch NST pumper nozzle. Operating nut shall be 1-1/2-inch pentagon.
<b>Valves</b>	
Main Line Valves Gate Valves (2- to 10-inch) Butterfly Valves (12-inch and larger)	<b>Main Line Valves</b> - Shall have a 2-inch AWWA operation nut, open counter-clockwise <b>Gate Valves (2- to 10-inch)</b> - Iron body, resilient wedge, non-rising stem per AWWA C509 or C515, 200 psi minimum <b>Butterfly Valve (12-inch and larger)</b> - M&H 450, rubber seated, tight closing with a sealed gear operator
Ball Valves – 2 inch and smaller	Bronze, conforming to Federal Specification WW-V-35, Type II, Class A, Style 3, rated for a minimum working pressure of 125 psi
Valve Box	Cast iron, sliding type box large enough to cover the top casting of the valve conforming to AWWA C600, Section 10.3. Valve box diameter shall not be less than 5-inch, and shall be long enough to not be fully extended when installed.
<b>Water Meter</b>	
Small Meter	Sensus SR2 reading in cubic feet
Large Meter	Invensys Metering Systems single register high-performance compound meter reading in cubic feet
Meter Resetter	1-inch and smaller-Ford 40 Series resetter
Water Meter Box (Non-Traffic)	Plastic Boxes – Size, make, and model subject to approval by the Public Works Director
Water Meter Box (Traffic Area)	Concrete Boxes – Size, make, and model subject to approval by the Public Works Director
Backflow Prevention	As currently approved by AWWA and the U.S.C. Reports

## 3.5 Sanitary Sewer

### 3.5.1 Design/Execution

- a. All sewer work shall be designed and constructed per the City of Dayton Standard Plans, these Specifications, and Ecology Criteria for Sewage Works Design.
- b. All trench excavation shall be done in accordance with the current provisions of the safety and health regulations of L&I. No trenches shall be left open at any time unless

guarded with adequate barricades, warning lamps, and signs. Proper traffic and pedestrian control shall be provided at all times.

- c. All utility trench floors shall be compacted to a minimum 80 percent of the maximum density prior to the placement of bedding and pipe. If native trench bottom conditions are unstable, the native material shall be replaced with foundation material.
- d. Minimum depth of bury for sewer mains is 36 inches. Bury depths less than 36 inches must be approved by the City.
- e. All sewer main sizes shall be as approved by the City and shall be 8 inches or larger. Sewer mains smaller than 8 inches will only be allowed in isolated cases. Sewer service lines shall be 4 inches or larger.
- f. Pipes shall be laid straight and with a constant slope between manholes unless otherwise approved by the City.
- g. Minimum gravity sewer slopes are as follows:

**TABLE 3.5.1.g**  
**Minimum Gravity Sewer Slopes**

Sewer Size (Inches)	Minimum Slope (Percent)
8	0.40
10	0.28
12	0.22
14	0.17
18	0.12
24	0.08

### 3.5.2 Materials

The following materials information shall be utilized with the Sanitary Sewer Standard Plans (Section 4).

**TABLE 3.5.2**  
**Materials to be Used with Sanitary Sewer Standard Plans**

Material	Specification
Sewer Main	<b>Solid Wall PVC up to 15-Inch</b> - ASTM D-3034 SDR 35 <b>Solid Wall PVC 18- to 24-Inch</b> - ASTM F-679
Sewer Service	<b>Solid Wall PVC</b> - ASTM D3034 SDR 35
Manhole Pipe Connectors	A-Lok pipe connector as manufactured by A-Lok Products, Inc; PSX Flexible Connector as manufactured by Press Seal Gasket Corporation; or Kor-N-Seal as manufactured by Core and Seal Company

**TABLE 3.5.2 (cont.)**  
**Materials to be Used with Sanitary Sewer Standard Plans**

<b>Material</b>	<b>Specification</b>
Flexible Coupling	Flexible couplings with stainless steel shear rings as manufactured by Fernco
Manholes	Precast base manhole with eccentric cone per ASTM C-478 Kent seal joint sealant shall be placed between all sections Manholes with a depth of 5.5 feet or less from the top of the manhole cover to the pipe invert shall utilize a 2-foot tall cone section. Flat slab covers will not be allowed unless approved by the City.
Manhole Frames and Covers	Manhole frames and covers shall be per WSDOT Standard Specification 9-05.15(1) as manufactured by D&L Foundry, East Jordan Iron Works, or Olympic Foundry
Main Line Cleanouts	Inland Foundry Co. No. 240 for 8-inch riser pipe, No. 241 for 6-inch riser pipe, or similar with cast iron ring and cover

### 3.6 Storm Sewer

#### 3.6.1 Design/Execution

- a. Stormwater runoff generated as a result of newly constructed facilities shall be contained and disposed of by an on-site stormwater disposal system. All stormwater disposal systems shall be designed by an engineer licensed in the state of Washington. Stormwater disposal systems include drainfields, drywells, swales, detention ponds, or other devices used to dispose of stormwater on site. Each design shall be unique to the particular site and shall include all advance exploration necessary to design a properly functioning stormwater disposal system.
- b. Stormwater disposal systems shall be designed to meet the following minimum requirements:
  1. Store 100 percent of a 25-year, 1-hour storm event
  2. Percolate 100 percent of a 25-year, 24-hour storm event in 18 hours or less
  3. Percolate 100 percent of a 100-year, 24-hour storm event in less than 24 hours
  4. If significant damage is likely to occur to public or private facilities when the storm event exceeds the design criteria, or in the event of a system failure, the design engineer shall incorporate design features to minimize damage to neighboring facilities.
- c. The minimum guidelines for injection wells outlined in Ecology's Stormwater Management Manual for Eastern Washington shall be maintained. Current regulations require that the lowest elevation of any portion of an injection well shall maintain a minimum separation of 5 feet from groundwater.
- d. Infiltration ponds shall be designed to meet the minimum requirements outlined in Ecology's Stormwater Management Manual for Eastern Washington. Ponds shall be designed with a minimum of 1 foot of freeboard from the rim or overflow of the infiltration pond to the maximum ponding level. The bottoms of all ponds shall be lined

with free draining aggregate and planted with low growing vegetation that will not plug the aggregate.

- e. A complete design including design calculations shall be submitted to the City for approval. The design and design calculations shall be consistent with one of the methods outlined in the WSDOT's Hydraulics Manual or Ecology's Stormwater Management Manual for Eastern Washington.

### 3.6.2 Materials

The following materials information shall be utilized with the Storm Sewer Standard Plans (Section 5).

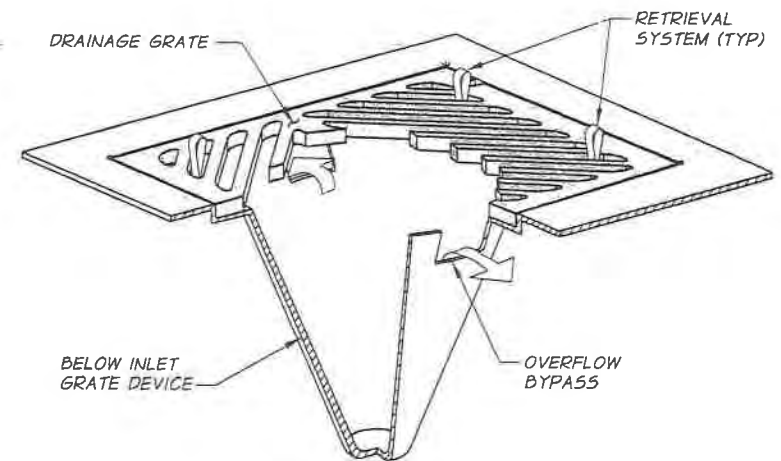
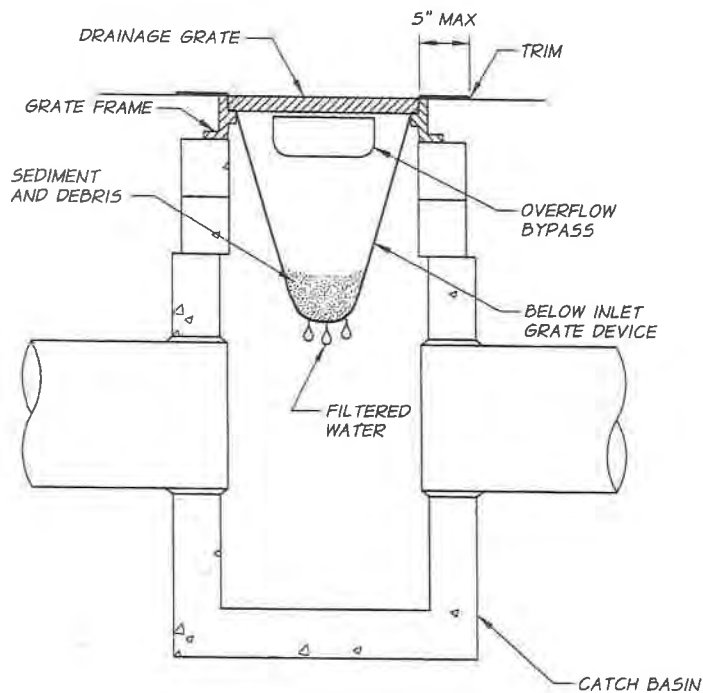
**TABLE 3.6.2**  
**Materials to be Used with Storm Sewer Standard Plans**

<b>Material</b>	<b>Specification</b>
Storm Sewer Pipe	<b>Solid Wall PVC up to 15-Inch</b> - ASTM D-3034 SDR 35 <b>Solid Wall PVC 18- to 24-Inch</b> - ASTM F-679
Culverts	<b>Corrugated Polyethylene 12 to 60 Inches</b> - AASHTO M 294 Type S or D <b>Corrugated Steel</b> - Type 2 corrugated steel pipe, minimum 14-gauge with 2-2/3 inch x 1/2 inch corrugations per AASHTO M 274 and AASHTO M 36
Catch Basins	Precast units meeting the requirements of ASTM C-139 and C-913
Drywells	Precast units meeting the requirements of AASHTO M 199. Seepage ports shall be located on the sides and bottom of the drywell. The port size may vary between 1 and 7 square inches for round openings, and 1 and 15 square inches for rectangular openings. The ports shall be uniformly spaced with at least one port per 8 inches of drywell height and 15 inches of drywell circumference.
Frames and Grates for Catch Basins	<b>Frames</b> - Cast steel, gray iron, or ductile iron; designed to accommodate 20-inch x 24-inch grates <b>Grates</b> - 20-inch x 24-inch, cast steel or ductile iron
Drain Rock	Gravel backfill for drains per WSDOT Standard Specification 9-03.12(4); gravel backfill for drywells per WSDOT Standard Specification 9-03.12(5); or coarse aggregate for Portland cement concrete per WSDOT Standard Specification 9-03.1(4)C NO.57
Non-Woven Construction Geotextile for Underground Drainage	Mirafi 140N Underground Drainage Geotextile per WSDOT Standard Specification 9-33.2(1)
Construction Geotextile for Separation	Mirafi 600X or HP2701 Separation Geotextile per WSDOT Standard Specification 9-33.2(1)



## **APPENDIX B**

### **CITY OF DAYTON STANDARD PLANS**



### NOTES:

1. PRIOR TO ANY CONSTRUCTION ACTIVITY, ALL EXISTING CATCH BASINS WITHIN THE DRAINAGE AREA OF THE PROJECT SHALL BE FILLED WITH A BELOW INLET GRATE DEVICE TO PROTECT THE EXISTING STORM DRAINAGE SYSTEM.
2. NEW CATCH BASINS SHALL IMMEDIATELY BE FITTED WITH BELOW INLET GRATE DEVICES FOLLOWING INSTALLATION.
3. THE BELOW INLET GRATE DEVICES SHALL NOT BE REMOVED UNTIL APPROVED BY THE PUBLIC WORKS DIRECTOR.
4. TO FURTHER PREVENT CONTAMINATION OF STORM DRAIN SYSTEMS, ALL SOIL TRACKED ONTO STREETS SHALL BE CLEANED OFF/SWEPT DAILY.
5. OTHER EROSION CONTROL METHODS MAY BE NECESSARY DURING CONSTRUCTION AND GRADING DEPENDING ON THE CONTRACTOR'S CONSTRUCTION TECHNIQUES.
6. THE CITY OF DAYTON MAY REQUIRE THE CONTRACTOR TO CLEAN OR REPLACE THE STORM DRAINAGE SYSTEM(S) IF THEY BECOME CONTAMINATED DURING CONSTRUCTION.

**CITY OF  
DAYTON**

## STORM DRAIN INLET PROTECTION

NTS

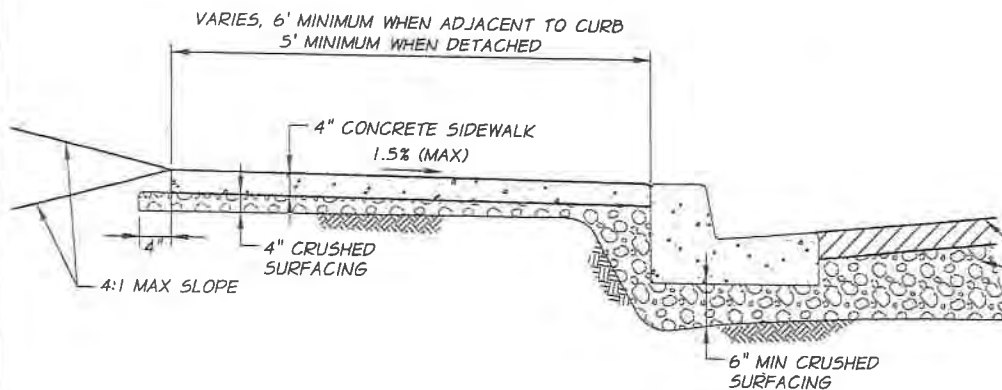
03-23-09  
REVISION DATE

  
PUBLIC WORKS DIRECTOR

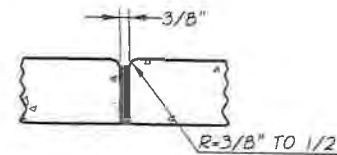
**STANDARD  
PLAN**

**1-8**

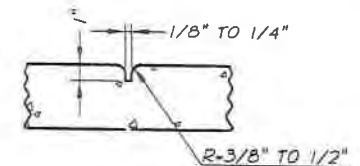
PAGE 1-1



**SIDEWALK DETAIL**



**EXPANSION JOINT**

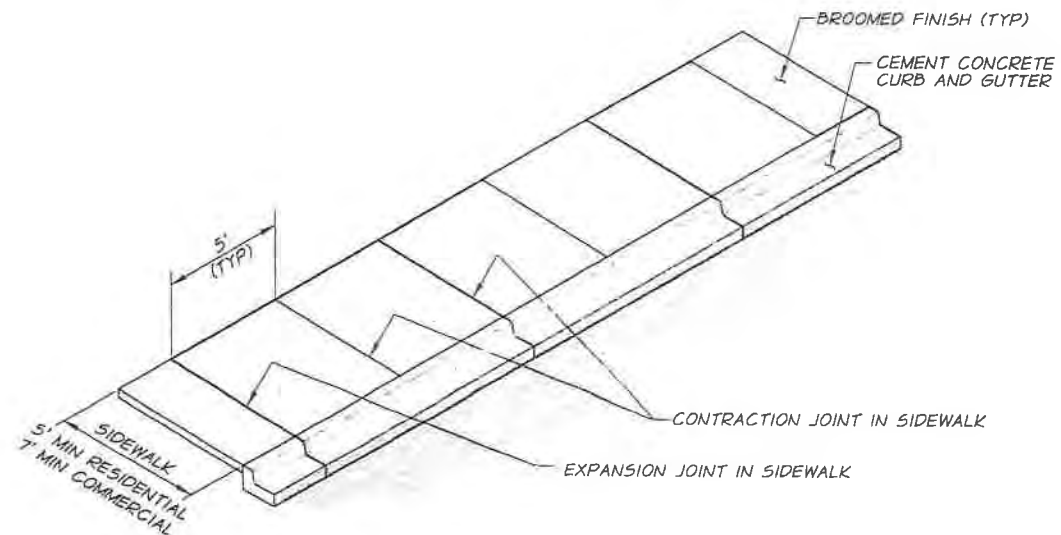


**CONTRACTION JOINT**

STREET SURFACE AND  
CRUSHED SURFACING  
BASE PER TYPICAL STREET  
SECTION STANDARD PLAN

**NOTES:**

1. FINISH SHALL BE LIGHT BROOM.
2. ALL RETRO FIT WORK SHALL BE SAWCUT SMOOTH AND EVEN AT THE CURB, SIDEWALK, AND GUTTER EDGES.
3. CURB & GUTTER, DRIVEWAY & SIDEWALK SHALL NOT BE POURED AS ONE SECTION.
4. IN AREAS WHERE SIDEWALK IS ADJACENT TO SLOPES THAT MAY CAUSE MATERIAL TO ERODE ONTO THE SIDEWALK, INSTALL A CONCRETE PEDESTRIAN CURB AT THE BACK OF THE SIDEWALK.
5. CONSTRUCTION/EXCAVATION SHOULD BE LIMITED TO 1' FROM EDGE OF SIDEWALK WHEREVER POSSIBLE TO REDUCE THE AMOUNT OF LANDSCAPE AND GENERAL SURFACE RESTORATION.
6. ATTACHED SIDEWALK DETAILS SHOWN. DETACHED SIDEWALK SHALL BE CONSTRUCTED IN SAME MANNER AS ATTACHED SIDEWALK.
7. SIDEWALK CONTRACTION JOINTS SHALL BE CONSTRUCTED AT 5' ON CENTER. EXPANSION JOINTS SHALL BE CONSTRUCTED AT A MAXIMUM OF 50' ON CENTER AND SHALL MATCH CURB CONTRACTION JOINTS WHEN SIDEWALK IS ADJACENT TO THE CURB.



**JOINT AND FINISH DETAIL**

**CITY OF  
DAYTON**

**CONCRETE SIDEWALK**

NTS

*[Signature]*  
PUBLIC WORKS DIRECTOR

**STANDARD  
PLAN**

**2-5**

PAGE 1-1

03-23-09  
REVISION DATE

**DRAWINGS  
(BOUND SEPARATELY)**

April 5, 2021

City of Dayton  
111 South 1st Street  
Dayton, Washington 99328

ATTN: Zac Weatherford, Mayor

RE: Front Street Bridge Railing

Dear Mayor Weatherford:

This letter describes the bid results from March 25, 2021 for the Front Street Bridge Railing project bid opening.

Bids for the project were received and opened at Dayton - City Hall on March 25, 2021 at 2:30 p.m. The City received four bids from the following bidders:

1. Humbert Asphalt, Inc.
2. ESF Solutions, LLC
3. Vincent Brothers, LLP
4. N.A. Degerstrom, Inc.

All of the bids were opened and read. After the bid opening, the bids were reviewed again, and the Bidder Responsibility Criteria pursuant to the Revised Code of Washington 39.04.010 was examined with respect to the apparent low bidder (see attached). No discrepancies were found.

After the bid opening, we entered the bid prices into a Microsoft Excel spreadsheet to check the price extensions and verify that the total bid amounts read matched the amounts written on each bid. Minor errors were found in the bids from ESF Solutions, LLC and Vincent Brothers, LLP. These errors were corrected and did not change the outcome of the bid. A copy of the Bid Tabulation, which shows the bidders' prices and costs for each individual bid item, is attached. All corrections to the bids are shown on the Bid Tabulation as shaded.

The bid totals for the Base Bid plus Decking Alternative A ranged from \$90,000.00 to \$234,850.00. The Engineer's Estimate was \$51,700.00. The bid totals for the Base Bid plus Decking Alternative B ranged from \$97,000.00 to \$252,700.00. The Engineer's Estimate was \$55,200.00.

The bids were competitive with a \$23,675 difference between the lowest bidder and the second lowest bidder for the Base Bid plus Decking Alternative A and a \$27,700 difference for the Base Bid plus Decking Alternative B. The apparent low bidder is Humbert Asphalt, Inc. Their bid was \$38,300 higher than the Engineer's Estimate for the Base Bid plus Decking Alternative A and \$41,800 higher than the Engineer's Estimate for the Base Bid plus Decking Alternative B.

Based on discussions with Public Works staff and observations of the existing structure, we recommend the City consider Decking Alternative B - Metal Plank Decking and Additive Alternative 1 - West Barrier. The metal plank decking should provide the City with a much longer service life than the wood decking. The existing west barrier on the bridge is in very poor condition and would not withstand an impact from a motor vehicle collision. The additional costs to the City for these alternatives are \$7,000 for the metal plank decking and \$30,000 for the west barrier.

From our review of the bids, we recommend the City of Dayton consider awarding the Front Street Bridge Railing project to Humbert Asphalt, Inc., contingent upon approval from the City's Attorney and insurance company. Assuming no complications, we believe that a contractor should be able to start construction in May or June after the Contract, bonds, and insurance have been finalized.

Please contact me if you have any questions.

ANDERSON PERRY & ASSOCIATES, INC.

By  \_\_\_\_\_  
Adam Schmidt, P.E.


AS/aw  
Attachments  
cc: File No. 918-169-02, w/attach  
S:\Docs\Dayton\918-169 Front Street Bridge Railing\Bid Results Letter.docx

## Appendix D

### FOR OWNERS

### Mandatory Bidder Responsibility Checklist

The following checklist may be used by Owners in documenting that a Bidder meets the mandatory bidder responsibility criteria. It is suggested that Owners print a copy of documentation from the appropriate website to include with this checklist in the contract file.

<b>General Information</b>	
Project Name: City of Dayton Front Street Bridge Railing	Project Number: 918-169
Bidder's Business Name: Humbert Asphalt, Inc.	Bid Submittal Deadline: March 25, 2021, 2:30 p.m.
<b>Contractor Registration –</b> <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>	
License Number: HUMBEAI044QG	Status: Active: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline): 11/07/1996	Expiration Date: 03/28/2023
<b>Current UBI Number –</b> <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
UBI Number: 601-735-516	Account Closed: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
<b>Industrial Insurance Coverage –</b> <a href="https://fortress.wa.gov/lni/crpsi/MainMenu.aspx">https://fortress.wa.gov/lni/crpsi/MainMenu.aspx</a>	
Account Number: 867,974-01	Account Current: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>Employment Security Department Number –</b>	
Employment Security Department Number:	
<ul style="list-style-type: none"> <li>• Has Bidder provided account number on the Bid Form? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></li> <li>• And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></li> </ul>	
<b>State Excise Tax Registration Number –</b> <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
Tax Registration Number: 601-735-516	Account Closed: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
<b>Not Disqualified from Bidding –</b> <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp</a>	
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Minimum Wage Compliance</b>	
Has the Bidder submitted a signed statement in accordance with RCW 9A.72.085 verifying under penalty of perjury the Bidder is in compliance with the following? Within the three-year period immediately preceding the date of the bid solicitation, the Bidder shall not have been 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 to have willfully violated, as defined in RCW 49.48.082, any provision of RCW 49.46, 49.48, or 49.52	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>Checked by:</b>	
Name of Employee: 	Date: March 26, 2021

## HUMBERT ASPHALT INC

### Owner or tradesperson

#### Principals

HUMBERT, DAN LEE, PRESIDENT

HUMBERT, TROY ALLEN, VICE PRESIDENT

HUMBERT, TYLER LEE, SECRETARY

HUMBERT, JENNIFER

ELIZABETH, TREASURER

HUMBERT, CHARLEENE

FRANCIS, PRESIDENT

(End: 03/20/2017)

HUMBERT, CASEY DANIEL, SECRETARY

(End: 03/20/2017)

BEECHER CARLSON INSURANCE

AGEN, AGENT

(End: 03/20/2017)

Doing business as

**HUMBERT ASPHALT INC**

WA UBI No.

**601 735 516**

Business type

**Corporation**

Governing persons

**DAN**

**L**

**HUMBERT**

CHARLEENE F HUMBERT;

TROY HUMBERT;

CASEY HUMBERT;

JENNIFER HUMBERT;

## License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

### Construction Contractor

**Active**

**Meets current requirements.**

License specialties

**GENERAL**

License no.

**HUMBEAI044QG**

Effective — expiration

**11/07/1996— 03/28/2023**

### Bond

**Travelers Cas and Surety Co of America**

**\$12,000.00**

Bond account no.

**106492144**

Received by L&I

**05/23/2016**

Effective date

**07/01/2016**

Expiration date

**Until Canceled**

### Bond history

### Insurance

**BITCO General Ins Corp**

**\$1,000,000.00**

Policy no.

**CLP3702847**

Received by L&I

**02/09/2021**

Effective date

**02/10/2021**

Expiration date

**02/10/2022**

### Insurance history

### Savings

No savings accounts during the previous 6 year period.

### Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

### L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

### License Violations

No license violations during the previous 6 year period.

## Certifications & Endorsements

### OMWBE Certifications

No active certifications exist for this business.

### Apprentice Training Agent



No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the [Oregon Bureau of Labor & Industries](#) or [Montana Department of Labor & Industry](#) to verify if this business has apprentices.

### Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID  
**867,974-01**

**Account is current.**

Doing business as

**HUMBERT ASPHALT INC**

Estimated workers reported

**Quarter 4 of Year 2020 "0" Workers**

L&I account contact

**T4 / MICHELE GARRETT (360)902-4875 - Email: GAMI235@ini.wa.gov**

### Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

**Required Training-- Effective July 1, 2019**  
Exempt from this requirement.

**Contractor Strikes**

**No strikes have been issued against this contractor.**

**Contractors not allowed to bid**

**No debarments have been issued against this contractor.**

### Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.



Department of Labor & Industries

## Certificate of Workers' Compensation Coverage

March 26, 2021

WA UBI No.	601 735 516
L&I Account ID	867,974-01
Legal Business Name	HUMBERT ASPHALT INC
Doing Business As	HUMBERT ASPHALT INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 4 of Year 2020 "0" Workers
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	HUMBEAI044QG
License Expiration	03/28/2023

### What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

### Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See [RCW 51.12.050](#) and [51.16.190](#)).

## &lt; Business Lookup

## Tax Information

[New search](#) [Back to results](#)

**Entity name:** HUMBERT ASPHALT, INC.

**Entity type:** [Profit Corporation](#)

**Excise tax account ID #:** 601-735-516

**UBI #:** 601-735-516

**Opened:** August 1, 1996

**Closed:**

**Mailing address:** 84899 HIGHWAY 11  
MILTON FREEWATER OR 97862-7303

**NAICS:** 484220 - Specialized Freight (except Used Goods) Trucking, Local

## Reseller Permit(s)



Reseller permit #	Status	Effective date	Expiration date
A05656121	Active	Jan-01-2018	Dec-31-2021
A05656117	Expired	Jan-01-2014	Dec-31-2017
A05656113	Expired	Jan-01-2010	Dec-31-2013

## Business License Locations



Business name	License account ID #	Location address
<a href="#">HUMBERT ASPHALT, INC.</a>	601735516-001-0002	84899 HIGHWAY 11 MILTON FREEWATER OR 97862-7303
<a href="#">HUMBERT ASPHALT, INC.</a>	601735516-001-0001	RR 3 BOX 158V MILTON FREEWATER OR 97862

The Business Lookup information is updated nightly. Search date and time: 3/26/2021 9:05:29 AM

[Contact us](#)[How are we doing?](#)[Take our survey!](#)[Don't see what you expected?](#)[Check if your browser is supported](#)

**BID TABULATION**  
**City of Dayton, Washington**  
**Front Street Bridge Railing**

Bid Opening: 2:30 p.m., March 25, 2021				<i>Engineer's Estimate</i>		<i>Humbert Asphalt, Inc. (1/4)</i>		<i>ESF Solutions, LLC (2/4)</i>	
<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>
<b>BASE BID - EAST BARRIER</b>									
1	Mobilization	LS	All Req'd	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00
2	Project Temporary Traffic Control	LS	All Req'd	2,000.00	2,000.00	5,000.00	5,000.00	3,000.00	3,000.00
3	Removal of Structures and Obstructions	LS	All Req'd	5,000.00	5,000.00	15,000.00	15,000.00	15,000.00	15,000.00
4	HMA for Pavement Repair	SY	20	100.00	2,000.00	100.00	2,000.00	150.00	3,000.00
5	East Barrier	LS	All Req'd	30,000.00	30,000.00	25,000.00	25,000.00	70,000.00	70,000.00
6	Erosion Control and Water Pollution Prevention	LS	All Req'd	1,000.00	1,000.00	5,000.00	5,000.00	1,000.00	1,000.00
7	Site Restoration	LS	All Req'd	3,000.00	3,000.00	18,000.00	18,000.00	1,000.00	1,000.00
8	Cement Concrete Sidewalk	SY	15	80.00	1,200.00	200.00	3,000.00	100.00	1,500.00
<b>Base Bid Total</b>					<b>\$48,200.00</b>		<b>\$83,000.00</b>		<b>\$106,500.00</b>
<b>DECKING ALTERNATIVE A - WOOD DECKING</b>									
DA-1	Wood Decking	SY	35	\$100.00	\$3,500.00	\$200.00	\$7,000.00	\$205.00	\$7,175.00
<b>Decking Alternative A Total</b>					<b>\$3,500.00</b>		<b>\$7,000.00</b>		<b>\$7,175.00</b>
<b>DECKING ALTERNATIVE B - METAL PLANK DECKING</b>									
DB-1	Metal Plank Decking	SY	35	\$200.00	\$7,000.00	\$400.00	\$14,000.00	\$520.00	\$18,200.00
<b>Decking Alternative B Total</b>					<b>\$7,000.00</b>		<b>\$14,000.00</b>		<b>\$18,200.00</b>
<b>BASE BID + DECKING ALTERNATIVE A TOTAL</b>					<b>\$51,700.00</b>		<b>\$90,000.00</b>		<b>\$113,675.00</b>
<b>BASE BID + DECKING ALTERNATIVE B TOTAL</b>					<b>\$55,200.00</b>		<b>\$97,000.00</b>		<b>\$124,700.00</b>
<b>ADDITIVE ALTERNATE 1 - WEST BARRIER</b>									
A1-1	Removal of Structures and Obstructions	LS	All Req'd	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
A1-2	HMA for Pavement Repair	SY	20	100.00	2,000.00	\$100.00	2,000.00	\$150.00	3,000.00
A1-3	West Barrier	LS	All Req'd	16,000.00	16,000.00	\$18,000.00	18,000.00	\$30,000.00	30,000.00
<b>Additive Alternate 1 Total</b>					<b>\$22,000.00</b>		<b>\$30,000.00</b>		<b>\$38,000.00</b>

**BID TABULATION**  
**City of Dayton, Washington**  
**Front Street Bridge Railing**

Bid Opening: 2:30 p.m., March 25, 2021				<i>Engineer's Estimate</i>		<i>Vincent Brothers, LLP (3/4)</i>		<i>N.A. Degerstrom, Inc. (4/4)</i>	
<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>
<b>BASE BID - EAST BARRIER</b>									
1	Mobilization	LS	All Req'd	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00	\$35,000.00	\$35,000.00
2	Project Temporary Traffic Control	LS	All Req'd	2,000.00	2,000.00	3,800.00	3,800.00	20,000.00	20,000.00
3	Removal of Structures and Obstructions	LS	All Req'd	5,000.00	5,000.00	16,500.00	16,500.00	30,000.00	30,000.00
4	HMA for Pavement Repair	SY	20	100.00	2,000.00	75.00	1,500.00	275.00	5,500.00
5	East Barrier	LS	All Req'd	30,000.00	30,000.00	110,050.00	110,050.00	125,000.00	125,000.00
6	Erosion Control and Water Pollution Prevention	LS	All Req'd	1,000.00	1,000.00	5,000.00	5,000.00	5,000.00	5,000.00
7	Site Restoration	LS	All Req'd	3,000.00	3,000.00	7,500.00	7,500.00	5,000.00	5,000.00
8	Cement Concrete Sidewalk	SY	15	80.00	1,200.00	133.33	1,999.95	250.00	3,750.00
<b>Base Bid Total</b>					<b>\$48,200.00</b>		<b>\$153,349.95</b>		<b>\$229,250.00</b>
<b>DECKING ALTERNATIVE A - WOOD DECKING</b>									
DA-1	Wood Decking	SY	35	\$100.00	\$3,500.00	\$114.29	\$4,000.15	\$160.00	\$5,600.00
<b>Decking Alternative A Total</b>					<b>\$3,500.00</b>		<b>\$4,000.15</b>		<b>\$5,600.00</b>
<b>DECKING ALTERNATIVE B - METAL PLANK DECKING</b>									
DB-1	Metal Plank Decking	SY	35	\$200.00	\$7,000.00	\$885.71	\$30,999.85	\$670.00	\$23,450.00
<b>Decking Alternative B Total</b>					<b>\$7,000.00</b>		<b>\$30,999.85</b>		<b>\$23,450.00</b>
<b>BASE BID + DECKING ALTERNATIVE A TOTAL</b>					<b>\$51,700.00</b>		<b>\$157,350.10</b>		<b>\$234,850.00</b>
<b>BASE BID + DECKING ALTERNATIVE B TOTAL</b>					<b>\$55,200.00</b>		<b>\$184,349.80</b>		<b>\$252,700.00</b>
<b>ADDITIVE ALTERNATE 1 - WEST BARRIER</b>									
A1-1	Removal of Structures and Obstructions	LS	All Req'd	\$4,000.00	\$4,000.00	\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00
A1-2	HMA for Pavement Repair	SY	20	100.00	2,000.00	\$75.00	1,500.00	\$250.00	5,000.00
A1-3	West Barrier	LS	All Req'd	16,000.00	16,000.00	\$15,000.00	15,000.00	\$45,000.00	45,000.00
<b>Additive Alternate 1 Total</b>					<b>\$22,000.00</b>		<b>\$30,500.00</b>		<b>\$60,000.00</b>