

**MASON COUNTY
DEPARTMENT OF PUBLIC WORKS
DIV. OF ENGINEERING & CONSTRUCTION
2025 MANUFACTURING & STOCKPILING
OF CHIP SEAL AGGREGATE**

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. 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 SPECIFICATIONS
APPROVED:**

BY: Michael Collins
Michael Collins, PE PLS
Mason County Engineer

Date Approved: 12/16/24

NOTICE TO BIDDERS
COUNTY OF MASON
DEPARTMENT OF PUBLIC WORKS
SHELTON, WASHINGTON

2025 MANUFACTURING & STOCKPILING OF CHIP SEAL AGGREGATE

SEALED BIDS will be received for the **2025 Manufacturing & Stockpiling of Chip Seal Aggregate (Range \$125,000 to \$175,000)**, at the office of the Mason County Commissioners, located in Building 1, 411 North 5th Street, Shelton, Washington, 98584, **until 2:00 P.M., Monday January 13, 2025.** 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.

MAJOR BID ITEMS will include **Approximately 4,000 TONS of Chip Rock Aggregate for Bituminous Surface Treatment and Stockpiling of materials as identified locations throughout Mason County** in accordance with the **2025 WSDOT Standard Specifications 9-03.4, (1/2"-No.4)**, and the Special Provisions for this project.

Plans, specifications, addenda, bidders list, and plan holders list for this project are available through the **Mason County** on-line plan room. Free of charge access is provided to Prime Bidders, Subcontractors, and Vendors by going to: "<http://bxwa.com>" and clicking on "**Posted Projects**"; "**Public Works**", "**Mason County**", and "**Projects Bidding**". Bidders are encouraged to "Register" to receive automatic email notification of future addenda and to place themselves on the self-registered "Bidders List". This on-line plan room provides Bidders with fully usable on-line documents; with the ability to: download, print to your own printer, order full / partial plan sets from numerous reprographic sources (on-line print order form), and a free on-line digitizer / take-off tool. Contact **Builders Exchange of Washington** at 425-258-1303, should you require assistance.

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 **Builders Exchange of Washington**, 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 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. 460.

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 16th day of December 2024

MASON COUNTY PUBLIC WORKS
MASON COUNTY, WASHINGTON

Kobree Glaser
PUBLIC WORKS REPRESENTATIVE

cc: Cmmrs.
Engineer
Builders Exchange

JOURNAL: Publ. 2t: **12/26/24 & 1/2/25** (Bill Rd. Dept.)
Journal Shelton: legals@masoncounty.com

JOURNAL OF COMMERCE: Publ. 2t: **12/26/24 & 1/2/25**
Journal of Commerce Seattle, Legal Dept: legals@djc.com

INFORMATIONAL ONLY

PROPOSAL

2025 Manufacturing & Stockpiling of Chip Seal Aggregate

To: **Board of Mason County Commissioners**
Courthouse Building I, 411 North 5th Street, Shelton, Washington 98584

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:

	LOCATION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
A	Mason County Public Works 100 West Public Works Drive Shelton, WA 98584	2500	TON		
B	Latimers Landing Overflow 3291 East Pickering Road Shelton, WA 98584	1550	TON		

SUBTOTAL: _____
SALES TAX (8.5%): _____
TOTAL AMOUNT: _____

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

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

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

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

WILL MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD

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

Bidder Name:

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

By:

Print Name of person making certifications for firm

Title:

Place:

Print city and state where signed

Date:

INFORMATIONAL ONLY

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:

2025 MANUFACTURING & STOCKPILING OF CHIP SEAL AGGREGATE

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

NOW, THEREFORE, If the said proposal bid by said principal be accepted and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by the **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 _____, 2025.

(Principal)

Printed Name

(Surety)

(Attorney-in-fact)

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, 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 **2025 Manufacturing & Stockpiling of Chip Seal Aggregate**, in Mason County, and other work in accordance with and as described in the attached Specifications and the **2025 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. The 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 the **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., 2025, 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 **2025 Manufacturing & Stockpiling of Chip Seal Aggregate, for the improvements of Mason County Roads**, 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, if 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 _____, 2025.

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

1 INTRODUCTION

2
3 This Contract shall be constructed in accordance with the 2025 Standard Specifications for
4 Road, Bridge, and Municipal Construction.
5

6 SPECIAL PROVISIONS

7
8 Several types of Special Provisions are included in this contract; General, Region, Bridges
9 and Structures, and Project Specific. Special Provisions types are differentiated as follows:

10		
11	(date)	General Special Provision
12	(*****)	Notes a revision to a General Special Provision
13		and also notes a Project Specific Special
14		Provision.
15	(Regions ¹ date)	Region Special Provision
16		

17 **General Special Provisions** are similar to Standard Specifications in that they typically apply
18 to many projects, usually in more than one Region. Usually, the only difference from one
19 project to another is the inclusion of variable project data, inserted as a "fill-in".
20

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

23		
24	<u>Regions¹</u>	
25	ER	Eastern Region
26	NCR	North Central Region
27	NWR	Northwest Region
28	OR	Olympic Region
29	SCR	South Central Region
30	SWR	Southwest Region
31		
32	WSF	Washington State Ferries Division
33		

34 **Project Specific Special Provisions** normally appear only in the contract for which they were
35 developed.
36

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

39
40 **DESCRIPTION OF WORK**

41
42 (March 13, 1995)
43 This Contract provides for the **Manufacturing of Aggregate for Bituminous Surface Treatment
44 and Stockpiling of produced materials at identified locations throughout Mason County*** and
45 other work, all in accordance with the attached Contract Plans, these Contract Provisions, and
46 the Standard Specifications.
47

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

3
4 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace
5 them with the following:

6
7 **Dates**

8 ***Bid Opening Date***

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

10 ***Award Date***

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

13 ***Contract Execution Date***

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

15 ***Notice to Proceed Date***

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

17 ***Substantial Completion Date***

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

23 ***Physical Completion Date***

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

27 ***Completion Date***

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

32 ***Final Acceptance Date***

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

34
35 Supplement this Section with the following:

36
37 All references in the Standard Specifications or WSDOT General Special Provisions, to
38 the terms "Department of Transportation", "Washington State Transportation
39 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters",
40 and "State Treasurer" shall be revised to read "Contracting Agency".

41
42 All references to the terms "State" or "state" shall be revised to read "Contracting
43 Agency" unless the reference is to an administrative agency of the State of Washington,
44 a State statute or regulation, or the context reasonably indicates otherwise.

45
46 All references to "State Materials Laboratory" shall be revised to read "Contracting
47 Agency designated location".
48

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.
43

44 **Bid Procedures and Conditions**
45

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

2

3 **1-02.1 Prequalification of Bidders**

4

5 Delete this section and replace it with the following:

6

7 **1-02.1 Qualifications of Bidder**

8

(January 24, 2011 APWA GSP)

9

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

13

14 **1-02.2 Plans and Specifications**

15

(June 27, 2011 APWA GSP)

16

17 Delete this section and replace it with the following:

18

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

21

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

24

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.

25

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

28

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

30

31 **1-02.4(1) General**

32

(December 30, 2022 APWA GSP Option B)

33

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

36

37 Prospective Bidders desiring an explanation or interpretation of the Bid Documents,
38 shall request the explanation or interpretation in writing by close of business
39 \$\$\$ business days preceding the bid opening to allow a written reply to reach all
40 prospective Bidders before the submission of their Bids.

41

1 **Preparation of Proposal**

2

3 **Preparation of Proposal**

4 November 25, 2024 APWA Option B

5

6 Supplement the second paragraph with the following:

7

8

9

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

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1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

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

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

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

5
6 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may
7 withdraw, revise, or supplement it if:

- 8
9 1. The Bidder submits a written request signed by an authorized person and
10 physically delivers it to the place designated for receipt of Bid Proposals, and
11 2. The Contracting Agency receives the request before the time set for receipt of
12 Bid Proposals, and
13 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting
14 Agency before the time set for receipt of Bid Proposals.

15
16 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received
17 before the time set for receipt of Bid Proposals, the Contracting Agency will return the
18 unopened Proposal package to the Bidder. The Bidder must then submit the revised or
19 supplemented package in its entirety. If the Bidder does not submit a revised or
20 supplemented package, then its bid shall be considered withdrawn.

21
22 Late revised or supplemented Bid Proposals or late withdrawal requests will be date
23 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed
24 requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

25
26 **Public Opening of Proposals**

27
28 (*****)

29 ***Date of Opening Bids***

30 Sealed bids are to be received at the following location prior to the time and date specified.
31 Bids may be delivered by mail or in person to the Office of County Commissioners located
32 at Building I, 411 N 5th Street, Shelton, WA 98584, until 2:00 P.M. on Monday, January
33 13, 2025. Submitted bids will be publicly opened and read in the Commissioners
34 Chambers, Building I, immediately thereafter. Sealed bids received after the specified
35 opening time will not be accepted.

36
37 **1-02.13 Irregular Proposals**

38 *(September 3, 2024 APWA GSP)*

39
40 Delete this section and replace it with the following:

- 41
42 1. A Proposal will be considered irregular and will be rejected if:
43 a. The Bidder is not prequalified when so required;
44 b. The Bidder adds provisions reserving the right to reject or accept the Award,
45 or enter into the Contract;
46 c. A price per unit cannot be determined from the Bid Proposal;
47 d. The Proposal form is not properly executed;
48 e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT
49 Form 271-015), if applicable, as required in Section 1-02.6;

- 1 f. The Bidder fails to submit or properly complete a Disadvantaged Business
2 Enterprise Certification (WSDOT Form 272-056), if applicable, as required in
3 Section 1-02.6;
- 4 g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031)
5 from each DBE firm listed on the Bidder's completed DBE Utilization
6 Certification that they are in agreement with the bidder's DBE participation
7 commitment, if applicable, as required in Section 1-02.6, or if the written
8 confirmation that is submitted fails to meet the requirements of the Special
9 Provisions;
- 10 h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,
11 as required in Section 1-02.6, or if the documentation that is submitted fails to
12 demonstrate that a Good Faith Effort to meet the Condition of Award in
13 accordance with Section 1-07.11;
- 14 i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-
15 054), if applicable, as required in Section 1-02.6, or if the documentation that
16 is submitted fails to meet the requirements of the Special Provisions;
- 17 j. The Bidder fails to submit the Bidder Questionnaire (DOT Form 272-022), if
18 applicable as required by Section 1-02.6, or if the documentation that is
19 submitted fails to meet the requirements of the Special Provisions; or
- 20 k. The Bid Proposal does not constitute a definite and unqualified offer to meet
21 the material terms of the Bid invitation.
- 22
- 23
- 24 2. A Proposal may be considered irregular and may be rejected if:
- 25 a. The Proposal does not include a unit price for every Bid item;
- 26 b. Any of the unit prices are excessively unbalanced (either above or below the
27 amount of a reasonable Bid) to the potential detriment of the Contracting
28 Agency;
- 29 c. The authorized Proposal Form furnished by the Contracting Agency is not
30 used or is altered;
- 31 d. The completed Proposal form contains unauthorized additions, deletions,
32 alternate Bids, or conditions;
- 33 e. Receipt of Addenda is not acknowledged;
- 34 f. A member of a joint venture or partnership and the joint venture or
35 partnership submit Proposals for the same project (in such an instance, both
36 Bids may be rejected); or
- 37 g. If Proposal form entries are not made in ink.
- 38

39 **1-02.14 Disqualification of Bidders**

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

41

42 Delete this section and replace it with the following:

43

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

46

47 The Contracting Agency will verify that the Bidder meets the mandatory bidder
48 responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the
49 Contracting Agency reserves the right to request documentation as needed from the
50 Bidder and third parties concerning the Bidder's compliance with the mandatory bidder
51 responsibility criteria.

52

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

13 **Award and Execution of Contract**

15 **1-03.3 Execution of Contract**

16 *(January 19, 2022 APWA GSP)*

18 Revise this section to read:

19
20 Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays),
21 the successful Bidder shall provide the information necessary to execute the Contract to
22 the Contracting Agency. The Bidder shall send the contact information, including the full
23 name, email address, and phone number, for the authorized signer and bonding agent to
24 the Contracting Agency.
25

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

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

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

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

50 **1-03.4 Contract Bond**

1 (July 23, 2015 APWA GSP)

2

3 Delete the first paragraph and replace it with the following:

4

5 The successful bidder shall provide executed payment and performance bond(s) for the
6 full contract amount. The bond may be a combined payment and performance bond; or
7 be separate payment and performance bonds. In the case of separate payment and
8 performance bonds, each shall be for the full contract amount. The bond(s) shall:

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

35

36 **1-03.7 Judicial Review**

37 (December 30, 2022 APWA GSP)

38

39 Revise this section to read:

40

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

47

48 **Scope of the Work**

49

1 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**
2 **Specifications, and Addenda**
3 *(December 30, 2022 APWA GSP)*
4

5 Revise the second paragraph to read:
6

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

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

16
17 **1-04.4 Changes**
18 *(January 19, 2022 APWA GSP)*
19

20 The first two sentences of the last paragraph of Section 1-04.4 are deleted.
21

22 **Control of Work**
23

24 **1-05.7 Removal of Defective and Unauthorized Work**
25 *(October 1, 2005 APWA GSP)*
26

27 Supplement this section with the following:
28

29 If the Contractor fails to remedy defective or unauthorized work within the time specified
30 in a written notice from the Engineer, or fails to perform any part of the work required by
31 the Contract Documents, the Engineer may correct and remedy such work as may be
32 identified in the written notice, with Contracting Agency forces or by such other means as
33 the Contracting Agency may deem necessary.
34

35 If the Contractor fails to comply with a written order to remedy what the Engineer
36 determines to be an emergency situation, the Engineer may have the defective and
37 unauthorized work corrected immediately, have the rejected work removed and replaced,
38 or have work the Contractor refuses to perform completed by using Contracting Agency
39 or other forces. An emergency situation is any situation when, in the opinion of the
40 Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk
41 of loss or damage to the public.
42

43 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
44 remedying defective or unauthorized work, or work the Contractor failed or refused to
45 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
46 monies due, or to become due, the Contractor. Such direct and indirect costs shall
47 include in particular, but without limitation, compensation for additional professional
48 services required, and costs for repair and replacement of work of others destroyed or
49 damaged by correction, removal, or replacement of the Contractor's unauthorized work.
50

1 No adjustment in contract time or compensation will be allowed because of the delay in
2 the performance of the work attributable to the exercise of the Contracting Agency's
3 rights provided by this Section.
4

5 The rights exercised under the provisions of this section shall not diminish the
6 Contracting Agency's right to pursue any other avenue for additional remedy or damages
7 with respect to the Contractor's failure to perform the work as required.
8
9

10 **1-05.11 Final Inspection**

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

13
14 **1-05.11 Final Inspections and Operational Testing**
15 *(October 1, 2005 APWA GSP)*
16

17 **1-05.11(1) Substantial Completion Date**
18

19 When the Contractor considers the work to be substantially complete, the Contractor
20 shall so notify the Engineer and request the Engineer establish the Substantial
21 Completion Date. The Contractor's request shall list the specific items of work that
22 remain to be completed in order to reach physical completion. The Engineer will
23 schedule an inspection of the work with the Contractor to determine the status of
24 completion. The Engineer may also establish the Substantial Completion Date
25 unilaterally.
26

27 If, after this inspection, the Engineer concurs with the Contractor that the work is
28 substantially complete and ready for its intended use, the Engineer, by written notice to
29 the Contractor, will set the Substantial Completion Date. If, after this inspection the
30 Engineer does not consider the work substantially complete and ready for its intended
31 use, the Engineer will, by written notice, so notify the Contractor giving the reasons
32 therefor.
33

34 Upon receipt of written notice concurring in or denying substantial completion, whichever
35 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
36 interruption, the work necessary to reach Substantial and Physical Completion. The
37 Contractor shall provide the Engineer with a revised schedule indicating when the
38 Contractor expects to reach substantial and physical completion of the work.
39

40 The above process shall be repeated until the Engineer establishes the Substantial
41 Completion Date and the Contractor considers the work physically complete and ready for
42 final inspection.
43

44 **1-05.11(2) Final Inspection and Physical Completion Date**
45

46 When the Contractor considers the work physically complete and ready for final
47 inspection, the Contractor by written notice, shall request the Engineer to schedule a
48 final inspection. The Engineer will set a date for final inspection. The Engineer and the
49 Contractor will then make a final inspection and the Engineer will notify the Contractor in
50 writing of all particulars in which the final inspection reveals the work incomplete or
51 unacceptable. The Contractor shall immediately take such corrective measures as are
52 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,

1 diligently, and without interruption until physical completion of the listed deficiencies. This
2 process will continue until the Engineer is satisfied the listed deficiencies have been
3 corrected.

4
5 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
6 written notice listing the deficiencies, the Engineer may, upon written notice to the
7 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
8 Section 1-05.7.

9 The Contractor will not be allowed an extension of contract time because of a delay in
10 the performance of the work attributable to the exercise of the Engineer's right
11 hereunder.

12
13 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
14 Contracting Agency, in writing, of the date upon which the work was considered physically
15 complete. That date shall constitute the Physical Completion Date of the contract, but shall
16 not imply acceptance of the work or that all the obligations of the Contractor under the
17 contract have been fulfilled.

18 19 **1-05.11(3) Operational Testing**

20
21 It is the intent of the Contracting Agency to have at the Physical Completion Date a
22 complete and operable system. Therefore when the work involves the installation of
23 machinery or other mechanical equipment; street lighting, electrical distribution or signal
24 systems; irrigation systems; buildings; or other similar work it may be desirable for the
25 Engineer to have the Contractor operate and test the work for a period of time after final
26 inspection but prior to the physical completion date. Whenever items of work are listed in
27 the Contract Provisions for operational testing they shall be fully tested under operating
28 conditions for the time period specified to ensure their acceptability prior to the Physical
29 Completion Date. During and following the test period, the Contractor shall correct any
30 items of workmanship, materials, or equipment which prove faulty, or that are not in first
31 class operating condition. Equipment, electrical controls, meters, or other devices and
32 equipment to be tested during this period shall be tested under the observation of the
33 Engineer, so that the Engineer may determine their suitability for the purpose for which
34 they were installed. The Physical Completion Date cannot be established until testing
35 and corrections have been completed to the satisfaction of the Engineer.

36
37 The costs for power, gas, labor, material, supplies, and everything else needed to
38 successfully complete operational testing, shall be included in the unit contract prices
39 related to the system being tested, unless specifically set forth otherwise in the proposal.

40
41 Operational and test periods, when required by the Engineer, shall not affect a
42 manufacturer's guaranties or warranties furnished under the terms of the contract.

43 44 45 **1-05.13 Superintendents, Labor, and Equipment of Contractor**

46 *(August 14, 2013 APWA GSP)*

47
48 Delete the sixth and seventh paragraphs of this section.

49 50 **1-05.15 Method of Serving Notices**

51 *(January 4, 2024 APWA GSP)*

52

1 Revise the second paragraph to read:

2
3
4
5
6
7
8
9
10

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

11
12

Add the following new section:

13
14
15

1-05.16 Water and Power
(October 1, 2005 APWA GSP)

16
17
18
19
20

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

21

Control of Material

22
23

Acceptance of Materials

24
25

Section 1-06.2 is supplemented with the following:

26
27

(*****)

28
29
30
31

Mason County reserves the right to inspect all materials covered in this contract for conformity with the Standard Specification and these Special Provisions before taking delivery of said materials.

32
33
34
35
36

The Contractor must have an independent consultant test Gradation, LA Abrasion, Durability Index/Degradation Value. The testing results must be provided to Mason County for review and approval 48 hours prior to trucking said materials to the proposed stockpile sites. Gradation testing must be repeated at every 1,000 tons and results provided to Mason County 24 hours prior to trucking said materials to the proposed stockpile sites.

37
38

As such, it is the Contractor's sole responsibility to provide secure storage for a minimum of three days production.

39
40
41

Legal Relations and Responsibilities to the Public

42
43

1-07.1 Laws to be Observed
(October 1, 2005 APWA GSP)

44
45
46

Supplement this section with the following:

47
48
49
50
51

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

1 The Washington State Department of Labor and Industries shall be the sole and
2 paramount administrative agency responsible for the administration of the provisions of
3 the Washington Industrial Safety and Health Act of 1973 (WISHA).
4

5 The Contractor shall maintain at the project site office, or other well known place at the
6 project site, all articles necessary for providing first aid to the injured. The Contractor
7 shall establish, publish, and make known to all employees, procedures for ensuring
8 immediate removal to a hospital, or doctor's care, persons, including employees, who
9 may have been injured on the project site. Employees should not be permitted to work
10 on the project site before the Contractor has established and made known procedures
11 for removal of injured persons to a hospital or a doctor's care.
12

13 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of
14 the Contractor's plant, appliances, and methods, and for any damage or injury resulting
15 from their failure, or improper maintenance, use, or operation. The Contractor shall be
16 solely and completely responsible for the conditions of the project site, including safety
17 for all persons and property in the performance of the work. This requirement shall apply
18 continuously, and not be limited to normal working hours. The required or implied duty of
19 the Engineer to conduct construction review of the Contractor's performance does not,
20 and shall not, be intended to include review and adequacy of the Contractor's safety
21 measures in, on, or near the project site.
22

23 24 **1-07.2 State Taxes**

25
26 Delete this section, including its sub-sections, in its entirety and replace it with the following:
27

28 **1-07.2 State Sales Tax** 29 *(June 27, 2011 APWA GSP)*

30
31 The Washington State Department of Revenue has issued special rules on the State
32 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The
33 Contractor should contact the Washington State Department of Revenue for answers to
34 questions in this area. The Contracting Agency will not adjust its payment if the
35 Contractor bases a bid on a misunderstood tax liability.
36

37 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other
38 contract amounts. In some cases, however, state retail sales tax will not be included.
39 Section 1-07.2(2) describes this exception.
40

41 The Contracting Agency will pay the retained percentage (or release the Contract Bond if
42 a FHWA-funded Project) only if the Contractor has obtained from the Washington State
43 Department of Revenue a certificate showing that all contract-related taxes have been
44 paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the
45 Contractor any amount the Contractor may owe the Washington State Department of
46 Revenue, whether the amount owed relates to this contract or not. Any amount so
47 deducted will be paid into the proper State fund.
48

49 **1-07.2(1) State Sales Tax — Rule 171**

50
51 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,
52 roads, etc., which are owned by a municipal corporation, or political subdivision of the

1 state, or by the United States, and which are used primarily for foot or vehicular traffic.
2 This includes storm or combined sewer systems within and included as a part of the
3 street or road drainage system and power lines when such are part of the roadway
4 lighting system. For work performed in such cases, the Contractor shall include
5 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract
6 amounts, including those that the Contractor pays on the purchase of the materials,
7 equipment, or supplies used or consumed in doing the work.

8
9 **1-07.2(2) State Sales Tax — Rule 170**

10
11 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
12 existing buildings, or other structures, upon real property. This includes, but is not
13 limited to, the construction of streets, roads, highways, etc., owned by the state of
14 Washington; water mains and their appurtenances; sanitary sewers and sewage
15 disposal systems unless such sewers and disposal systems are within, and a part of, a
16 street or road drainage system; telephone, telegraph, electrical power distribution lines,
17 or other conduits or lines in or above streets or roads, unless such power lines become a
18 part of a street or road lighting system; and installing or attaching of any article of
19 tangible personal property in or to real property, whether or not such personal property
20 becomes a part of the realty by virtue of installation.

21
22 For work performed in such cases, the Contractor shall collect from the Contracting
23 Agency, retail sales tax on the full contract price. The Contracting Agency will
24 automatically add this sales tax to each payment to the Contractor. For this reason, the
25 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other
26 contract amount subject to Rule 170, with the following exception.

27
28 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor
29 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
30 consumable supplies not integrated into the project. Such sales taxes shall be included
31 in the unit bid item prices or in any other contract amount.

32
33 **1-07.2(3) Services**

34
35 The Contractor shall not collect retail sales tax from the Contracting Agency on any
36 contract wholly for professional or other services (as defined in Washington State
37 Department of Revenue Rules 138 and 244).

38
39 **Load Limits**

40
41 Section 1-07.7 is supplemented with the following:

42
43 (March 13, 1995)

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

47
48 **Wages**

49
50 **General**

51
52 Section 1-07.9(1) is supplemented with the following:

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(January 10, 2024)
The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA20240001.

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

1-07.9(5)A Required Documents
(July 8, 2024 APWA GSP)

This section is revised to read as follows:

All Statements of Intent to Pay Prevailing Wages, Affidavits of Wages Paid and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer and to the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system. When apprenticeship is a requirement of the contract, include in PWIA all apprentices.

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance
(January 4, 2024 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-. VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool

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

29 **1-07.18(2) Additional Insured**

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

- 33 ■ the Contracting Agency and its officers, elected officials, employees, agents, and
34 volunteers

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

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

45 **1-07.18(3) Subcontractors**

46 The Contractor shall cause each subcontractor of every tier to provide insurance coverage
47 that complies with all applicable requirements of the Contractor-provided insurance as set
48 forth herein, except the Contractor shall have sole responsibility for determining the limits of
49 coverage required to be obtained by subcontractors.
50

51 The Contractor shall ensure that all subcontractors of every tier add all entities listed in
52 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by

1 that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20
2 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
3
4 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
5 Agency evidence of insurance and copies of the additional insured endorsements of each
6 subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.
7
8 **1-07.18(4) Verification of Coverage**
9 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
10 endorsements for each policy of insurance meeting the requirements set forth herein when
11 the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to
12 demand such verification of coverage with these insurance requirements or failure of
13 Contracting Agency to identify a deficiency from the insurance documentation provided shall
14 not be construed as a waiver of Contractor's obligation to maintain such insurance.
15
16 Verification of coverage shall include:
17 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
18 2. Copies of all endorsements naming Contracting Agency and all other entities listed in
19 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may
20 submit a copy of any blanket additional insured clause from its policies instead of a
21 separate endorsement.
22 3. Any other amendatory endorsements to show the coverage required herein.
23 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy
24 these requirements – actual endorsements must be submitted.
25
26 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
27 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is
28 required on this Project, a full and certified copy of that policy is required when the
29 Contractor delivers the signed Contract for the work.
30
31 **1-07.18(5) Coverages and Limits**
32 The insurance shall provide the minimum coverages and limits set forth below. Contractor's
33 maintenance of insurance, its scope of coverage, and limits as required herein shall not be
34 construed to limit the liability of the Contractor to the coverage provided by such insurance,
35 or otherwise limit the Contracting Agency's recourse to any remedy available at law or in
36 equity.
37
38 All deductibles and self-insured retentions must be disclosed and are subject to approval by
39 the Contracting Agency. The cost of any claim payments falling within the deductible or self-
40 insured retention shall be the responsibility of the Contractor. In the event an additional
41 insured incurs a liability subject to any policy's deductibles or self-insured retention, said
42 deductibles or self-insured retention shall be the responsibility of the Contractor.
43
44 **1-07.18(5)A Commercial General Liability**
45 Commercial General Liability insurance shall be written on coverage forms at least as broad
46 as ISO occurrence form CG 00 01, including but not limited to liability arising from premises,
47 operations, stop gap liability, independent contractors, products-completed operations,
48 personal and advertising injury, and liability assumed under an insured contract. There shall
49 be no exclusion for liability arising from explosion, collapse or underground property
50 damage.

1
2 The Commercial General Liability insurance shall be endorsed to provide a per project
3 general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
4
5 Contractor shall maintain Commercial General Liability Insurance arising out of the
6 Contractor's completed operations for at least three years following Substantial Completion
7 of the Work.
8
9 Such policy must provide the following minimum limits:
10 \$2,000,000 Each Occurrence
11 \$3,000,000 General Aggregate
12 \$3,000,000 Products & Completed Operations Aggregate
13 \$2,000,000 Personal & Advertising Injury each offence
14 \$2,000,000 Stop Gap / Employers' Liability each accident
15

16 **1-07.18(5)B Automobile Liability**

17 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be
18 written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the
19 transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48
20 endorsements.
21

22 Such policy must provide the following minimum limit:

23 \$1,000,000 Combined single limit each accident
24

25 **1-07.18(5)C Workers' Compensation**

26 The Contractor shall comply with Workers' Compensation coverage as required by the
27 Industrial Insurance laws of the State of Washington.
28

29 **Prosecution and Progress**
30

31 **1-08 PROSECUTION AND PROGRESS**
32

33 Add the following new section:
34

35 **1-08.0 Preliminary Matters**
36 (May 25, 2006 APWA GSP)
37

38 Add the following new section:
39

40 **1-08.0(1) Preconstruction Conference**

41 (July 8, 2024 APWA GSP)
42

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

- 46 1. To review the initial progress schedule;
47 2. To establish a working understanding among the various parties associated or
48 affected by the work;

- 1 3. To establish and review procedures for progress payment, notifications, approvals,
2 submittals, etc.;
- 3 4. To review DBE Requirements, Training Plans, and Apprenticeship Plans, when
4 applicable.
- 5 5. To establish normal working hours for the work;
- 6 6. To review safety standards and traffic control; and
- 7 7. To discuss such other related items as may be pertinent to the work.

8
9 The Contractor shall prepare and submit at the preconstruction conference the following:

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

14 **1-08.4 Prosecution of Work**

15
16 Delete this section and replace it with the following:

17 18 **1-08.4 Notice to Proceed and Prosecution of Work** 19 *(July 23, 2015 APWA GSP)*

20
21 Notice to Proceed will be given after the contract has been executed and the contract
22 bond and evidence of insurance have been approved and filed by the Contracting
23 Agency. The Contractor shall not commence with the work until the Notice to Proceed
24 has been given by the Engineer. The Contractor shall commence construction activities
25 on the project site within ten days of the Notice to Proceed Date, unless otherwise
26 approved in writing. The Contractor shall diligently pursue the work to the physical
27 completion date within the time specified in the contract. Voluntary shutdown or slowing
28 of operations by the Contractor shall not relieve the Contractor of the responsibility to
29 complete the work within the time(s) specified in the contract.

30
31 When shown in the Plans, the first order of work shall be the installation of high visibility
32 fencing to delineate all areas for protection or restoration, as described in the Contract.
33 Installation of high visibility fencing adjacent to the roadway shall occur after the
34 placement of all necessary signs and traffic control devices in accordance with 1-10.1(2).
35 Upon construction of the fencing, the Contractor shall request the Engineer to inspect the
36 fence. No other work shall be performed on the site until the Contracting Agency has
37 accepted the installation of high visibility fencing, as described in the Contract.

38 39 **Time for Completion**

40
41 Section 1-08.5 is supplemented with the following:

42
43 (March 13, 1995)

44 This project shall be physically completed within *** \$\$20\$\$ *** working days.

45
46 Section 1-08.5 is supplemented with the following:

47
48 (*****)

49 A nonworking day is also defined as a Friday.

50

1 Hauling can begin after contract execution and approval of initial test results.

2

3 All materials shall be delivered by June 1, 2025.

4

5 **1-08.5 Time for Completion**

6 *(November 25, 2024 APWA GSP, Option A)*

7

8 Revise the third and fourth paragraphs to read:

9

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

11

12 Each working day shall be charged to the contract as it occurs, until the contract work is
13 physically complete. If substantial completion has been granted and all the authorized
14 working days have been used, charging of working days will cease. Each week the
15 Engineer will provide the Contractor a statement that shows the number of working days:
16 (1) charged to the contract the week before; (2) specified for the physical completion of
17 the contract; and (3) remaining for the physical completion of the contract. The statement
18 will also show the nonworking days and all partial or whole days the Engineer declares
19 as unworkable. The statement will be identified as a Written Determination by the
20 Engineer. If the Contractor does not agree with the Written Determination of working
21 days, the Contractor shall pursue the protest procedures in accordance with Section 1-
22 04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be
23 deemed as having accepted the statement as correct. If the Contractor is approved to
24 work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week
25 in which a 4-10 shift is worked would ordinarily be charged as a working day then the
26 fifth day of that week will be charged as a working day whether or not the Contractor
27 works on that day.

28

29 Revise the sixth paragraph to read:

30

31 The Engineer will give the Contractor written notice of the completion date of the contract
32 after all the Contractor's obligations under the contract have been performed by the
33 Contractor. The following events must occur before the Completion Date can be
34 established:

35

1. The physical work on the project must be complete; and

36

2. The Contractor must furnish all documentation required by the contract and required
37 by law, to allow the Contracting Agency to process final acceptance of the contract.

38

The following documents must be received by the Project Engineer prior to
39 establishing a completion date:

40

a. Certified Payrolls (per Section 1-07.9(5)).

41

b. Material Acceptance Certification Documents

42

c. Monthly Reports in DMCS of the amounts paid including the final payment
43 confirmation to all firms required by Section 1-08.1(7)A if applicable

44

d. Final Contract Voucher Certification

45

e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor
46 and all Subcontractors

47

f. A copy of the Notice of Termination sent to the Washington State Department of
48 Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the
49 Notice of Termination by Ecology; and no rejection of the Notice of Termination
50 by Ecology. This requirement will not apply if the Construction Stormwater

50

1 General Permit is transferred back to the Contracting Agency in accordance with
2 Section 8-01.3(16).

3 g. Property owner releases per Section 1-07.24
4

5 **1-08.9 Liquidated Damages**

6 *(March 3, 2021 APWA GSP, Option A)*
7

8 Replace Section 1-08.9 with the following:
9

10 Time is of the essence of the Contract. Delays inconvenience the traveling public,
11 obstruct traffic, interfere with and delay commerce, and increase risk to Highway users.
12 Delays also cost tax payers undue sums of money, adding time needed for
13 administration, engineering, inspection, and supervision.
14

15 Accordingly, the Contractor agrees:

- 16
- 17 1. To pay liquidated damages in the amount of *** \$1,500.00\$ *** for each
18 working day beyond the number of working days established for Physical
19 Completion, and
20
 - 21 2. To authorize the Engineer to deduct these liquidated damages from any
22 money due or coming due to the Contractor.
23

24 When the Contract Work has progressed to Substantial Completion as defined in the
25 Contract, the Engineer may determine the Contract Work is Substantially Complete. The
26 Engineer will notify the Contractor in writing of the Substantial Completion Date. For
27 overruns in Contract time occurring after the date so established, liquidated damages
28 identified above will not apply. For overruns in Contract time occurring after the
29 Substantial Completion Date, liquidated damages shall be assessed on the basis of
30 direct engineering and related costs assignable to the project until the actual Physical
31 Completion Date of all the Contract Work. The Contractor shall complete the remaining
32 Work as promptly as possible. Upon request by the Project Engineer, the Contractor
33 shall furnish a written schedule for completing the physical Work on the Contract.
34

35 Liquidated damages will not be assessed for any days for which an extension of time is
36 granted. No deduction or payment of liquidated damages will, in any degree, release the
37 Contractor from further obligations and liabilities to complete the entire Contract.
38

39 **Measurement and Payment**

40

41 **1-09.2(5) Measurement**

42 *(December 30, 2022 APWA GSP)*
43

44 Revise the first paragraph to read:
45

46 **Scale Verification Checks** – At the Engineer’s discretion, the Engineer may perform
47 verification checks on the accuracy of each batch, hopper, or platform scale used in
48 weighing contract items of Work.
49

50 **1-09.6 Force Account**

1 (December 30, 2022 APWA GSP)

2

3 Supplement this section with the following:

4

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

11

12 **Payments**

13

14 **Retainage**

15

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

17

18 **(June 27, 2011)**

19

20 **Vacant**

21

21 **1-09.11(3) Time Limitation and Jurisdiction**

22 (December 30, 2022 APWA GSP)

23

24 Revise this section to read:

25

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

40

41 **1-09.13(3)A Arbitration General**

42 (January 19, 2022 APWA GSP)

43

44 Revise the third paragraph to read:

45

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

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1-09.13(4) Venue for Litigation
(December 30, 2022 APWA GSP)

Revise this section to read:

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

Division 3
Aggregate Production and Acceptance

Production From Quarry and Pit Sites

Material Sources, General Requirements

Section 3-01.2 is supplemented with the following:

(*****)

All material shall be produced from the same quarry or pit site.

Stockpiling Aggregates

General Requirements

Stockpiling Aggregates for Future Use

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

(*****)

Delivery of bituminous aggregates to each of the stockpile locations shall be conducted between the hours of 7:00 a.m. and 5:00 p.m., Monday through Thursdays. The Contractor shall provide a minimum 24-hour notice to the County for scheduling of personnel, prior to delivery of materials.

At a Pre-Construction conference, the Contractor shall present the proposed method of stockpiling to prevent contamination of supplied materials and proposed dust and vehicular tracking control methods.

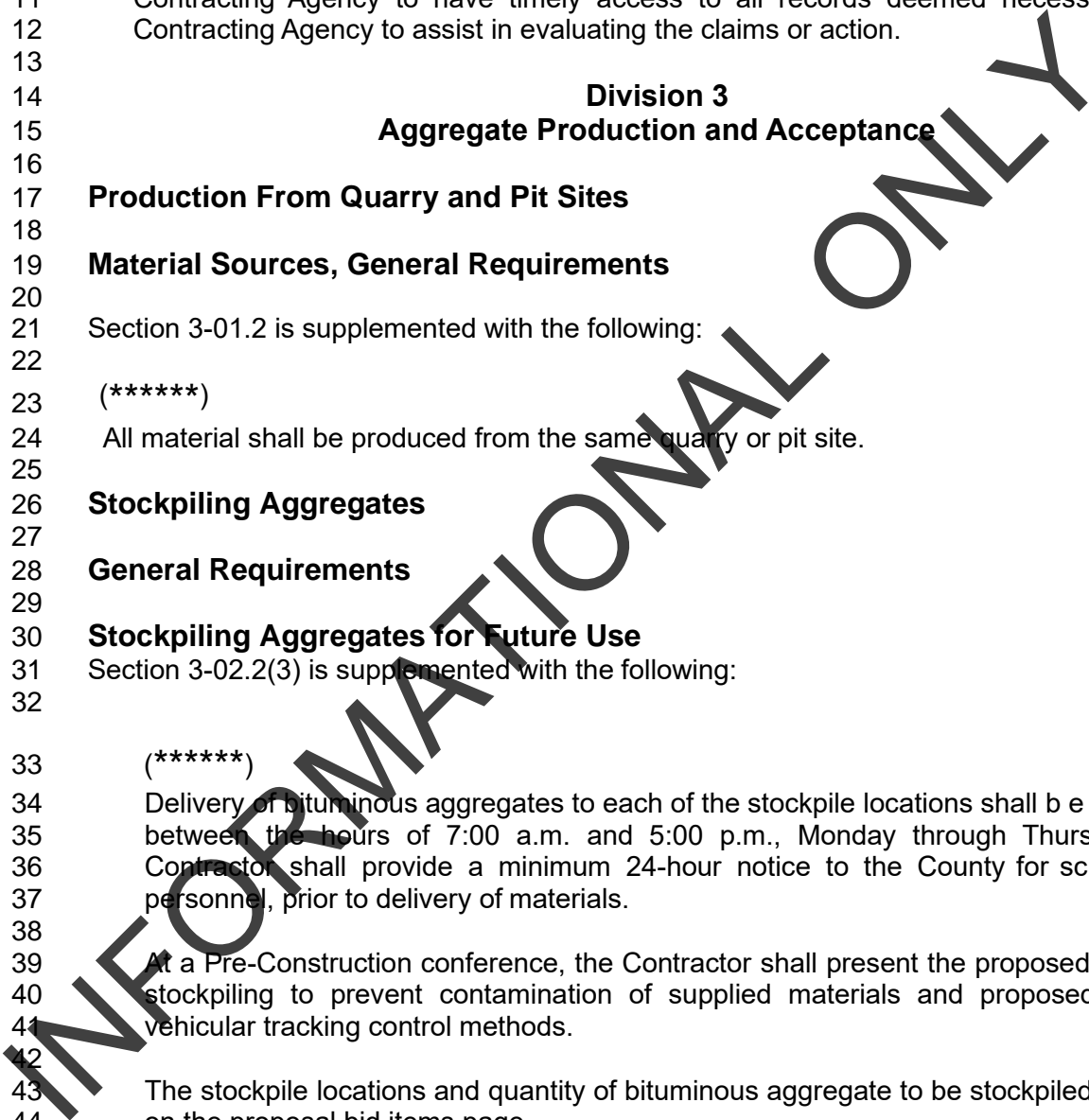
The stockpile locations and quantity of bituminous aggregate to be stockpiled are shown on the proposal bid items page.

Preparation of Site

Section 3-02.2(5) is supplemented with the following:

(*****)

The Contracting Agency will be responsible for preparing each of the stockpile sites.



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Construction of Stockpiles

Section 3-02.2(6) is supplemented with the following:

(*****)

Bituminous aggregates shall be placed in a generally neat rectangular stockpile with uniformly sloping sides and level top. Aggregate stockpiles may adjoin existing aggregate stockpiles.

The Contractor will be required to construct stockpiles to a sufficient height to allow stockpiling of all materials within a single readily accessible area. No compensation will be made by reason of additional height of stockpiles.

The Contractor shall be responsible for dust control and vehicular tracking during the stockpiling operation. Dust and vehicular tracking may be controlled by watering or other suitable methods, as approved by the Engineer.

Additional Requirements for Specific Aggregates

Washed Aggregates

Section 3-02.3(1) is supplemented with the following:

(*****)

The produced Bituminous Aggregates shall have a final washing with clean water.

Measurement

Section 3-02.4 is supplemented with the following:

(*****)

Scale weight tickets per each load will be calculated in tons and collected at the end of each day, on site, by a Mason County representative.

Payment

Section 3-02.5 is supplemented with the following:

(*****)

All costs in connection with the production, delivery, and stockpiling of materials, including, dust and vehicular tracking meeting all requirements of these specifications, shall be included in the unit contract price of the various bid items involved.