



MASON

CONSERVATION DISTRICT

450 West Business Park Road
Shelton, Washington 98584
(360) 427-9436

NOTICE TO BIDDERS

March 27, 2026

Parking Area Grading and Gravel Surfacing MCD Contract #2026-07

MASON CONSERVATION DISTRICT (MCD) is requesting bids from qualified parties to grade and surface MCD's vehicle parking and equipment storage area. MCD's office (located at 450 W. Business Park Rd, Shelton, WA 98584) currently has a fenced-in storage area that houses the District's work vehicles and other equipment. This area recently had a new fence installed that expanded the previous parking/ storage footprint to accommodate more vehicles and equipment. The previously fenced-in area is partially graveled while the newly encompassed area is not. The Work under this Contract involves: moving a 20-foot shipping container inside the fenced-in area, removing all necessary sod/topsoil, disposing of all sod/topsoil (that can't be used as fill or spread), grading and properly preparing the existing ground surface (approximately 12,304 square feet) for gravel surfacing, installing appropriate geotextile fabric on the graded surface, importing 3/4-inch minus crushed rock to be spread, compacted, and properly graded to drain water away from existing structures, and moving the 20-foot shipping container back inside the fenced-in area and placing it along the south fence line after all crushed rock has been spread. The imported 3/4-inch minus crushed rock shall be spread and compacted in two (2), 3-inch lifts. It's estimated that 228 cubic yards of 3/4-inch minus crushed rock will be needed to complete the surfacing within the fenced in parking/ storage area. The Contractor shall supply all material, equipment, operators, and personnel necessary to complete the Work as specified.

All Work under this Contract requires payment of prevailing wages in accordance with Washington State laws.

All bids must be accompanied by a completed "Bid Proposal," "Subcontractor List, Non-Collusion Declaration & Intent to Pay Washington State Prevailing Rate of Wages," "Certification of Compliance with Wage Payment Statutes," and "Mandatory Bidder Responsibility Checklist" as set out in these Contract documents. A bid bond is not required on this project.

The Contractor chosen for this project shall obtain a Performance and/or Payment Bond for 100% of the Contract amount **OR** may elect to instead have Mason Conservation District retain 10% of the Contract amount in lieu of furnishing a Performance and/or Payment Bond. If the Contractor elects this option, the retainage shall be held for a period of thirty (30) days after the date of final

acceptance, or until receipt of all necessary releases from the Departments of Revenue and of Labor and Industries and settlement of any liens filed under RCW 60.28, whichever is later. The Contractor must advise the Contracting Agency in writing of the Contractor's election to authorize retainage in lieu of a bond, at the time of execution of the Contract.

BIDS will be received for the “**Parking Area Grading and Gravel Surfacing**” project (**not to exceed \$12,000**) until **10:00 A.M. Thursday, April 30th, 2026**, at which time they will be publicly opened and read at the Mason Conservation District office located at 450 W. Business Park Rd., Shelton, WA 98584. Prospective bidders are encouraged to reach out to Andy Sorter at asorter@masoncd.org to schedule a site visit prior to submitting their bids. Please submit site visit requests at minimum 24 hours prior to the requested date and time of site visit. All site visit requests shall be submitted prior to 10 A.M. on April 20th, 2026. No site visits with MCD will be allowed after April 21st, 2026. Bidders may submit questions by way of email to Andy Sorter at asorter@masoncd.org. All questions must be submitted by email prior to 5 P.M. on April 23rd, 2026. All responses will be published on <http://bxwa.com> by the end of day, April 27th, 2026.

MAJOR BID ITEMS will include: Grubbing & Subgrade Preparation, Lump Sum (L.S.); Geotextile Fabric (Delivered & Installed), L.S.; Crushed Rock Spreading, Grading, & Compaction, L.S.; and Crushed Rock Delivered (3/4-inch minus), Cubic Yard (C.Y.).

PLANS, SPECIFICATIONS, ADDENDA, PROPOSAL FORMS, BIDDERS LIST, AND PLAN HOLDERS LIST for this project are available free-of-charge to Prime Bidders, Sub-contractors, and Vendors by going to <http://bxwa.com> and clicking on: “**Posted Projects**”; “**Public Works**”; “**Mason Conservation District**”; and “**Projects Bidding**”. Bidders are encouraged to “Register” in order to receive automatic email notification of future addenda and job shows, and to place themselves on the self-registered “Bidders List.” This on-line plan room provides Bidders with fully useable on-line documents, with the ability to: download, print to your own printer, order full/partial plan sets from numerous reprographic sources (on-line print order form), and a free on-line digitizer/take-off tool. Contact **Builders Exchange of Washington** at 425-258-1303 should you require assistance.

ALL BID PROPOSALS must be received on or before the day and hour of the above-mentioned bid opening. Bid Proposals must be in writing or electronically filled out on forms furnished from the **Builders Exchange of Washington**. Bid Proposals (including all required attachments) shall be submitted to Mason Conservation District by one of the following methods:

1. Attach and email Bid documents to accounting@masoncd.org. Bid documents containing required initials and signatures must be signed using a digital signature. Emails containing the attached completed Bids shall include, in the email title, the project name and Bidder's name. **Please send a separate email to accounting@masoncd.org requesting confirmation that Mason Conservation District received the submitted bid.**
2. Deliver (in person or through parcel/ mail carrier) hard copy Bid documents in a sealed 12” x 9” envelope, with an indication on the front bottom left corner of said envelope, the project name, name of bidder, and date and time of opening. Deliver Bid documents to:

***Mason Conservation District
Parking Area Grading and Gravel Surfacing, MCD #2026-07
450 W. Business Park Road
Shelton, WA 98584***

Proposals that are received as required will be publicly opened and read on the day and hour of the above-mentioned bid opening. Mason Conservation District will not open or consider any Bid

Proposal that is received after the bid opening date and time or received in a location other than that specified in this Notice to Bidders. Bidders are not required to be present at the public opening of Bid Proposals. Bidders may request a “virtual viewing” of the public bid opening by sending an email to asorter@masoncd.org requesting an invitation to the virtual viewing a minimum of 24 hours prior to the public bid opening date and time listed above. After the Bid Opening, Bidders may obtain bid results from Mason Conservation District by calling the number or email listed on the cover of the bid package.

MASON CONSERVATION DISTRICT reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities and to contract as to the best interest of the Mason Conservation District. It is the intent of Mason Conservation District to award a contract to the lowest cost responsible bidder. Before award, the bidder must meet the following Bidder Responsibility Criteria to be considered a responsible bidder. The bidder may be required by Mason Conservation District to submit documentation demonstrating compliance with the criteria. The bidder must:

1. At the time of bid submittal, have a current certificate of registration as a contractor in compliance with RCW 18.27;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - a. Have Industrial Insurance (workers’ compensation) coverage for the bidder’s employees working in Washington, as required in RCW 51;
 - b. Have a Washington Employment Security Department number, as required in RCW 50;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in RCW 82;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. Shall be active and in good standing with the Washington State Secretary of State’s Office, the Department of Revenue, and the Department of Labor & Industries;
6. Within the three-year period immediately preceding the date of the bid solicitation, not have been 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 to have willfully violated, as defined in RCW 49.48.082, any provision of RCW 49.46, 49.48, or 49.52. A bidder shall submit a signed “Certification of Compliance with Wage Payment” form with the bid form regarding this wage theft prevention responsible bidder criteria.
 - a. Submit a signed statement in accordance with RCW 9A.72.085 verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement of section 5, above.
7. Complete the “Mandatory Bidder Responsibility Checklist” form and submit with completed bid.

If Mason Conservation District determines that the low bidder does not meet the Bidder Responsibility Criteria above and is therefore not a responsible bidder, Mason Conservation District 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 Mason Conservation District’s determination by presenting additional information to Mason Conservation District. Mason Conservation District will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, Mason Conservation District will not execute a contract with any other bidder until two (2) business days after the bidder determined to be not responsible has received the final determination.

Please submit any questions you may have to Andy Sorter at asorter@masoncd.org or by phone at 360 968-0736.

DATED this 27th day of March, 2026.

Andy Sorter, P.E.

Mason Conservation District

Mason County, WA

(360) 968-0736

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BID PROPOSAL
Parking Area Grading and Gravel Surfacing
MCD Project #2026-07

Project Bidders,

This certifies that the undersigned has examined the location of the above-cited project and the Plans and Specifications and Contract governing the work embraced in this project, and that the method by which payment will be made for said work is understood. The undersigned also acknowledges that this is a public works contract, requiring payment of prevailing wages in accordance with Washington State laws.

The undersigned hereby proposes to undertake and complete the work embraced in the project, or as much thereof as can be completed with the funds available, in accordance with said Plans, Specifications, and Contract and the following schedule of rates and prices:

Contract Items					
Item No.	Item Description	Unit	Total Quantity	Unit Price	Total Price
1.	Grubbing & Subgrade Preparation	L.S.	1		
2.	Geotextile Fabric (Delivered & Installed)	L.S.	1		
3.	Crushed Rock Spreading, Grading, & Compaction	L.S.	1		
4.	Crushed Rock Delivered (3/4-inch minus)	C.Y.	228		
Subtotal:					\$
8.6% Sales Tax:					\$
Total Contract Bid:					\$

Signature of Authorized Official

Date



SUBCONTRACTOR LIST

To Be Submitted with the Bid Proposal

Project Name: Parking Area Grading and Gravel Surfacing, MCD #2026-07

The following list identifies specific required categories of work and firms with whom bidder will subcontract for said work. Additionally, bidder shall also list names of each subcontractor whose subcontract amount would be more than 10% of the bid price. The bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates in which case the bidder must indicate which subcontractor will be used for which alternate(s). **If no subcontractors are to be used, please write "N/A" or "None" in the first line.**

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed next to the subcontractor(s) name.

If RCW 39.30.060 requires a proof of license, the license number of that Subcontractor is required. To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name

(and License Number if required)

Work to be performed

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____
- 8) _____

If additional space is required, provide same level of information on a separate sheet.

Name of Firm: _____

Signed by Official Capacity: _____

NON-COLLUSION DECLARATION & INTENT TO PAY WASHINGTON STATE PREVAILING RATE OF WAGES

Parking Area Grading and Gravel Surfacing
MCD Project #2026-07

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.
3. The undersigned hereby agrees to pay labor not less than the prevailing rate of wages of Washington State.

Signature of Authorized Official

Date





CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (March 27th, 2026), 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 declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State or

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



MANDATORY BIDDER RESPONSIBILITY CHECKLIST

This form shall be completed in its entirety and submitted with the bid. Failure to submit and meet the requirements as stated shall be grounds for rejection of the bid. Mason Conservation District will be the sole judge in determining if the prospective Contractor meets the minimum experience requirements.

Contractor

Name

Address

Phone

Contact Person

Contractor Registration

Contractor's License Number

Expiration Date

Washington Unified Business Identifier (UBI) Number

In active and good standing with:

Washington State Secretary of State's Office: Yes No
Department of Revenue: Yes No
Department of Labor & Industries: Yes No

If applicable:

Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington: Yes No Number: _____

Have a Washington Employment Security Department number: Yes No
Number: _____

Have a Washington Department of Revenue state excise tax registration number: Yes No
Number: _____

Disqualified from bidding on any public works contract: Yes No

PROJECT OVERVIEW

Mason Conservation District (MCD) is requesting bids from qualified parties to grade and surface MCD's vehicle parking and equipment storage area. MCD's office (located at 450 W. Business Park Rd, Shelton, WA 98584) currently has a fenced-in storage area that houses the District's work vehicles and other equipment. This area recently had a new fence installed that expanded the previous parking/ storage footprint to accommodate more vehicles and equipment. The previously fenced-in area is partially graveled while the newly encompassed area is not. The Work under this Contract involves: moving a 20-foot shipping container inside the fenced-in area, removing all necessary sod/topsoil, disposing of all sod/topsoil (that can't be used as fill or spread), grading and properly preparing the existing ground surface (approximately 12,304 square feet) for gravel surfacing, installing appropriate geotextile fabric on the graded surface, importing 3/4-inch minus crushed rock to be spread, compacted, and properly graded to drain water away from existing structures, and moving the 20-foot shipping container back inside the fenced-in area and placing it along the south fence line after all crushed rock has been spread. The imported 3/4-inch minus crushed rock shall be spread and compacted in two (2), 3-inch lifts. It's estimated that 228 cubic yards of 3/4-inch minus crushed rock will be needed to complete the surfacing within the fenced in parking/ storage area. The Contractor shall supply all material, equipment, operators, and personnel necessary to complete the Work as specified.

PROJECT SCHEDULE

The project shall commence no earlier than May 4, 2026, and shall be completed no later than May 30, 2026. The Contractor shall give MCD at least 7 days' notice prior to the commencing any earthwork on this project.

PROJECT REQUIREMENTS

General:

- Equipment chosen to be used by the Contractor shall have the capabilities to complete all Work specified in a safe and timely manner.
- Contractor shall be responsible for operating equipment safely and within the capabilities of the equipment. MCD assumes no responsibility for damage to equipment due to work which is within the scope of this Contract. If the Contractor believes that work is unsafe, they shall immediately notify MCD. If the Contractor believes that any work is outside the scope of the Contract, the Contractor shall notify MCD.
- The Contractor agrees to assume sole and complete responsibility for job site conditions during the course of Work on this project, including safety of all person and property, and further agrees that this requirement shall apply continuously and not be limited to normal working hours.
- The Contractor shall be responsible for implementing all temporary erosion control measures. The erosion control measures shall be in accordance with all federal, state, and local requirements. The Contractor shall be responsible for the maintenance and performance of the temporary erosion control measures throughout the duration of the project.
- The Contractor is responsible for having utilities located prior to project commencement.

- All Work under this Contract requires payment of prevailing wages in accordance with Washington State Laws. The Washington State Department of Labor & Industries Prevailing Wage Rates for Public Works Contracts can be found here (prevailing wage rates for Mason County with an effective rate date of the bid opening date as specified in the “Notice to Bidders”). <https://secure.lni.wa.gov/wagelookup/rates/journey-level-rates>

“Grubbing & Subgrade Preparation” (bid line item #1):

Prior to grubbing and subgrade preparation, the Contractor shall move the 20-foot shipping container within the fenced-in area that is to be graveled. The shipping container shall be moved to allow for the ground under the shipping container to be grubbed and subgrade surface prepared for the installation of geotextile fabric and 3/4-inch minus crushed rock. The shipping container may be moved and placed outside of the fenced-in area on the paved apron in front of the “MCD Shop” or other approved location. The shipping container shall be moved back inside the fenced-in area and placed along the south fence line after all crushed rock has been spread.

The Contractor shall grub and remove all necessary sod/topsoil to properly prepare the subgrade surface within the fenced-in parking area. Grubbing and grading of the existing ground shall be done to appropriately prepare the subgrade surface for the installation of geotextile fabric and 3/4-inch minus crushed rock. Any grubbed topsoil material not remaining on-site shall be hauled off-site and disposed of by the Contractor. If any grubbed topsoil material is used as fill or spread on-site, it shall not contain any deleterious material such as wood, organic waste, coal, charcoal, or any other extraneous or objectionable material.

The lump sum bid price for “Grubbing & Subgrade Preparation” shall be full compensation for all time, labor, materials, tools, equipment, and incidentals necessary to grub and remove all necessary sod/topsoil to properly prepare the subgrade surface within the fenced-in parking area. This Work also includes moving the 20-foot shipping container within the fenced-in area and moving it back inside the fenced-in area and placing it along the south fence line after all crushed rock has been properly spread, graded, and compacted. The subgrade surface (approximately 12,304 square feet) shall be graded and prepared appropriately to facilitate the proper installation of geotextile fabric and crushed rock surfacing. The subgrade surface shall be graded to a smooth, uniform condition free from ruts, potholes, and protruding objects such as rocks or sticks. The entire subgrade shall be shaped to a uniform surface, sloped to drain away from existing structures. Excess material that does not drift to low spots during grading and shaping shall be placed where subgrade lacks material or removed from the site. No additional payment shall be made.

“Geotextile Fabric (Delivered & Installed)” (bid line item #2):

The Contractor shall procure, deliver to the project site, and install geotextile fabric on the prepared subgrade surface. The area to be covered by geotextile fabric (approximately 12,304 square feet) shall be graded to a smooth, uniform condition free from ruts, potholes, and protruding objects such as rocks or sticks prior to geotextile installation. The fabric shall be spread immediately ahead of the crushed rock covering operations. The fabric shall be laid smooth without excessive wrinkles. The geotextile fabric shall either be overlapped a minimum of 1-foot at all longitudinal and transverse joints, or the geotextile shall be sewn together. Geotextile fabric shall meet the material requirements of Section 9-33.1 for Separation. Geosynthetic Material Requirements” and Section 9-33.2(1) Geotextile Properties, Table 3 of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction M 41-10, 2025 edition.

The lump sum bid price for “Geotextile Fabric (Delivered & Installed)” shall be full compensation for all time, labor, materials, tools, equipment, and incidentals necessary to procure, deliver to the project site, and appropriately install the geotextile fabric as specified. Approximately 12,304 square feet of prepared subgrade surface will need to be covered by geotextile fabric. No additional payment shall be made.

“Crushed Rock Spreading, Grading, & Compaction” (bid line item #3):

The Contractor shall appropriately spread, grade, and compact the required crushed rock within the fenced-in parking/ storage area (approximately 12,304 square feet). The Contractor shall construct two (2), 3-inch lifts of 3/4-inch minus crushed rock upon the prepared subgrade with geotextile fabric. Each lift shall be compacted prior to the next succeeding layer of crushed rock surfacing. It’s estimated that 228 cubic yards of 3/4-inch minus crushed rock will be required to complete this Work as specified. The finished grade of the crushed rock surface shall have a smooth, tight, uniform surface that slopes away from existing structures.

The lump sum bid price for “Crushed Rock Spreading, Grading, & Compaction” shall be full compensation for all time, labor, materials, tools, equipment, and incidentals necessary to spread, grade, and compact the 3/4-inch minus crushed rock as specified. No additional payment shall be made.

“Crushed Rock Delivered (3/4-inch minus)” (bid line item #4):

The Contractor shall procure and deliver to the project site the necessary quantity and quality of 3/4-inch minus crushed rock to be utilized in the construction of the improved parking/ storage area. The 3/4-inch minus crushed rock shall conform to the specifications of “Top Course and Keystone” in Section 9-03.9(3) “Crushed Surfacing” of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction M 41-10, 2025 edition. It’s estimated that 228 cubic yards of 3/4-inch minus crushed rock will be needed to complete the project.

MCD will measure parking/ storage area crushed rock based on the final count of ticketed cubic yards of 3/4-inch minus crushed rock delivered to the site and incorporated into the Work on this project. All cubic yard tickets shall be presented to MCD for documentation. The total volume of required 3/4-inch minus crushed rock for this project is estimated at 228 cubic yards but the final amount will be determined as work progresses.

The per cubic yard bid price for “Crushed Rock Delivered (3/4-minus)” shall be full compensation for all time, labor, materials, tools, equipment, and incidentals necessary to procure and deliver to the project site the specified 3/4-inch minus crushed rock to complete the Work as specified. Final payment for bid line item “Crushed Rock Delivered (3/4-minus),” will be paid at the per cubic yard bid rate listed in the “Bid Proposal” for the actual cubic yards of 3/4-inch minus crushed rock required and delivered to the site.

DEFINITIONS AND TERMS

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

All references to the terms "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

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

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

All references to "final contract voucher certification" shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid 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 Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays.

Contract Bond

The definition for "Contract Bond" applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

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.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

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.

BID PROCEDURES AND CONDITIONS

Prequalification of Bidders

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

Proposal Forms

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and,

where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

Examination of Contract Documents and Regulations

1. The bidder shall examine the Contract Documents and any other data made available to the bidder relating to the Work and shall comply with all instructions and provisions. The bidder shall promptly notify MCD of ambiguities, inconsistencies, or errors, if any, which it may discover upon examination of the Contract Documents and any other data made available to the bidder relating to the Work. The submission of a Bid shall constitute an acknowledgement upon which MCD may rely that the bidder has thoroughly examined and is familiar with the Contract Documents and has reviewed all applicable federal, state and local statutes, regulations, ordinances and environmental documents relating to the work and all permits which have been applied for and/or issued pertaining to the Work. The failure or neglect of a bidder to examine any of the Contract Documents, statutes, regulations, ordinances, environmental documents or permits shall not relieve the bidder from any obligations with respect to the Contract Documents or the Work.
2. The bidder shall verify that all documents provided by MCD, and upon which the bidder is basing its bid, are full and complete with no missing pages, sheets or unintentional blank spaces. Submittal of a bid indicates the bidder has verified it has obtained all MCD-supplied Contract Documents. No claim for additional work due to missing bid information will be considered.
3. It is the bidder's responsibility to ensure that all Contract Documents electronically downloaded from websites are complete and that all addenda have been reviewed prior to submission of Bid.

Inspection of Work Site

1. Bidder shall inspect and compare the work site and Contract Documents to evaluate the location of the Work, the actual physical conditions of the site, and surface and subsurface conditions ordinarily encountered and generally recognized as inherent in the Work. Bidder shall obtain written permission from MCD prior to entering the work site or conducting physical testing of the work site, except for attendance during a scheduled pre-bid examination.
2. If the bidder finds facts or conditions which appear to conflict with the Contract Documents or with any other data made available to the bidder relating to the Work, the bidder shall promptly notify MCD in writing.

Clarification of Contract Documents

1. Requests for interpretation or reports of ambiguities shall be made in writing and delivered to MCD at least seven calendar days before the Bid submittal deadline. Clarifications, interpretations, or supplemental instructions which change the scope of work and or schedule described in the contract documents, will be issued only in the form of written

addenda. All addenda shall become part of the Contract Documents and any subsequently awarded Contract.

2. Each bidder shall acknowledge the receipt of all addenda issued on its Bid.
3. Bidders shall not rely upon any oral statements or conversations, whether at the pre-bid conference or otherwise, that they may have with MCD employees, agents, or representatives regarding the Contract Documents. No oral clarification or interpretations will be made to any bidder as to the meaning of the Contract Documents. Only published addenda will modify the bid documents.

Pre-Bid Conference

Prospective bidders and primary subcontractors are required to attend a pre-bid conference if stipulated in the Notice to Bidders. Attendees should review the information and safety precautions set forth in the Contract Documents to determine for themselves appropriate protective clothing or equipment. Attendees further agree to indemnify and hold MCD harmless from any and all claims of personal injury arising from their participation in the site visit.

Preparation and Submittal of Bids

1. Bids shall be submitted on the form provided by MCD.
2. All blanks on the bid forms shall be filled in by ink or typed.
3. Alterations, erasures, or interlineations within the blanks, if any, shall be in ink and initialed by the signer of the Bid.
4. The bidder shall make no deletions, additional conditions, or stipulations on the bid form or qualify its Bid in any manner.
5. If Additive Alternate Bid items are included in the bid schedule, the bidder is required to submit prices for the Additive Alternative Bid items in their bid submittal.
6. The Bidder shall submit with the Bid the completed Subcontractor List included in the MCD Proposal Package.
7. The Bidder shall submit with their Bid a completed Certification of Compliance with Wage Payment Statutes form, provided by MCD. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Certification of Compliance with Wage Payment Statutes form is included in the Proposal Forms.

Bid Price

1. All prices on the bid form shall be in U.S. dollars.
2. For lump sum bids the Total Bid shall be submitted.
3. 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.
4. For unit price bids a price shall be submitted for each item of the Work, an extension thereof, and, if requested, the Total Bid.
5. The price on the bid form for that element of Work shall include everything necessary for the prosecution and completion of the Work in accordance with the Contract Documents including, but not limited to, furnishing all required materials, equipment, tools, transportation of Port furnished materials, plant and other facilities and all management, superintendence, labor and services, and field design, except as may be otherwise provided in the Contract Documents.
6. Estimated quantities, if any, set forth on the bid form are estimates only, being given only as a basis for the comparison of Bids, and MCD does not warrant, expressly or by implication, that the actual amount of work will correspond to the estimated quantities. MCD reserves the right to increase or decrease the amount of any class or portion of the

Work and to make changes in the Work as MCD may deem necessary or appropriate. The basis of payment for unit price bid items for which estimated quantities were set forth on the bid form shall be the actual number of unit items provided or performed under this Contract.

7. Prices shall be expressed in figures only.

Bidder's Name and Signature

1. The bid form shall include the legal name and contractor registration number of the bidder and shall indicate whether bidder is a sole proprietor, a partnership, a corporation, joint venture, or other legal entity. The bid form shall be signed by a person legally authorized to bind the bidder to a contract and shall indicate the bidder's address. A bid form signed by an agent shall have a current power of attorney attached certifying agent's authority to bind the bidder. Upon request of MCD, the bidder shall provide corporate or partnership documentation evidencing the bidder's legal status and showing the authority of the person signing the bid form to execute contracts on behalf of the bidder.
2. A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).
3. A bid by a partnership shall be executed in the partnership name and signed by a partner.
4. A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture.

Delivery of Proposal

ALL BID PROPOSALS must be received on or before the day and hour called for in the Notice to Bidders. Bid Proposals must be in writing **or** electronically filled out on forms furnished from the **Builders Exchange of Washington**, and along with proposal deposit. Each Proposal (including all required attachments) shall be submitted to Mason Conservation District by one of the following methods:

1. Attach and email Bid documents to accounting@masoncd.org. Bid documents containing required initials and signatures must be signed using a digital signature. Emails containing the attached completed Bids shall include, in the email title, the project name and Bidder's name. **Please send a separate email to accounting@masoncd.org requesting confirmation that MCD received the submitted bid.**
2. Deliver (in person or through parcel/ mail carrier) hard copy Bid documents in a sealed 12" x 9" envelope, with an indication on the front bottom left corner of said envelope, the project name, name of bidder, and date and time of opening. Deliver Bid documents to:

**Mason Conservation District
Parking Area Grading and Gravel Surfacing, MCD #2026-07
450 W. Business Park Road
Shelton, WA 98584**

Proposals that are received as required will be publicly opened and read as specified in the Section titled "Public Opening of Proposals" and the "Notice to Bidders." Mason Conservation District will not open or consider any Bid Proposal that is received after the time specified in the "Notice to Bidders" for receipt of Bid Proposals or received in a location other than that specified in the "Notice to Bidders." Mason Conservation District will not open or consider any "Supplemental Information" (Written Confirmation Documents or GFE Documentation) that is

received after the time specified or received in a location other than that specified in the “Notice to Bidders.”

If an emergency or unanticipated event interrupts normal work processes of Mason Conservation District so that Proposals cannot be received at the office designated for receipt of bids as specified in the Section titled “Public Opening of Proposals” or the “Notice to Bidders,” the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which the normal work processes of Mason Conservation District resume.

Bidders are not required to be present at the public opening of Bid Proposals.

Withdrawing, Revising, or Supplementing Proposal

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

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. MCD receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by MCD before the time set for receipt of Bid Proposals.

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

Late revised or supplemented Bid Proposals or late withdrawal requests will be date-recorded by MCD and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

Public Opening of Proposals

1. Unless stated otherwise in the Bid Solicitation, all Bids which have been properly identified and received will be publicly opened and the prices read aloud. No evaluation of the Bids will be made at that time except for the announcement of the apparent low bidder.
2. Unless stated otherwise in the Bid Solicitation, public bid opening shall take place in the Conference Room of the Mason Conservation District Office, located at 450 W. Business Park Road, Shelton, WA 98584.
3. Bidders are not required to be present at the public opening of Bid Proposals.
4. Bidders may request a “virtual viewing” of the public bid opening by sending an email to asorter@masoncd.org requesting an invitation to the virtual viewing a minimum of 24 hours prior to the public bid opening date and time as delineated in the Notice to Bidders.
5. After the Bid Opening, Bidders may obtain bid results from Mason Conservation District by calling the number or email listed on the cover of the bid package.

Bid Validity

All Bids submitted shall be valid and binding on the bidder for a period of sixty days following the Bid submittal deadline and for any extension of time granted by the bidder.

Bid Evaluation

1. Bids will be evaluated by MCD to determine which bid is the lowest responsive bid by a responsible bidder. Award of contract will be made at MCD's sole discretion, in MCD's best interest considering the base bid, additive alternative bid items, and other factors. MCD retains the option to reject all bids and not award the contract.
2. Prices set forth in the Bid will be reviewed by MCD for mathematical accuracy. MCD reserves the right to correct mathematical errors or complete mathematical calculations that are obvious on the face of the Bid. In the event of a discrepancy between a unit price and the extended amount for a bid item, the unit price will control. The prices, corrected for mathematical errors, shall be used as the amount of the bid items for evaluation and award purposes.
3. A bidder claiming error in its Bid must submit supporting evidence including cost breakdown sheets within 24 hours of Bid opening and provide any other supporting documentation requested by MCD. In the event the bidder demonstrates an error in the Bid to MCD's satisfaction, MCD may allow the bidder to withdraw its Bid.

Responsive Bids

1. MCD, in its sole discretion, reserves the right to determine Bid irregularities which render a Bid non-responsive, and to waive informalities and immaterial irregularities in the Bid. A Bid shall be considered irregular and may be rejected by MCD as non-responsive for reasons including, but not limited to:
 - a. The Bidder is not prequalified when so required;
 - b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 - c. A price per unit cannot be determined from the Bid Proposal;
 - d. The Proposal form is not properly executed;
 - e. The Bidder fails to submit or properly complete the Subcontractor Listing form provided by the Contracting Agency as required;
 - f. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.
 - g. The Proposal does not include a unit price for every Bid item;
 - h. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of MCD;
 - i. The authorized Proposal Form furnished by MCD is not used or is altered;
 - j. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
 - k. Receipt of Addenda is not acknowledged;
 - l. 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
 - m. If Proposal form entries are not made in ink or typed.

Disqualification of Bidders

A Bidder will be deemed not responsible if the Bidder does not meet the Mandatory Bidder Responsibility Criteria in RCW 39.04.350(1), as amended.

The Contracting Agency will verify that the Bidder meets the Mandatory Bidder Responsibility Criteria in RCW 39.04.350(1).

1. Delinquent State Taxes

- a. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
 - b. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.
- 2. Federal Debarment**
- a. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.
Documentation: The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (<https://sam.gov/>).
- 3. Subcontractor Responsibility**
- a. Criterion: The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.
 - b. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.
- 4. Claims Against Retainage and Bonds**
- a. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to MCD.
 - b. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
 - Name of project
 - The owner and contact information of the owner;
 - A list of claims filed against the retainage and/ or payment bond for any of the projects listed;
 - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.
- 5. Public Bidding Crime**
- a. Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.
 - b. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder

and/or its owners have not been convicted of a crime involving bidding on a public works contract.

6. Termination for Cause / Termination for Default

- a. Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- b. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by MCD) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances.

7. Lawsuits

- a. Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- b. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by MCD) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. MCD shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts.

Bidder Qualifications

- 1. It is the intent of MCD to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Port to submit documentation demonstrating compliance with the criteria. The bidder must:
 - a. At the time of bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW.
 - b. Have a current Washington Unified Business Identifier (UBI) Number.
 - c. Have a current State of Washington Contractor's Registration.
 - d. If applicable:
 - i. Have industrial insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required by Title 51 RCW;
 - ii. Have a Washington Employment Security Number as required Title 50 RCW.
 - iii. Have a Washington Department of Revenue state excise tax registration number, as required by Title 82 RCW.
 - e. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
 - f. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in

their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of Bid Solicitation for the project.

2. MCD reserves the right to investigate the qualifications of any bidder, including but not limited to, contacting any reference or any financial institution to verify that the bidder is qualified to successfully complete the Work.
3. In order to verify that the bidder has adequately incorporated all elements of the Work and the requirements of the Contract Documents in its bid prices, the bidder will make available upon request, for MCD's review a complete itemization of its Bid, and clearly define all phases of its work.

Single Bid Received

If MCD receives a single responsive, responsible Bid, MCD shall have the right, in its sole discretion, to conduct a price or cost analysis on such Bid. The bidder shall promptly provide all cost or pricing data, documentation and explanation requested by MCD to assist in such analysis. By conducting such analysis, MCD shall not be obligated to accept the single Bid; MCD reserves the right to reject such Bid or any portion thereof.

Right of Mason Conservation District

MCD reserves the right to accept the Bid of the lowest responsive, responsible bidder, an "Alternative Bid" based upon plans and specifications prepared by the Bidder, to reject any or all Bids, republish the Solicitation for Bids, revise or cancel the work to be performed, or to do the work otherwise, if in the judgment of MCD, the best interests of MCD is served thereby.

Execution of the Contract

The acceptance of a Bid will be evidenced by a written notice of award delivered to the bidder whose Bid is accepted.

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder within 5 business days of the Award date. The number of copies to be executed by the Contractor will be determined by MCD.

Within 10 business days after the Award date, the successful bidder shall return the signed MCD-prepared contract, an insurance certification as required by MCD, a satisfactory bond as required by law and MCD, and any other pre-award information MCD may require.

Until MCD executes a contract, no proposal shall bind MCD nor shall any work begin within the project limits or within MCD-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 MCD.

The bidder shall not commence physical modification of the work site until MCD has issued its notice of award, notice to proceed or work order, and MCD has received the executed Agreement form and bonds and certificates of insurance meeting the requirements of the Contract Documents.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the business days after the award date stated above, MCD may grant up to a maximum of 5 additional days for return of the documents, provided MCD deems the circumstances warrant it.

Contract Bond

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

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

Retainage in Lieu of Contract Bond

For contracts of \$150,000 or less, the Contractor may, at the Contractor's option, authorize MCD to retain 10% of the contract amount in lieu of furnishing a performance and/or payment bond. If the Contractor elects this option, the retainage shall be held for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Departments of Revenue and of Labor and Industries and settlement of any liens filed under RCW 60.28, whichever is later. The Contractor must advise MCD in writing of the Contractor's election to authorize retainage in lieu of a bond, at the time of execution of the Contract.

In choosing this option, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall indemnify and save harmless MCD, its officers and agents from any claim for such payment, then the funds retained in lieu of a

performance bond shall be released at the time provided above; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

Failure to Execute Contract

If the bidder awarded the Contract fails to execute the Agreement form and furnish the required bonds and insurance certificates within ten days from delivery of the notice to award, or declares in writing its intent not to execute the Contract, its Bid Guarantee shall be forfeited to MCD and MCD may issue notice of award to the second lowest responsible Bidder, and in like manner until the Agreement form and bonds are executed by a responsible bidder to whom award is made, or further Bids are rejected. Forfeiture of the Bid Guarantee shall not limit MCD's right to recover damages from the bidder caused by the bidder's failure to execute the Contract.

Cancellation of Award

MCD reserves the right to cancel the award of any Contract at any time before the execution of said Contract by all parties without liability to MCD.

Notice to Proceed

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 MCD. The Contractor shall not commence with the work until the Notice to Proceed has been given. 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.

CONTRACTING REQUIREMENTS

State Sales Tax

The Washington State Department of Revenue has issued special rules on the State sales tax. The following sections are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. MCD 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.

MCD 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). MCD 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. 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.

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 MCD, retail sales tax on the full contract price. MCD 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: MCD 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.

3. Services

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

Wages

This is a public works contract requiring payment of prevailing wages in accordance with Washington State laws. The Contractor and subcontractors must pay their workers at the Washington State prevailing wage rate.

The Contractor, each of its subcontractor(s), and other person(s) doing any work under the Contract shall pay all laborers, workers, or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in Mason County, Washington where such labor is performed as required by law.

The Washington State Department of Labor & Industries Prevailing Wage Rates for Public Works Contracts can be found here (prevailing wage rates for Mason County with an effective rate date of the bid opening date as specified in the "Notice to Bidders."

<https://secure.lni.wa.gov/wagelookup/rates/journey-level-rates>

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

Insurance

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit MCD's recourse to any remedy available at law or in equity.

1. Minimum Scope of Insurance

The Contractor shall obtain insurance of the types described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form, providing equivalent liability coverage. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- b. 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.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

2. Minimum Amounts of Insurance

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operation aggregate limit.

3. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

- a. The Contractor's insurance coverage shall be primary insurance as MCD. Any Insurance, self-insurance, or insurance pool coverage maintained by MCD shall be excess of the Contractor's insurance and shall not contribute with it.
- b. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to MCD.

4. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

5. Verification of Coverage

Contractor shall furnish MCD with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

6. Subcontractors

Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor. Upon request from MCD, the Contractor shall provide evidence of such insurance

APPENDICES

The following appendices are attached and made part of this contract:

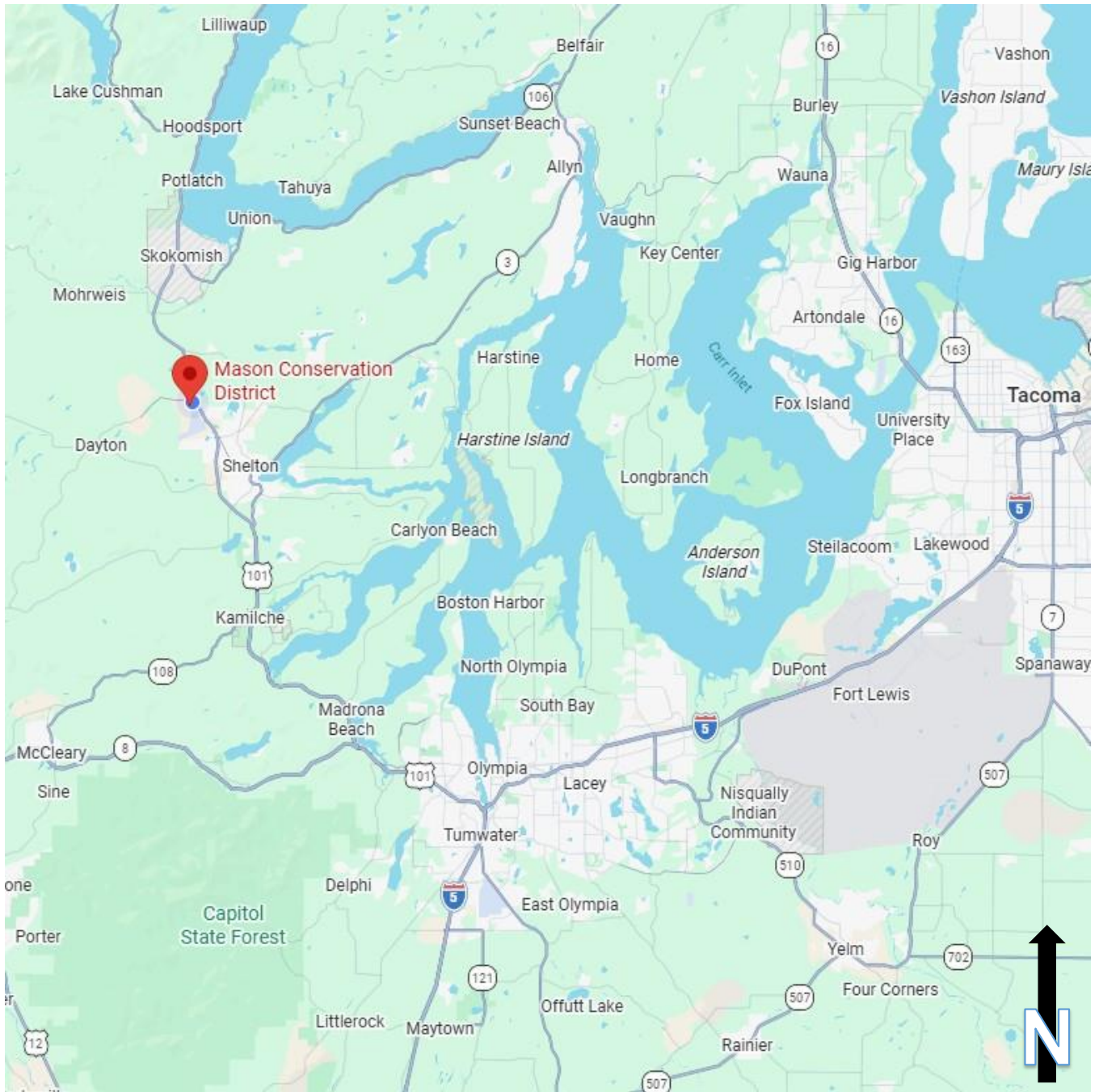
Appendix A1: Vicinity Map

Appendix A2: Project Area Map Aerial

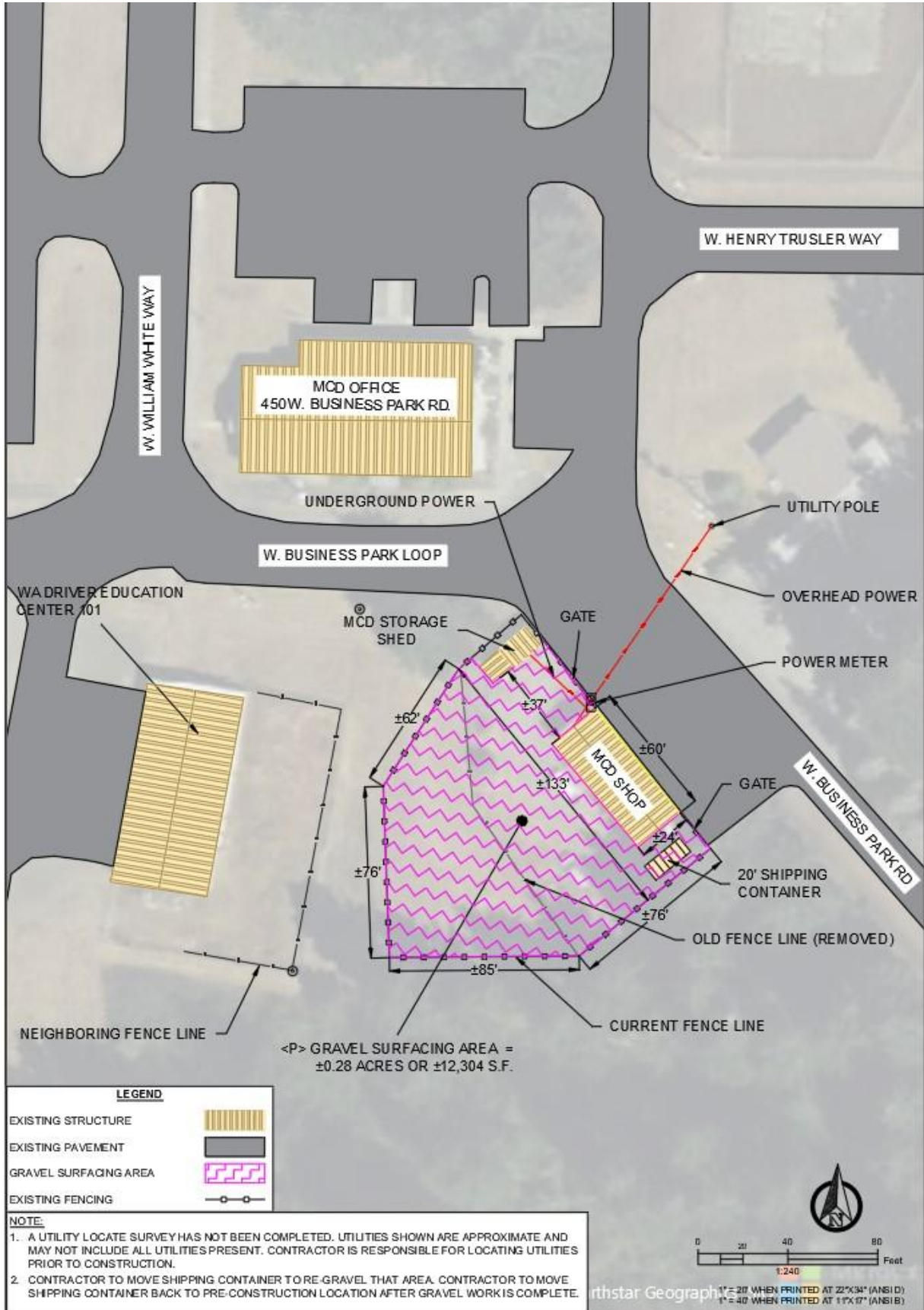
Appendix A3: Contract (Sample)

Appendix A4: General Release to the Mason Conservation District (Sample)

Appendix A1 Vicinity Map



Appendix A2 Project Site Map



CONTRACT (Sample)

Contract # 2026-07

THIS AGREEMENT made and entered into in triplicate by and between the Mason Conservation District, hereinafter called the "District", and

_____ herein after 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 in accordance with and as described herein and in the attached plans and specifications and the General Specifications of the Mason Conservation District, which are by this reference incorporated herein and made a part hereof, and shall perform any alteration in or additions to the work provided under this contract and every part thereof.

Project: Parking Area Grading and Gravel Surfacing

Contract Total: \$

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 this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the Mason Conservation District.

- II. The Contractor acknowledges, and by signing this Agreement agrees, that the Indemnification provisions set forth in the General Provisions, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Agreement and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.
- III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
- IV. It is further provided that no liability shall attach to the District by reason of entering into this Agreement, except as expressly provided herein.
- V. The Contractor agrees to accept as full payment hereunder the amounts specified in the Proposal, and the District agrees to make payments at the times and in the manner and upon the terms and conditions specified in said Advertisement, Information for Bidders, Instructions to Bidders, Specifications, Plans, and Proposal.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, with an effective date for bonding purposes of _____ day of _____, 20____.

MASON CONSERVATION DISTRICT:

PRINCIPAL:

By: _____
MCD Executive Director, Signature

By: _____
Signature

Printed Name

Printed Name

GENERAL RELEASE TO THE MASON CONSERVATION DISTRICT (Sample)

The undersigned, named as the contractor in a certain agreement between (CONTRACTOR) and the Mason Conservation District, dated _____ 20____, hereby releases the Mason Conservation District, its elected officials, employees, and agents from any and all claim or claims known or unknown, in any manner whatsoever, arising out of, or in connection with, or relating to said contract, excepting only the equity of the undersigned in the amount now retained by the Mason Conservation District under said contract, to-wit: the sum of _____.

Signed at _____, Washington this _____ day of _____, 20_____.

Contractor

By _____

Title _____

***NOTE: ORIGINAL RELEASE WILL BE
MAILED TO THE CONTRACTOR
AT THE END OF THIS PROJECT**