

**DEPARTMENT OF PUBLIC WORKS**  
Division of Engineering and Construction

GRAYS HARBOR COUNTY  
Montesano, Washington

**2016 CULVERT SUPPLY CONTRACT**

**NOTICE TO ALL PLAN HOLDERS**

**The office of the Engineer assigned to show this project to prospective bidders is located at the County Engineer's Office on the second floor of the Forestry Building, 310 West Spruce, Montesano, Washington, Telephone (360) 249-4222.**

**ROBERT J. WILSON, P.E.**  
**County Engineer**

**An additional PROPOSAL SECTION B, is contained herein for your use to bid this project.  
Submit only this separately attached Section B when bidding.  
DO NOT return the entire plans and specifications package.**

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**ADVERTISEMENT FOR BID**

**NOTICE TO CONTRACTORS**

Grays Harbor County  
Department of Public Works  
Montesano, Washington

Notice is hereby given that sealed bids will be received by the Board of County Commissioners of Grays Harbor County at their office in the County Administration Building in Montesano, Washington, at 2:00 p.m., January 9th, 2017, and will then and there be publicly read for supply of the following project:

**2016 CULVERT SUPPLY CONTRACT**

The contemplated work to be performed under this signed contract consists of the fabrication and delivery of;

- 800 L.F. of Corrugated Aluminum Alloy Culvert Pipe 0.079" thick (14 Gauge), 24" diameter with 24" Coupling Bands.
- 400 L.F. of Corrugated Aluminum Alloy Culvert Pipe 0.079" thick (14 Gauge), 18" diameter with 18" Coupling Bands.
- 800 L.F. of Corrugated Aluminum Alloy Culvert Pipe 0.079" thick (14 Gauge), 12" diameter with 12" Coupling Bands.

All materials furnished shall conform to the WSDOT 2016 Standard Specifications for Road, Bridge and Municipal Construction.

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 total bid proposal made payable to Grays Harbor County Treasurer. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Grays Harbor County.

Plans and specifications may be obtained from the Grays Harbor County Public Services Department, Administration Building, 100 West Broadway, Suite 31, Montesano, WA 98563. Informational copies of maps, plans, and specifications are on file for inspection in the office of the County Road Engineer, Department of Public Services, Public Works Division, 310 West Spruce, Montesano, WA 98563.

Grays Harbor County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation, and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

The Board of County Commissioners expressly reserves the right to reject any and all bids, or parts thereof, without cause.

First Publication: December 15, 2016  
Second Publication: December 22, 2016

BOARD OF COUNTY COMMISSIONERS  
GRAYS HARBOR COUNTY, WASHINGTON

## PROPOSAL

The Board of County Commissioners  
 Courthouse  
 Montesano, WA 98563

Gentlemen:

The undersigned hereby certifies that \_\_\_\_\_ has examined the:

### GRAYS HARBOR COUNTY 2016 CULVERT SUPPLY CONTRACT

and has read and thoroughly understands the plans, specifications, and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work in accordance with said plans, specifications and contract, and the following schedule of rates and prices. The contract shall be awarded on the basis of lowest bid for each item.

NOTE: Unit price for all items, all extensions, and total amount of bid shall be shown. Show unit prices and total price in figures.

ITEM NO.	QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Dollars)	TOTAL (Dollars)
1	800 L.F.	Corrugated Aluminum Alloy Culvert Pipe 0.109" thick (12 Gauge), 24" diameter with 24" Coupling Bands.		
2	400 L.F.	Corrugated Aluminum Alloy Culvert Pipe 0.109" thick (12 Gauge), 18" diameter with 18" Coupling Bands.		
3	800 L.F.	Corrugated Aluminum Alloy Culvert Pipe 0.109" thick (12 Gauge), 12" diameter with 12" Coupling Bands.		
			<b>SUB-BID</b>	
			<b>APPLICABLE SALES TAX</b>	
			<b>TOTAL BID</b>	

All items will be delivered to the Grays Harbor County Area 1 Maintenance Shop at 906 E. Main St, Elma WA.

**PROPOSAL GUARANTY**

The undersigned hereby agrees to pay to labor not less than the prevailing rate of wages in accordance with the requirements of the special provisions for this project.

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

- \$ \_\_\_\_\_ Cash
  - \$ \_\_\_\_\_ Cashier's Check Payable to Grays Harbor County Treasurer
  - \$ \_\_\_\_\_ Certified Check Payable to Grays Harbor County Treasurer
  - \$ \_\_\_\_\_ Proposal Bond Payable to the Grays Harbor County Treasurer
- Firm \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official(s)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Address of Bidder: \_\_\_\_\_  
(Principal Place of Business)

\_\_\_\_\_

\_\_\_\_\_  
(Telephone Number)

NOTE: Please refer to Section 1-02.6 of the Standard Specifications regarding "Preparation of Proposal."

List Contractor's License and Date of Expiration

\_\_\_\_\_

Receipt of Addendum Number(s) \_\_\_\_\_ is hereby acknowledged.

**PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_

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

a corporation duly organized under the laws of the State of \_\_\_\_\_

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

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

**GRAYS HARBOR COUNTY  
2016 CULVERT SUPPLY CONTRACT**

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

NOW, THEREFORE, if the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Grays Harbor County Board of County Commissioners within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, the principal and surety have caused these presents to be signed and sealed this \_\_\_ day of \_\_\_\_\_, 2016.

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

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

\_\_\_\_\_  
(Attorney-in-Fact)

**PROPOSAL GUARANTY CHECK FORM**

Attached hereto is a \_\_\_\_ certified, \_\_\_\_ cashier's check \_\_\_\_\_

\_\_\_\_\_ Dollars

(\$\_\_\_\_\_) payable to the County Treasurer of Grays Harbor County, Washington, this amount being five percent (5%) of the total bid, based upon the estimated cost for the following construction to wit:

**GRAYS HARBOR COUNTY  
2016 CULVERT SUPPLY CONTRACT**

Dated at \_\_\_\_\_ this \_\_\_\_ day of

\_\_\_\_\_, 2016.

\_\_\_\_\_  
\_\_\_\_\_  
Contractor

ADDRESS OF BIDDER  
(Principal Place of Business)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- NOTE: (1) If the bidder is a co-partnership, so state, giving name under which business is transacted.
- (2) If the bidder is a corporation, this proposal must be executed by its duly authorized officials.
- (3) A bid bond in the amount of five percent (5%) of the total bid will be accepted in lieu of certified check.



**GRAYS HARBOR COUNTY  
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

**INDEMNITY AGREEMENT**

**GRAYS HARBOR COUNTY  
2016 CULVERT SUPPLY CONTRACT**

The Contractor, by signing this bid or proposal, agrees to indemnify and hold harmless Grays Harbor County and its respective employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorney's fees and all other costs of defense of whatever kind or nature arising out of injuries to or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage to or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of the Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of Grays Harbor County.

In any situation where the damage, loss, or injury is caused by the concurrent negligence of the Contractor or its agents and employees and Grays Harbor County or its agents or employees, then the Contractor expressly and specifically agrees to hold Grays Harbor County harmless to the extent of the contractor's or its agent's and employee's concurrent negligence.

The Contractor specifically waives its immunity under Title 51 RCW (Industrial Insurance Statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims files by and/or injuries to the Contractor's and Subcontractor's own employees.

In the event of litigation between the parties to enforce the rights under this paragraph, Grays Harbor County shall be entitled to attorney's fee and all other costs incurred in establishing its rights.

**THE CONTRACTOR HEREBY CERTIFIES THIS AGREEMENT WAS MUTUALLY NEGOTIATED.**

**I am deemed to have signed and have agreed to the provisions of this declaration by signing the signature page of this proposal.**

**CONTRACT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the Board of County Commissioners of Grays Harbor County, State of Washington, hereinafter called the Board and \_\_\_\_\_, hereinafter called the Contractor.

**WITNESSETH**

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

1. The Contractor shall do all work and furnish all tools, materials, and equipment for the **2016 CULVERT SUPPLY CONTRACT**, 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 this reference incorporated herein and made a 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 County.

2. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the schedule of unit or itemized prices at the time and in the manner and upon the condition provided for in this contract.
3. The Contractor for himself, and for his heirs, executors, administrator, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
4. It is further provided that no liability shall attach to the County by reasons of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the said Board of County Commissioners of Grays Harbor County pursuant to Resolution duly adopted, has caused this instrument to be executed by and in the name of the Board of its Chairman, duly attested by its Clerk, the day and year first above written, and the seal of said Board to be hereunto affixed on the date in this instrument first above written.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contractor

Foregoing contract approved and ratified \_\_\_\_\_, 2016.

GRAYS HARBOR COUNTY, WASHINGTON

BY \_\_\_\_\_  
Chairman  
Board of County Commissioners  
Grays Harbor County, Washington

SEAL

ATTEST: \_\_\_\_\_  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

## **INTRODUCTION**

The following Amendments and Special Provisions included herein shall be used in conjunction with the 2016 WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction English, Division 1 APWA Supplement.

### **DEFINITION OF TERMS**

The following words shall be substituted in the Standard Specifications:

"Board of County Commissioners" instead of "Washington State Highway Commission" or "Washington State Transportation Commission."

"County Road Department" instead of "Department of Highways" or "Department of Transportation" or "Department."

"County Road Engineer" instead of "Secretary of Transportation" or "Secretary."

"County" instead of "State."

"Superior Court of Grays Harbor County" instead of "Superior Court of Thurston County."

Whenever in the contract, the specifications and other contract documents the following words and terms or pronouns in place of them are used, the meaning will be construed as follows:

Commission, Board of County Commissioners: The elective body having authority over County highway matters as provided by law.

Department, Public Works Department: The agent of the Board of County Commissioners for the administration of highway work.

County Road Engineer: The County Engineer and such agents as are authorized to act in his behalf.

Engineer: The County Engineer, acting directly or through his duly authorized representative.

Laboratory: The laboratory designated by the County Engineer.

County: The County of Grays Harbor, Washington, acting through its authorized representatives.

## SPECIAL PROVISIONS

The following Special Provisions supersede any conflicting provisions of the 2016 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, and the foregoing amendments to the Standard Specifications and are made a part of this contract.

### 1-01 DEFINITIONS AND TERMS

#### 1-01.3 Definitions

*(January 4, 2016 APWA GSP)*

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

#### **Dates**

##### ***Bid Opening Date***

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

##### ***Award Date***

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

##### ***Contract Execution Date***

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

##### ***Notice to Proceed Date***

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

##### ***Substantial Completion Date***

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

##### ***Physical Completion Date***

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

##### ***Completion Date***

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

##### ***Final Acceptance Date***

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

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation",

“Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

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

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

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 as listed in Section 1-08.5.

**Contract Bond**

The definition in the Standard Specifications 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.

**1-02 BID PROCEDURES AND CONDITIONS**

**1-02.1 Prequalification of Bidders**

Delete this Section and replace it with the following:

**1-02.1 Qualifications of Bidder**

*(January 24, 2011 APWA GSP)*

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

**1-02.2 Plans and Specifications**

*(June 27, 2011 APWA GSP)*

Delete this section and replace it with the following:

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

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

<b>To Prime Contractor</b>	<b>No. of Sets</b>	<b>Basis of Distribution</b>
Reduced plans (11" x 17")	\$\$ 0 \$\$	Furnished automatically upon award.
Contract Provisions	\$\$ 2 \$\$	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	\$\$ 0 \$\$	Furnished only upon request.

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



**1-02.5 Proposal Forms**  
(June 27, 2011 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 and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's D/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

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

**1-02.7 Bid Deposit**  
(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

**1-02.9 Delivery of Proposal**  
(August 15, 2012 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 and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

If the project has FHWA funding and requires DBE Written Confirmation Documents or Good Faith Effort Documentation, then to be considered responsive, the Bidder shall submit with their Bid Proposal, written Confirmation Documentation from each DBE firm listed on the Bidder's completed DBE Utilization Certification, form 272-056A EF, as required by Section 1-02.6.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids.

**1-02.13 Irregular Proposals**  
(January 4, 2016 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 a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
  - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
  - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
  - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or

- I. 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**  
*(March 8, 2013 APWA GSP, Option A)*

Delete this section and replace it with the following:

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.

As evidence that the Bidder meets the mandatory bidder responsibility criteria, 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 responsibility 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 Contracting Agency also reserves the right to obtain information from third parties concerning a Bidder's compliance with the mandatory bidder responsibility criteria.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) 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 two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information 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 Contracting Agency's final determination.

**1-02.15 Pre Award Information**  
*(August 14, 2013 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 complete statement of the origin, composition, and manufacture of any or all materials to be used,

2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. 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 for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

#### **1-03.3 Execution of Contract**

*(October 1, 2005 APWA GSP)*

Revise this section to read:

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

Within one(1) calendar day(s) 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 after the award date stated above, the Contracting Agency may grant up

to a maximum of two(2) 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 executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
  - a. Is registered with the Washington State Insurance Commissioner, and
  - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
  - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
  - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 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).

## 1-04 SCOPE OF WORK

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

(March 13, 2012 APWA GSP)

Revise the second paragraph to read:

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

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency's Standard Plans or Details (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

#### 8. 1-04.6 Variation in Estimated Quantities

9. (July 23, 2015 APWA GSP, Option B; may not be used on FHWA-funded projects)

10.

11. Revise the first paragraph to read:

12.

13. Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of any Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than 10 percent of the total contract price at time of award. In that case, payment for contract work may be adjusted as described herein:

## 1-05 CONTROL OF WORK

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### 1-05.1 Authority of the Engineer

Supplement this section with the following:

A Grays Harbor County inspector shall be at the delivery site during the delivery of all pay items.

The Engineer shall be notified 24 hours in advance of the shipment of all bid items(Contact John Becker at 360-964-1659.)

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

Supplement this section with the following:

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

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

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

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

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

**1-05.11 Final Inspection**

Delete this section and replace it with the following:

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

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

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

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

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

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

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

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

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

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

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

#### **1-05.11(3) Operational Testing**

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or



signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

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

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

### **1-05.13 Superintendents, Labor and Equipment of Contractor**

*(August 14, 2013 APWA GSP)*

Delete the sixth and seventh paragraphs of this section.

Add the following new section:

### **1-05.17 Oral Agreements**

*(October 1, 2005 APWA GSP)*

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

## **1-07 LEGAL RELATIONS AND RESPOSIBILITIES TO THE PUBLIC**

### **1-07.1 Laws to be Observed**

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

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

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

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**1-07.2 State Sales Tax**

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

**1-07.2 State Sales Tax**

The Supplier 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 supplier. For this reason, the supplier will not include the retail sales tax in the unit bid prices.

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**1-07.9 Wages**

Supplement this section with the following:

This contract is not subject to minimum prevailing wage requirements for Materials Suppliers per WAC 296-127-018.

## **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.

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### **1-08.5 Time for Completion**

Delete this section and replace with the following:

This project shall be completed within sixty(60) calendar days after the notice of award has been issued by the County.

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### **Delivery**

The Contractor or Supplier shall deliver all items to the Grays Harbor County Area 1 Maintenance Shop, 906 E. Main St. Elma, WA 98541.

All delivery costs will be considered incidental to and included in the bid prices listed in the Bid Proposal.

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### **1-08.9 Liquidated Damages**

This section is amended as follows:

The reference to working days is changed to calendar days.

## **1-09 MEASUREMENT AND PAYMENT**

### **1-09.9 Payments**

*(March 13, 2012 APWA GSP)*

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

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.

### **1-09.13 Claims Resolution**

#### **1-09.13(3) Claims \$250,000 or Less**

#### **(October 1, 2005 APWA GSP)**

Delete this section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

#### **1-09.13(3)A Administration of Arbitration** *(July 23, 2015 APWA GSP)*

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.05 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

**7-02 CULVERTS**

**7-02. 2 Materials**

Supplement this section with the following:

The 24", 18", and 12" diameter culvert pipe shall be fabricated in the following lengths:

<u># of Sections</u>	<u>Dia.</u>	<u>Length</u>	<u>Total Lineal Ft.</u>	<u>Coupling Bands</u>
40	24"	20'	800'	40
20	18"	20'	400'	20
20	12"	20'	800'	40

The contractor shall furnish one coupling band per pipe section and shall include all necessary hardware to assemble the culvert pipe(s).

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**7-02.5 Payment**

Supplement this section with the following:

“Corrugated Aluminum Alloy Culvert Pipe 0.109” thick (12 Gauge). \_\_\_” diameter with \_\_\_” Coupling Bands”, per lineal foot.