



PUBLIC WORKS DEPARTMENT

BID SPECIFICATIONS

AND

CONTRACT DOCUMENTS

FOR

Camas Library Interior Building Improvements

CITY PROJECT NUMBER:

FAC23007

October 2025

CITY OF CAMAS, WASHINGTON

PUBLIC WORKS DEPARTMENT

Specifications and Contract Documents

Camas Library Interior Building Improvements

in and for the

**City of Camas
a Municipal Corporation**

Consisting of

**CALL FOR BIDS
BIDDING DOCUMENTS
CONTRACT DOCUMENTS**

**AFFIDAVIT OF E-VERIFY COMPLIANCE
AMENDMENTS TO THE STANDARD SPECIFICATIONS
SPECIAL PROVISIONS
STATE MINIMUM HOURLY PREVAILING WAGE RATES**

**TECHNICAL SPECIFICATIONS
LEAD AND ASBESTOS REPORT
DRAWING SET**

By Order of the Mayor and City Council

City of Camas

City Project No. FAC23007

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CALL FOR BIDS

**CITY OF CAMAS PUBLIC WORKS DEPARTMENT
CITY PROJECT NO. FAC23007
Camas Library Interior Building Improvements**

Sealed bids will be received by the City of Camas, Administrative Services, 616 NE 4th Avenue, Camas, Washington, until **10:00AM on November 6, 2025**, and will then and there be publicly read.

All Bid Proposals shall be accompanied by a Bid Proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such Bid Proposal. Should the successful Bidder fail to enter into such contract and furnish satisfactory contract bond within the time stated in the current updated version of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction (standard specifications), the Bid Proposal deposit shall be forfeited to the City of Camas.

Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to Builders Exchange of Washington (BXWA) at www.bxwa.com and clicking on "Posted Projects", "Public Works", and "City of Camas". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic email notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders who do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Bids from Bidders who are not listed on the self-registered bidders list may be returned to bidders unopened. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration. Hard copies of the bid documents can be purchased using the BXWA Online Print Ordering System. Contact Alena Morgan, City of Camas, at (360) 817-1560 or procurement@cityofcamas.us with any questions related to obtaining bid documents.

The improvement for which bids will be received follows:

Sealed bids in envelopes marked with the Bidder's name, Project Title and Project number will be received at the time and address noted above.

Statement of Work:

The scope of services includes interior renovation of the library per these contract documents and technical specifications.

Work shall include but is not limited to non-structural partitions, floor, wall, and ceiling finishes, casework, built-up flooring, redistribution of HVAC in Children's Library, interior lighting, interior power distribution, associated demolition and any related components shown within the plans and technical specifications to provide a complete and functional installation.

Pre-Bid Meeting:

A pre-bid meeting is scheduled for **October 17, 2025, at 9:00 A.M.** The meeting will be held at Camas Library located at 625 NE 4th Avenue, Camas, Washington. We will meet on the South building steps on NE 4th Avenue. Attendance at the pre-bid meeting is recommended for bid submittals to be considered. This is an opportunity to review existing conditions and ask questions regarding scope of work and bid submittals.

Additional questions will be accepted until **October 20, 2025, at 12:00 P.M.**

For questions, please contact Connie Urquhart, City of Camas Project Manager, at 360-817-7201 or curquhart@cityofcamas.us.

The Contractor is obligated to pay Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County, effective November 6, 2025.

American Made:

In an effort to maximize the creation of American jobs and restoring economic growth, the City of Camas encourages the use of products and services that are made in the United States of America whenever and wherever possible.

Disadvantaged Businesses:

The City of Camas encourages the solicitation and recruitment, to the extent possible, of certified minority-owned (MBE), women-owned (WBE), emerging small (ESB) businesses, and other disadvantaged companies in the construction of this project.

Americans with Disabilities Act (ADA) Information

The City of Camas in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing procurement at procurement@cityofcamas.us or by calling collect 360-817-1560.

Civil Rights Act:

The City of Camas is an Equal Employment Opportunity employer. This Information is available in an alternate form by request by contacting 360-834-6864.

Spanish La información está disponible en un idioma alternativo a pedido,
Chinese Simplified kě gēn jù yāo qiú tí gòng tì dài yǔ yán de xìn xī,
Japanese Rikuesuto ni ōjite,-betsu no gengo de jōhō o nyūshu dekimasu,
Korean jeongboneun yocheong si daeche eon-eolo jegongdoebnida,
Vietnamese Thông tin có sẵn bằng ngôn ngữ thay thế theo yêu cầu,
Romanian Informațiile sunt disponibile într-o limbă alternativă la cerere,
Russian Informatsiya dostupna na drugom yazyke po zaprosu, and
Ukrainian Informatsiya dostupna inshoyu movoyu za zapytom.

Title VI Statement

The City of Camas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will

affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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.

E-Verify Requirements:

Per City of Camas Ordinance No. 2626, as a condition for the award or renewal of any contract after January 1, 2012, the Contractor shall enroll in the E-Verify program through the United States Department of Homeland Security and thereafter shall provide the City with a copy of the Memorandum of Understanding (issued by Homeland Security), UPON REQUEST, affirming their enrollment and participation in the program. The Contractor shall be required to continue their participation in the program throughout the course of their contract with the City. Prime contractors shall require and verify that each of their subcontractors and lower tiered subcontractors are also enrolled and participants in the E-Verify program. This is intended to be used exclusively for employees hired after award and for the duration of the contract with the City of Camas.

E-Verify, is an Internet based system operated by the Department of Homeland Security in partnership with the Social Security Administration at no charge. E-Verify has been determined to be a suitable means for determining employment eligibility of new hires and the validity of their Social Security numbers. Please visit the Department of Homeland Security's web site at <http://www.dhs.gov/index.shtm> and select E-Verify to learn more or to enroll in this program.

Public Records Act:

This document and all associated public records will be released where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the City to respond to a request under the Act, as determined by the City, the Contractor agrees to make them promptly available to the City. If the Contractor considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the City receives a request under the Act to inspect or copy the information so identified by the Contractor and the City determines that release of the information is required by the Act or otherwise appropriate, the City's sole obligation shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the City will release the requested information on the date specified.

The City of Camas expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsible bidder as it best serves the interests of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.

DocuSigned by:

 69FB889B76B3492...
 Sydney Baker
 City Clerk

PART ONE
BIDDING DOCUMENTS

BIDDER'S INFORMATION PAGE

CITY PROJECT NO. FAC23007

Camas Library Interior Building Improvements

Proposal Submitted By:

CONTRACTOR

CONTRACTOR MAILING ADDRESS

EMAIL

CITY

STATE

ZIP CODE

PHONE NO.

WASHINGTON STATE CONTRACTORS LICENSE #

EXPIRATION

BID OPENING: November 6, 2025 at 10:00 A.M.

**City of Camas City Hall
616 NE 4th Avenue
Camas, Washington 98607**

**Contacts:
City of Camas
Connie Urquhart
Phone: 360-817-7201
E-mail: curquhart@cityofcamas.us**

**Johnston Architects
Jack Chaffin
Phone: 208-992-4863
E-mail: jchaffin@johnstonarchitects.com**

PROPOSAL

To the Office of the City Clerk
Camas, Washington

The undersigned hereby certifies that he has examined the location of

Camas Library Interior Building Improvements Project No. FAC23007

and that the Plans, 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 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 should be shown. All entries must be typed or entered in ink.)

Schedule A BASE BID: Perform all work identified within contract documents.		
DIVISION	DESCRIPTION	TOTAL
01	General Conditions	\$
02	Demolition	\$
06	Wood, Plastics, and Composites	\$
07	Thermal and Moisture Protection	\$
08	Openings	\$
09	Finishes	\$
10	Specialties	\$
12	Furnishings	\$
23	HVAC	\$
26	Electrical	\$
MISC	Misc: List any additional costs here	\$
MISC	Misc: List any additional costs here	\$
MISC	Misc: List any additional costs here	\$
SUBTOTAL		\$
SALES TAX (8.6%)		\$
BID TOTAL		\$

Schedule B ADDITIVE ALTERNATES: Additional items of work that may be awarded as part of project per owner's discretion.					
ITEM	QTY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
A	1	Demolition of existing shelf standards; Fabrication and installation of Kid Librarian casework feature in Children's Library 143	LS	\$	\$
SUBTOTAL					\$
SALES TAX (8.6%)					\$
ADDITIVE ALTERNATE TOTAL					\$

BASIS OF AWARD (Schedule A + Schedule B)	\$
---	-----------

Signature of Owner or Authorized Corporate Officer

(This is required for a valid bid)

By signing the Bid Proposal, the bidder hereby declares, under penalty of perjury under the laws of the United States that the Non-Collusion Declaration and Notice to All Bidders statements, as provided in these Bid Specifications and Contract Documents, are true and correct.

The City of Camas reserves the right to reject any or all proposals if found to be higher than the estimated cost and to waive any formality or technicality in any proposal in the interest of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.

MANDATORY BIDDER RESPONSIBILITY CRITERIA INFORMATION:

Per RCW 39.04.350 Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must provide the following:

CONTRACTOR

NAME OF OWNER OR CORPORATE OFFICER

SIGNATURE OF OWNER OR CORPORATE OFFICER

DATE AND PLACE

DEPARTMENT OF LICENSING CONTRACTOR LICENSE REGISTRATION NUMBER

UNIFIED BUSINESS IDENTIFIER (UBI)/WA STATE TAX REGISTRATION NUMBER

LABOR AND INDUSTRIES WORKERS' COMPENSATION NUMBER

EMPLOYMENT SECURITY DEPARTMENT NUMBER (UNEMPLOYMENT NUMBER)

EXCISE TAX REGISTRATION NUMBER (FEDERAL ID NUMBER)

ELECTRICAL CONTRACTOR'S LICENSE NUMBER (if applicable)

PLUMBING CONTRACTOR'S LICENSE NUMBER (if applicable)

BIDDER IS IN COMPLIANCE WITH L&I PREVAILING WAGE TRAINING REQUIREMENT : ☐ YES ☐ NO

By signing this page, the bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

NOTE TO BIDDER: Complete and sign this page and submit it with your bid. Incomplete bid packages will be considered non-responsive and may be rejected. Mandatory Bidder Criteria information will be verified immediately for compliance to ensure that all accounts are current. Non-compliance with any of the above agency requirements may be considered grounds for a non-responsive bid.

Verification of Subcontractor Responsibility Criteria

This form provided for the Prime Contractor's use for all Subcontractors.

Per RCW 39.06.020, the Prime Contractor must verify bidder criteria for each first tier subcontractor. Lower-tiered subcontractors must also verify bidder criteria for their subcontractors. Licensing information to verify is the same as listed above under Mandatory Bidder's Criteria. As a courtesy, a blank Subcontractor Mandatory Bidder Responsibility form has been included in these specifications.

SUBCONTRACTOR MANDATORY BIDDER RESPONSIBILITY CRITERIA

PROJECT NAME

PROJECT NUMBER

GENERAL CONTRACTOR

Prior to subcontracting any work, the Contractor shall verify that every Subcontractor, first tier and lower, meets the responsibility criteria stated below at the time of subcontract execution. Contractor is to verify that there are not any of the proposed Subcontractors on the 'Debarred Contractors' List.

SUBCONTRACTOR NAME & SIGNATURE OF OWNER OR CORPORATE OFFICER**DATE**

SUBCONTRACTOR MAILING ADDRESS

PHONE NUMBER

WA DEPARTMENT OF LICENSING CONTRACTOR LICENSE REGISTRATION NUMBER

UNIFIED BUSINESS IDENTIFIER NUMBER (UBI) / WA STATE TAX REGISTRATION NUMBER

WA STATE LABOR AND INDUSTRIES WORKER COMPENSATION NUMBER

WA STATE EMPLOYMENT SECURITY DEPT. NUMBER (UNEMPLOYMENT NUMBER)

EXCISE TAX REGISTRATION NUMBER (FEDERAL ID NUMBER)

ELECTRICAL OR PLUMBING CONTRACTOR LICENSE NUMBER (if applicable)

BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms, which must be executed in full as required and submitted at the bid opening:

A. PROPOSAL

Unit prices for all items, all extensions, and total amount of bid must be shown, except those items designated in the estimate of quantities to be paid for as lump sum. Any item shown on the Plans that does not have a bid item shall be considered incidental to the project and the costs thereof shall be included in other bid items of the project. Pay special attention to the Non-Collusion Declaration before signing the proposal. An unsigned bid may be considered a non-responsive bid.

B. BID BOND

Proposals must be accompanied by cash, a certified check, a cashier's check drawn on a bank of good standing, or a bid bond issued by a surety company authorized to issue such bonds in the State of Washington, in an amount of not less than five percent (5%) of the total amount of the bid submitted. The full amount will be returned within five (5) days after the contract has been executed.

C. DID YOU COMPLETE AND SUBMIT THE BIDDER'S INFORMATION PAGE?

D. DID YOU SIGN AND SUBMIT YOUR BID PROPOSAL?

E. DID YOU COMPLETE AND SUBMIT THE MANDATORY BIDDER RESPONSIBILITY CRITERIA INFORMATION FORM?

F. IF APPLICABLE, DID YOU ACKNOWLEDGE RECEIPT OF ADDENDUMS?

G. DID YOU READ THE 'NON-COLLUSION DECLARATION' AND 'NOTICE TO ALL BIDDERS' STATEMENTS?

As a condition of award, the bidder's attention is especially called to the following forms, which must be provided UPON REQUEST:

A. ACKNOWLEDGEMENT OF CONTRACTOR LAWFUL HIRING COMPLIANCE ENROLLMENT FORM (E-VERIFY).

B. A FULL AND COMPLETED COPY OF THE E-VERIFY MEMORANDUM OF UNDERSTANDING (MOU) ISSUED BY HOMELAND SECURITY.

The following forms are to be executed and submitted to the contracting agency by the successful bidder after the contract is awarded:

A. CONTRACT

This agreement is to be executed by the successful bidder.

B. CONTRACT BOND

This form is to be executed by the successful bidder and their surety company.

C. DECLARATION OF OPTION FOR INVESTMENT OF RETAINED PERCENTAGE

This agreement is to be executed by the successful bidder.

D. WAGE LAW INTENT AND AFFIDAVIT

This shall be completed in accordance with State Law.

E. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

This is to be executed by the successful bidder.

F. SUBMITTAL OF WEEKLY CERTIFIED PAYROLL REPORTS FOR ALL WORKERS ON THE PROJECT

Failure to submit correct and timely certified payrolls will delay payment.

G. AFFIDAVIT OF E-VERIFY COMPLIANCE

To be completed prior to final payment.

ACKNOWLEDGEMENT OF CONTRACTOR LAWFUL HIRING COMPLIANCE ENROLLMENT

Re: City of Camas Public Work Contractor Lawful Hiring Compliance
(Also referred to as E-Verify)

When specified as a condition of contract award, the Contractor shall enroll in the E-Verify program through the United States Department of Homeland Security and thereafter shall provide the City with a copy of the Memorandum of Understanding (issued by Homeland Security), UPON REQUEST, and this acknowledgement affirming their enrollment and participation in the program. The Contractor shall be required to continue their participation in the program throughout the course of their contract with the City. Prime contractors shall require and verify that each of their subcontractors and lower tiered subcontractors are also enrolled and participants in the E-Verify program. This is intended to be used exclusively for employees hired after award and for the duration of the contract with the City of Camas.

Your signature below indicates acceptance of these terms:

Signature of Owner or Authorized Corporate Officer

Date

Company Owner/Officer's name printed

Company

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.

DOT 272-0361 EF

BID BOND
ACKNOWLEDGEMENT

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

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices, must be provided as required by law. The following forms as indicated below are acceptable and shall be attached hereto:

_____ CASH	IN THE AMOUNT OF _____
_____ CASHIER'S CHECK	_____ DOLLARS
_____ CERTIFIED CHECK	(\$ _____) PAYABLE TO THE CITY
_____ PROPOSAL BOND	TREASURER OF CAMAS, WASHINGTON, IN
	THE AMOUNT OF 5% OF THE BID.

The failure to furnish a Bid deposit of a minimum of 5 percent (5%) with the Bid or as a physical supplement to the electronic Proposal Form shall make the Bid nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

SIGNATURE OF OWNER OR AUTHORIZED CORPORATE OFFICER

FIRM NAME _____

ADDRESS _____

PART TWO
CONTRACT DOCUMENTS

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, between the City of Camas under and by virtue of Title 35A RCW (cities and towns), 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:

I. The Contractor shall do all work and furnish all tools, materials and equipment for **Camas Library Interior Building Improvements, City of Camas Project No. FAC23007**, in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

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 constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Camas. In all respects, the Contractor is an independent Contractor, and not an employee of the City of Camas.

II. The City of Camas 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 in accord with the attached plans and 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 at the time and in manner and upon the conditions provided for in this contract.

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

IV. The Contractor shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

V. The Contractor shall provide a material, labor, and equipment guarantee for the work performed under this contract for a period of one year from the Date of Acceptance as shown on the Notice of Completion for Public Works Projects. All work shall be free of defect in workmanship or materials. Upon notice, the Contractor shall make all repairs promptly at no cost to the City. Failure to repair or replace defects in a manner satisfactory to the Engineer will constitute a breach of this contract.

VI. The Contractor is obligated to affirm its enrollment and participation in the E-Verify program as written in these specifications and per Camas Ordinance 2626.

VII. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.

City of Camas, Washington in accordance with the provisions of Title VI of the Civil Rights Act of 1964 {78 Stat. 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notified all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.

VIII. The Contractor is obligated to pay Washington State Department of Labor and Industries Prevailing Wage Rates for Clark County effective November 6, 2025.

IX. The Contractor further acknowledges the following provisions and agrees to comply with the conditions as set forth therein:

THIS PROJECT REQUIRES A CONTRACT BOND FOR 100% OF THE CONTRACT AMOUNT.

X. The Contractor shall certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State or Federal department or agency.

XI. The Contractor shall not propose or contract with any person or entity that is currently debarred, suspended, and ineligible contractors and grantees.

XII. It is further provided that no liability shall attach to the City of Camas by reason of entering into this contract, except as provided herein.

XIII. The Contractor shall maintain its records and accounts so as to facilitate audit requirements as established by the Office of the State Auditor and shall require subcontractors to do the same.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor of the City of Camas has caused this instrument to be executed by and in the name of the said City of Camas the day and year first above written.

Executed by the Contractor _____, 20__.

Contractor

Executed by the Local Agency _____, 20__.

Mayor of the City of Camas

Approved as to Form

City of Camas Attorney

DECLARATION OF OPTION FOR INVESTMENT OF RETAINED PERCENTAGE

I hereby elect to have the retained percentage of this contract held in a fund by the City of Camas until forty-five (45) days following final acceptance of the work per RCW 60.28.011.

Signed _____

Date _____

I hereby elect to have the City of Camas invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.021. The City will select the repository.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Camas shall not be liable in any way for any costs or fees in connection herewith.

Signed _____

Date _____

CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That _____

of _____, as Principal, and _____

as Surety, are jointly and severally held and bound unto the City of Camas, Washington,

in the penal sum of Dollars (\$_____), for the payment of which we jointly and severely 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., 20____, the said _____,

Principal, herein, executed a certain contract with the City of Camas, Washington,

by the terms, conditions and provisions of which contract the said _____,

Principal, herein, agree to furnish all material and do certain work, to wit: That

_____ will undertake and

complete the construction of these **Camas Library Interior Building Improvements, City of Camas Project No. FAC23007**, 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 here set forth at length. The bond shall cover all approved change orders as if they were in the original contract.

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 within **one hundred sixty (160) calendar days**, 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, subcontractors and material men, and all persons who shall supply such contractor or subcontractor 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.

WITNESS our hands this _____ day of _____, 20__

PRINCIPAL

ATTORNEY-IN-FACT, SURETY

NAME AND ADDRESS, LOCAL OFFICE OF AGENT

APPROVED:

CITY OF CAMAS, WASHINGTON

BY: _____
MAYOR, CITY OF CAMAS

DATE: _____, 20__

SURETY BOND NUMBER _____

The United States Department of Transportation
Appendix A of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, Age, disability, income-level or LEP.
4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix E of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

PART THREE
AFFIDAVIT OF E-VERIFY COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH
PUBLIC WORK CONTRACTOR LAWFUL HIRING
COMPLIANCE (E-VERIFY)

***COMPLETE AND RETURN THIS FORM
AT COMPLETION OF THIS PROJECT***

_____ being first duly sworn, on her/his oath says that Contractor,
Subcontractors, and all Lower Tiered Subcontractors have complied with the terms and conditions for the E-Verify
program as written in the contract and project specifications for:

**Camas Library Interior Building Improvements
City of Camas, Project No. FAC23007**

Contractor

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public in and for
State of Washington, residing in

My commission expires:

**Prior to issuance of final payment, this form must be signed,
Notarized, and submitted to the City of Camas.**

PART FOUR

AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the current updated 2021 version of the Standard Specifications for Road, Bridge, and Municipal Construction, as of the Call for Bids date.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

WSDOT manuals and publications are updated continuously and revisions are issued periodically. It is the responsibility of bidders to make sure they have the current versions, regardless of the manual format or means of transmission.

Publications on the WSDOT web page are the most recent versions and can be downloaded and printed without charge.

Please check Standard Specifications Manual at

<https://wsdot.wa.gov/Publications/Manuals/M41-10.htm> for the most current specifications.

<https://wsdot.wa.gov/Publications/Manuals/M41-10.htm>

PART FIVE
SPECIAL PROVISIONS

SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

(July 31, 2007 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, current updated version, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the date of the GSP and its source, as follows:

(May 18, 2007 APWA GSP)

(August 7, 2006 WSDOT GSP)

(April 2, 2007 2010 GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current updated version
- *City of Camas Design Standards Manual*, current edition

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

DIVISION 1

GENERAL REQUIREMENTS

1-00 GENERAL

(*****)

These Special Provisions add to and are in addition to the current edition of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction. They are to be used in conjunction with the Standard Specifications. These Special Provisions, where in conflict with the Standard Specifications, shall take precedence.

The City of Camas Design Standards Manual shall add to and are in addition to the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction and the Standard Plans.

APWA Special Provisions have been inserted into these Project Special Provisions and are denoted as such.

(date, APWA GSP) Notes an APWA Special Provision

(*****)

Notes a Project Specific Special Provision.

The Contractor shall meet the requirements of the Standard Specifications along with these Special Provisions.

1-01 DESCRIPTION OF WORK

(*****) August 23, 2024 COC

This contract covers work to be performed at the City of Camas Library located at 625 NE 4th Avenue, Camas, Washington. The scope of services includes interior renovation of the library per these contract documents and technical specifications.

Work shall include but is not limited to non-structural partitions, floor, wall, and ceiling finishes, casework, built-up flooring, redistribution of HVAC in Children's Library, interior lighting, interior power distribution, associated demolition and any related components shown within the plans and technical specifications to provide a complete and functional installation.

- Camas Public Library shall remain open during the entirety of the project. Contractor to maintain operation of the existing systems during construction and shall sequence demolition and construction schedule. Occupancy interruptions require owner notice of not less than 72 hours. Plan construction operations to accommodate construction, infection control, safety regulations, emergency egress, work by separate contracts, work by owner, and first responder public access to public right-of-way, site, and existing facilities.
- Contractor to remove the following before construction starts and reinstall when complete: furnishings and bookstacks.
- Items noted NIC – Not in Contract – will be furnished and installed by the Owner.
- Equipment or parts scheduled for removal shall become property of the Contractor unless noted otherwise in the construction plans and technical specifications.
- Prohibit smokeless tobacco, smoking, and vaping within buildings and within 25 feet of building exterior. Prohibit controlled substances on site.

- Bidder shall provide spare parts and attic stock as indicated within the construction plans and technical specifications.

1-01.3 Definitions

(January 19, 2022 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, and the final work day before Liquidated Damages

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.

(*****) August 1, 2018 COC

The following new definitions are added to this section:

City

The City of Camas as determined by the jurisdiction in which the facilities are being constructed.

Standard Details

The City of Camas Design Standards Manual, incorporated into the Contract Documents by reference above, is also referred to as Standard Details

The definition for **Engineer** is replaced with the following:

Engineer or Project Engineer

For improvements constructed by private contract, shall mean the Project Engineer or Project Manager, for purposes of approval of changes to, and final acceptance of, the facilities that are or will become public facilities.

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

(*****) April 9, 2020 COC

Bidders must meet the minimum qualifications of RCW 39.04.350(1), as amended:

“Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:

- (a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
- (b) Have a current state unified business identifier number;
- (c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
- (d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).”
- (f) **CONTRACTOR EXPERIENCE**
 - (i) The Contractor shall have successfully completed at least three (2) interior renovation projects of comparable size, complexity, and scope within the last five (5) years.
 - (1) At least one (1) project shall demonstrate successful coordination of construction in an active/occupied public facility.
 - (ii) The Contractor shall provide references, including owner and architect contact information, for each project.
 - (iii) Demonstrated ability to manage specialty subcontractors (millwork, finish carpentry, low-voltage/data, security, and library-specific furniture installations) is required.
- (g) **KEY PERSONNEL**
 - (i) Project Manager: Minimum of five (5) years of experience managing interior renovation projects of comparable scale.
 - (ii) Superintendent: Minimum of ten (10) years of field experience, including five (5) years supervising renovation projects in occupied public facilities.

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Bid Specifications, Contract Documents, and Construction drawings	*** 3 ***	Furnished automatically upon award.
Electronic versions (pdfs) of the Bid Specifications, Contract Documents, and Construction Drawings	*** 1 ***	Furnished automatically upon award.

Contractor shall be responsible for producing additional copies beyond those listed in the table above, at no additional cost to Owner.

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

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.

1-02.6 Preparation of Proposal

(July 11, 2018 APWA GSP)

Supplement the second paragraph with the following:

If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.

Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

The fifth and sixth paragraphs of Section 1-02.6 are deleted.

1-02.9 Delivery of Proposal

(December 19, 2019 APWA GSP, Option A)

Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name, Project Number, Contractor name and Contact information indicating the contents contain a bid proposal as stated within the call for bids.

1-02.12 Opening of Proposal

*(*****) April 9, 2020*

Section 1-02.12 is supplemented with the following:

Date of Opening Bids

Sealed bids will be received at the following location before the specified time:

At Administrative Services, 616 NE 4th Avenue, Camas, Washington, 98607 until the bid opening time and date noted on the call for bids. Administrative Services is located on the first floor of Camas City Hall.

1-02.13 Irregular Proposals

(December 19, 2019 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged 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.
2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(May 17, 2018 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 mandatory and supplemental criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others 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.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

1-02.15 Pre Award Information

(October 1, 2005 APWA GSP)

Revise this section to read:

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

1. A sworn affidavit that all materials to be used on this project are American made,
2. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
3. Samples of these materials for quality and fitness tests,
4. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
5. A breakdown of costs assigned to any bid item,
6. Attendance at a conference with the Engineer or representatives of the Engineer,
7. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located,

8. A copy of State of Washington Contractor's Registration,
9. Or any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

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

1-03.3 Execution of Contract

*(*****) COC – April 9, 2020*

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 14 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 **14** additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

1-04 SCOPE OF THE WORK

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

*(*****) January 1, 2024 COC*

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 – WSDOT/APWA Standard Specifications, Division 1 General Requirements.
4. Technical Specifications
5. Contract Plans,
6. Amendments to the Standard Specifications,
7. Standard Specifications,
8. Contracting Agency's Standard Plans or Details (if any), and WSDOT Standard Plans for Road, Bridge, and Municipal Construction

1-05 CONTROL OF WORK

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2025 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.

1-05.12 Final Acceptance

*(*****) October 29, 2020 COC*

Section 1-05.12 is supplemented with the following:

By signing the Contract the Contractor agrees to provide a material, labor, and equipment warranty for the work performed for a period of two (2) years from the acceptance date, for all work to be free of defect in materials or workmanship. All warranty related repairs will be made promptly upon notification to the Contractor at no cost to the City. The Contract Bond shall cover 100% of the work proposed in this contract, and as modified by change order, for a period no shorter than one calendar year (365 Days) from the date of Final Acceptance as established by the contracting agency.

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

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.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(COC – April 9, 2020)

Section 1-07.1 is supplemented with the following:

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

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

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

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

1-07.2 State Taxes

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all

Contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this Contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

1-07.5(3) State Department of Ecology

(*****) *March 24, 2020 COC*

Item No. 2. in the first paragraph is revised to read:

2. Perform Work in such a manner that all materials and substances not specifically identified in the Contract documents to be placed in the water do not enter waters of the State, including wetlands. These include, but

are not limited to, petroleum products, hydraulic fluid, fresh concrete, concrete wastewater, process wastewater, slurry materials and waste from shaft drilling, sediments, sediment-laden water, chemicals, paint, solvents, or other toxic or deleterious materials. **Also included are slurries generated due to saw cutting of cement concrete and asphalt concrete surfaces and structures.**

1-07.6 Permits and Licenses

1-07.6 Permits and Licenses

Section 1-07.6 is supplement with the following:

(*****)

The contracting Agency has obtained the below listed permits for the project. The contractor shall obtain any additional permits needed as necessary. All costs to obtain additional permits shall be included in the applicable bid items for the work involved.

Permit	Permitting Agency	Permit Status
Building Permit	City of Camas	City has Obtained. Permit will be transferred to Contractor.
Electrical Permit	WA LNI	Contractor to Obtain
Additional Permits	Dependent	Contractor to Obtain

1-07.17 Utilities and Similar Facilities

(*****) April 21, 2020 COC

Section 1-07.17 is supplemented by the following:

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

The Contractor shall call the Utility Location Request Center (One Call Center), for field location, not less than two nor more than ten business days before the scheduled date for commencement of excavation which may affect underground utility facilities, unless otherwise agreed upon by the parties involved. A business day is defined as any day other than Saturday, Sunday, or a legal local, State, or Federal holiday. The telephone number for the One Call Center for this project may be obtained from the Engineer. If no one-number locator service is available, notice shall be provided individually to those owners known to or suspected of having underground facilities within the area of proposed excavation.

The Contractor is alerted to the existence of Chapter 19.122 RCW, a law relating to underground utilities. Any cost to the Contractor incurred as a result of this law shall be at the Contractor's expense.

No excavation shall begin until all known facilities, in the vicinity of the excavation area, have been located and marked.

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

Clark Public Utilities
Construction Services
John Pilling
360.992.8814
jpilling@clarkpud.com

City of Camas
Water & Sewer Department
Brandonn Prather
360.817.7288 / cell: 360.921.2873
bprather@cityofcamas.us

Ziply/Frontier Communications
John Bielec
503.367.5106
john.bielec@ftr.com

City of Camas
Street Department
Will Noonan
360.817.7213 / cell: 360.518.8164
wnoonan@cityofcamas.us

Northwest Natural Gas
Juan-Carlos Sanchez
Direct: 971.979.6882 / cell: 541.255.6359
Juan.Sanchez@nwnatural.com

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, 2016 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, terms and coverage, the certificate of insurance, and or endorsements.
- 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. The insurance policies shall contain a "cross liability" provision.

- 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 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice. All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum 30 days prior written cancellation notice to the contracting agency of any cancellation in any insurance policy.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of Contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

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

- The City of Camas and its officers, elected officials, employees, agents, and volunteers
- Johnston Architects, and its officers, employees, agents, and volunteers

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Contractor's Commercial General Liability and Automobile Liability insurance. The Public Entity shall be named as an additional insured on the Contractor's Excess or Umbrella Liability insurance policy. The Excess or Umbrella insurance coverage will drop down when underlying policy aggregate limits are exhausted.

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident
\$1,000,000	Disease Policy limit
\$1,000,000	Disease- Each Employee

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

\$2,000,000	Combined single limit each accident
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1-07.18(5)C Workers' Compensation

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

1-07.18(5)K Professional Liability

(January 4, 2016 APWA GSP)

The Contractor and/or its Subcontractor(s) and/or its design consultant providing construction management, value engineering, or any other design-related non-construction professional services shall provide evidence of Professional Liability insurance covering professional errors and omissions.

Such policy shall provide the following minimum limits:

\$2,000,000	per claim and annual aggregate
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If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability insurance shall include coverage for Environmental Professional Liability.

If insurance is 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.

1-07.18(5)C Workers' Compensation

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

Contractors Using Unmanned Aerial Systems (UAS)

Aviation Liability or Aircraft Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. This coverage may also be provided by endorsement to the Contractor's Commercial General Liability Insurance policy.

Reduced Insurance Requirement

Section 1-07.18 is revised as follows:

Item number 1 in the first paragraph is deleted.

Item number 2 is revised to read:

2. Commercial General Liability Insurance written under ISO Form CG0001 or its equivalent with minimum limits of \$2,000,000 per occurrence and in the aggregate for each policy year. Products and completed operations coverage shall be provided for a period of one year following final acceptance of the work. The Contracting Agency shall be named as an additional insured on the policy.

1-07.23(1) Construction Under Traffic

(*****) August 1, 2018 COC

Allowable Lane and Road Closure Requirements.

No road closures will be allowed during the work of this project.

Material Delivery Subcontractors

(*****) August 1, 2018 COC

According to prevailing wage laws in the State of Washington (Chapter 39.12 RCW and as defined by WAC 296-127-018), any person that delivers materials such as cement concrete or asphalt to a work site, regardless of the method of material placement, is considered a subcontractor, and is subject to receiving prevailing wages, and all other conditions as required by law.

Cement Concrete and Asphalt

A material supplier delivery driver is to be paid prevailing wages for their covered travel time as outlined in WAC 296-127-018 subsection 1-3. Said material supplier /S considered a subcontractor and must comply with the requirements of 39.12 RCW.

Crushed Rock, Gravel, Sand, or other similar materials

A material supplier delivering materials to a designated stockpile (i.e. crushed rock or other similar material) are not subject to prevailing wage as outlined in 39.12 RCW. A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and

transported to another location on the project site in order to be incorporated into the project (WAC 296-127-018 subsection 4).

1-08 PROSECUTION AND PROGRESS

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

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.

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

1-08.0(2) Hours of Work

(***)** August 1, 2018 COC

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the contract shall be any consecutive 8-hour period between 7:00 a.m. and 5:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

The Contractor shall not be allowed to perform any work on City recognized holidays, Saturdays, Sundays, or before 7:00 a.m. or after 6:00 p.m. on any week day. Camas may require that no work be performed during Camas Days in Late July.

Any work to be performed on Saturdays shall be approved in advance by the Contracting Agency. If approved, work hours shall be limited to 8:00 a.m. to 5:00 p.m. only.

The contractor is required to coordinate their construction schedule of activities with the library staff in an effort to minimize impacts to library patrons and staff.

1-08.5 Time for Completion

(*****) August 1, 2018 COC

Section 1-08.5 is supplemented with the following:

This is anticipated to be physically completed within **one hundred sixty (160) Calendar Days** following the date of Notice to Proceed, unless amended by change order.

The Engineer will give the Contractor written notice of the physical completion date for all work the Contract requires. This date shall constitute the substantial completion date of the Contract, but shall not imply the City's acceptance of the work or the contract. Formal acceptance of the project shall be done by Camas City Council action when the final pay estimate is processed.

1-09 MEASUREMENT AND PAYMENT

1-09.9 Payments

Delete the first four paragraphs and replace them with the following:

(March 13, 2012 APWA GSP)

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

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

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

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

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

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

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

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

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

Supplement this section with the following:

(*****)

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

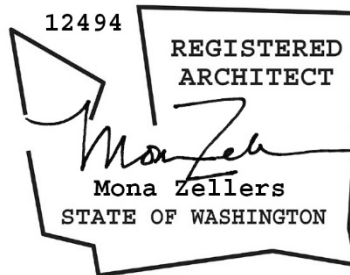
PART SIX

WASHINGTON STATE

HOURLY PREVAILING WAGE RATES

- **Journey level wage rates are not included in this packet for your reference.** Journey and apprentice rates applicable to this project can be looked up at the Washington State Department of Labor and Industries web site at **www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/**
- Washington State LNI wage rates for Clark County effective date **November 6, 2025.**
- The City of Camas will mail a hard copy of the applicable prevailing wage rates upon request.

STAMPS



APPENDIX I: SPECIFICATIONS

APPENDIX II: LEAD AND ASBESTOS REPORT

APPENDIX III: PLAN SET