

**MASON COUNTY  
DEPARTMENT OF PUBLIC WORKS  
DIV. OF ENGINEERING & CONSTRUCTION**

**CRP 2043 Toonerville Culvert Replacement (Materials Only)**

Fed Aid # BROS 23BC(003), LAA 10520

Road # 79800, MP 5.28 to MP 5.30

PROJECT DESCRIPTION

Mason County is requesting bids for design, construction, and delivery of an aluminum box culvert, aluminum headwall and two prefabricated metal footings with reinforcing bar installed. The structure is to replace two existing culverts located on Bear Creek Dewatto Road (#79800) from MP 5.28 to MP 5.30.

NOTICE TO PLANHOLDERS

The office assigned to show these projects to prospective bidders is located at the Mason County Engineers Office, 100 West Public Works Drive, Shelton Washington 98584. Questions regarding these bid documents shall be sent via email to: [pwprojects@masoncountywa.gov](mailto:pwprojects@masoncountywa.gov). Questions via phone will not be accepted. Questions/answers will be posted daily at bxwa.com. The deadline for questions is 48 hours prior to bid opening.

**PLANS AND SPECIFICATION**

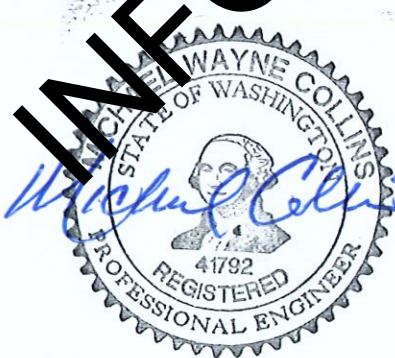
**APPROVED:**

By:

*Michael Collins*  
Michael Collins, PE PLS

Deputy Director  
County Engineer

Date Approved: 4/8/24



**NOTICE TO BIDDERS**  
COUNTY OF MASON  
DEPARTMENT OF PUBLIC WORKS  
SHELTON, WASHINGTON  
**CRP 2043 Toonerville Culvert Replacement (Materials Only)**  
Fed Aid # BROS 23BC(003), LAA 10520  
Road # 79800, MP 5.28 to MP 5.30

SEALED BIDS will be received for **CRP 2043 Toonerville Cuvlert Replacement (Materials Only)** (Range \$ **175,000** to \$ **225,000**), at the office of the County Commissioners, located in Building 1, 411 North 5<sup>th</sup> Street, Shelton, Washington, 98584, **until 9:00 a.m., Friday, May 3, 2024**. Submitted bids will be publicly opened and read in the Commissioner Chambers, Building I, immediately thereafter. Sealed Bids received after the specified opening time will not be accepted.

Firm price is solicited for an aluminum box culvert, aluminum headwall, and (2) prefabricated metal footings with reinforcing bar installed, listed below. Mason County will accept no additional charges including, but not limited to freight, fuel surcharges and other charges. Purchase will be made for the aluminum structural plate described in the bid specifications and special provisions.

Payment for purchase will be made according to State Statute, in the month following the delivery of the material, providing a properly detailed invoice has been furnished.

**Bid Documents are made available as follows:**

Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to [www.bxwa.com](http://www.bxwa.com) and clicking on "Posted Projects", "Public Works", and "Mason County". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (252) 258-1303 should you require assistance with access or registration.

**ALL BID PROPOSALS** shall be accompanied by a bid proposal deposit in the form of a Surety Bond, Cash, Cashier's Check, or Certified Check in an amount equal to five percent (5%) of the amount of such bid proposal. **The Proposal Bond shall be on DOT Form 272-001A Revised 05/13 for Local Agency Use.** Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the Specifications, the bid proposal deposit shall be forfeited to Mason County.

**ALL BID PROPOSALS** must be in writing, on forms furnished from **Builder's Exchange of Washington**, with the Builder's Exchange disclaimer footer in the margin of each page and along with proposal deposit, **placed and sealed** in a 12 x 9 envelope, with an indication on the front bottom left corner of said envelope, the **project name** and **date of bid opening**, and then filed with the **Clerk of the Board of County Commissioners on or before the day and hour above-mentioned.**

**The (Local Agency) in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged**

NOTICE TO BIDDERS

Page 1 of 2

CRP 2043 Toonerville Culvert Replacement (Materials Only)

Road #79800, MP 5.28 to MP 5.30

business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Mason County assures that no person shall on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964 and related statutes, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Mason County program or activity. For more information, please contact Mason County Public Works at (360) 427-9670, Ext. 450.

**THE BOARD OF MASON COUNTY COMMISSIONERS** reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities and to contract as to the best interest of Mason County.

**DATED** this 8<sup>th</sup> day of April 2024.

MASON COUNTY PUBLIC WORKS  
MASON COUNTY, WASHINGTON

**Kobree Glaser**  
PUBLIC WORKS REPRESENTATIVE

cc: Cmmrs.  
Engineer  
JOURNAL: Publ. 2t: **4/11/2024 & 4/18/2024** (Bill Rd. Dept.)  
Journal Shelton: [legals@masoncounty.com](mailto:legals@masoncounty.com)

JOURNAL OF COMMERCE: Publ. 2t: **4/11/2024 & 4/18/2024**  
Journal of Commerce Seattle, Legal Dept: [legals@djc.com](mailto:legals@djc.com)

INFORMATIONAL ONLY

TO: BOARD OF MASON COUNTY COMMISSIONERS  
 411 NORTH FIFTH ST  
 SHELTON, WASHINGTON 98584

**PROPOSAL**

**CRP 2043 Toonerville Culvert Replacement (Materials Only)**

Fed Aid # BROS 23BC(003), LAA 10520  
 Road # 79800, MP 5.28 to MP 5.30

**COMMISSIONERS:**

This certifies that the undersigned has examined the location of the above-cited project and the Plans and Specifications and Contract governing the work embraced in this improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the funds available, in accordance with said Plans, Specifications and Contract and the following schedule of rates and prices:

| <u>ITEM NO.</u> | <u>ITEM DESCRIPTION</u>  | <u>UNIT</u> | <u>TOTAL QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|-----------------|--|-------------|-----------------------|-------------------|--------------------|
| 1.              | 32'-8" x 12' Aluminum Box Culvert, Aluminum Headwall and (2) prefabricated metal footings with reinforcing bar installed | LS          |                       |                   |                    |

SUBTOTAL: \$ \_\_\_\_\_

SALES TAX (8.5%): \$ \_\_\_\_\_

TOTAL AMOUNT BID: \$ \_\_\_\_\_

INFORMATIONAL ONLY

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

## **NON-COLLUSION DECLARATION**

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

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

### **NOTICE TO ALL BIDDERS**

To report rigging activities call:

**1-800-424-9071**

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

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

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

FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE

WILL MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.032, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the Call for Bids.

**Bidder Name:**

\_\_\_\_\_  
Name of Contractor/Bidder – Print full legal entity name of firm

**By:**

\_\_\_\_\_  
Print Name of person making certifications for firm

**Title:**

\_\_\_\_\_  
Place

\_\_\_\_\_  
Print city and state where signed

**Date:**

INFORMATIONAL ONLY

Form 272-009 -08/2017

Revised for Mason County

# Local Agency Proposal - Signature Page

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

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

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

Receipt is hereby acknowledged of addendum(s) No.(s) \_\_\_\_\_ & \_\_\_\_\_

Signature of Authorized Official(s)

\_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of Washington Contractor's License No. \_\_\_\_\_

Federal ID No. \_\_\_\_\_

**Note:**

- (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the \_\_\_\_\_ will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "Article 4" of the Instruction to Bidders for building construction jobs.

**PROPOSAL BOND**

**KNOW ALL MEN BY THESE PRESENTS,** That we, \_\_\_\_\_

Of \_\_\_\_\_ as principal, and the \_\_\_\_\_

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

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

**CRP 2043 Toonerville Culvert Replacement (Materials Only)**

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

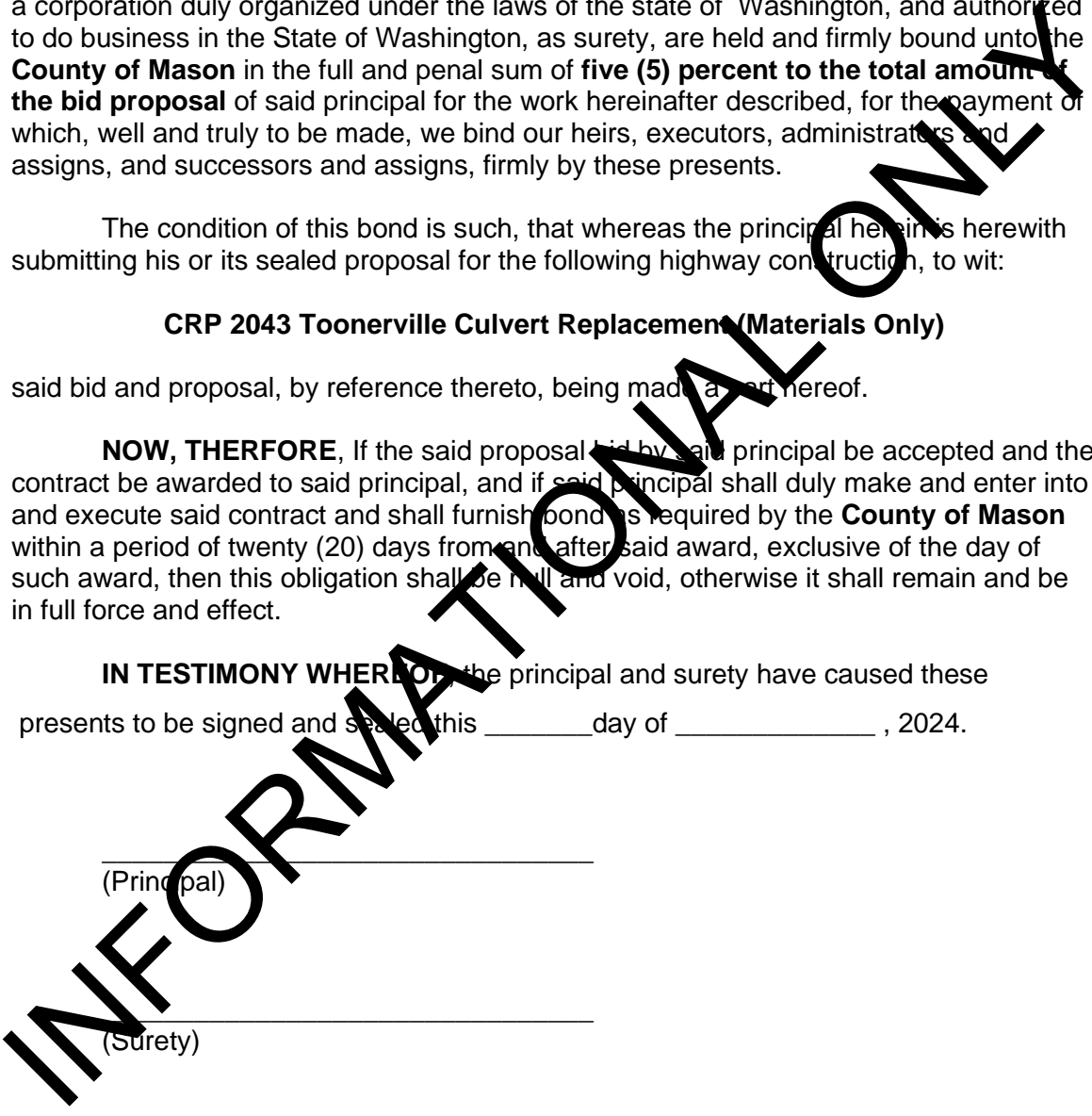
**NOW, THEREFORE,** If the said proposal bid by said principal be accepted and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bonds as required by the **County of Mason** within a period of twenty (20) days from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

**IN TESTIMONY WHEREOF,** the principal and surety have caused these presents to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Attorney-in-fact)





# CONTRACT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between **MASON COUNTY DEPARTMENT OF PUBLIC WORKS**, acting through the Board of County Commissioners under and by virtue of Title 36, R.C.W., as amended, and \_\_\_\_\_, hereinafter called the Contractor.

**WITNESSETH:**

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all tools, equipment and materials for the **CRP 2043 Toonerville Culvert Replacement (Materials Only)**, in Mason County and other work in accordance with and as described in the attached Specifications and the **2024 Standard Specifications** of the Washington State Department of Transportation, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

The **Contractor** shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for completing the work provided for in this contract and every part thereof, except such as are mentioned in the Specifications to be furnished by Mason County.

2. That **Mason County** hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached Specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached Specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract. Mason County further agrees to employ the Contractor to perform any alterations in or additions to the work provided for in this contract that may be ordered and to pay for the same under the terms of this contract and the attached Plans and Specifications.

3. The **Contractor**, for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

4. It is further provided that no liability shall be attached to **Mason County** by reason of entering into this contract, except as expressly provided herein.

**IN WITNESS WHEREOF**, the Contractor has executed this instrument on the day and year first below written, and the Board of County Commissioners has caused this instrument to be executed by, and in the name of the said Mason County Board of County Commissioners the day and year first above written.

Date executed by the Contractor: \_\_\_\_\_

\_\_\_\_\_  
Contracting Firm Name

\_\_\_\_\_  
Contractor License No. & Expiration Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Printed) & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
UBI#

BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON

\_\_\_\_\_  
Chairperson Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Date

**CONTRACT BOND**

**Bond Number:** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS,**

that \_\_\_\_\_ of \_\_\_\_\_ Washington, as Principal, and \_\_\_\_\_, as Surety, are jointly and severally held and bound unto Mason County, Washington, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that **WHEREAS**, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2024, the said \_\_\_\_\_, Principal herein, executed a certain contract with **Mason County Department of Public Works**, as Contracting Agency, by the terms, conditions and provisions of which contract the said \_\_\_\_\_ Principal herein, agrees to furnish all material and do certain work, to wit: That \_\_\_\_\_ will undertake and complete the construction of the **CRP 2043 Toonerville Culvert Replacement (Materials Only), for Mason County**, according to the maps, Plans and Specifications made a part of said contract, which contract, as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if herein set forth at length.

**NOW, THEREFORE** the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things undertaken by \_\_\_\_\_, undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, sub-contractors and material men, and all persons who shall supply such Contractor or sub-contractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect, provided the liability hereunder for defects in materials or workmanship for a

period of one year after the acceptance of the work shall not exceed the sum of ten percent (10%) of the amount hereinabove set forth as the penal sum of this Bond.

WITNESS our hand this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Bonding Company

\_\_\_\_\_  
Contractor Company Name

\_\_\_\_\_  
Licensed (resident) Agent of Surety

\_\_\_\_\_  
Contractor Address

\_\_\_\_\_  
Agent's Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Contractor Telephone Number

\_\_\_\_\_  
Surety Telephone Number

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
SURETY (Signature)

\_\_\_\_\_  
APPROVED AS TO FORM

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Date



-IMPORTANT-

## PREVAILING WAGE RATE INFORMATION

The Washington State Department of Labor & Industries (L&I) has directed that Mason County may provide current Prevailing Wage Rates for this project in the following format:

1. Please access the L&I website at:  
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
2. Select the Prevailing Wages and Benefit Plan information for the project **bid date**.
3. Select the County where the work will be performed. If you are working in a County other than Mason County, use the wages for the County you are physically working in for this project.
4. A copy of the applicable Prevailing Wages for this contract is available in the Mason County Public Works. Please email: [pwprojects@masoncountywa.gov](mailto:pwprojects@masoncountywa.gov) for this information. A copy of these wages will be provided upon request.

INFORMATIONAL ONLY

1 **INTRODUCTION TO THE SPECIAL PROVISIONS**

2  
3  
4  
5 *(January 4, 2024 APWA GSP, Option B)*

6  
7 The work on this project shall be accomplished in accordance with the *Standard Specifications*  
8 *for Road, Bridge and Municipal Construction*, 2024 edition, as issued by the Washington  
9 State Department of Transportation (WSDOT) and the American Public Works Association  
10 (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard  
11 Specifications, as modified or supplemented by these Special Provisions, all of which are  
12 made a part of the Contract Documents, shall govern all of the Work.

13  
14 These Special Provisions are made up of both General Special Provisions (GSPs) from  
15 various sources, which may have project-specific fill-ins; and project-specific Special  
16 Provisions. Each Provision either supplements, modifies, or replaces the comparable  
17 Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition  
18 to any subsection or portion of the Standard Specifications is meant to pertain only to that  
19 particular portion of the section, and in no way should it be interpreted that the balance of the  
20 section does not apply.

21  
22 The GSPs are labeled under the headers of each GSP with the effective date of the GSP and  
23 its source. For example:

- 24  
25 *(March 8, 2013 APWA GSP)*  
26 *(April 1, 2013 (for WSDOT GSPs, only use date))*  
27 *(May 1, 2013 \$Mason County\$ GSP) Agency Special Provision*

28  
29  
30 Also incorporated into the Contract Documents by reference are:

- 31 • *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted  
32 edition, with Washington State modifications, if any  
33 • *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT Manual  
34 M21-01, current edition

35  
36 Contractor shall obtain copies of these publications, at Contractor's own expense.

37  
38 **Division 1**  
39 **General Requirements**

40  
41 **DESCRIPTION OF WORK**

42  
43 *(March 13, 1995)*  
44 This Contract provides for the delivery of \*\*\*32'8" x 12' Aluminum Box Culvert, Aluminum  
45 Headwall, and (2) prefabricated metal footings with reinforcing bar installed, 50 foot length to  
46 replace two existing 12' x 7' culverts from MP 5.28 to MP 5.30 on Bear Creek Dewatto Road  
47 (#79800) in Mason County\*\*\* and other work, all in accordance with the attached Contract  
48 Plans, these Contract Provisions, and the Standard Specifications.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49

**1-01.3 Definitions**  
(January 19, 2022 APWA GSP)

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

**Dates**

***Bid Opening Date***

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

***Award Date***

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

***Contract Execution Date***

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

***Notice to Proceed Date***

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

***Substantial Completion Date***

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

***Physical Completion Date***

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

***Completion Date***

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

***Final Acceptance Date***

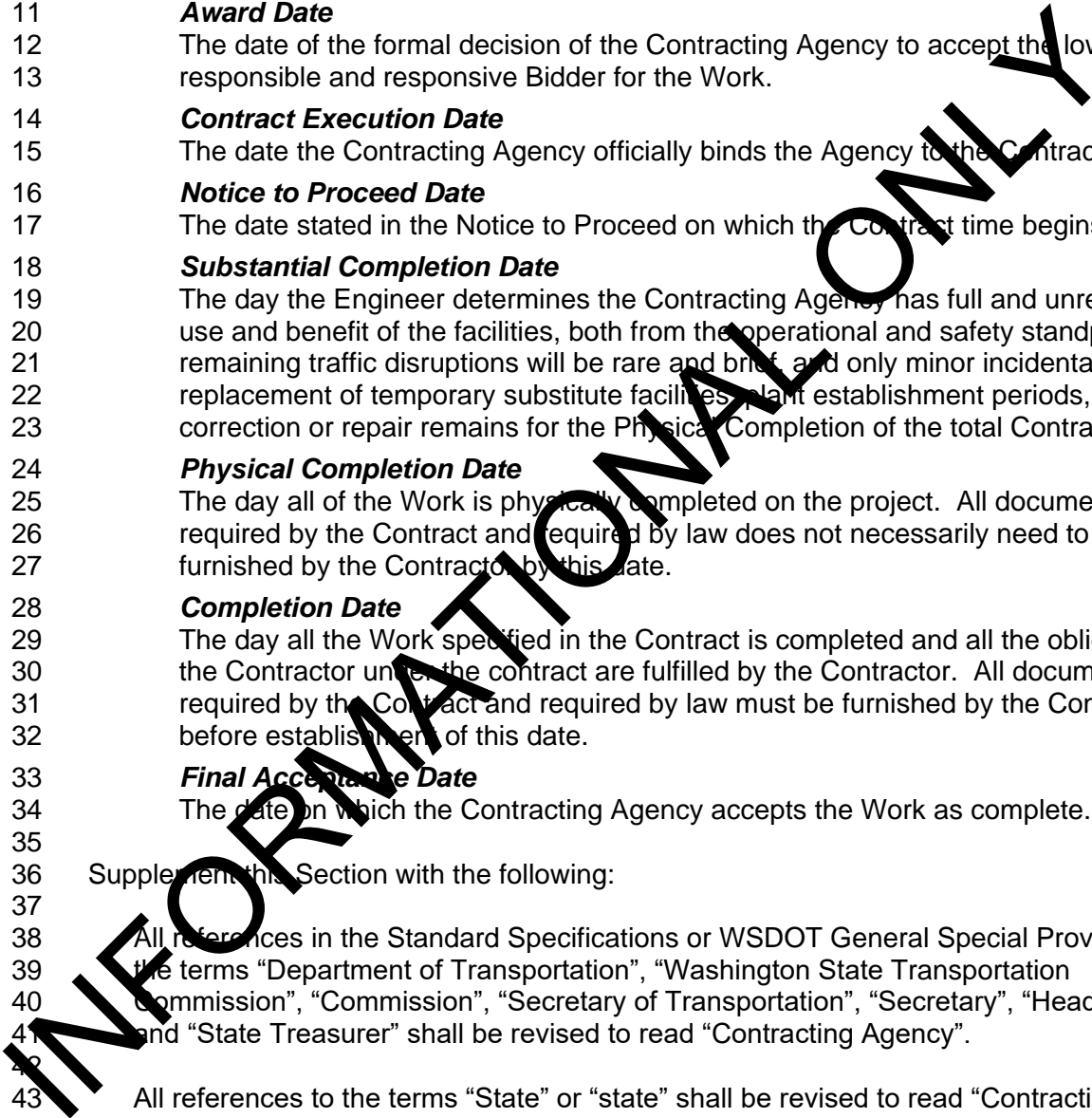
The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications 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".



1 All references to “final contract voucher certification” shall be interpreted to mean the  
2 Contracting Agency form(s) by which final payment is authorized, and final completion  
3 and acceptance granted.  
4  
5 **Additive**  
6 A supplemental unit of work or group of bid items, identified separately in the Bid  
7 Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition  
8 to the base bid.  
9  
10 **Alternate**  
11 One of two or more units of work or groups of bid items, identified separately in the Bid  
12 Proposal, from which the Contracting Agency may make a choice between different  
13 methods or material of construction for performing the same work.  
14  
15 **Business Day**  
16 A business day is any day from Monday through Friday except holidays as listed in  
17 Section 1-08.5.  
18  
19 **Contract Bond**  
20 The definition in the Standard Specifications for “Contract Bond” applies to whatever  
21 bond form(s) are required by the Contract Documents, which may be a combination of a  
22 Payment Bond and a Performance Bond.  
23  
24 **Contract Documents**  
25 See definition for “Contract”.  
26  
27 **Contract Time**  
28 The period of time established by the terms and conditions of the Contract within which  
29 the Work must be physically completed.  
30  
31 **Notice of Award**  
32 The written notice from the Contracting Agency to the successful Bidder signifying the  
33 Contracting Agency’s acceptance of the Bid Proposal.  
34  
35 **Notice to Proceed**  
36 The written notice from the Contracting Agency or Engineer to the Contractor authorizing  
37 and directing the Contractor to proceed with the Work and establishing the date on which  
38 the Contract time begins.  
39  
40 **Traffic**  
41 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and  
42 equestrian traffic.

INFORMATIONAL ONLY



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

**Bid Procedures and Conditions**

**1-02 BID PROCEDURES AND CONDITIONS**

**1-02.1 Prequalification of Bidders**

Delete this section and replace it with the following:

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

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

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

Delete this section and replace it with the following:

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

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

| To Prime Contractor           | No. of Sets | Basis of Distribution               |
|-------------------------------|-------------|-------------------------------------|
| Reduced plans (11" x 17")     | \$\$\$      | Furnished automatically upon award. |
| Contract Provisions           | \$\$\$      | Furnished automatically upon award. |
| Large plans (e.g., 22" x 34") | \$\$\$      | Furnished only upon request.        |

28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41

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

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

**1-02.4(1) General**  
*(December 30, 2022 APWA GSP Option B)*

The first sentence of the ninth paragraph, beginning with "Prospective Bidder desiring...", is revised to read:

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business

1           \$\$\$ business days preceding the bid opening to allow a written reply to reach all  
2           prospective Bidders before the submission of their Bids.

3  
4   **Preparation of Proposal**

5  
6   *(January 4, 2024 APWA GSP 1-02.6, Option B)*

7  
8   Supplement the second paragraph with the following:

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

13  
14   Delete the last two paragraphs, and replace them with the following:

15  
16           The Bidder shall submit with their Bid a completed Contractor Certification Wage Law  
17           Compliance form, provided by the Contracting Agency. Failure to return this certification  
18           as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for  
19           Award. A Contractor Certification of Wage Law Compliance form is included in the  
20           Proposal Forms.

21  
22           The Bidder shall make no stipulation on the Bid Form to qualify the bid in any manner.

23  
24           A bid by a corporation shall be executed in the corporate name, by the president or a  
25           vice president (or other corporate officer) accompanied by evidence of authority to sign).

26  
27           A bid by a partnership shall be executed in the partnership name, and signed by a  
28           partner. A copy of the partnership agreement shall be submitted with the Bid Form if any  
29           DBE requirements are to be satisfied through such an agreement.

30  
31           A bid by a joint venture shall be executed in the joint venture name and signed by a  
32           member of the joint venture. A copy of the joint venture agreement shall be submitted  
33           with the Bid Form if any DBE requirements are to be satisfied through such an  
34           agreement.

35  
36   **1-02.7 Bid Deposit**  
37   *(March 8, 2017 APWA GSP)*

38  
39   Supplement this section with the following:

40  
41   Bid bonds shall contain the following:

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

1 6. The signature of the surety's officer empowered to sign the bond and the power of  
2 attorney.  
3  
4 If so stated in the Contract Provisions, bidder must use the bond form included in the  
5 Contract Provisions.  
6

7 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.  
8

9 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**  
10 *(July 23, 2015 APWA GSP)*

11  
12 Delete this section, and replace it with the following:

13  
14 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may  
15 withdraw, revise, or supplement it if:

- 16 1. The Bidder submits a written request signed by an authorized person and  
17 physically delivers it to the place designated for receipt of Bid Proposals, and
- 18 2. The Contracting Agency receives the request before the time set for receipt of  
19 Bid Proposals, and
- 20 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting  
21 Agency before the time set for receipt of Bid Proposals.  
22

23  
24 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received  
25 before the time set for receipt of Bid Proposals, the Contracting Agency will return the  
26 unopened Proposal package to the Bidder. The Bidder must then submit the revised or  
27 supplemented package in its entirety. If the Bidder does not submit a revised or  
28 supplemented package, then its bid shall be considered withdrawn.  
29

30 Late revised or supplemented Bid Proposals or late withdrawal requests will be date  
31 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed  
32 requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.  
33

34 **Public Opening of Proposals**  
35

36 (\*\*\*\*\*)

37 ***Date of Opening Bids***

38 Sealed bids are to be received at the following location prior to the time and date specified.  
39 Bids may be delivered by mail or in person to the Office of County Commissioners located  
40 at Building I, 411 N 5<sup>th</sup> Street, Shelton, WA 98584, until 9:00 A.M. on Friday, May 3, 2024.  
41 Submitted bids will be publicly opened and read in the Commissioners Chambers,  
42 Building I, immediately thereafter. Sealed bids received after the specified opening time  
43 will not be accepted.  
44

45 **1-02.13 Irregular Proposals**  
46 *(January 4, 2024 APWA GSP)*  
47

48 Delete this section and replace it with the following:  
49

- 50 1. A Proposal will be considered irregular and will be rejected if:  
51 a. The Bidder is not prequalified when so required;

- 1 b. The Bidder adds provisions reserving the right to reject or accept the Award,
- 2 or enter into the Contract;
- 3 c. A price per unit cannot be determined from the Bid Proposal;
- 4 d. The Proposal form is not properly executed;
- 5 e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT
- 6 Form 271-015), if applicable, as required in Section 1-02.6;
- 7 f. The Bidder fails to submit or properly complete a Disadvantaged Business
- 8 Enterprise Certification (WSDOT Form 272-056), if applicable, as required in
- 9 Section 1-02.6;
- 10 g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031)
- 11 from each DBE firm listed on the Bidder's completed DBE Utilization
- 12 Certification that they are in agreement with the bidder's DBE participation
- 13 commitment, if applicable, as required in Section 1-02.6, or if the written
- 14 confirmation that is submitted fails to meet the requirements of the Special
- 15 Provisions;
- 16 h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,
- 17 as required in Section 1-02.6, or if the documentation that is submitted fails to
- 18 demonstrate that a Good Faith Effort to meet the Condition of Award in
- 19 accordance with Section 1-07.11;
- 20 i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-
- 21 054), if applicable, as required in Section 1-02.6, or if the documentation that
- 22 is submitted fails to meet the requirements of the Special Provisions;
- 23 j. The Bid Proposal does not constitute a definite and unqualified offer to meet
- 24 the material terms of the Bid invitation.
- 25
- 26 2. A Proposal may be considered irregular and may be rejected if:
- 27 a. The Proposal does not include a unit price for every Bid item;
- 28 b. Any of the unit prices are excessively unbalanced (either above or below the
- 29 amount of a reasonable Bid) to the potential detriment of the Contracting
- 30 Agency;
- 31 c. The authorized Proposal Form furnished by the Contracting Agency is not
- 32 used or is altered;
- 33 d. The completed Proposal form contains unauthorized additions, deletions,
- 34 alternate Bids, or conditions;
- 35 e. Receipt of Addenda is not acknowledged;
- 36 f. A member of a joint venture or partnership and the joint venture or
- 37 partnership submit Proposals for the same project (in such an instance, both
- 38 Bids may be rejected); or
- 39 g. If Proposal form entries are not made in ink.

41 **1-02.14 Disqualification of Bidders**

42 *(March 17, 2018 APWA GSP, Option A)*

43  
44 Delete this section and replace it with the following:

45  
46 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder  
47 responsibility criteria in RCW 39.04.350(1), as amended.

48  
49 The Contracting Agency will verify that the Bidder meets the mandatory bidder  
50 responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the  
51 Contracting Agency reserves the right to request documentation as needed from the

1 Bidder and third parties concerning the Bidder's compliance with the mandatory bidder  
2 responsibility criteria.

3  
4 If the Contracting Agency determines the Bidder does not meet the mandatory bidder  
5 responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the  
6 Contracting Agency shall notify the Bidder in writing, with the reasons for its determination.  
7 If the Bidder disagrees with this determination, it may appeal the determination within two  
8 (2) business days of the Contracting Agency's determination by presenting its appeal and  
9 any additional information to the Contracting Agency. The Contracting Agency will  
10 consider the appeal and any additional information before issuing its final determination.  
11 If the final determination affirms that the Bidder is not responsible, the Contracting Agency  
12 will not execute a contract with any other Bidder until at least two business days after the  
13 Bidder determined to be not responsible has received the Contracting Agency's final  
14 determination.

15  
16 **Award and Execution of Contract**

17  
18 **1-03.3 Execution of Contract**  
19 *(January 4, 2024 APWA GSP Option B)*

20  
21 Revise this section to read:

22  
23 Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays),  
24 the successful Bidder shall provide the information necessary to execute the Contract to  
25 the Contracting Agency. The Bidder shall send the contact information, including the full  
26 name, email address, and phone number, for the authorized signer and bonding agent to  
27 the Contracting Agency.

28  
29 Copies of the Contract Provisions, including the unsigned Form of Contract, will be  
30 available for signature by the successful bidder on the first business day following award.  
31 The number of copies to be executed by the Contractor will be determined by the  
32 Contracting Agency.

33  
34 Within ~~20~~ calendar days after the award date, the successful bidder shall return the  
35 signed Contracting Agency-prepared contract, an insurance certification as required by  
36 Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer  
37 of Coverage form for the Construction Stormwater General Permit with sections I, III, and  
38 VIII completed when provided. Before execution of the contract by the Contracting  
39 Agency, the successful bidder shall provide any pre-award information the Contracting  
40 Agency may require under Section 1-02.15.

41  
42 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting  
43 Agency nor shall any work begin within the project limits or within Contracting Agency-  
44 furnished sites. The Contractor shall bear all risks for any work begun outside such areas  
45 and for any materials ordered before the contract is executed by the Contracting Agency.

46  
47 If the bidder experiences circumstances beyond their control that prevents return of the  
48 contract documents within the calendar days after the award date stated above, the  
49 Contracting Agency may grant up to a maximum of ~~5~~ additional calendar days for  
50 return of the documents, provided the Contracting Agency deems the circumstances  
51 warrant it.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

**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 52 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).

**1-03.7 Judicial Review**  
(December 30, 2022 APWA GSP)

Revise this section to read:

All decisions made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

1  
2 **Scope of the Work**

3  
4 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**  
5 **Specifications, and Addenda**

6 *(December 30, 2022 APWA GSP)*

7  
8 Revise the second paragraph to read:

9  
10 Any inconsistency in the parts of the contract shall be resolved by following this order of  
11 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

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

19  
20 **1-04.4 Changes**

21 *(January 19, 2022 APWA GSP)*

22  
23 The first two sentences of the last paragraph of Section 1-04.4 are deleted.

24  
25 **Control of Work**

26  
27 **Working Drawings**

28  
29 The following category of Section 1-05.3 is revised as follows:

- 30  
31 3. Type 2E – Same as Type 2 Working Drawing (except the Engineer will require  
32 drawing to be submitted at the time of Bid Opening in lieu of 20 calendar days)  
33 with Engineering as described below.

34  
35 **1-05.7 Removal of Defective and Unauthorized Work**

36 *(October 1, 2005 APWA GSP)*

37  
38 Supplement this section with the following:

39  
40 If the Contractor fails to remedy defective or unauthorized work within the time specified  
41 by a written notice from the Engineer, or fails to perform any part of the work required by  
42 the Contract Documents, the Engineer may correct and remedy such work as may be  
43 identified in the written notice, with Contracting Agency forces or by such other means as  
44 the Contracting Agency may deem necessary.

45  
46 If the Contractor fails to comply with a written order to remedy what the Engineer  
47 determines to be an emergency situation, the Engineer may have the defective and  
48 unauthorized work corrected immediately, have the rejected work removed and replaced,  
49 or have work the Contractor refuses to perform completed by using Contracting Agency  
50 or other forces. An emergency situation is any situation when, in the opinion of the

1 Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk  
2 of loss or damage to the public.

3  
4 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and  
5 remedying defective or unauthorized work, or work the Contractor failed or refused to  
6 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from  
7 monies due, or to become due, the Contractor. Such direct and indirect costs shall  
8 include in particular, but without limitation, compensation for additional professional  
9 services required, and costs for repair and replacement of work of others destroyed or  
10 damaged by correction, removal, or replacement of the Contractor's unauthorized work.

11  
12 No adjustment in contract time or compensation will be allowed because of the delay in  
13 the performance of the work attributable to the exercise of the Contracting Agency's  
14 rights provided by this Section.

15  
16 The rights exercised under the provisions of this section shall not diminish the  
17 Contracting Agency's right to pursue any other avenue for adequate remedy or damages  
18 with respect to the Contractor's failure to perform the work as required.

19  
20  
21 **1-05.11 Final Inspection**

22  
23 Delete this section and replace it with the following:

24  
25 **1-05.11 Final Inspections and Operational Testing**  
26 *(October 1, 2005 APWA GSP)*

27  
28 **1-05.11(1) Substantial Completion Date**

29  
30 When the Contractor considers the work to be substantially complete, the Contractor  
31 shall so notify the Engineer and request the Engineer establish the Substantial  
32 Completion Date. The Contractor's request shall list the specific items of work that  
33 remain to be completed in order to reach physical completion. The Engineer will  
34 schedule an inspection of the work with the Contractor to determine the status of  
35 completion. The Engineer may also establish the Substantial Completion Date  
36 unilaterally.

37  
38 If, after this inspection, the Engineer concurs with the Contractor that the work is  
39 substantially complete and ready for its intended use, the Engineer, by written notice to  
40 the Contractor, will set the Substantial Completion Date. If, after this inspection the  
41 Engineer does not consider the work substantially complete and ready for its intended  
42 use, the Engineer will, by written notice, so notify the Contractor giving the reasons  
43 therefor.

44  
45 Upon receipt of written notice concurring in or denying substantial completion, whichever  
46 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized  
47 interruption, the work necessary to reach Substantial and Physical Completion. The  
48 Contractor shall provide the Engineer with a revised schedule indicating when the  
49 Contractor expects to reach substantial and physical completion of the work.  
50



1 The above process shall be repeated until the Engineer establishes the Substantial  
2 Completion Date and the Contractor considers the work physically complete and ready for  
3 final inspection.  
4

5 **1-05.11(2) Final Inspection and Physical Completion Date**  
6

7 When the Contractor considers the work physically complete and ready for final  
8 inspection, the Contractor by written notice, shall request the Engineer to schedule a  
9 final inspection. The Engineer will set a date for final inspection. The Engineer and the  
10 Contractor will then make a final inspection and the Engineer will notify the Contractor in  
11 writing of all particulars in which the final inspection reveals the work incomplete or  
12 unacceptable. The Contractor shall immediately take such corrective measures as are  
13 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,  
14 diligently, and without interruption until physical completion of the listed deficiencies. This  
15 process will continue until the Engineer is satisfied the listed deficiencies have been  
16 corrected.  
17

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

22 The Contractor will not be allowed an extension of contract time because of a delay in  
23 the performance of the work attributable to the exercise of the Engineer's right  
24 hereunder.  
25

26 Upon correction of all deficiencies, the Engineer will notify the Contractor and the  
27 Contracting Agency, in writing, of the date upon which the work was considered physically  
28 complete. That date shall constitute the Physical Completion Date of the contract, but shall  
29 not imply acceptance of the work or that all the obligations of the Contractor under the  
30 contract have been fulfilled.  
31

32 **1-05.11(3) Operational Testing**  
33

34 It is the intent of the Contracting Agency to have at the Physical Completion Date a  
35 complete and operable system. Therefore when the work involves the installation of  
36 machinery or other mechanical equipment; street lighting, electrical distribution or signal  
37 systems; irrigation systems; buildings; or other similar work it may be desirable for the  
38 Engineer to have the Contractor operate and test the work for a period of time after final  
39 inspection but prior to the physical completion date. Whenever items of work are listed in  
40 the Contract Provisions for operational testing they shall be fully tested under operating  
41 conditions for the time period specified to ensure their acceptability prior to the Physical  
42 Completion Date. During and following the test period, the Contractor shall correct any  
43 items of workmanship, materials, or equipment which prove faulty, or that are not in first  
44 class operating condition. Equipment, electrical controls, meters, or other devices and  
45 equipment to be tested during this period shall be tested under the observation of the  
46 Engineer, so that the Engineer may determine their suitability for the purpose for which  
47 they were installed. The Physical Completion Date cannot be established until testing  
48 and corrections have been completed to the satisfaction of the Engineer.  
49

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

1  
2 Operational and test periods, when required by the Engineer, shall not affect a  
3 manufacturer's guaranties or warranties furnished under the terms of the contract.  
4  
5

6 **1-05.13 Superintendents, Labor and Equipment of Contractor**  
7 *(August 14, 2013 APWA GSP)*  
8

9 Delete the sixth and seventh paragraphs of this section.  
10

11 **1-05.15 Method of Serving Notices**  
12 *(January 4, 2024 APWA GSP)*  
13

14 Revise the second paragraph to read:  
15

16 All correspondence from the Contractor shall be served and directed to the Engineer.  
17 All correspondence from the Contractor constituting any notification, notice of protest,  
18 notice of dispute, or other correspondence constituting notification required to be  
19 furnished under the Contract, must be written in paper format, hand delivered or sent  
20 via certified mail delivery service with return receipt requested to the Engineer's  
21 office. Electronic copies such as e-mails or electronically delivered copies of  
22 correspondence will not constitute such notice and will not comply with the  
23 requirements of the Contract.  
24

25 Add the following new section:  
26

27 **1-05.16 Water and Power**  
28 *(October 1, 2005 APWA GSP)*  
29

30 The Contractor shall make necessary arrangements, and shall bear the costs for power  
31 and water necessary for the performance of the work, unless the contract includes power  
32 and water as a pay item.  
33

34 **Control of Material**  
35

36 Section 1-06 is supplemented with the following:  
37

38 ***Build America/Buy America***  
39

40 *(December 20, 2023)*  
41

42 ***General Requirements***

43 In accordance with Buy America Preferences for Infrastructure Projects requirements  
44 contained in 2 CFR 184 and Division G, Title IX - Build America, Buy America Act (BABA),  
45 of Public Law 117-58 (Infrastructure Investment and Jobs Act), the following materials  
46 must be American-made:

- 47 1. All steel and iron used in the project are produced in the United States. This  
48 means all manufacturing processes, from the initial melting stage through the  
49 application of coatings, occurred in the United States.  
50  
51 2. All manufactured products used in the project are produced in the United States.  
52 This means the manufactured product was manufactured in the United States,

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52

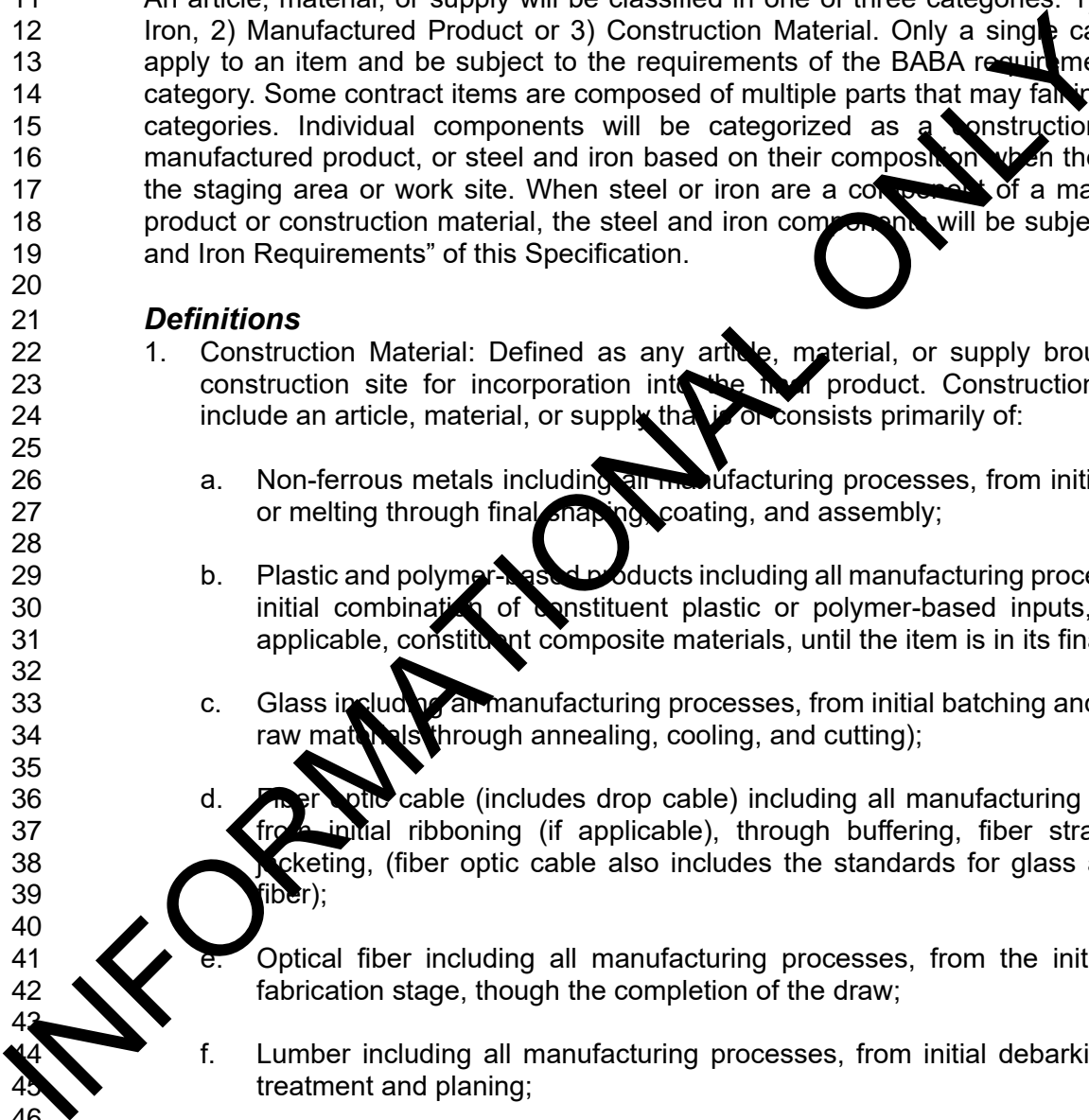
and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

An article, material, or supply will be classified in one of three categories: 1) Steel and Iron, 2) Manufactured Product or 3) Construction Material. Only a single category will apply to an item and be subject to the requirements of the BABA requirements of that category. Some contract items are composed of multiple parts that may fall into different categories. Individual components will be categorized as a construction material, manufactured product, or steel and iron based on their composition when they arrive at the staging area or work site. When steel or iron are a component of a manufactured product or construction material, the steel and iron components will be subject to "Steel and Iron Requirements" of this Specification.

**Definitions**

1. Construction Material: Defined as any article, material, or supply brought to the construction site for incorporation into the final product. Construction materials include an article, material, or supply that is or consists primarily of:
  - a. Non-ferrous metals including all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly;
  - b. Plastic and polymer-based products including all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form);
  - c. Glass including all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting);
  - d. Fiber optic cable (includes drop cable) including all manufacturing processes, from initial ribboning (if applicable), through buffering, fiber stranding and jacketing, (fiber optic cable also includes the standards for glass and optical fiber);
  - e. Optical fiber including all manufacturing processes, from the initial preform fabrication stage, through the completion of the draw;
  - f. Lumber including all manufacturing processes, from initial debarking through treatment and planing;
  - g. Drywall including all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels; or
  - h. Engineered wood including all manufacturing processes from the initial combination of constituent materials until the wood product is in its final form.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

Construction Materials do not include items of primarily iron or steel; manufactured products; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

If a Construction Material is not manufactured in the United States it shall be considered a Foreign Construction Material.

2. **Manufactured Product:** A Manufactured product includes any item produced as a result of the manufacturing process. Items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.
3. **Manufactured in the United States:** A construction material will be considered as manufactured in the United States if all manufacturing processes have occurred in the United States.
4. **Structural Steel:** Defined as all structural steel products included in the project.
5. **United States:** To further define the coverage a domestic product is a manufactured steel construction material that was produced in one of the 50 states, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

**Steel and Iron Requirements**

Major quantities of steel and iron construction materials that are permanently incorporated into the project shall consist of American-made materials only. BABA requirements do not apply to temporary steel or iron items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and false work.

Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract cost or \$2,500.00, whichever is greater.

American-made material is defined as material having all manufacturing processes occurring domestically.

If domestically produced steel billets or iron ingots are exported outside of the area of coverage, as defined above, for any manufacturing process then the resulting product does not conform to the BABA requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the BABA requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.

Manufacturing begins with the initial melting and mixing and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.

Due to a nationwide waiver, BABA requirements do not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron ore processed, pelletized, and reduced iron ore.

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:
  - a. Open hearth furnace.
  - b. Basic oxygen.
  - c. Electric furnace.
  - d. Direct reduction.
2. Rolling, heat treating, and any other similar processing.
3. Fabrication of the products:
  - a. Spinning wire into cable or strand.
  - b. Corrugating and rolling into sheets.
  - c. Shop fabrication.

A certification of materials origin will be required for all items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The Contractor will not receive payment until the certification is received by the Engineer. The certification shall be on WSDOT Form 350-109 provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as WSDOT Form 350-109.

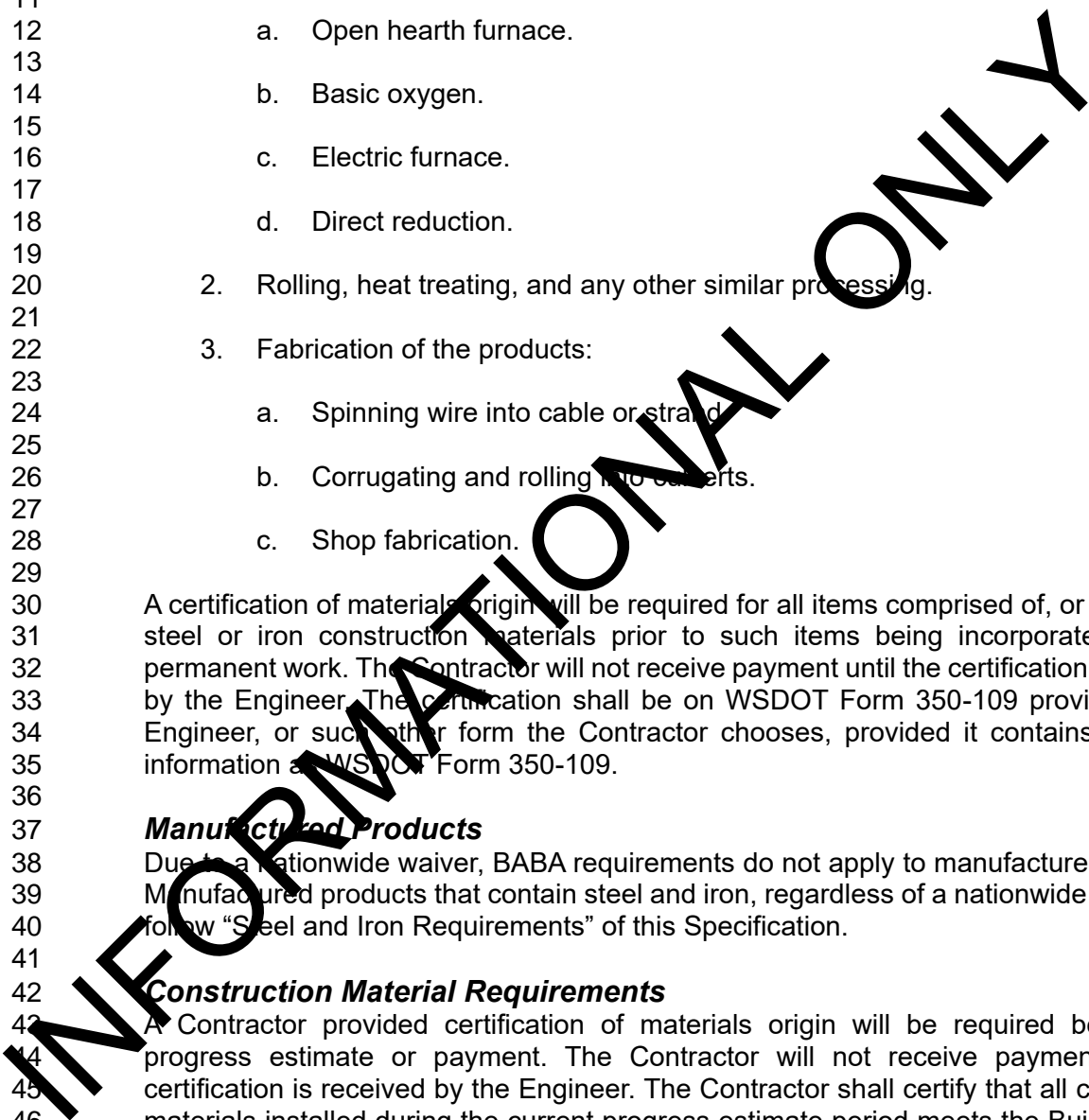
**Manufactured Products**

Due to a nationwide waiver, BABA requirements do not apply to manufactured products. Manufactured products that contain steel and iron, regardless of a nationwide waiver, will follow "Steel and Iron Requirements" of this Specification.

**Construction Material Requirements**

A Contractor provided certification of materials origin will be required before each progress estimate or payment. The Contractor will not receive payment until the certification is received by the Engineer. The Contractor shall certify that all construction materials installed during the current progress estimate period meets the Build America, Buy America Act. The certification shall be on WSDOT Form 350-111 provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as WSDOT Form 350-111.

**Waiver for De Minimis Costs**



1 Minor amounts of Foreign Construction Materials may be utilized in this project, provided  
2 that the total cost of the Foreign Construction Materials does not exceed \$1,000,000 and  
3 does not exceed 5 percent of the total applicable material costs calculated as follows:  
4

$$\frac{\text{Total cost of Foreign Construction Materials}}{\text{Total applicable material costs}} < 0.05$$

6  
7 The total applicable material costs shall be the sum of the costs all Construction Materials,  
8 all Steel and Iron, and all Manufactured Products. Total applicable material costs does  
9 not include the cost of cement and cementitious materials; aggregates such as stone,  
10 sand, or gravel; or aggregate binding agents or additives.

11  
12 Steel and iron materials shall follow the "Steel and Iron Requirements" of this  
13 Specification.

14  
15 **Owners Manuals and Operating Instructions**

16  
17 Section 1-06.5 is replaced with the following new paragraph:

18  
19 The Supplier shall provide to the Engineer the manufacturer's installation and lifting  
20 instructions for the culvert as described on the Proposal, and manufacturer cut sheets.

21  
22 **Legal Relations and Responsibilities to the Public**

23  
24 **1-07.1 Laws to be Observed**  
25 *(October 1, 2005 APWA GSP)*

26  
27 Supplement this section with the following:

28  
29 In cases of conflict between different safety regulations, the more stringent regulation  
30 shall apply.

31  
32 The Washington State Department of Labor and Industries shall be the sole and  
33 paramount administrative agency responsible for the administration of the provisions of  
34 the Washington Industrial Safety and Health Act of 1973 (WISHA).

35  
36 The Contractor shall maintain at the project site office, or other well known place at the  
37 project site, all articles necessary for providing first aid to the injured. The Contractor  
38 shall establish, publish, and make known to all employees, procedures for ensuring  
39 immediate removal to a hospital, or doctor's care, persons, including employees, who  
40 may have been injured on the project site. Employees should not be permitted to work  
41 on the project site before the Contractor has established and made known procedures  
42 for removal of injured persons to a hospital or a doctor's care.

43  
44 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of  
45 the Contractor's plant, appliances, and methods, and for any damage or injury resulting  
46 from their failure, or improper maintenance, use, or operation. The Contractor shall be  
47 solely and completely responsible for the conditions of the project site, including safety  
48 for all persons and property in the performance of the work. This requirement shall apply  
49 continuously, and not be limited to normal working hours. The required or implied duty of  
50 the Engineer to conduct construction review of the Contractor's performance does not,

1 and shall not, be intended to include review and adequacy of the Contractor's safety  
2 measures in, on, or near the project site.

3  
4  
5 **1-07.2 State Taxes**

6  
7 Delete this section, including its sub-sections, in its entirety and replace it with the following:

8  
9 **1-07.2 State Sales Tax**  
10 *(June 27, 2011 APWA GSP)*

11  
12 The Washington State Department of Revenue has issued special rules on the State  
13 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify these rules. The  
14 Contractor should contact the Washington State Department of Revenue for answers to  
15 questions in this area. The Contracting Agency will not adjust its payment if the  
16 Contractor bases a bid on a misunderstood tax liability.

17  
18 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other  
19 contract amounts. In some cases, however, state retail sales tax will not be included.  
20 Section 1-07.2(2) describes this exception.

21  
22 The Contracting Agency will pay the retained percentage (or release the Contract Bond if  
23 a FHWA-funded Project) only if the Contractor has obtained from the Washington State  
24 Department of Revenue a certificate showing that all contract-related taxes have been  
25 paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the  
26 Contractor any amount the Contractor may owe the Washington State Department of  
27 Revenue, whether the amount owed relates to this contract or not. Any amount so  
28 deducted will be paid into the proper State fund.

29  
30 **1-07.2(1) State Sales Tax — Rule 171**

31  
32 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,  
33 roads, etc., which are owned by a municipal corporation, or political subdivision of the  
34 state, or by the United States, and which are used primarily for foot or vehicular traffic.  
35 This includes storm or combined sewer systems within and included as a part of the  
36 street or road drainage system and power lines when such are part of the roadway  
37 lighting system. For work performed in such cases, the Contractor shall include  
38 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract  
39 amounts, including those that the Contractor pays on the purchase of the materials,  
40 equipment, or supplies used or consumed in doing the work.

41  
42 **1-07.2(2) State Sales Tax — Rule 170**

43  
44 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or  
45 existing buildings, or other structures, upon real property. This includes, but is not  
46 limited to, the construction of streets, roads, highways, etc., owned by the state of  
47 Washington; water mains and their appurtenances; sanitary sewers and sewage  
48 disposal systems unless such sewers and disposal systems are within, and a part of, a  
49 street or road drainage system; telephone, telegraph, electrical power distribution lines,  
50 or other conduits or lines in or above streets or roads, unless such power lines become a  
51 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  
2 becomes a part of the realty by virtue of installation.  
3

4 For work performed in such cases, the Contractor shall collect from the Contracting  
5 Agency, retail sales tax on the full contract price. The Contracting Agency will  
6 automatically add this sales tax to each payment to the Contractor. For this reason, the  
7 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other  
8 contract amount subject to Rule 170, with the following exception.  
9

10 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor  
11 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or  
12 consumable supplies not integrated into the project. Such sales taxes shall be included  
13 in the unit bid item prices 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  
18 contract wholly for professional or other services (as defined in Washington State  
19 Department of Revenue Rules 138 and 244).  
20

21 **Load Limits**  
22

23 Section 1-07.7 is supplemented with the following:  
24

25 (March 13, 1995)

26 If the sources of materials provided by the Contractor necessitates hauling over roads  
27 other than State Highways, the Contractor shall, at the Contractor's expense, make all  
28 arrangements for the use of the haul routes.  
29

30 **Wages**  
31

32 **General**  
33

34 Section 1-07.9(1) is supplemented with the following:  
35

36 (January 16, 2024)

37 The Federal wage rates incorporated in this contract have been established by the  
38 Secretary of Labor under United States Department of Labor General Decision No.  
39 WA20240001.  
40

41 The State rates incorporated in this contract are applicable to all construction  
42 activities associated with this contract.  
43

44 **1-07.9(5)A Required Documents**  
45

46 (*December 30, 2022 APWA GSP*)  
47

48 This section is revised to read as follows:  
49

50 All Statements of Intent to Pay Prevailing Wages, Affidavits of Wages Paid and Certified  
51 Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be  
52 submitted to the Engineer and to the State L&I online Prevailing Wage Intent & Affidavit  
(PWIA) system.



1  
2 **Federal Agency Inspection**

3  
4 Section 1-07.12 is supplemented with the following:

5  
6 **(October 3, 2023)**

7 **Required Federal Aid Provisions**

8 The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273)  
9 Revised October 23, 2023 and the amendments thereto supersede any conflicting  
10 provisions of the Standard Specifications and are made a part of this Contract; provided,  
11 however, that if any of the provisions of FHWA 1273, as amended, are less restrictive  
12 than Washington State Law, then the Washington State Law shall prevail.

13  
14 The provisions of FHWA 1273, as amended, included in this Contract require that the  
15 Contractor insert the FHWA 1273 and amendments thereto in each subcontract, together  
16 with the wage rates which are part of the FHWA 1273, as amended. Also, a clause shall  
17 be included in each subcontract requiring the subcontractors to insert the FHWA 1273  
18 and amendments thereto in any lower tier subcontracts, together with the wage rates.  
19 The Contractor shall also ensure that this section, REQUIRED FEDERAL AID  
20 PROVISIONS, is inserted in each subcontract for subcontractors and lower tier  
21 subcontractors. For this purpose, upon request to the Engineer, the Contractor will be  
22 provided with extra copies of the FHWA 1273, the amendments thereto, the applicable  
23 wage rates, and this Special Provision.

24  
25 **1-07.18 Public Liability and Property Damage Insurance**

26  
27 Delete this section in its entirety, and replace it with the following:

28  
29 **1-07.18 Insurance**

30 *(January 4, 2024 APWA GSP)*

31  
32 **1-07.18(1) General Requirements**

33 A. The Contractor shall procure and maintain the insurance described in all subsections of  
34 section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best  
35 rating of not less than A-: VII and licensed to do business in the State of Washington.  
36 The Contracting Agency reserves the right to approve or reject the insurance provided,  
37 based on the insurer's financial condition.

38  
39 B. The Contractor shall keep this insurance in force without interruption from the  
40 commencement of the Contractor's Work through the term of the Contract and for thirty  
41 (30) days after the Physical Completion date, unless otherwise indicated below.

42  
43 C. If any insurance policy is written on a claims-made form, its retroactive date, and that of  
44 all subsequent renewals, shall be no later than the effective date of this Contract. The  
45 policy shall state that coverage is claims made and state the retroactive date. Claims-  
46 made form coverage shall be maintained by the Contractor for a minimum of 36 months  
47 following the Completion Date or earlier termination of this Contract, and the Contractor  
48 shall annually provide the Contracting Agency with proof of renewal. If renewal of the  
49 claims made form of coverage becomes unavailable, or economically prohibitive, the  
50 Contractor shall purchase an extended reporting period ("tail") or execute another form of  
51 guarantee acceptable to the Contracting Agency to assure financial responsibility for  
52 liability for services performed.

- 1  
2 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or  
3 Umbrella Liability insurance policies shall be primary and non-contributory insurance as  
4 respects the Contracting Agency's insurance, self-insurance, or self-insured pool  
5 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the  
6 Contracting Agency shall be excess of the Contractor's insurance and shall not contribute  
7 with it.  
8  
9 E. The Contractor shall provide the Contracting Agency and all additional insureds with  
10 written notice of any policy cancellation, within two business days of their receipt of such  
11 notice.  
12  
13 F. The Contractor shall not begin work under the Contract until the required insurance has  
14 been obtained and approved by the Contracting Agency  
15  
16 G. Failure on the part of the Contractor to maintain the insurance as required shall  
17 constitute a material breach of contract, upon which the Contracting Agency may, after  
18 giving five business days' notice to the Contractor to correct the breach, immediately  
19 terminate the Contract or, at its discretion, procure or renew such insurance and pay any  
20 and all premiums in connection therewith, with any sums so expended to be repaid to the  
21 Contracting Agency on demand, or at the sole discretion of the Contracting Agency,  
22 offset against funds due the Contractor from the Contracting Agency.  
23  
24 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices  
25 of the Contract and no additional payment will be made.  
26  
27 I. Under no circumstances shall a wrap up policy be obtained, for either initiating or  
28 maintaining coverage, to satisfy insurance requirements for any policy required under  
29 this Section. A "wrap up policy" is defined as an insurance agreement or arrangement  
30 under which all the parties working on a specified or designated project are insured  
31 under one policy for liability arising out of that specified or designated project.  
32

33 **1-07.18(2) Additional Insured**

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

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

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

44  
45 For Commercial General Liability insurance coverage, the required additional insured  
46 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing  
47 operations and CG 20 37 10 01 for completed operations.  
48

49 **1-07.18(3) Subcontractors**

50 The Contractor shall cause each subcontractor of every tier to provide insurance coverage  
51 that complies with all applicable requirements of the Contractor-provided insurance as set

1 forth herein, except the Contractor shall have sole responsibility for determining the limits of  
2 coverage required to be obtained by subcontractors.

3  
4 The Contractor shall ensure that all subcontractors of every tier add all entities listed in  
5 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by  
6 that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20  
7 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

8  
9 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting  
10 Agency evidence of insurance and copies of the additional insured endorsements of each  
11 subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

12  
13 **1-07.18(4) Verification of Coverage**

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

20  
21 Verification of coverage shall include:

- 22 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.  
23 2. Copies of all endorsements naming Contracting Agency and all other entities listed in  
24 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may  
25 submit a copy of any blanket additional insured clause from its policies instead of a  
26 separate endorsement.  
27 3. Any other amendatory endorsements to show the coverage required herein.  
28 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy  
29 these requirements – actual endorsements must be submitted.

30  
31 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting  
32 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is  
33 required on this Project, a full and certified copy of that policy is required when the  
34 Contractor delivers the signed Contract for the work.

35  
36 **1-07.18(5) Coverages and Limits**

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

42  
43 All deductibles and self-insured retentions must be disclosed and are subject to approval by  
44 the Contracting Agency. The cost of any claim payments falling within the deductible or self-  
45 insured retention shall be the responsibility of the Contractor. In the event an additional  
46 insured incurs a liability subject to any policy's deductibles or self-insured retention, said  
47 deductibles or self-insured retention shall be the responsibility of the Contractor.

48  
49 **1-07.18(5)A Commercial General Liability**

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

7  
8 The Commercial General Liability insurance shall be endorsed to provide a per project  
9 general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

10  
11 Contractor shall maintain Commercial General Liability Insurance arising out of the  
12 Contractor's completed operations for at least three years following Substantial Completion  
13 of the Work.

14  
15 Such policy must provide the following minimum limits:

|    |             |   |
|----|-------------|---|
| 16 | \$2,000,000 | Each Occurrence                               |
| 17 | \$3,000,000 | General Aggregate                             |
| 18 | \$3,000,000 | Products & Completed Operations Aggregate     |
| 19 | \$2,000,000 | Personal & Advertising Injury each offence    |
| 20 | \$2,000,000 | Stop Gap / Employers' Liability each accident |

21  
22 **1-07.18(5)B Automobile Liability**

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

27  
28 Such policy must provide the following minimum limit:

|    |             |                                     |
|----|-------------|-------------------------------------|
| 29 | \$1,000,000 | Combined single limit each accident |
|----|-------------|-------------------------------------|

30  
31 **1-07.18(5)C Workers' Compensation**

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

34  
35 **Prosecution and Progress**

36  
37 **1-08 PROSECUTION AND PROGRESS**

38  
39 Add the following new section:

40  
41 **1-08.0 Preliminary Matters**  
42 (May 25, 2006 APWA GSP)

43  
44 Add the following new section:

45  
46 **1-08.0(1) Preconstruction Conference**  
47 (October 10, 2008 APWA GSP)

- 1 Prior to the Contractor beginning the work, a preconstruction conference will be held  
2 between the Contractor, the Engineer and such other interested parties as may be  
3 invited. The purpose of the preconstruction conference will be:
- 4 1. To review the initial progress schedule;
  - 5 2. To establish a working understanding among the various parties associated or  
6 affected by the work;
  - 7 3. To establish and review procedures for progress payment, notifications, approvals,  
8 submittals, etc.;
  - 9 4. To establish normal working hours for the work;
  - 10 5. To review safety standards and traffic control; and
  - 11 6. To discuss such other related items as may be pertinent to the work.

- 12  
13 The Contractor shall prepare and submit at the preconstruction conference the following:
- 14 1. A breakdown of all lump sum items;
  - 15 2. A preliminary schedule of working drawing submittals; and
  - 16 3. A list of material sources for approval if applicable.

17  
18 **1-08.1 Subcontracting**  
19 *(December 30, 2022 APWA GSP, Option A)*

20  
21 Section 1-08.1 is supplemented with the following:

22  
23 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor  
24 shall submit to the Engineer a certification (WSDOT Form 420-004) that a written  
25 agreement between the Contractor and the subcontractor or between the subcontractor  
26 and any lower tier subcontractor has been executed. This certification shall also  
27 guarantee that these subcontract agreements include all the documents required by the  
28 Special Provision Federal Agency Inspection.

29  
30 A subcontractor or lower tier subcontractor will not be permitted to perform any work  
31 under the contract until the following documents have been completed and submitted to  
32 the Engineer:

- 33  
34 1. Request to Sublet Work (WSDOT Form 421-012), and
- 35  
36 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-  
37 aid Projects (WSDOT Form 420-004).

38  
39 The Contractor shall submit to the Engineer a completed Monthly Retainage Report  
40 (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress  
41 payment until every subcontractor and lower tier subcontractor's retainage has been  
42 released.

43  
44 The Contractor's records pertaining to the requirements of this Special Provision shall be  
45 open to inspection or audit by representatives of the Contracting Agency during the life of  
46 the contract and for a period of not less than three years after the date of acceptance of  
47 the contract. The Contractor shall retain these records for that period. The Contractor  
48 shall also guarantee that these records of all subcontractors and lower tier

1 subcontractors shall be available and open to similar inspection or audit for the same  
2 time period.

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14

**Payments to Subcontractors and Lower-Tier Subcontractors**

**Subcontractor Retainage**

The first sentence in the last paragraph of Section 1-08.1(7)C is revised to read:

(February 13, 2024)

If the Contractor fails to comply with the requirements of this Section and the first-tier subcontractor's retainage or retainage bond is wrongfully withheld, the Contractor will be subject to the actions described in Section 1-08.1(10).

**Time for Completion**

15  
16

Section 1-08.5 is replaced with the following:

17  
18

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

All Type 2E Working Drawings and Submittals are due at the time of Bid Opening.

19  
20  
21  
22  
23  
24  
25  
26

The culvert material, aluminum headwall, and prefabricated footings shall be delivered on or before 9am on Thursday August 1<sup>st</sup>, 2024. Supplier shall notify Jeremy Seymour, Mason County Road Maintenance Manager at (360) 490-2518 a minimum of 48 hours prior to delivery and coordination stockpile location.

27  
28  
29  
30

The culvert material, aluminum headwall, and prefabricated footings shall be delivered to:  
100 West Public Works Drive  
Shelton, WA 98584

**1-08.9 Liquidated Damages**

31  
32

(March 3, 2021 APWA CSR Option A)

33  
34

Replace Section 1-08.9 with the following:

35  
36  
37  
38  
39

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

40  
41

Accordingly, the Contractor agrees:

42  
43  
44  
45  
46  
47  
48  
49

1. To pay liquidated damages in the amount of \*\*\* \$1,500.00\$\$ \*\*\* for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

50  
51

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The

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

9  
10 Liquidated damages will not be assessed for any days for which an extension of time is  
11 granted. No deduction or payment of liquidated damages will, in any degree, release the  
12 Contractor from further obligations and liabilities to complete the entire Contract.

## 13 14 **Measurement and Payment**

### 15 16 **1-09.6 Force Account**

17 *(December 30, 2022 APWA GSP)*

18  
19 Supplement this section with the following:

20  
21 The Contracting Agency has estimated and included in the Proposal, dollar amounts for  
22 all items to be paid per force account, only to provide a common proposal for Bidders. All  
23 such dollar amounts are to become a part of Contractor's total bid. However, the  
24 Contracting Agency does not warrant express or by implication, that the actual amount  
25 of work will correspond with those estimates. Payment will be made on the basis of the  
26 amount of work actually authorized by the Engineer.

## 27 28 **Payments**

### 29 30 **1-09.9 Payments**

31 *(December 30, 2022 APWA GSP)*

32  
33 Section 1-09.9 is revised to read:

34  
35 The basis of payment will be the actual quantities of Work performed according to the  
36 Contract as specified for payment.

37  
38 The Contractor shall submit a breakdown of the cost of lump sum bid items at the  
39 Preconstruction Conference, to enable the Project Engineer to determine the Work  
40 performed on a monthly basis. A breakdown is not required for lump sum items that  
41 include a basis for incremental payments as part of the respective Specification. Absent  
42 a lump sum breakdown, the Project Engineer will make a determination based on  
43 information available. The Project Engineer's determination of the cost of work shall be  
44 final.

45  
46 Progress payments for completed work and material on hand will be based upon  
47 progress estimates prepared by the Engineer. A progress estimate cutoff date will be  
48 established at the preconstruction conference.

1 The initial progress estimate will be made not later than 30 days after the Contractor  
2 commences the work, and successive progress estimates will be made every month  
3 thereafter until the Completion Date. Progress estimates made during progress of the  
4 work are tentative, and made only for the purpose of determining progress payments.  
5 The progress estimates are subject to change at any time prior to the calculation of the  
6 final payment.  
7

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

- 9 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of  
10 work completed multiplied by the unit price.
- 11 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum  
12 breakdown for that item, or absent such a breakdown, based on the Engineer's  
13 determination.
- 14 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site  
15 or other storage area approved by the Engineer.
- 16 4. Change Orders — entitlement for approved extra cost of completed extra work as  
17 determined by the Engineer.  
18

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

- 20 1. Retainage per Section 1-09.9(1), on non FFWA-funded projects;
- 21 2. The amount of progress payments previously made; and
- 22 3. Funds withheld by the Contracting Agency for disbursement in accordance with the  
23 Contract Documents.  
24

25 Progress payments for work performed shall not be evidence of acceptable performance  
26 or an admission by the Contracting Agency that any work has been satisfactorily  
27 completed. The determination of payments under the contract will be final in accordance  
28 with Section 1-05.1.  
29

30 Failure to perform obligations under the Contract by the Contractor may be decreed by the  
31 Contracting Agency to be adequate reason for withholding any payments until compliance  
32 is achieved.  
33

34 Upon completion of all Work and after final inspection (Section 1-05.11), the amount due  
35 the Contractor under the Contract will be paid based upon the final estimate made by the  
36 Engineer, and presentation of a Final Contract Voucher Certification to be signed by the  
37 Contractor. The Contractor's signature on such voucher shall be deemed a release of all  
38 claims of the Contractor unless a Certified Claim is filed in accordance with the  
39 requirements of Section 1-09.11 and is expressly excepted from the Contractor's  
40 certification on the Final Contract Voucher Certification. The date the Contracting Agency  
41 signs the Final Contract Voucher Certification constitutes the final acceptance date  
42 (Section 1-05.12).  
43

44 If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher  
45 Certification or any other documentation required for completion and final acceptance of  
46 the Contract, the Contracting Agency reserves the right to establish a Completion Date (for  
47 the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the  
48 Contract. Unilateral final acceptance will occur only after the Contractor has been provided  
49 the opportunity, by written request from the Engineer, to voluntarily submit such



1 documents. If voluntary compliance is not achieved, formal notification of the impending  
2 establishment of a Completion Date and unilateral final acceptance will be provided by  
3 email with delivery confirmation from the Contracting Agency to the Contractor, which will  
4 provide 30 calendar days for the Contractor to submit the necessary documents. The 30  
5 calendar day period will begin on the date the email with delivery confirmation is received  
6 by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract  
7 Voucher Certification shall constitute the Completion Date and the final acceptance date  
8 (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the  
9 Contract will apply to Contracts that are Physically Completed in accordance with Section  
10 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral  
11 final acceptance of the Contract by the Contracting Agency does not in any way relieve  
12 the Contractor of their responsibility to comply with all Federal, State, tribal or local laws,  
13 ordinances, and regulations that affect the Work under the Contract.

14  
15 Payment to the Contractor of partial estimates, final estimates, and retained percentages  
16 shall be subject to controlling laws.

17  
18 **Retainage**

19  
20 Section 1-09.9(1) content and title is deleted and replaced with the following:

21  
22 **(June 27, 2011)**  
23 **Vacant**

24  
25 **1-09.11(3) Time Limitation and Jurisdiction**  
26 *(December 30, 2022 APWA GSP)*

27  
28 Revise this section to read:

29  
30 For the convenience of the parties to the Contract it is mutually agreed by the parties that  
31 all claims or causes of action which the Contractor has against the Contracting Agency  
32 arising from the Contract shall be brought within 180 calendar days from the date of final  
33 acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further  
34 agreed that all such claims or causes of action shall be brought only in the Superior Court  
35 of the county where the Contracting Agency headquarters is located, provided that where  
36 an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.  
37 The parties understand and agree that the Contractor's failure to bring suit within the time  
38 period provided, shall be a complete bar to all such claims or causes of action. It is further  
39 mutually agreed by the parties that when claims or causes of action which the Contractor  
40 asserts against the Contracting Agency arising from the Contract are filed with the  
41 Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency  
42 to have timely access to all records deemed necessary by the Contracting Agency to assist  
43 in evaluating the claims or action.

44  
45 **1-09.13(3)A Arbitration General**  
46 *(January 19, 2022 APWA GSP)*

47  
48 Revise the third paragraph to read:

49  
50 The Contracting Agency and the Contractor mutually agree to be bound by the decision of  
51 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in  
52 the Superior Court of the county in which the Contracting Agency's headquarters is

1 located, provided that where claims subject to arbitration are asserted against a county,  
2 RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of  
3 the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall  
4 use the Contract as a basis for decisions.  
5

6 **1-09.13(4) Venue for Litigation**  
7 *(December 30, 2022 APWA GSP)*  
8

9 Revise this section to read:

10  
11 Litigation shall be brought in the Superior Court of the county in which the Contracting  
12 Agency's headquarters is located, provided that where claims are asserted against a  
13 county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is  
14 mutually agreed by the parties that when litigation occurs, the Contractor shall permit the  
15 Contracting Agency to have timely access to all records deemed necessary by the  
16 Contracting Agency to assist in evaluating the claims or action.  
17

18 **Division 6**  
19 **Structures**

20  
21 **Buried Structures**

22  
23 **Construction Requirements**

24  
25 ***Design***

26  
27 **Contractor Supplied Design**

28  
29 Section 6-20.3(1)A1 is supplemented with the following:

30  
31 (\*\*\*\*\*)  
32 The Supplier shall submit all shop drawings with Bid Proposal documents.  
33

34 **General Design Criteria**

35  
36 Section 6-20.3(1)C is supplemented with the following:

37  
38 (\*\*\*\*\*)  
39 The Aluminum Box Culvert shall be 50 feet long. It shall have nominal span and rise  
40 dimensions of 32'-8" span x 12' rise. It shall be 0.125" thick. It shall have an aluminum  
41 headwall and prefabricated metal footings with reinforcing bar installed. The  
42 allowable ground bearing capacity is 6000 PSF. The minimum coverage required is  
43 5.35'. The Design Live Load is required to meet HL-93. Load ratings must be  
44 provided in accordance with most current WSDOT Bridge Design Manual. The  
45 structure shall conform to the requirements of AASHTO M 219 and ASTM B746.  
46 Assembly hardware, bolts and nuts shall meet ASTM A307 or ASTM A449.  
47

48 **Manufacturer's Installation Instructions**

49  
50 Section 6-20.3(2)D is supplemented with the following:

51  
52 (\*\*\*\*\*)

1 The Supplier shall provide an onsite assembly and backfill preconstruction meeting  
2 prior to installation in addition to complete layout drawings and installation  
3 instructions in PDF format.  
4

5 **Division 7**  
6 **Drainage Structures, Storm Sewers, Sanitary**  
7 **Sewers, Water Mains, and Conduits**  
8

9 **Culverts**

10  
11 **Measurement**

12 Section 7-02.4 is supplemented with the following:  
13

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

15 Measurement for "32'-8" x 12' Aluminum Box Culvert with Aluminum Headwall, and (2)  
16 prefabricated metal footings with reinforcing bar installed" shall include the linear  
17 footage of the material measured along the invert including all associated hardware for  
18 assembly, fees, costs, manufacturer's assembly/lifting instructions, prefabricated metal  
19 footings, headwall, picking inserts and hardware, picking instructions, shop drawings,  
20 design calculations, manufacture cut-sheets and delivery to specified location (100  
21 West Public Works Drive, Shelton, WA 98584). Offloading of culvert at the project  
22 location shall be performed by a separate contract with the County.  
23

24 **Payment**

25 Section 7-02.5 is supplemented with the following:  
26

27 (\*\*\*\*\*)

28 "32'-8" x 12' Aluminum Box Culvert with Concrete Footings and Aluminum Headwall,  
29 50-foot length", per lump sum.  
30

31 State Sales Tax shall not be included in the Unit Bid Price.  
32

33 Vendor shall bill the County as products are delivered. The County shall make payment  
34 according to its customary payment schedule.  
35  
36

37 **BID CONSIDERATION:** The Board of County Commissioners and County Engineer reserve  
38 the right to accept or reject bids on each item separately or as a whole, to reject any and all  
39 bids; to waive informalities and minor irregularities in the bids; and to contract as to the best  
40 interest of Mason County.  
41

42 In making the award(s), consideration will be given to factors of price quoted; quality of  
43 product; the ability of the bidder to render satisfactory service; the bidder's previous record of  
44 performance and service; and the bidder's ability to have a representative available to consult  
45 with the County regarding the use or uses of the culvert materials (including precast footings).  
46

47 **SALE OF ADDITIONAL QUANTITIES:** In submitting a response, the Contractor agrees to sell  
48 additional items at the bid price, terms, and conditions to Mason County as well as other public  
49 agencies with whom Mason County has entered into Interlocal Purchase Agreements  
50 pursuant to RCW 39.34.  
51

1 RCW 39.34 allows cooperative purchasing between public agencies in the State of  
2 Washington. Other public entities (cities, school districts, and so forth), which have filed an  
3 interlocal cooperative joint purchasing agreement with the County may elect to purchase  
4 materials from the vendor based on the terms and conditions of this agreement, subject to  
5 vendor's consent. This is to be considered an open-ended bid, inasmuch as the materials will  
6 be purchased against this bid for a period of May 3, 2024 through December 31, 2024.  
7  
8 The sale of additional quantities, under this paragraph, is contingent upon the seller's review  
9 and approval at the time of a requested sale. **Seller's rights to refuse to sell additional**  
10 **items at the time of request shall be absolute.**  
11

INFORMATIONAL ONLY