CONTRACT DOCUMENTS

For the purchase of:

FABRICATED MATERIALS FOR COUNTY WIDE WINERY SIGNS INSTALLATION PROJECT

YAKIMA COUNTY PROJECT NO. RR 3447

YAKIMA COUNTY PUBLIC SERVICES PROJECT
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DIVISION 9

STANDARD PLANS

PREVAILING WAGE RATES
WASHINGTON STATE

PLANS RR 3447
Informational
Bid Documents
CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED DOCUMENTS, PLANS, AND SPECIFICATIONS CONFORM TO ORIGINALS WHICH ARE ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF YAKIMA COUNTY, WASHINGTON

[Signature]

Gary N. Ekstedt, P.E.
COUNTY ENGINEER
INSTRUCTIONS TO BIDDERS

DELIVERY OF PROPOSALS

Sealed bids will be received at the following location before the specified time:
Yakima County Road Engineer's Office, Fourth Floor, Yakima County Courthouse, 128 North 2nd Street,
Yakima, Washington 98901 until **2:00 p.m.** of the bid opening date.

Each proposal, or bid shall be completely sealed in a separate package, addressed to the County Engineer of
Yakima County with the name of the improvements for which the bid is submitted plainly written on the
outside of the package.

All bids shall be submitted on form authorized by the County. No Oral, telephonic, facsimile, or
telegraphic Bids or modifications shall be accepted. Any Bids submitted on forms marked
"informational" or otherwise watermarked shall be considered irregular and will be rejected. Bidders
wishing to submit Bids, should contact the Yakima County Engineers Office at the address below to
request authorized Bid Documents.

No oral, telephonic, facsimile, or telegraphic Bids or modifications shall be accepted.

DATE OF OPENING BIDS
The bid opening date for this project shall be **December 14, 2011**.
The bids shall be publicly opened and read after **2:00 p.m.** on that date at the following location:

Yakima County Engineer's Office, Fourth Floor, Yakima County Courthouse, 128 North 2nd Street,
Yakima, Washington 98901.

RIGHT TO REJECT BIDS:

The right is reserved to reject any and all proposals, to accept the proposal or proposals deemed best for the
County or to advertise for new proposals when in the opinion of the Board the best interest of the County
shall be promoted thereby.

PROPOSAL GUARANTY:

A certified check, cashier's check, cash or bid bond made payable to the Treasurer of the County of Yakima
for an amount equal to at least five percent (5%) of the total amount bid must accompany each bid as
evidence of good faith and as a guarantee that if awarded the Contract the bidder shall execute the Contract
and give Bond as required.

FORM FURNISHED:

As mentioned above in delivery of proposals.

---

YAKIMA COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

RR 3447- PURCHASE OF MATLS-WINERY SIGNS
PROPOSAL

This certifies that the undersigned has examined the location of the noted project:
Project # RR 3447 PURCHASE OF FABRICATED MATERIALS FOR COUNTY WIDE WINERY SIGNS INSTALLATION PROJECT and that the Plans, Specifications and Contract governing the work embraced in these improvements, 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 these improvements, or as much as can be completed with the money available, in accordance with the said Plans, Specifications, and Contract, and the following schedule of rates and prices:

NOTE: Unit Prices for all items, all extensions, and total amount of bid shall be shown. No oral, telephonic, facsimile, or telegraphic Bids or modifications shall be considered or accepted.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>MATERIAL</th>
<th>QUANTITY</th>
<th>COST PER UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-(Sheet-1)</td>
<td>16 FT POLE ASSEMBLY CUT &amp; BUILT WITH A 6&quot; SCHEDULE 40 PIPE WELDED WITH 12X12X0.5(BOTTOM) WITH GUSSETS ON FOUR SIDES, WITH CAP AND 8 RINGS</td>
<td>GALVANIZED STEEL</td>
<td>5</td>
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<td></td>
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<tr>
<td>2-(Sheet-2)</td>
<td>12 FT POLE ASSEMBLY CUT &amp; BUILT WITH A 6&quot; SCHEDULE 40 PIPE WELDED WITH 12X12X0.5(BOTTOM) WITH GUSSETS ON FOUR SIDES, WITH CAP AND 4 RINGS</td>
<td>GALVANIZED STEEL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3-(Sheet-3)</td>
<td>LOGO BOX-ITEM INCLUDES NUTS, WASHERS AND BOLTS WITH SLOTS AS SHOWN</td>
<td>GALVANIZED STEEL</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4-(Sheet-4)</td>
<td>BACKING PLATE ASSEMBLY-INCLUDES ALL NUTS, BOLTS AND WASHERS (PAIR PER ASSEMBLY)</td>
<td>GALVANIZED STEEL-12 GAUGE</td>
<td>85 PAIRS</td>
<td>$</td>
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<tr>
<td>5</td>
<td>DELIVERY CHARGE TO YAKIMA COUNTY SIGN SHOP</td>
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<td>1</td>
<td>$</td>
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</tr>
</tbody>
</table>

| SUBTOTAL | $             |
| SALES TAX | $             |

BID AMOUNT $
LETTER OF RESPONSIBILITY  

Date: 
County Road Project No.: RR 3447

TO:  
BOARD OF COUNTY COMMISSIONERS OF YAKIMA COUNTY, WASHINGTON  
(Party awarding principal contract)

Dear Sirs:

I hereby maintain that I am a responsible bidder as contemplated by the policies of the State of Washington (Chapter 157, Laws of Washington of 1937).

a. My permanent place of business is ____________________________, which I have maintained for _____________ years.

b. I have adequate plant equipment to do expeditiously and properly the work contemplated for Yakima County, Washington.

DESCRIPTION OF WORK:

Project # RR 3447 PURCHASE OF FABRICATED MATERIALS FOR COUNTY WIDE WINERY SIGNS INSTALLATION PROJECT

I have the following equipment available for this work:

__________________________________________________________________________

__________________________________________________________________________

c. I have adequate funds to promptly meet obligations incident to this work.
   Bank reference: __________________________________________________________

__________________________________________________________________________

d. I have had experience in this class of work, having constructed the following improvements.

I hereby certify that the above is a true and accurate statement.

Very truly yours,

__________________________
Contractor/Fabricator

NOTE: This sheet need not be submitted, unless so requested by the Engineer subsequent to opening of bid. This “letter of responsibility” shall not be construed to be a request for pre-qualification of bidder.

RR 3447-PURCHASE OF MATLS-WINERY SIGNS  
Bid Documents  
Page 3
DEFINITION OF TERMS

In interpreting these specifications, the following definitions shall prevail:


SECRETARY OF TRANSPORTATION: Secretary of Transportation of the State of Washington.

BOARD: The Board of County Commissioners of Yakima County.

ENGINEER: County, or construction engineer, or his duly authorized assistants by whom all explanations and directions necessary for the satisfactory prosecution and completion of the work described in these specifications will be given.

CONTRACTOR: The person, firm, co-partnership, or corporation, or any lawful agent of such person, firm, partnership or corporation constituting one of the principals to the contract and undertaking to perform the work herein specified.

CONTRACT: The Agreement between the Contractor and the County of Yakima acting through the Board of County Commissioners. The contract shall include the accepted “Proposal”, “Plans”, “Specifications” and “Contract Bond”, also any and all supplemental agreements which reasonably could be required to complete the construction of the work in a substantial and acceptable manner.

CONTRACTOR/FABRICATOR: The person, firm, co-partnership, or corporation, or any lawful agent of such person, firm, partnership or corporation constituting one of the principals to the contract and undertaking to perform the work herein specified.

PROPOSAL: The written offer, or copy thereof of the bidder to perform the work proposed.

PLANS: The officially approved drawings, or reproductions thereof attached to this contract.

SPECIFICATIONS: The directions, provisions and requirements contained herein, together with all written agreements made, or to be made pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the contract.

LABORATORY: The laboratories of the Department of Transportation, or other laboratories designated by the engineer.

AMOUNT OF THE CONTRACT: For the purpose of awarding the contract and determining the amount of the bond, the lump sum bid, or the summation of the products of the approximate quantities shown on the plans or otherwise stated by the unit prices will be considered the total amount of the bid and the full amount of the contract price.
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 have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid 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.
CONTRACT

THIS AGREEMENT, made and entered into between Yakima County acting under and by virtue of Titles 36 and 39 RCW, hereinafter called the “COUNTY” and ________________________________, hereinafter called the “CONTRACTOR/FABRICATOR”.

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:
The CONTRACTOR shall do all work and furnish all tools, materials and equipment for RR 3447 PURCHASE OF FABRICATED MATERIALS FOR COUNTY WIDE WINERY SIGNS INSTALLATION PROJECT

I. And perform any changes in the work in accordance with the Contract Documents. “Contract Documents” are this Contract, the attached Plans and Specifications and the current edition of the Standard Specifications of the Washington State Department of Transportation and American Public Works Association which are by this reference incorporated herein and made a part hereof. In using said Standard Specifications and Amendments thereto, “Secretary of Transportation”, “Engineer” and like terms used therein will be construed as in the Yakima County Engineer and “State” or “Thurston County” shall mean Yakima County.

II. The CONTRACTOR/FABRICATOR shall provide and bear the expense of all equipment, material and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in the Contract Documents except those items mentioned herein to be furnished by Yakima County.

III. The COUNTY hereby promises and agrees to pay the CONTRACTOR/FABRICATOR according to the attached Specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in the Contract Documents.

IV. The CONTRACTOR/FABRICATOR for itself, and for its 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.

V. It is further provided that no liability shall attach to the COUNTY by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the CONTRACTOR/FABRICATOR has executed this instrument, on the date indicated below and Yakima County has caused this instrument to be executed in the name of said COUNTY by and through the Board of Yakima County Commissioners on the date indicated below.

Executed by the CONTRACTOR/FABRICATOR ____________, 20 ___________ BOARD OF YAKIMA COUNTY COMMISSIONERS

CONTRACTOR/FABRICATOR

________________________________________________________
Signature

________________________________________________________
Print or Type Name of Person Signing

Title

Foregone Contract approved and ratified

________________________________________________________, 20 ___________.

Surety

________________________________________________________
Attorney-in-fact

Kevin J. Bouchey, Chairman

J. Rand Elliott, Commissioner

Michael D. Lieta, Commissioner

ATTEST: Clerk of the Board

Tiera Girard

Approved as to form:

Deputy Prosecuting Attorney
PERFORMANCE BOND
(RCW 39.08)

KNOW ALL MEN BY THESE PRESENTS, That _____________________________, as “PRINCIPAL”, and _____________________________, a corporation authorized to do business in the State of Washington, as “SURETY”, are jointly and severally held and bound unto Yakima County, Washington in the penal sum _____________________________ Dollars ($___________________________) for the payment of which by these presents we jointly and severally bind ourselves, our heirs, executors, administrators, assigns, and successors.

THE CONDITION of this bond is such that WHEREAS, on _____________________________, 20__, the PRINCIPAL executed a certain Contract with the County, by the terms of which PRINCIPAL agrees to furnish all material and labor and will undertake and complete the fabrication of PURCHASE OF FABRICATED MATERIALS FOR COUNTY WINE WINERY SIGNS INSTALLATION PROJECT

according to the plans and specifications made a part of said Contract, which Contract is attached hereto and by this reference is incorporated herein and made a part hereof. FURTHER, the SURETY agrees to be bound by the laws of the State of Washington and subjected to the jurisdiction of the State of Washington.

NOW, THEREFORE, if the PRINCIPAL shall faithfully perform all the provisions of such contract and pay all laborers, mechanics, subcontractors and materialmen, and all persons who supply such persons or subcontractors with provisions or supplies for the carrying on of such work, then this obligation to be void, otherwise to remain in full force and effect.

Dated this ____________ day of _____________________________, 20__.

PRINCIPAL

By: _____________________________  By: _____________________________

Title: _____________________________

Chair of the Board of
Yakima County Commissioners

SURETY

By: _____________________________  Approved as to form:

Attorney In-fact

Deputy Prosecuting Attorney

Name of Local Office of Agent

Address of Local Office Agent

YAKIMA COUNTY CONTRACT NUMBER

RR 3447-PURCHASE OF MAT LS-WINERY SIGNS  Page 7  Bid Documents
Amendments to Standard Specifications
AMENDMENTS TO THE STANDARD SPECIFICATIONS

RR 3447 PURCHASE OF FABRICATED MATERIALS FOR COUNTY WIDE WINERY SIGNS INSTALLATION PROJECT

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2010 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following Amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications. For informational purposes, the date following each Amendment title indicates the implementation date of the Amendment or the latest date of revision.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project.

SECTION 1-01, DEFINITIONS AND TERMS

August 2, 2010

1-01.2(1) Associations and Miscellaneous
The abbreviation and definition “AREA American Railway Engineering Association” is replaced with the following:

AREMA American Railway Engineering and Maintenance Association

SECTION 1-02, BID PROCEDURES AND CONDITIONS

July 11, 2011

1-02.5 Proposal Forms
The first paragraph is revised to read:

At the request of a prequalified Bidder, the Contracting Agency will provide a physical Proposal Form for any project on which the Bidder is eligible to Bid. For certain projects selected at the sole discretion of the Contracting Agency, the Bidder may also be authorized to access an electronic Proposal Form for submittal via Tms-Port Expedite® software and BidExpress®.

1-02.6 Preparation of Proposal
The first paragraph is revised to read:

The Contracting Agency will accept only those Proposals properly executed on physical forms it provides, or electronic forms that the bidder has been authorized to access.
Unless it approves in writing, the Contracting Agency will not accept Proposals on forms attached to the Plans and stamped “Informational”.

The second paragraph is revised to read:

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

1. A unit price for each item (omitting digits more than four places to the right of the decimal point),

2. An extension for each unit price (omitting digits more than two places to the right of the decimal point), and

3. The total Contract price (the sum of all extensions).

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

The third paragraph is revised to read:

The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprises (DBE) Utilization Certification, when required by the Special Provisions. For each and every DBE firm listed on the Bidder’s completed DBE Utilization Certification, the Bidder shall submit written confirmation from that DBE firm that the DBE is in agreement with the DBE participation commitment that the Bidder has made in the Bidders completed DBE Utilization Certification. WSDOT Form 422-031 EF (DBE Written Confirmation Document) is available for this purpose. Bidder must submit good faith effort documentation with the DBE Utilization Certification ONLY in The Event the bidder’s efforts to solicit sufficient DBE participation have been unsuccessful. Directions for delivery of the DBE Written Confirmation Documents and DBE Good Faith Effort documentation are included in Section 1-02.9 Delivery of Proposal and Section 1-02.10 Withdrawing, Revising or Supplementing Proposal.

1-02.9 Delivery of Proposal

This section is revised to read:

For projects scheduled for bid opening in Olympia, each Proposal shall be sealed and submitted in the envelope provided with it, or electronically via TrnsPort Expedite® software and BidExpress® at the location and time identified in Section 1-02.12. The Bidder shall fill in all blanks on this envelope to ensure proper handling and delivery.

For projects scheduled for bid opening in other locations, each Proposal shall be sealed and submitted in the envelope provided with it, at the location and time identified in Section 1-02.12. The Bidder shall fill in all blanks on this envelope to ensure proper handling and delivery.
The Contracting Agency will not open or consider any Proposal or any supplement to a Proposal that is received after the time specified for receipt of Proposals, or received in a location other than that specified for receipt of Proposals.

NOTE: Certain documents that are required for an electronic Bid Proposal to be responsive CANNOT be submitted electronically via Trns-Port Expedite® software and BidExpress®. These documents include:

1. DBE Written Confirmation Documents; and,

2. Good Faith Effort Documentation; and,

3. Cash, certified checks, cashier’s checks, or a proposal bond (Surety bond) in formats other than via Surety2000.com or Insurevision.com.

The Bidder shall provide all documents that are required for an electronic Bid Proposal to be responsive (but cannot be submitted electronically via Trns-Port Expedite® software and BidExpress®) as a supplement to their electronic Bid Proposal in one of the following methods:

1. Physically in a sealed envelope marked as “BID SUPPLEMENT” and bearing the Bidders company name, project title, Bid date, and description of contents (for example: DBE Written Confirmation, DBE Good Faith Efforts, Proposal Deposit, etc.); or,

2. Except for Item #3 above, by facsimile to the following FAX number: (360) 705-6966.

E-mailed submittals are not acceptable. The Contracting Agency is not responsible for delayed, partial, failed, illegible or partially legible FAX document transmissions, and such documents may be rejected as incomplete at the Bidder’s risk.

1-02.10 Withdrawal or Revision of Proposal
This section including title is revised to read:

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

1. The Bidder submits a written request signed by an authorized person, and

2. The Contracting Agency receives the request before the time set for receipt of Proposals.

The original physical Bid Proposal may be supplemented, or revised and resubmitted as the official Bid Proposal if the Contracting Agency receives it before the time set for receipt of Proposals. Faxed Bid revisions and supplements will be accepted only if they are submitted in accordance with the “Example Format for Facsimile Bid Changes”
instructions posted on the WSDOT website at http://www.wsdot.wa.gov/biz/contaa/bulletin/.

E-mailed requests to withdraw, revise or supplement a Proposal are not acceptable. The contracting Agency is not responsible for delayed, partial, failed, illegible or partially legible FAX document transmissions, and such documents may be rejected as incomplete at the Bidders risk.

The Contracting Agency will not accept requests to revise or withdraw electronic Bid Proposals. Such requests shall be furnished directly to BidExpress® and in accordance with their terms and conditions.

1-02.13 Irregular Proposals
In the first paragraph, Item h beneath item number 1 is revised to read:

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

In the first paragraph, item i beneath item number 1 is revised to read:

i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder’s completed DBE Utilization Certification that they are in agreement with the bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;

Item j in the first paragraph is supplemented with the following:

j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made; or

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

SECTION 1-06, CONTROL OF MATERIALS
January 3, 2011

1-06.1 Approval of Materials Prior to Use
This section is supplemented with the following new sub-section:

1-06.1(4) Fabrication Inspection Expense
In the event the Contractor elects to have items fabricated beyond 300 miles from Seattle, Washington the Contracting Agency will deduct from payment due the Contractor costs to perform fabrication inspection on the following items:

- Steel Bridges and Steel Bridge components
- Cantilever Sign Structures and Sign Bridges

RR 3447-AMENDMENTS TO STANDARD SPECIFICATIONS
Prestressed Concrete Girders and Precast Bridge Components
Cylindrical, Disc, Pin, and Spherical Bearings
Modular Expansion Joints
Epoxy Coated Reinforcing Steel
Painted and Powder Coated Luminaire and Signal Poles
Additional items as may be determined by the Engineer

The deductions for fabrication inspection costs will be as shown in the Payment Table below.

<table>
<thead>
<tr>
<th>Zone</th>
<th>Place of Fabrication</th>
<th>Reduction in Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Within 300 airline miles from Seattle</td>
<td>None</td>
</tr>
<tr>
<td>2</td>
<td>Between 300 and 3,000 airline miles from Seattle</td>
<td>$700.00 per *inspection day</td>
</tr>
<tr>
<td>3</td>
<td>Over 3,000 airline miles from Seattle</td>
<td>$1,000 per *inspection day, but not less than $2,500 per trip</td>
</tr>
</tbody>
</table>

*Note - An inspection day includes any calendar day or portion of a calendar day spent inspecting at or traveling to and from a place of fabrication.

Where fabrication of an item takes place in more than one zone, the reduction in payment will be computed on the basis of the entire item being fabricated in the furthest of zones where any fabrication takes place on that item.

The rates for Zone 2 and 3 shall be applied for the full duration time of all fabrication inspection activities to include but not limited to; plant approvals, prefabrication meetings, fabrication, coatings and final inspection.
Table 2 “Pay Factors” on page 1-39 is revised to read:

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Table 2 “Pay Factors” on page 1-40 is revised to read:

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REJECT

Values Less Than Those Shown Above

Hazard Levels Less Than Those Specified for a 0.75 Pay Factor
Note: If the value of \( (P_\text{up} + P_\text{down}) \) - 100 does not correspond to a \( (P_\text{up} + P_\text{down}) \) - 100 value in this table, use the next smaller \( (P_\text{up} + P_\text{down}) \) - 100 value.

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

August 1, 2011

1-07.2 Sales Tax

The third sentence in the first paragraph is revised to read:
The Contractor shall contact the Contract Payment section of the Division of Accounting & Financial Services of the Department of Transportation, Olympia WA for questions on sales tax.

The first sentence in the third paragraph is revised to read:

The Contracting Agency will pay the retained percentage only if the Contractor has obtained from the State Department of Revenue a certificate showing that all Contract-related taxes have been paid (RCW 60.28.051).

SECTION 1-08, PROSECUTION AND PROGRESS
April 4, 2011

1-08.1 Subcontracting
The second and third sentences in the eighth paragraph are revised to read:

This Certification shall be submitted to the Project Engineer on WSDOT form 421-023, “Quarterly Report of Amounts Paid as MBE/WBE Participants”, quarterly for the State fiscal quarters: January 1 through March 31, April 1 through June 30, July 1 through September 30, October 1 through December 31, and for any remaining portion of a quarter through Physical Completion of the Contract. The report is due 20 calendar days following the fiscal quarter end or 20-calendar days after Physical Completion of the Contract.

The first sentence in the ninth paragraph is revised to read:

On all projects funded with both Contracting Agency funds and Federal assistance the Contractor shall submit a “Quarterly Report of Amounts Credited as DBE Participation” on a quarterly basis in which DBE work is accomplished, for every quarter in which the Contract is active or upon completion of the project, as appropriate.

The last sentence in the ninth paragraph is revised to read:

When required, this “Quarterly Report of Amounts Credited as DBE Participation” is in lieu of WSDOT form 421-023, “Quarterly Report of Amounts Paid as MBE/WBE Participants”.

1-08.5 Time for Completion
The last two sentences in the first paragraph are revised to read:

When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day. The days between December 25 and January 1 will be classified as nonworking days.

Item number 2.c. in the sixth paragraph is revised to read:
c. Quarterly Reports of Amounts Paid as MBE/WBE Participants, or Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.

SECTION 9-06, STRUCTURAL STEEL AND RELATED MATERIALS
August 1, 2011

9-06.5(3) High Strength Bolts
The first paragraph is revised to read:

High-strength bolts for structural steel joints shall conform to either AASHTO M 164 Type 1 or 3 or AASHTO M 253 Type 1 or 3, as specified in the Plans or Special Provisions. Tension control bolt assemblies, meeting all requirements of ASTM F 1852 may be substituted where AASHTO M 164 high strength bolts and associated hardware are specified.

The second paragraph is revised to read:

When specified in the Plans or Special Provisions to be galvanized, tension control bolt assemblies shall be galvanized after fabrication in accordance with ASTM B 695 Class 55 Type I.

The third paragraph is revised to read:

Bolts conforming to AASHTO M 253 shall not be galvanized.

The fourth paragraph is revised to read:

Bolts for unpainted and nongalvanized structures shall conform to either AASHTO M 164 Type 3, AASHTO M 253 Type 3, or ASTM F 1852 Type 3, as specified in the Plans or Special Provisions.

The fifth paragraph is revised to read:

Nuts for high strength bolts shall meet the following requirements:

AASHTO M 164 Bolts
   Type 1 (black)   AASHTO M 291 Grade C, C3, D, DH and DH3
   Type 3 (black weathering) AASHTO M 291 Grade C3 and DH3
   Type 1 (hot-dip galvanized) AASHTO M 291 Grade DH
                               AASHTO M 292 Grade 2H

AASHTO M 253 Bolts
   Type 1 (black)   AASHTO M 291 Grade DH, DH3
   Type 3 (black weathering) AASHTO M 292 Grade 2H

RR 3447-AMENDMENTS TO STANDARD SPECIFICATIONS 16
The first sentence in the eighth paragraph is revised to read:

Washers for AASHTO M 164 and AASHTO M 253 bolts shall meet the requirements of AASHTO M 293 and may be circular, beveled, or extra thick as required.

The last sentence in the eleventh paragraph is revised to read:

Approval from the Engineer to use lock-pin and collar fasteners shall be received by the Contractor prior to use.

The number 2 foot note reference in the table is deleted.

The last row of the table is revised to read:

*Manufacturer's Certificate of Compliance — samples not required.

1 Nuts, washers, load indicator devices, and tension control bolt assemblies shall be sampled at the same frequency as the bolts.

9-06.5(4) Anchor Bolts

The second paragraph is revised to read:

Nuts for ASTM F 1554 Grade 105 black anchor bolts shall conform to AASHTO M 291, Grade D or DH. Nuts for ASTM F 1554 Grade 105 galvanized bolts shall conform to either AASHTO M 291, Grade DH, or AASHTO M 292, Grade 2H, and shall conform to the overtapping, lubrication, and rotational testing requirements in Section 9-06.5(3). Nuts for ASTM F 1554 Grade 36 or 55 black or galvanized anchor bolts shall conform to AASHTO M 291, Grade A. Washers shall conform to ASTM F 436.

9-06.16 Roadside Sign Structures

The first paragraph is revised to read:

All bolts, nuts, washers, cap screws, and coupling bolts shall conform to AASHTO M 164 and Section 9-06.5(3), except as noted otherwise. All connecting hardware shall be galvanized after fabrication in accordance with AASHTO M 232.

The sixth paragraph is revised to read:

The heavy-duty anchor (lower sign post support) used for perforated square steel posts (ST-4) shall meet the requirements of ASTM A 500 Grade B and shall be hot-dipped galvanized.

The following two new paragraphs are inserted after the sixth paragraph:

The bolts for connecting square steel posts to the upper slip plate SB-1, SB-2, or SB-3 shall be either corner bolts and conform to ASTM F 568 Class 4.6, zinc coated, or
shoulder flange bolts and conform to ASTM A 29, zinc coated, or commercial bolts stock and conform to ASTM A 307, zinc coated.

The bolts connecting perforated square steel posts to the lower sign post support (ST-2 or ST-4) shall conform to ASTM A 307, Grade A and galvanized. The bolts connecting the lower slip plate (SB-1, SB-2, or SB-3) to the heavy duty anchor (lower sign post support ST-4) shall conform to ASTM A 307 and galvanized. The bolt stop for ST-2 and ST-4 shall conform to ASTM A 307, Grade A and galvanized.

SECTION 9-07, REINFORCING STEEL
August 1, 2011

9-07.1(1)A Acceptance of Materials
The following new paragraph is inserted before the first paragraph:

Reinforcing steel rebar manufacturers shall comply with the requirements of AASHTO R 53, “Qualification of Deformed and Plain Reinforcing Steel Bar, Welded Wire, and Wire Producing Mills” and the National Transportation Product Evaluation Program (NTPEP) Work Plan for Reinforcing Steel (rebar) Manufacturers. Reinforcing steel rebar manufacturers shall participate in the NTPEP Audit Program for Reinforcing Steel (rebar) Manufacturers and be listed on the NTPEP audit program website displaying that they are NTPEP compliant.

9-07.2 Deformed Steel Bars
The first paragraph is revised to read:

Deformed steel bars for concrete reinforcement shall conform to either AASHTO M 31 Grade 60, or ASTM A 706, except as otherwise noted in this Section or as shown in the Plans. Steel reinforcing bar for the cast-in-place components of bridge structures (excluding sidewalks and barriers but including shafts and concrete piles), and for precast substructure components of bridge structures, shall conform to ASTM A 706 Grade 60 only.

9-07.5(1) Epoxy Coated Dowel Bars (For Cement Concrete Pavement)
This section’s title is revised to read:

9-07.5(1) Epoxy Coated Dowel Bars (For Cement Concrete Pavement Rehabilitation)

The following is inserted after the third sentence of the first paragraph:

The Contractor shall furnish a written certification that properly identifies the material, the number of each batch of coating material used, quantity represented, date of manufacture, name and address of manufacturer, and a statement that the supplied coating material meets the requirements of ASTM A 934.
SECTION 9-08, PAINTS AND RELATED MATERIALS
January 4, 2010

9-08.1(2)C Inorganic Zinc Rich Primer
In the first paragraph, the reference to “Type II” is revised to read “Type I”.

9-08.1(2)D Organic Zinc Rich Primer
This section is revised to read:

Organic zinc rich primer shall be a high performance two-component epoxy conforming
to SSPC Paint 20 Type II.
SPECIAL PROVISIONS
SPECIAL PROVISIONS

RR 3447 PURCHASE OF FABRICATED MATERIALS FOR COUNTY WIDE WINERY SIGNS INSTALLATION PROJECT

YAKIMA COUNTY, WASHINGTON

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2010 Standard Specifications for Road, Bridge and Municipal Construction, and the foregoing Amendments to the Standard Specifications.

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

- **(date) General Special Provision**
- **(date) Notes a revision to a General Special Provision**
- **(date) and also notes a Project Specific Special Provision**
- **(Regions\(^1\) date) Region Special Provision**
- **(BSP date) Bridges and Structures Special Provision**

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

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

- **Regions\(^1\)**
  - ER Eastern Region
  - NCR North Central Region
  - NWR Northwest Region
  - OR Olympic Region
  - SCR South Central Region
  - SWR Southwest Region
  - WSF Washington State Ferries Division

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

**Project Specific Special Provisions** normally appear only in the contract for which they were developed.
DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995)

DESCRIPTION OF WORK
This contract provides for the delivery and fabrication of winery sign structures for installation of winery destination guide signs within Yakima County. All fabrication work shall be in accordance with the attached Contract plans, these Contract Provisions and the Standard Specifications.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(September 12, 2008 APWA GSP)
This Section is supplemented with the following:

All references in the Standard Specifications to the terms “State”, “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 “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency’s headquarters are located.

Additive
A supplemental unit of work or group of bid items, identified separately in the proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate
One of two or more units of work or groups of bid items, identified separately in the proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Contract Documents
See definition for “Contract”.

Contract Time
The period of time established by the terms and conditions of the contract within which the work must be physically completed.

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, and only minor incidental work, replacement of temporary substitute facilities, 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.

**Notice of Award**
The written notice from the Contracting Agency to the successful bidder signifying the Contracting Agency’s acceptance of the bid.

**Notice to Proceed**
The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the work and establishing the date on which the contract time begins.

**Traffic**
Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.
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

(March 25, 2009 APWA GSP)

Bidders shall be qualified by experience, financing, equipment, and organization to do the work called for in the Contract Documents. The Contracting Agency reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily.

1-02.2   Plans and Specifications

(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

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

After award of the contract, plans and specifications on all County Equipment will be provided for reference to the Contractor at no cost:

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Additional plans and Contract Provisions may be purchased by the Contractor by payment of the cost stated in the Call for Bids.

1-02.5   Proposal Forms

(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

At the request of a bidder, the Contracting Agency will provide a proposal form for any project on which the bidder is eligible to bid.

The proposal form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder’s name, address, telephone number, and signature; the bidder’s D/M/WBE commitment, if applicable; a State of Washington Contractor’s Registration Number; and a Business License Number, if applicable.

Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the proposal form.
The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the proposal forms unless otherwise specified.

Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid. The bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

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

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

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

1.02.6 Preparation Of Proposal
Section 1-02.6 is supplemented with the following:

Subcontractor list is not required with bid

(August 2, 2004)
The fifth and sixth paragraphs of Section 1-02.6 are deleted.

1-02.9 Delivery of Proposal
(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

Each proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Advertisement for Bids clearly marked on the outside of the envelope, or as otherwise stated in the Bid Documents, to ensure proper handling and delivery.

1-02.12 Public Opening of Proposal
Section 1-02.12 is supplemented with the following:

*****

Date of Opening Bids
Sealed bids will be received at the following location prior to the time specified:
Office of the County Engineer, Fourth Floor County Courthouse, 128 N. 2nd Street,
Yakima Washington, 98901, until 2:00 P.M., of the bid opening date.

The bid opening date for this project is December 14, 2011. Bids received will be publicly opened and read after 2:00 P.M. on this date.
The County shall not consider proposals it receives after the time specified above. No oral, telephone, facsimile or telegraphic bids or modifications shall be considered or accepted.
1-02.13 Irregular Proposals
(March 25, 2009 APWA GSP)

Revise item 1 to read:

1. A proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
   c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
   d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
   e. A price per unit cannot be determined from the Bid Proposal;
   f. The Proposal form is not properly executed;
   g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
   h. The Bidder fails to submit or properly complete a Disadvantaged, Minority or Women’s Business Enterprise Certification, if applicable, as required in Section 1-02.6;
   i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
   j. More than one proposal is submitted for the same project from a Bidder under the same or different names.

1-02.14 Disqualification of Bidders
(March 25, 2009 APWA GSP, Option B)

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if:

1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or
2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
4. an unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women’s Business Enterprise utilization; or
5. there is uncompleted work (Contracting Agency or otherwise), which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
6. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
7. the Bidder has failed to complete a written public contract or has been convicted of a
crime arising from a previous public contract, unless there are extenuating
circumstances acceptable to the Contracting Agency; or
8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of
the Contracting Agency; or
9. there are any other reasons deemed proper by the Contracting Agency.

As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two
lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal
deadline, documentation (sufficient in the sole judgment of the Contracting Agency)
demonstrating compliance with all applicable responsibility criteria, including all
documentation specifically listed in the supplemental criteria. The Contracting Agency reserves
the right to request such documentation from other Bidders as well, and to request further
documentation as needed to assess bidder responsibility.

The basis for evaluation of Bidder compliance with these supplemental criteria shall be any
documents or facts obtained by Contracting Agency (whether from the Bidder or third parties)
which any reasonable owner would rely on for determining such compliance, including but not
limited to: (i) financial, historical, or operational data from the Bidder; (ii) information
obtained directly by the Contracting Agency from owners for whom the Bidder has worked, or
other public agencies or private enterprises; and (iii) any additional information obtained by the
Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility
criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify
the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this
determination, it may appeal the determination within 24 hours of receipt of the Contracting
Agency’s determination by presenting its appeal to the Contracting Agency. The Contracting
Agency will consider the appeal before issuing its final determination. If the final
determination affirms that the Bidder is not responsible, the Contracting Agency will not
execute a contract with any other Bidder until at least two business days after the Bidder
determined to be not responsible has received the final determination.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids
(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of
extensions of the prices per unit and the total price. If a discrepancy exists between the price per
unit and the extended amount of any bid item, the price per unit will control. If a minimum bid
amount has been established for any item and the bidder’s unit or lump sum price is less than the
minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum
price, to the minimum specified amount and recalculate the extension. The total of extensions,
corrected where necessary, including sales taxes where applicable and such additives and/or
alternates as selected by the Contracting Agency, will be used by the Contracting Agency for
award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.
1-03.3 Execution of Contract
(October 1, 2005 APWA GSP)

Revise this section to read:

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

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

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

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

1-04 SCOPE OF THE WORK

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

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda
(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Addenda,
2. Proposal Form,
3. Special Provisions, including APWA General Special Provisions, if they are included,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction,
7. Contracting Agency’s Standard Plans (if any), and
8. WSDOT/APWA Standard Plans for Road, Bridge, and Municipal Construction.
1-05 CONTROL OF WORK

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

Supplement this section with the following:

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

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

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

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

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

1-05.13 Superintendents, Labor and Equipment of Contractor
(March 25, 2009 APWA GSP)

Revise the seventh paragraph to read:

Whenever the Contracting Agency evaluates the Contractor’s qualifications pursuant to Section 1-02.1, it will take these performance reports into account.

1-05.15 Method of Serving Notices
(October 10, 2008 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence to the Project Engineer’s office must be in paper format, hand delivered or sent...
via mail delivery service. Electronic copies will be treated as informational only, and do not constitute official notice.

1-05.17 Oral Agreements
(October 1, 2005 AWPA GSP)

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

1-06 CONTROL OF MATERIAL

1-06 Buy America
Section 1-06 is supplemented with the following:

(August 2, 2010)
The major quantities of steel and iron construction material that is permanently incorporated into the project shall consist of American-made materials only. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and false work.

Minor amounts of foreign steel and iron 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. To further define the coverage, a domestic product is a manufactured steel 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.

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 Buy America requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the Buy America 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 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, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or 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 culverts.
   c. Shop fabrication.

A certification of materials origin will be required for any items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The certification shall be on DOT Form 350-109EF provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as DOT Form 350-109EF (August 6, 2007).

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

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

Supplement this section with the following:

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

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

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

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

1-07.2 State Taxes

The third paragraph of Section 1-07.2 is revised to read:

(June 27, 2011)
The Contracting Agency will release the Contract Bond only if the Contractor has obtained from
the State Department of Revenue a certificate showing that all Contract-related taxes have been
paid.

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

1-07.2 State Sales Tax

(October 1, 2005 APWA GSP)

1-07.2(1) General

The Washington State Department of Revenue has issued special rules on the State sales tax.
Sections 1-07.2(1) through 1-07.2(4) are meant to clarify those rules. The Contractor should
contact the Washington State Department of Revenue for answers to questions in this area. The
Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood
tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract
amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(3)
describes this exception.

The Contracting Agency will pay the retained percentage only if the Contractor has obtained from
the Washington State Department of Revenue a certificate showing that all contract-related taxes
have been paid (RCW 60.28.050). The Contracting Agency may deduct from its payments to the
Contractor any amount the Contractor may owe the Washington State Department of Revenue,
whether the amount owed relates to this contract or not. Any amount so deducted will be paid
into the proper State fund.

1-07.2(2) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads,
etc., which are owned by a municipal corporation, or political subdivision of the state, or by the
United States, and which are used primarily for foot or vehicular traffic. This includes storm or
combined sewer systems within and included as a part of the street or road drainage system and
power lines when such are part of the roadway lighting system. For work performed in such
cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid
item prices, or other contract amounts, including those that the Contractor pays on the purchase of
the materials, equipment, or supplies used or consumed in doing the work.
1-07.2(3) State Sales Tax — Rule 170

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

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

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

1-07.2(4) Services

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

1-07.13 Contractor's Responsibility For Work

1-07.13(4) Repair of Damage
(August 6, 2001)

Repair of Damage
Section 1-07.13(4) is revised to read:

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.
1-08  PROSECUTION AND PROGRESS

Add the following new section:

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

Add the following new section:

1-08.0(1) Pre-construction Conference
Section 1-08.1 is supplemented with the following:
(October 10, 2008 APWA GSP)

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

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

1-08.4  Notice to Proceed and Prosecution of the Work
(October 1, 2005 APWA GSP)

Revise this section to read:

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

1-08.5  Time For Completion
(March 13, 1995)
Section 1-08.5 is supplemented with the following:

The fabrication shall be physically completed in 30 working days.
DIVISION 9
MATERIALS

(August 1, 2011)

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 09-013, effective August 1, 2011 is made a part of this contract.

The Standard Plans are revised as follows:

B-10.20 and B10.40
Substitute “step” in lieu of “handhold” on plan

C-14a
SECTION B, callout – 1½” PVC CONDUIT (TYP.) is revised to read: 1¼” PVC CONDUIT (TYP.) callout (mark) 8 #9 ~ 36” (TYP.) is revised to read: callout (mark) 8 #8 ~ 36” (TYP.) EPOXY BAR EXPANSION JOINT DETAIL, callout (mark) W #9 (epoxy coated symbol) ~ 36” (TYP.) is revised to read: callout (mark) 8 #8 (epoxy coated symbol) ~ 36” (TYP.)

C-23.60
Note 4. For anchor post assembly details, see Standard Plan C-1b. Use detail on this plan for wood breakaway post. (No block on this post)

Is revised as follows:

Note 4. For anchor post assembly details, refer to standard plan C-1b for Sim. Installation, with the exception of using the wood breakaway post detail, this plan. (No block on this post). Typical for both steel or wood guardrail runs.

G-24.40
Existing callout - CORNER BOLT (TYP.)
New callout - CORNER BOLT OR SHOULDER BOLT (TYP.)

J-1f
Note 2, reference to J-7d is revised to J-15.15
References to J-9a (3 instances) are revised to J-60.05

J-3b
Sheet 2 of 2, Plan View of Service Cabinet, Boxed Note, “SEE STANDARD PLAN J-6C…” is revised to read: “SEE STANDARD PLAN J-10.10…”
Sheet 2 of 2, Plan View of Service Cabinet Notes, references to Std. Plan J-9a are revised to J-60.05 (3 instances).

J-7c
Note 3, reference to J-7d is revised to J-15.15

J-16b
Key Note 1, reference to J-16a is revised to J-40.36
J-16c
Key Note 1, reference to J-16a is revised to J-40.36

J-20.10
Sheet 2, 2-Way Mounting Angle Detail,
Dimension 1.625” is revised to 1.8125”
Dimension 2.375” is revised to 2.1875”

J-75.40
Monotube Sign Structure, elevation, callout – EQUIPMENT GROUNDING CONDUCTOR ~
SIZE PER NEC. MINIMUM SIZE # 8
Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC minimum
size # 4 AWG
Detail C, callout– EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL
REINFORCING BAR, SIZE PER NEC MIN. SIZE # 8
Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL
REINFORCING BAR, SIZE PER NEC minimum size # 4 AWG

J-75.45
elevation, callout – EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC.
MINIMUM SIZE # 8
Is revised to read:

EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC minimum size # 4 AWG

Detail D, callout– EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL
REINFORCING BAR, SIZE PER NEC. MIN. SIZE # 8
Is revised to read:

EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR,
SIZE PER NEC minimum size # 4 AWG

K-80.30
In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan K-
80.35

The following are the Standard Plan numbers applicable at the time this project was advertised. The
date shown with each plan number is the publication approval date shown in the lower right-hand
corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00.......8/07/07 A-30.35-00.......10/12/07 A-50.20-01.......9/22/09
A-10.20-00.......10/05/07 A-40.00-00.......8/11/09 A-50.30-00.......11/17/08
A-10.30-00.......10/05/07 A-40.10-02.............6/2/11 A-50.40-00.......11/17/08
A-20.10-00.......8/31/07 A-40.15-00.......8/11/09 A-60.10-01.......10/14/09
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<td>B-75.20-01......6/10/08</td>
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Prevailing Wage Rates
For Applicable Prevailing Wage Rates please download or print from the Washington State Department of Labor & Industries web site link on the Bid Date as stated below:

http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp

Wage rates used shall be effective 12/14/2011

The entire project is located in Yakima County. A copy of the wage rates is available for viewing at Yakima County Public Services. A hard copy will be mailed to bidders upon bidder’s written request.
PLANS RR 3447
**COUNTYWIDE WINERY SIGN FABRICATION PROJECT**

**RR 3447**

**Sheets 1 of 5**

**TUBES**
- 1 EA
- 4 PL.
- Material: 1/2 GALV. STEEL
- Req.: 1 PER ASSEMBLY

**BASE**
- 1 EA
- Material: 1/4 GALV. STEEL
- Index Holes in Cap with Base Plate
- Req.: 8 PER ASSEMBLY

**RING**
- Material: 1/4 GALV. STEEL
- Req.: 4 PER ASSEMBLY

**GUSSET**
- 4 EA
- Material: 1/4 GALV. STEEL
- Req.: 1 PER ASSEMBLY

**CAP**
- Material: 1/4 GALV. STEEL
- BOLT CIRCLE: Ø0.00
- Req.: 1 PER ASSEMBLY

**TAP**
- 3/8-16 NC, 4 PL.
- Equally Spaced

**DRAWING SYMBOLS**
- Scale 1/16" = 1"

**TOLERANCES**
- 0.00 ± 0.005
- 0.000 ± 0.005

**Supplementary Notes**
- All dimensions are in inches.
- Contractor to submit shop drawings for approval prior to fabrication of any parts.

**REFERENCE**
- Pole 16' WELDED ASSEMBLY

**Certification**
- M. Keenan (Drawn)
- J. Knecht (Checked)
- M. Keenan (Approved)

**Revisions**
- Sheet 1: 09/01/2022

**VIEW A-A**
- View B-B

**Legend**
- WELDED ASSEMBLY
- VERTICAL SUPPORT RINGS OR OTHER DEVICE AS APPROVED BY THE ENGINEER

**Note**
- All welds and cut surfaces to be cleaned and re-galvanized.
VIEW A-A
VIEW B-B
WELDED ASSEMBLY
SCALE 1/16" = 1"

BASE
MATERIAL: 1/2 GALV. STEEL
REQ.: 1 PER ASSEMBLY

RING
MATERIAL: 1/4 GALV. STEEL
REQ.: 4 PER ASSEMBLY

GUSSET
MATERIAL: 1/4 GALV. STEEL
REQ.: 4 PER ASSEMBLY

CAP
MATERIAL: 1/4 GALV. STEEL
REQ.: 1 PER ASSEMBLY

TUBE
MATERIAL: 6" GALV. SCH 40 IRON PIPE
REQ.: 1 PER ASSEMBLY

* CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION OF ANY PARTS

SCALE 1/8" = 1"

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POLE 12'
WELDED ASSEMBLY

SHEET 2 OF 5
NOTE:
1. ALL WELDS AND CUT SURFACES TO BE CLEANED AND RE-GALVANIZED.
2. WELD ALL SEAMS AND FORM BOX TO CREATE UNIFORM APPEARANCE.

* CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION OF ANY PARTS

SCALE 1/8" = 1"

TOLERANCES

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ALL DIMENSIONS ARE IN INCHES

BOX COVER

MATERIAL: 16 GA. GALV. STEEL
BACKING BRACKET
MATERIAL: 12 GA. GALV. STEEL
REQ.: 2 PER ASSEMBLY

CONTRACTOR TO PROVIDE ATTACHMENT DETAILS AS PART OF SHOP DRAWINGS SUBMITTED

SCALE 1/8" = 1"

TOLERANCES

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ALL DIMENSIONS ARE IN INCHES

* CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION OF ANY PARTS

COUNTYWIDE WINERY SIGN FABRICATION PROJECT

RR 3447

PROJECT ENGINEER:
M. Rehman

DRAWN BY:
CHECKED BY:
K. Mohney

REVISION:

SHEET 4 OF 5