

# GRANT COUNTY FIRE STATION



## DISTRICT 8 GARAGE

Bid Specifications

**BID SPECIFICATION CONTENTS:**

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## **APPENDIX**

### **WA L&I SUPPLEMENTAL**

### **BENEFIT CODE KEY**

### **PREVAILING WAGES**

## **Project Description**

This is a grading and underground utility project in preparation for the construction of a new garage for Grant County Fire District 8. The project is located at 20643 Road 22.5 SW Mattawa, Washington 98349 on parcel number 031407000. This is the parcel next to the existing Grant County Fire District number 8 fire station. The project will include the following:

1. removal of the asphalt parking area and curbs, as shown in the plans.
2. The removal and storage of two (2) street light poles and foundations for use at a later date.
3. The grading of the area as shown on the plans for the future building.
4. The installation of a 2" waterline to the building site.
5. The installation of a 4" ABS sewer line from the existing septic system to the building site and
6. The installation of a catch basin and 2" ABS pipe to the building site.

All materials removed as part of the clearing and grubbing will become the property of the contractor to be disposed of at a properly permitted site. No arrangements have been made for the disposal of any materials. The Contractor shall call for locates prior to any earth disturbing activities. The Contractor shall be responsible for verifying the location of all utilities and required permits.

The Contractor shall be responsible for any necessary survey information and for all materials testing.

## **Working Days**

The Fire District 8 underground utility project is expected to be completed within 30 calendar days. Additional days may be allowed for inclement weather or other circumstances as approved by the Engineer.

## **Plans and Specifications**

Perspective bidders may obtain Plans and Specification from Fire District 6 Station located at 20643 Road 22.5 SW Mattawa, Washington 98349

## **Estimated Quantities**

The quantities shown in the proposal and the plans are estimates and are stated only for bid comparison purposes. The contracting Agency does not warrant expressly or by implication, that the actual quantities of Work will correspond with those estimates. Payment will be made on the basis of the actual quantities of each item of work completed in accordance with the Contract requirements.

## **Examination of Plans, Specifications and Site**

The Bidder shall carefully examine the Bid Documents. The submittal of a bid shall be conclusive evidence that the Bidder has made these examinations and understands the scope and all of the requirements for the performance of the completed work. The Bidder further warrants, agrees, and acknowledges by submitting a Bid that it:

1. Has taken steps reasonably necessary to ascertain the nature and location of the Work.
2. Has investigated and satisfied itself as to the general and location conditions which can affect the Work or its cost, including but not limited to:
  - a. Conditions upon acquisition, transportation, disposal, handling, and storage of materials.

- b. Availability of labor, materials, water, electric power, and roads.
  - c. Uncertainties of weather, river stages, tides, or other similar physical conditions at the site.
  - d. The conformation and condition of the ground.
  - e. The character of the of the equipment and facilities needed preliminary to and during work performance.
  - f. Site physical hazards.
3. Has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the work site as well as from the Bid documents and other information made part of this contract.
  4. Has satisfied itself as to the adequacy of the time allowed for the completion of the physical Work on the contract.

Failure of the bidder to take the actions described and acknowledged in the clause shall not relieve the Bidder from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or from proceeding to successfully perform the work without additional expense to the contracting Agency.

The bidder shall be familiar and comply with all Federal, State, Tribal, and local laws, ordinances, and regulations which might affect those engaged in the Work. The contracting Agency will not consider a plea of misunderstanding or ignorance of such requirements.

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business on the Thursday preceding the bid opening day to allow a written reply to reach all prospective Bidders before the submission of their Bids. Oral explanations, interpretations or instructions given by anyone before the award of a Contract will not be binding on the Contracting Agency. Information given a prospective Bidder concerning the Bid Documents will be furnished to all prospective Bidders as an Addendum if the information is deemed by the Contracting Agency to be necessary in submitting Bids or if the Contracting Agency concludes that the lack of the information would be prejudicial to other prospective Bidders.

### **Preparation of Proposal**

The Contracting Agency will accept only those proposals properly executed on the physical forms it provides that the Bidder has been authorized to access. The Contracting Agency will not accept Proposals on forms that have been stamped "Informational".

All prices shall be in legible figures (not words), written in ink, or typed, and expressed in U.S. dollars and cents. The Proposal shall include:

1. A unit price for each Item (omitting digits more than two places to the right of the decimal point).
2. An extension for each unit price (omitting digits more than two places to the right of the decimal point).
3. The total Contract price (the sum of all of the extensions).

In the space on the signature sheet, the Bidder shall confirm that all Addenda have been received.

Proposals of corporations shall be signed by the officer or officers having authority to sign them.

## **Bid Deposit**

1. A deposit of at least **5 percent** of the total Bid shall accompany each Bid.
2. This deposit may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Proposal Bonds shall be on a form Acceptable to the Contracting Agency and shall be signed by the Bidder and the Surety.
3. A proposal Bond shall not be conditioned in any way to modify the minimum 5 percent required. The Surety shall
  - (1) be registered with the Washington State Insurance Commissioner, and
  - (2) appear on the current Authorized insurance List in the State of Washington published by the Office of the Insurance Commissioner.

The failure to furnish a Bid deposit of a minimum 5 percent with the Bid shall make the Bid nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

## **Withdrawing Proposal**

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

1. The Bidder submits a written request signed by an authorized person, and
2. The Contracting Agency receives the request before the time set for receipt of the proposals.

The original physical Bid Proposal may be supplemented or revised and re-submitted as the official Bid Proposal if the contracting Agency receives it before the time set for the receipt of Proposals.

## **Public Opening of Proposals**

Proposals will be opened and read publicly at the time indicated in the call for Bids. If an emergency or unanticipated events interrupts normal work processes of the Contracting Agency so that Proposals cannot be opened at the time indicated in the call for Bids the time specified for the opening of Proposals will be deemed to be extended to the same time of day on the first workday on which normal work processes of the Contracting Agency resume.

## **Disqualification of Bidders**

A Bidder may be deemed not responsible and the Proposal rejected if:

1. More than one proposal is submitted for the same project from a Bidder under the same or different names;
2. Evidence of collusion exists with any other Bidder. Participants in collusion will be restricted from submitting further Bids;
3. An unsatisfactory performance records exists based on current or past Contracting Agency Work;
4. The Bidder failed to settle bills for labor or materials on past or current Contracts;
5. The Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract;
6. The Bidder is unable financially or otherwise to perform the Work.
7. A bidder is not authorized to do business in the State of Washington;

8. There are other reasons deemed proper by the Contracting Agency.

## **Consideration of Bids**

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 and the extended amount of any Bid item, the price per unit will control. The total of the extensions, corrected where necessary, will be used by the Contracting Agency for Award purposes and to fix the amount of the Contract Bond.

The right is reserved by the Contracting Agency to waive informalities in the bidding, accept a Proposal of the lowest responsible Bidder, reject any or all Bids, republish the call for Bids, revise or cancel the Work, or require the Work to be done in another way if the best interest of the Contracting Agency is served.

## **Award of Contract**

Normally, contract Award or bid rejection will occur within **45 days** after Bid opening. The lowest responsible Bidder and the Contracting Agency agree, this deadline may be extended. The Contracting Agency will notify the successful Bidder of the Contract Award in writing.

## **Contract bond**

The successful Bidder shall provide an executed Contract Bond for the full Contract amount. The Contract Bond shall:

1. Be signed by an approved Surety (or Sureties) that:
  - a. Is registered in the State of Washington Insurance Commissioner; and
  - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.
2. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time.
3. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project.
4. Guarantee that the Surety shall indemnify and protect the Contracting Agency against all claims of direct or indirect loss resulting from failure:
  - a. Of the Contractor (or the employees or subcontractors) to faithfully perform the Contract: or
  - b. Of the Contractor (or subcontractors) to pay all laborers, mechanics, all subcontractors, material persons, and all other persons who provides supplies or provisions for carrying out the Work.

## **Intent of Contract**

The intent of the Contract is to prescribe a complete Work. Omissions from the Contract of Details of Work that are necessary to carry out the intent of the Contract shall not relieve the contractor from performing the omitted Work.

## **Bid Items included in the Proposal**



1 The Contractor shall provide all labor, tools, equipment, transportation, supplies, and incidentals  
2 required to complete all Work for the items in the Proposal.

### 3 **Bid Items not Included in the Proposal**

4 When the Contractor specifies Work that has no Bid item and the work is not specified as being included  
5 with or incidental to other Bid items, an equitable adjustment will be made, unless that Work is  
6 customarily considered as incidental to other items.

### 7 **Changes**

8 The Engineer reserves the right to make at any time during the Work, such changes in the quantities and  
9 such alterations in the Work as are necessary to satisfactorily complete the project. Such changes in  
10 quantities and alterations shall not invalidate the Contract nor release the Surety, and the Contractor  
11 agrees to perform the Work as altered. Among others, these changes and alterations may include:

- 12 1. Deleting any part of the work
- 13 2. Increasing or decreasing quantities
- 14 3. Altering Specifications, designs, or both.
- 15 4. Altering the way Work is to be done.
- 16 5. Adding new work.
- 17 6. Altering facilities, equipment, materials, services, or other sites provided by the contracting  
18 Agency.

19 The Engineer will issue a written change order for changes. If the alterations or changes in quantities  
20 significantly change the character of the work under the Contract, whether or not changed by any such  
21 different quantities or alterations, an adjustment, including loss of anticipated profits, will be made to  
22 the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work.  
23 If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in  
24 such an amount as the Engineer may deem to be fair and equitable. If the alterations or changes in  
25 quantities do not significantly change the character of the Work to be performed under the Contract, the  
26 altered Work will be paid for as provided elsewhere in the Contract.

### 27 **Disputes**

28 Disputes, if any, will be presented to the Grant County Fire District 8 Fire Commissioners for final  
29 resolution.

### 30 **Differing Site Conditions**

31 During the progress of the Work, if preexisting or latent physical conditions are encountered at the site,  
32 differing materially from those indicated in the Contract are encountered at the site, the party  
33 discovering such conditions shall promptly notify the other party in writing of the specific differing site  
34 condition before they are disturbed and before the affected Work is performed.

35 Upon written notification the Engineer will investigate the conditions to determine if the conditions  
36 materially differ and cause an increase or decrease in the costs or time required for the performance of  
37 any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the

contract modified in writing accordingly the Engineer will provide the contractor a written determination whether an adjustment of the contract is warranted.

### **Progress Estimates and Payments**

Engineer issued progress estimates or payment for any part of the work shall not be used as evidence of performance or quantities. Progress estimates serve only as a basis for partial payments. The engineer may revise progress estimates at any time before final acceptance. If the Engineer deems it proper to do so, changes may be made in progress estimates and in the final estimate.

### **Control of Work**

The Engineer shall be satisfied that all of the Work is being done in accordance with the requirements of the Contract. The Contract and Specifications give the Engineer authority over the Work. Whenever it is so provided in this Contract, the decision of the Engineer shall be final: provided, however, that if a written protest is brought within the time frame of the contract, challenging the engineer's Written Determination of decision. The Engineer's decisions will be final on all questions including the following:

1. Quality and acceptance of materials and Work.
2. Measurement of unit price Work.
3. Acceptance of rates of progress on the Work.
4. Interpretation of Plans and Specifications.
5. Determination as to the existence of changed or differing site conditions.
6. Fulfillment of the contract by the Contractor.
7. Payment under the Contract including equitable adjustment.
8. Suspension(s) of Work.
9. Termination of the Contract for default or public convenience.
10. Determination as to unworkable days, and
11. Approval of Working Drawings.

The Engineer represents the Agency with full authority to enforce Contract requirements.

### **Inspection and Acceptance**

All Work will be inspected for conformity with Contract terms by the Engineer and the Owner. The Engineer shall notify the Contractor in writing of any materials or work that is not acceptable. The Contractor will have 5 calendar days to respond in writing either proposing corrections or refuting the claim. If the Engineer requests, the Contractor shall remove or uncover any requested area of the completed Work.

### **Final Acceptance**

The Contractor must perform all the obligations under the Contract before a Completion Date and final acceptance can occur. The Contracting Agency accepts the completed Contract and the item of work shown in the final estimate by signature of the Final Contract Voucher Certification. The date of the signature constitutes the acceptance date. Progress estimates or payments shall not be construed as acceptance of work under the Contract.

### **Emergency Contact List**

The Contractor shall submit an Emergency Contact List to the Engineer not later than 5 calendar days after the Contract is executed. The list shall include, at a minimum, the contractor's Project Manager, or equivalent, the contractor's Project Superintendent, and the Erosion and Sediment Control (ESC) Lead. The list shall identify a representative with delegated authority to act as the emergency contact on behalf of the Contractor and include one or more alternates. The emergency Contact List shall include 24-hour telephone numbers for all individuals identified as emergency contacts or alternatives.

#### **Method of Serving Notice**

Written notices to the contractor required under the Specifications may be served on the Contractor either personally or by mailing or by delivering to the last post office or email address known to the Engineer.

All correspondence from the Contractor shall be directed to the Engineer. If Certified claims are filed in hard copy format, they shall be directed to the engineer. Whether filed electronically or in hard copy, the Certified claims shall include the original notarized statement.

#### **Approval of Materials Prior to Use**

Prior to use, the Contractor shall notify the Engineer of all materials. The contractor may use the WSDOT Qualified Product List (QPL) or request approval using the WSDOT Approval of Materials (RAMO form).

All equipment, materials, and articles incorporated in the permanent Work:

1. Shall be new, unless the contract Documents permit otherwise.
2. Shall meet the requirement of the contract and be approved by the Engineer.
3. May be inspected or tested at any time during their preparation and use; and
4. Shall not be used in the Work if they become unfit after being previously approved.

#### **Laws to be Observed**

The Contractor shall always comply with all Federal, State, tribal, or local laws, ordinances, and regulations that effect the Work under the Contract. The Contractor shall indemnify, defend and save harmless the contracting Agency, its agents, officers, and employees against claims that may arise because the contractor, employees of the Contractor, subcontractors or material persons violated a legal requirement.

With our usurping the authority of other agencies, the Contracting Agency will cooperate with them in their efforts to enforce legal requirements. Upon awareness of a violation of a legal requirement, the engineer will notify the Contractor in an effort to achieve compliance. The Engineer may also notify the agency responsible for enforcement if the Engineer deems that action is necessary to achieve compliance with legal requirements. The Engineer will also assist the enforcement agency to obtain compliance to the extent such assistance is consistent with the provisions of the contract.

#### **Health and Safety**

The Contractor will be responsible for the safety of all workers and shall comply with all appropriate state safety and health standards, code, rules, and regulations, including, but not limited to those promulgated under the Washington Industry Safety and Health Act. The Contractor shall likewise be obligated to comply with all federal safety and health standards.

1     **Taxes**

2     The contractor shall be responsible for the payment of all federal, State, and Local taxes. The tax amount  
3     shall not be included in the bid item price but shall be identified as a line item in the bid Proposal and be  
4     included in the Bid.

5     **Permits/ licenses**

6     No permits or licenses have been obtained for this project. The Contractor will be responsible for the  
7     submittals of plans that have been approved by the engineer for all required permits. The Contractor  
8     will be responsible for the payment of all permit fees. The Contractor shall include the cost of all  
9     applicable permit/license fees in the Bid.

10    **Wages**

11    This project is a prevailing wage project. The contractor will be responsible for providing affidavits  
12    certifying that prevailing wages have been paid at the end of each month.

13    All statements of Intent to Pay Prevailing Wages, Affidavits of Wages Paid and Certified Payrolls shall be  
14    submitted to the Engineer. The Contractor is responsible for paying all fees required by Washington  
15    State Department of Labor and Industries.

16    Certified payrolls are required to be submitted by the Contractor for themselves and all subcontractors.

17    The Contractor shall make all payments required for unemployment compensation under Title 50 RCW  
18    and for all industrial insurance and medical aid required under Title 51 RCW.

19    **Posting Notices**

20    Notices and posters shall be placed in areas readily accessible to be read by employees. The Contractor  
21    is responsible for ensuring the most current of the notices and posters are posted.

22    **Contractor's Responsibility for Work**

23    All work and material for the Contract, including change order Work, shall be at the sole risk of the  
24    Contractor until the entire improvement has been completed as determined by the Engineer.

25    The Contractor shall rebuild, repair, restore and make good all damages to the permanent or temporary  
26    Work occurring before the Physical Completion date and shall bear all the expenses to do so, except  
27    damage to the permanent Work caused by (a) acts of God, such as earthquake, floods, or other  
28    cataclysmic phenomenon of nature, of (b) acts of the public enemy or of governmental authorities.  
29    Provided, however, that these exceptions shall not apply should damages result from the Contractor's  
30    failure to take reasonable precautions or to exercise sound engineering and construction practices in  
31    conducting their Work.

32    **Repair of Damage**

33    The Contractor shall promptly repair all damage to either temporary or permanent Work as ordered by  
34    the Engineer.

35    **Spill Prevention, Control and Countermeasure Plan (SPCC)**

The Contractor shall prepare a Spill Prevention and Countermeasure Plan (SPCC) consisting of a project specific SPCC and implement the plans for the duration of the project. No on-site construction activities may commence until the Contracting Agency accepts an SPCC for the project.

#### **Utilities**

The Contractor shall protect all private and public utilities from damage resulting from the Work. Among others, these utilities include telephone, power lines, pipelines, sewer, and water lines. All costs required to protect public and private utilities shall be at the Contractor's expense.

The Contractor shall call the One-Number Locator Service for field location of utilities.

#### **Insurance**

The Contractor shall be named insured and the contracting Agency and Board Members, directors, officers, employees, agents, and consultants (collectively the "Additional insured") shall be included as an additional insured for all policies and coverages. All insurance coverage required by the sections shall be written and provided by "occurrence-based" policy forms rather than by "claims made" forms.

The coverage limits to be provided by the Contractor for itself and the Contracting Agency and additional insureds pursuant to this section or any Special Provision, shall be on a "per project" aggregate basis with the minimum limits of liability as set forth herein for general claims. The coverage required under this section for products/completed operations claims shall remain in full force and effect for not less than 3 years following Substantial Completion of the project.

All insurance policies and coverages required under this section shall contain a waiver of subrogation against the Contracting Agency, any additional insureds and their officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. This waiver has been mutually negotiated by the parties.

Where applicable, the Contractor shall cause each subcontractor to provide insurance that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, in circumstances where the subcontractor is not covered by the Contractor-provided insurance. The Contractor shall have sole responsibility for determining the limits of coverage required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices. In the event that a subcontractor is required to add Contractor as an additional insured pursuant to its contract for Work at the project, then the Contractor shall also cause each subcontractor to include the Contracting Agency and the additional insureds as additional insureds as well, for primary and Liability, Commercial Automobile Liability, and any other coverages that may be required under this Contract.

The parties to this Contract do not intend by any of the provisions of this Contract to cause the public or any member thereof or any other person to be a third-party beneficiary of the Contract. Nothing in This Contract authorizes anyone not a party to the Contract or a designated third-party beneficiary to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms and provisions of the Contract. It is further intent of the Contracting Agency and the Contractor in executing the Form of contract that labor, services, or equipment to the contractor for the performance of the Work shall become thereby a third-party beneficiary of this Contract.

1 The Contract shall not be construed to create a contractual relationship of any kind between the  
2 Contracting Agency and a subcontractor or any person except the Contractor.

3 Failure on the part of the Contractor to maintain the insurance as required, or failure to provide  
4 certification and copies of the insurance prior to the time specified shall constitute a material breach of  
5 contract upon which the Contracting Agency may (1) immediately suspend all Work until the required  
6 insurance is in place or (2) procure or renew such insurance and pay all unpaid premiums in connection  
7 therewith, at not expense to the Contracting Agency.

#### 8 **Required Insurance Policies**

9 Owners and Contractors Protective (OCP) insurance providing bodily injury and property damage liability  
10 coverage, with limits of \$3,000,000 per occurrence and per project in the Aggregate for each policy  
11 period, which shall be written solely on Insurance Services Office (ISO) form CG0009 1204, specifying the  
12 Contracting Agency, and all officers and the employees of the Contracting Agency as insured. No other  
13 forms or exclusions will be accepted, added or amended to this policy. This policy shall be kept in force  
14 from the execution date of the Contract until the Physical Completion Date. OCP insurance shall not be  
15 subject to a deductible or contain provisions for a deductible, nor shall it provide for any language  
16 rendering it excess over any other coverage available to a named insured for the claims alleged.

17 Commercial General Liability (GCL) insurance written under ISO Form CG0001, with minimum limits of  
18 \$3,000,000 per occurrence and in the aggregate for each 1-year policy period. This coverage must be on  
19 a primary and non-contributory basis only. Products and completed operations coverage shall be  
20 provided for a period of 3 years following Substantial Completion of the Work. At the discretion of the  
21 Contractor, the CGL may contain provisions for a deductible. If a deductible applies to any claim under  
22 this policy, then payment of that deductible will be the responsibility of the Contractor, notwithstanding  
23 any claim of liability against the contracting Agency. However, in no event shall any provision for a  
24 deductible provide for a deductible in excess of \$50,000.00.

25 Commercial automotive Liability Insurance providing bodily injury and property damage liability  
26 coverage for all owned and non-owned vehicles assigned to or used in the performance of the Work,  
27 with a combined single limit of not less than \$1,000,000 per occurrence. This coverage may be any  
28 combination of primary, umbrella, or excess liability coverage affording total liability limits of not less  
29 than \$1,000,000 per occurrence, with the Contracting Agency named as an additional insured or  
30 designated insured in connection with the Contractor's performance of the Contract. If pollutants are to  
31 be transported, MCS 90 and CA 99 48 endorsements are required on the Commercial Automobile  
32 Liability Insurance policy. At the discretion of the Contractor the Commercial Automotive Liability policy  
33 may contain provisions for a deductible. If a deductible applies to any claim under this policy, then  
34 payment of that deductible will be the responsibility of the Contractor, notwithstanding any claim of  
35 liability against the contracting Agency. However, in no event shall any provision for a deductible provide  
36 for a deductible in excess of \$50,000.00.

#### 37 **Progress Schedule**

38 The Contractor shall submit a progress schedule and schedule updates to the Engineer for acceptance  
39 showing Work that complies with all time and order of work requirements in the Contract. The schedule  
40 shall provide the following information:

1. Include all activities necessary to physically complete the project.
2. Show the planned order of work activities in a logical sequence.
3. Show durations of work activities in working days.
4. Show activities in durations that are reasonable for the intended Work.
5. Define activity durations in sufficient detail to evaluate the progress of individual activities on a daily basis.
6. Show the critical path
7. Show the physical completion of all work within the authorized Contract time. Total float belongs to the project and shall not be for the exclusive benefit of either party.

The Engineer's acceptance of schedules shall not transfer the contractor's responsibilities to the Contracting Agency. The Contractor alone shall remain responsible for adjusting forces, equipment and Work schedules to ensure the completion of the Work within the time specified in the Contract.

All costs for the preparation of the progress schedule are considered incidental to other items of Work in the Contract.

#### **Prosecution of Work**

The Contractor shall begin Work within 21 calendar days from the date of execution of the Contract by the Contracting Agency, unless approved in writing. The Contractor shall diligently pursue the Work to the physical Completion Date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the Work within the time specified in the Contract.

#### **Time for Completion**

The Contractor shall complete all physical Contract work within the number of "working days" stated in the contract or as extended by the Engineer. Every day will be counted as a "Working day" unless it is a non-working day or an Engineer determined unworkable day. A nonworking day is defined as Saturday, a Sunday, a whole or half day on which the Contractor specifically prohibits Work on the critical path of the Contractor's approved progress schedule, or one of these holidays" January 1, the third Monday of January, the third Monday of February, Memorial Day, June 19, July 4, Labor Day, November 11, Thanksgiving Day, the day after thanksgiving, and Christmas day. When any of these holidays fall on a Sunday, the following Monday shall be counted as a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted as a nonworking day. The days between December 25 and January 1 will be classified as nonworking days.

The Engineer shall give the Contractor written notice of the Physical Completion Date for all Work the Contract requires. That date shall constitute the Physical Completion Date of the Contract but shall not imply the acceptance of the Work or the Contract. The following events must occur before the Completion Date can be established:

1. The physical Work on the project must be completed: and
2. The Contractor must furnish all documentation required by the Contract and required by law, to allow the Contracting Agency to process final acceptance of the Contract. The follow documents must be received by the Engineer prior to establishing a Completion Date:
  - a. Certified payrolls

- b. Material Acceptance Certification Documents
- c. Final Contract Voucher Certification
- d. Copies of the approved "Affidavit of prevailing Wages Paid:" for the contractor and all subcontractors.
- e. A copy of the notice of Termination sent to the Washington State Department of Ecology, the lapse of 30m calendar days from the date of receipt of the notice of Termination by Ecology; and no rejection of the notice of Termination by Ecology.

## **Suspension of Work**

The Engineer may order suspension of all or any part of the Work if:

1. Unsuitable weather prevents satisfactory and timely performance of the Work; or
2. The Contractor does not comply with the Contract; or
3. It is in the public interest.

If the Work is suspended for reason (1) above, the period of Work stoppage will be counted as unworkable days. But if the engineer believes the contractor should have completed the suspended Work before the suspension, all or part of the suspension period may be counted as working days. The Engineer will set the number of unworkable days (or parts of days) by deciding how long the suspension delayed the entire project.

If the work is suspended for reason (2) above, the period of Work stoppage will be counted as working days. The lost time, however, shall not relieve the Contractor from the Contract responsibility.

If the Contractor believes that the performance of the Work is suspended, delayed, or interrupted for an unreasonable period of time and such suspension, delay, or interruption is the responsibility of the Contracting Agency, the Contractor shall immediately submit a written notice of protest to the Engineer within 14 calendar days of the start of the suspension, delay, or interruption. However, no adjustment will be made for suspension, delay, or interruption if (1) the performance would have been suspended, delayed, or interrupted by other causes, including the fault or negligence of other the Contractor, or (2) an equitable adjustment is provided for or excluded under another provision of the Contract.

The Engineer will determine if an equitable adjustment in cost or time is due as provided in the section. The Engineer's determination as to whether an adjustment should be made will be final.

## **Extension of Time**

The Contractor shall submit requests for time extensions to the engineer in writing no later than 14 calendar days after the delay occurs. No adjustments shall be allowed for contract time incurred more than 14 calendar days prior to the date the Engineer receives the Contractor's written request of time extension. The requests for time extension shall be limited to the effect on the critical path of the Contractor's approved schedule attributable to the change or event giving rise to the request.

## **Termination of Contract for Default**

The Contracting Agency may terminate the Contract upon the occurrence of one or more of the following events:

1. The Contractor fails to supply sufficient skilled workers or suitable materials or equipment;



2. If the Contractor refuses to prosecute the Work with such diligence as will ensure its Physical Completion within the original Physical Completion time plus extensions of time which may have been granted to the Contractor by change order;
3. If the Contractor is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to take advantage of a debtor's act or to reorganize under bankruptcy or similar laws concerning the Contractor, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract within 15 calendar days of receipt of a request for assurance from the Contracting Agency;
4. If the Contractor disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdictions;
5. If the Contractor disregards the authority of the Contracting Agency;
6. If the Contractor performs Work which deviates from the Contract, and neglects or refuses to correct rejected Work; or
7. If the Contractor otherwise violates in any material way any provisions or requirements of the Contract.

Once the Contracting Agency determines the sufficient cause exists to terminate the Contract, written notice shall be given to the Contractor and its Surety indicating that the Contractor is in breach of the Contract and that the Contractor is to remedy the breach within 15 calendar days after the notice is sent. In case of an emergency such as potential damage to life or property, the response time to remedy the breach after the notice may be shortened. If the remedy does not take place to the satisfaction of the Contracting Agency, the engineer may, by serving written notice to the Contractor and Surety either:

1. Transfer the performance of the Work from the contractor to the Surety; or
2. Terminate the contract and at the Contracting Agency's option prosecute it to completion by contract or otherwise. Extra costs or damages to the Contracting Agency shall be deducted from money due or coming due to the Contractor under the Contract.

If the Engineer elects to pursue one remedy, it will not bar the Engineer from pursuing other remedies on the same or subsequent breaches.

Upon receipt of the notice that the Work is being transferred to the Surety, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances for the purpose of completing the Work included in the Contract and employ by contract or otherwise any person or persons satisfactory to the engineer to finish the Work and provide the materials without termination of the Contract. Such employment shall not relieve the Surety of its obligations under the Contract and the Bond. If there is a transfer to the Surety, payments on estimates covering Work subsequent to the transfer shall be made to the extent permitted under law to the Surety or its agent without any right of the Contractor to make any claim.

If the Engineer terminates the Contract or provides such sufficiency of labor or materials as required to complete the Work, the Contractor shall not be entitled to receive any further payments on the Contract until all the Work contemplated by the contract has been fully performed. The Contractor shall bear any extra expenses incurred by the Contracting Agency in completing the work, including all increased costs for completing the work, and all damages sustained, or which may be sustained, by the Contracting

Agency by reason of refusal, neglect, failure, or discontinuance of Work by the contractor. After all the Work contemplated by the Contract has been completed, the Engineer will calculate the total expenses and damages for the completed work. If the total expenses and damages are less than any unpaid balance due the contractor, the excess will be paid by the contracting Agency to the contractor. If the total expenses and damages exceed the unpaid balance, the Contractor and the Surety shall jointly and severally liable to the Contracting Agency and shall pay the difference to the Contracting Agency on demand.

In exercising the Contracting Agency's right to prosecute the Physical Completion of the Work, the contracting Agency shall have the right to exercise its sole discretion as to the manner, method, and reasonableness of the costs of completing the work. In the event that the Contracting Agency takes bis for remedial Work or Physical Completion of the project, the Contractor shall not be eligible for the Award of such Contracts.

In the event that the Contract is terminated, the termination shall not affect any rights of the Contracting Agency against the Contractor. The rights and remedies of the Contracting Agency under Termination Clause are in addition to any other rights and remedies provided by law or under the contract. Any retention or payment of monies to the contractor by the Contracting Agency will not release the contractor from liability.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Public convenience. This shall include termination for default because of failure to prosecute the Work, and the delay was found to be excusable under the provisions of the contract.

### **Termination for Public Convenience**

The Engineer may terminate the Contract in whole, or from time to time in part, whenever:

1. The Contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
2. The Contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such restraining order is primarily caused by acts or omissions of persons or agencies other the Contractor; or
3. The Engineer determines the such termination is in the best interests of the Contracting Agency.

After receipt of Termination for Public convenience, the Contractor shall submit to the Contracting Agency a request for costs associated with the termination. The request shall be submitted promptly but in no event later than 90 calendar days from the effective date of termination.

The Contractor agrees to make all records available to the extent deemed necessary by the engineer to verify the costs in the Contractor's payment request.

1 Whenever the Contractor is terminated in accordance with the Contract, payments will be made for the  
2 actual Work performed.

3 Termination of a Contract shall not relieve the Contractor of any responsibilities under the Contract for  
4 Work performed. Nor shall termination of the Contract relieve the Surety or Sureties of obligations under  
5 the Contract Bond or retainage bond for Work performed.

## 6 **Measurement and Payment**

7 In measuring all acceptably completed Bid items of Work, the Engineer will:

- 8 1. Use United States standard measure;
- 9 2. Make all measurements as described in the section, unless individual Specifications require  
10 otherwise;
- 11 3. Follow methods generally recognized as conforming to good engineering practice;
- 12 4. Conform to the usual practice of the contracting Agency by carrying measurements and  
13 computations to the proper significant figure or fraction of units for each item;
- 14 5. Measure horizontally or vertically (unless otherwise specified).

## 15 **Clearing, Grubbing, and Cleanup**

16 The contractor shall clear, grub and cleanup those areas as shown in the plans. This work includes  
17 removing all unwanted material from the surface, such as brush or other natural materials, the removal  
18 and disposal of all unwanted vegetative matter from the underground such as sod, roots or other  
19 debris and the cleanup of the area to an attractive, finished appearance.

20 The Contractor shall meet all requirements of state, county, and municipal regulations regarding health,  
21 safety, and public welfare in the disposal of all unusable material and debris.

22 Measurement and payment of Clearing, Grubbing, and cleanup will be made by the acre.

## 23 **Saw Cutting**

24 Asphalt pavement and concrete curbs shall be saw cut as shown in the plans. The cuts shall be neat and  
25 straight. Any damage to materials that are to remain shall be repaired at the contractor's expense.

26 The measurement and payment for saw cutting will be by the linear foot.

## 27 **Removing Concrete Curb**

28 Concrete curbing shall be removed from areas as shown in the plans. The removed material shall  
29 become the property of the contractor. The Contractor shall meet all requirements of state, county, and  
30 municipal regulations regarding health, safety, and public welfare in the disposal of the concrete curbing.

31 The measurement and payment for the removal of concrete curbing will be by the linear foot.

## 32 **Removing Asphalt Pavement**

33 Asphalt pavement shall be removed from areas as shown in the plans. The removed material shall  
34 become the property of the contractor. The Contractor shall meet all requirements of state, county, and

1 municipal regulations regarding health, safety, and public welfare in the disposal of the asphalt  
2 pavement.

3 The measurement and payment for the removal of asphalt pavement will be by the square yard.

#### 4 **Removal of Streetlight**

5 The streetlights and foundations shown in the plans shall be removed and stored on site for future use.  
6 The existing conductors shall have the ends wire nutted and taped to make safe, pulled to the nearest  
7 junction box and coiled for future use. The streetlights and foundations shall be placed on blocks to  
8 prevent damage. Any damage as a result of the removal and/or the storage shall be repaired at the  
9 contractor's expense.

10 All costs associated with the removal and storage of the streetlights shall be included in the  
11 measurement and payment for Removal of Streetlight per each.

#### 12 **Excavation, Grading and Compaction**

13 The site shall be excavated, graded and compacted as shown in the plans. All excess materials shall be  
14 stockpiled as indicated in the plans. The building site shall be excavated to the depths as indicated and  
15 then shall be compacted to 95% maximum density. The contractor shall be responsible for all testing to  
16 demonstrate that compaction has been achieved. The contractor shall be responsible for all surveying  
17 required to determine the limits of the excavation and grading. The Engineer shall verify the limits prior  
18 to the beginning of excavation or grading.

19 All costs associated with excavation, grading and compaction shall be included in the measurement and  
20 payment of the item Excavation, Grading and Compaction per Cubic Yard.

#### 21 **Stockpile**

22 The contractor shall stockpile all material that was not incorporated into the project and is not a portion  
23 of the materials identified in clearing, grubbing and cleanup, at the location identified in the plans. The  
24 contractor shall provide final stockpile dimensions to the Engineer for verification. No compensation for  
25 the excavation of the materials will be made as part of this item.

26 All costs with the transportation and placement of the materials that are incorporated into the stockpile  
27 shall be included in the measurement and payment for the item Stockpile per Cubic Yard.

#### 28 **Infiltration Gallery**

29 The contractor shall install the infiltration gallery as shown in the plans. This item will include all  
30 excavation, grading, pipe, rock, fabric and labor required for the installation of a functional infiltration  
31 gallery. The contractor shall submit catalog cuts to the Engineer for approval prior to materials being  
32 delivered to the site. The installation of the gallery shall be inspected and approved by the Engineer.

33 All cost associated with the installation of the infiltration gallery shall be included in the measurement  
34 and payment for the pay item Infiltration gallery.

#### 35 **Water Line**

1 The contractor shall install the waterline as shown in the plans. The contractor shall submit catalog cuts  
2 for the waterline and all associated hardware to the Engineer prior to the materials being delivered to  
3 the site.

4 All costs associated with the installation of the water lines shall be included in the measurement and  
5 payment for the item water line.

## 6 **Sewer Line**

7 The contractor shall install the sewer line as shown in the plans. The contractor shall submit catalog cuts  
8 to the Engineer for approval prior to the materials being delivered to the site.

9 All costs associated with the installation of the sewer line shall be included in the measurement and  
10 payment for the item water line. **Cast-in-place concrete**

11 This section specifies cast-in place concrete, including formwork, reinforcement, concrete materials  
12 mixture design, placement and finishes for the following:

- 13 1. Footings
- 14 2. Slabs-on-grade
- 15 3. Exposed interior concrete floors
- 16 4. Other miscellaneous concrete work as shown in the plans.

## 17 *Submittals*

- 18 1. Design mixtures
- 19 2. Steel reinforcement
- 20 3. Field quality control test and inspection reports

## 21 *Quality Assurance*

- 22 1. The Contractor shall have an independent agency qualified for the testing and inspection  
23 of concrete.
- 24 2. Independent testing laboratory for testing concrete strength

## 25 *Form-Facing Materials*

- 26 1. Rough formed finished concrete: plywood, lumber, metal or other approved material.  
27 Provide dressed on at least two edges and one side for tight fit.
- 28 2. Chamfer strips: Wood, metal, PVC, or rubber, ¾ by ¾ inch, unless shown otherwise in the  
29 plans.
- 30 3. Form-release Agent: Commercially formulated from-release agent that will not bond  
31 with, stain, or adversely affect concrete surface and will not impair subsequent  
32 treatments of concrete surfaces.

4. Sealer: Penetrating, clear, polyurethane form sealer formulated to reduce absorption of bleed water and prevent migration of set-retarding chemicals from wood

5. From-ties: Factory-fabricated, removable or snap off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on form remove.

## **Steel Reinforcement**

1. Reinforcement steel shall be grade 60

2. Accessories

3. Bar supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement bars and welded wire reinforcement in place.

## ***Delivery, Storage and Handling***

1. Steel reinforcement shall be delivered, stored and handled to prevent the bending and damaging of the materials.

All costs associated with the providing and installation of rebar shall be included in the bid Item Complete Pole building.

## **Concrete Materials**

Commercially available class 4000 concrete, with fly ash

1. Construction Joints: Shall be true to line with faces perpendicular to surface plane of concrete.

2. Install construction joints so strength and appearance of concrete are not impaired, at locations approved by the Engineer.

3. Construction joints shall be a depth equal to at least one-fourth of concrete thickness.

All costs associated with the providing, placement and finishing of concrete shall be included in the bid Item Complete Pole building.

## **Concrete Placement**

1. Before placing concrete, the Engineer shall verify the installation of formwork, reinforcement and embedment items are complete and that the required inspections have been performed.

2. Do not add water to the concrete during delivery, at the project site, or during placement unless approved by the testing agency.

- 1                    3. Deposit concrete continuously in one layer. If a section cannot be placed continuously,  
2                    provide construction joints as approved by the Engineer. Deposit concrete to avoid  
3                    segregation.
- 4                    4. Consolidate placed concrete with mechanical vibrating equipment.
- 5                    5. Do not use vibrators to transport concrete inside forms.
- 6                    6. Cold weather Placement and protection is required as directed by the Engineer if  
7                    anticipated temperatures are below 40 degrees F.

8 All costs associated with the providing, placement and finishing of concrete shall be included in the bid  
9 Item Complete Pole building.

#### 10 **Thermal Insulation**

11 The Contractor shall provide the thermal insulation in the walls and roof to the values as indicated in the  
12 plans. The Contractor shall submit the type of insulation and the method of installation to the engineer  
13 for approval, prior to ordering and installation of the materials.

14 All costs associated with the furnishing and installing all thermal insulation shall be included in the bid  
15 item Complete Pole Building.

#### 16 **Standing Seam Roof**

17 The Contractor shall submit for approval prior to ordering construction details, material descriptions,  
18 dimensions of individual components, profiles and finishes for each type of panel and accessory.  
19 Accessories include, but are not limited to flashing, trim, and anchorage system.

20 The Contractor shall submit prior to ordering samples for approval for each exposed finish. Sample for  
21 the metal panels shall be 12 inches long by 12 inches wide, including clips, fasteners, closures and any  
22 other metal panel accessory.

23 The Contractor shall provide all warranty and maintenance materials prior to the installation of the  
24 materials.

25 All components shall be delivered undamaged and shall be stored in a manner to prevent bending,  
26 warping, twisting, and surface damage.

27 All metal panels shall be installed per the manufacturer's specifications including weather conditions.

28 The roofing materials shall meet the design specification indicated in the plans, including but not limited  
29 to wind loads and snow loads.

30 The standing seam metal roof panels shall be a minimum of 24 gauge of a color that is approved prior to  
31 the ordering of the materials.

32 All costs associated with providing and installing standing seam metal roof panels, including all  
33 associated hardware and trim shall be included in the Bid Item Complete Pole building.

#### 34 **Formed Metal Wall Panels**

1 The Contractor shall submit for approval prior to ordering construction details, material descriptions,  
2 dimensions of individual components, profiles and finishes for each type of panel and accessory.  
3 Accessories include, but are not limited to flashing, trim, and anchorage system.

4 The Contractor shall submit prior to ordering samples for approval for each exposed finish. Sample for  
5 the metal panels shall be 12 inches long by 12 inches wide, including clips, fasteners, closures and any  
6 other metal panel accessory.

7 The Contractor shall provide all warranty and maintenance materials prior to the installation of the  
8 materials.

9 All components shall be delivered undamaged and shall be stored in a manner to prevent bending,  
10 warping, twisting, and surface damage.

11 All metal panels shall be installed per the manufacturer's specifications including weather conditions.

12 The metal panels shall be a minimum of 24 gauge of a color that is approved prior to the ordering of the  
13 materials.

14 All costs associated with providing and installing metal panels, including all associated hardware and trim  
15 shall be included in the bid Item Complete Pole Building.

#### 16 **Doors and Door Hardware**

17 All man doors shall be hollow metal doors. The Contractor shall submit catalog cuts for approval prior to  
18 the ordering of the doors. The door color shall be similar to the doors at the existing fire station. Color  
19 shall be approved prior too the ordering of the doors.

20 The hardware for the doors shall match the hardware of the existing fire station. The locks and keys shall  
21 be interchangeable with the existing fire station.

22 All costs associated with providing and installing all doors and associated hardware shall be included in  
23 the bid item Complete Pole Building.

#### 24 **Fire extinguishers**

25 Fire extinguishers shall be provided as shown in the plans or as directed by the engineer.

26 All costs associated with the furnishing and installation of fire extinguishers shall be included in the bid  
27 item Complete Pole building.

#### 28 **Finishes**

29 The finishes of metal panels, doors, windows, and wainscoting (if provided) shall match as closes as  
30 possible to the finishes of the existing fire station. The Contractor may view at the existing fire station  
31 the architectural finish board of the existing fire station. The viewing of the finishes board will be by  
32 appointment with the Fire Chief.

#### 33 **Heating and Cooling**



1 The maintenance bay of the building shall be heated and cooled. The contractor shall submit for  
2 approval heat pump submittals, including calculation, that provides heating and cooling for the  
3 maintenance bay area, prior to the ordering of any materials.

4 The storage bays will be heated only, no cooling will be provided in these stalls. The Contractor shall  
5 submit for approval an infrared radiant heating system for the storage bays.

6 All costs associated with providing, installing and making operational the heating and cooling systems  
7 shall be included in the bid item Complete Pole Building.

#### 8 **Installation of Street Lights**

9 The installation of the streetlights there were removed as part of this project shall be re-installed at  
10 locations staked by the Engineer.

11 All costs with the reinstallation of the streetlights shall be included in the Bid Item Removing and  
12 reinstallation of streetlights.

13

#### 14 **Wainscoting (Alternate)**

15 The Contractor shall provide a price for providing and installing wainscoting on the building. The  
16 wainscoting shall be visually similar to the wainscoting that is installed on the existing fire station. The  
17 owner shall decide at the award if the alternative for wainscoting shall be included in the contract price.

18 The contractor shall provide a separate price for providing and installing wainscoting.

## **BUILDING SPECIFICATIONS**

Metal Roof, 21 gage, standing seem

Metal Panels, 21 gage

Insulated sectional garage doors, with opening motors

Insulated metal exterior doors, with hardware (need to be compatible with existing locks)

Windows

Concrete Specifications

Concrete finishing

Concrete waterproofing

Rough carpentry

Sheathing

Insulation

Vapor Barrier

Soffit materials

Metal flashings (roof vents for plumbing)

Snow guards for the roof

Gutters

Fire extinguishers

Electrical, Electrical Fixtures

Heating System for Equipment Bay

Plumbing, Plumbing Fixtures

HVAC System

Propane Tank

Fencing, Fence Gates, Gate Opener

**Washington State Department of Labor and Industries Policy  
Statement**

**(Regarding the Production of "Standard" or "Non-standard" Items)**

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

**WSDOT's**  
**Predetermined List for**  
**Suppliers - Manufactures - Fabricator**

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

ITEM DESCRIPTION	YES	NO
1. Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		X
2. Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans		X
3. Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		X
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		X
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		X
6. Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		X
7. Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		X

ITEM DESCRIPTION	YES	NO
8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		<b>X</b>
9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	<b>X</b>	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	<b>X</b>	
11. Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	<b>X</b>	
12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		<b>X</b>
13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	<b>X</b>	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		<b>X</b>
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		<b>X</b>
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		<b>X</b>

ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		<b>X</b>
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		<b>X</b>
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		<b>X</b>
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		<b>X</b>
21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		<b>X</b>
22. Vault Risers - For use with Valve Vaults and Utilities  X Vaults.		<b>X</b>
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		<b>X</b>
24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		<b>X</b>
25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	<b>X</b>	
26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	<b>X</b>	

ITEM DESCRIPTION		YES	NO
27.	Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28.	12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
29.	Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
30.	Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
31.	Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	X	
32.	Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
33.	Monument Case and Cover See Std. Plan.		X

ITEM DESCRIPTION	YES	NO
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	<b>X</b>	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	<b>X</b>	
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	<b>X</b>	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		<b>X</b>
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	<b>X</b>	
39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.	<b>X</b>	
40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	<b>X</b>	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		<b>X</b>



ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. <b>NOTE:</b> *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	<b>X</b>	<b>X</b>
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		<b>X</b>
44. Guardrail components	<b>X</b>	<b>X</b>
	Custom End Sec	Standard Sec
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		<b>X</b>
48. Electrical wiring/components		<b>X</b>
49. treated or untreated timber pile		<b>X</b>
50. Girder pads (elastomeric bearing)	<b>X</b>	
51. Standard Dimension lumber		<b>X</b>
52. Irrigation components		<b>X</b>

ITEM DESCRIPTION	YES	NO
53. Fencing materials		<b>X</b>
54. Guide Posts		<b>X</b>
55. Traffic Buttons		<b>X</b>
56. Epoxy		<b>X</b>
57. Cribbing		<b>X</b>
58. Water distribution materials		<b>X</b>
59. Steel "H" piles		<b>X</b>
60. Steel pipe for concrete pile casings		<b>X</b>
61. Steel pile tips, standard		<b>X</b>
62. Steel pile tips, custom	<b>X</b>	

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW [39.12.010](#)

(The definition of "locality" in RCW [39.12.010](#)(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

## **WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects**

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.

The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential \*\*\* ALL ASSOCIATED RATES \*\*\*
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

**Washington State Department of Labor and Industries Policy  
Statements**  
**(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)**

**WAC 296-127-018 Agency filings affecting this section**

## Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

- (1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.
- (2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:
  - (a) They deliver or discharge any of the above-listed materials to a public works project site:
    - (i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or
    - (ii) At multiple points at the project; or
    - (iii) Adjacent to the location and coordinated with the incorporation of those materials.
  - (b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.
  - (c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).
  - (d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.
  - (e) They deliver concrete to a public works site regardless of the method of incorporation.
  - (f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]

# PREVAILING WAGE RATES