Lewis County
Department of Public Works
Engineering Division

CONTRACT PROVISIONS

MATERIAL PURCHASE AND DELIVERY:

2017

LIQUID ASPHALT

COUNTY PROJECT NO. SM-2301

October, 2016

Lewis County Public Works
2025 NE Kresky Ave.
Chehalis, WA 98532-2626

10-11-16

BOARD OF COUNTY COMMISSIONERS

Edna Fund, District No. 1
P.W. Schulte, District No. 2
Gary Stamper, District No. 3

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INTRODUCTION

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

The said Standard Specifications and Amendments thereto, the WSDOT Standard Plans, and WSDOT Construction Manual, together with the Special Provisions and the attached plans hereinafter contained, covering all work specified under this contract are hereby made a part of this contract. The Special Provisions hereinafter contained shall supersede any conflicting provisions of the Standard Specifications and Amendments thereto, the WSDOT Standard Plans, and WSDOT Construction Manual.

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

(date)	General Special Provision
(******)	Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.
(APWA GSP)	American Public Works Association General Special Provision

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

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

The following paragraph pertaining to the Standard Specifications shall obtain and be made a part of this contract:

> Wherever the word "State" or "Contracting Agency" is used it shall mean Lewis County; that wherever the words "Secretary (Secretary of Transportation)" are used they shall mean Lewis County Engineer; that wherever the words "State Treasurer" are used they shall mean Lewis County Treasurer; that wherever the words "State Auditor" are used they shall mean Lewis County Auditor; that wherever the words "Motor Vehicle Fund" are used they shall mean Lewis County Road Fund.

SPECIAL PROVISIONS

DIVISION 1
GENERAL REQUIREMENTS

1-01, DESCRIPTION OF WORK

(******)

This contract provides for the purchase and delivery of *** Liquid Asphalt, *** and other work, all in accordance with the attached Plans, these Contract Provisions, and the Standard Specifications.

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

(******)
The first paragraph of section 1-02.2 is revised to read:

Copies of the plans, specifications and soils information are on file in the office of:

Lewis County Public Works Department
2025 NE Kresky Ave.
Chehalis, Washington 98532
(360) 740-2612

The second paragraph of section 1-02.2 is revised to read:

Prospective bidders may obtain plans and specifications from Lewis County Public Works Department in Chehalis, Washington or download from Lewis County Website at www.lewiscountywa.gov.

1-02.12 Public Opening Of Proposal

(******)
Section 1-02.12 is supplemented with the following:

Date and Time of Bid Opening
The Board of County Commissioners of Lewis County or designee, will open sealed proposals and publicly read them aloud on or after 11:30 a.m. on November 8, 2016, at the Lewis County Courthouse, Chehalis, Washington, for the 2017 Liquid Asphalt.

SEALED BIDS MUST BE DELIVERED BEFORE
11:00 A.M. on Tuesday, November 8, 2016
(Lewis County official time is displayed on Axxess Intertel phones in the office of the Board of County Commissioners. **Bids submitted after 11:00 AM will not be considered for this project.**)

Delivery and Marking of Sealed Bid Proposals
Sealed proposals must be delivered to the Clerk of the Board of Lewis County Commissioners (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532) by or before **11:00 a.m.** on the date specified for opening, and in an envelope clearly marked: ***"SEALED BID FOR THE 2017 LIQUID ASPHALT, TO BE OPENED ON OR AFTER 11:30 A.M. ON NOVEMBER 8, 2016.***

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
   l. 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.

1-03, AWARD AND EXECUTION OF CONTRACT

1-03.1 Concideration of Bids

Section 1-03.1 is supplemented with the following:

(******)

The Board of County Commissioners reserves the right to reject any or all bids, waive informalities, and to contract as the best interests of the County may appear. In determining the lowest responsive bidder, consideration will be given to such factors as prices quoted, delivery, and quality of products.

1-03.4 Contract Bond

Section 1-03.4 is supplemented with the following:

(******)
No Contract Bond is required for this Contract.

1-04, SCOPE OF THE WORK

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

Section 1-04.2 is supplemented with the following:

(******)
Any inconsistency, conflict, or disputes in the parts of the Contract shall be resolved in the order of precedence as described in Section 1-04.2 of the Standard Specifications.

1-04.6 Variation in Estimated Quantities

Section 1-04.6 is supplemented with the following:

(******)
The Contracting Agency will not adjust the Unit Price due the successful bidder for any increases or decreases in the estimated quantities supplied to the Contractor for bidding purposes.

1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

Section 1-07.1 is supplemented with the following:

(******)
COOPERATIVE PURCHASES

The Washington State Interlocal Cooperative Act, RCW 39.34, provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

1-07.2 State Taxes

Section 1-07.2 is supplemented with the following:

(March 13, 1995)
The work on this contract is to be performed upon lands whose ownership obligates the Contractor to collect State sales tax from the Contracting Agency. The provisions of Section 1-07.2(2) apply.

1-07.15(1) Spill Prevention, Control, and Countermeasures Plan

Section 1-07.15(1) is supplemented with the following:

(******)
The successful bidder shall prepare a Spill Prevention, Control, and Countermeasures Plan (SPCC) and submit to the Contracting Agency for approval 20 days prior the delivery of Liquid Asphalt once for 2012 and once each additional year the Contract is extended.

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements

A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.

B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency

H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

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

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

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than

those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured

retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

$1,000,000	Combined single limit each accident

1-07.18(5)C Workers' Compensation

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

1-08, PROSECUTION AND PROGRESS

1-08.5 Time For Completion

Section 1-08.5 is supplemented with the following:

(******)

CONTRACT RENEWAL PERIODS

This proposed agreement shall remain in effect for each period between the dates June 1 to October 1, and shall automatically be renewed on a year to year basis thereafter unless either party hereto serves notice upon the other party of its intention to cancel at least 30 days in advance of the termination of the first month, or during any monthly renewal thereof. Notice during each renewal term may occur at any time during the course of such term. Prices will be considered firm for at least the first 30 days of the contract. No change in services or prices will be allowed without written consent of both parties, pursuant to the following conditions:

"Prices will be subject to increase or decrease in the same proportion once per delivery period as changes occur in the vendor's certified costs, providing the vendor requests an adjustment from the Contracting Agency 30 days prior to the effective contract period. The written request shall be accompanied by written proof of said changes in cost to vendor and is subject to acceptance by the Contracting Agency. The Contracting Agency shall have the option of accepting the price change or canceling the balance of the contract. All price decreases must be offered to the Contracting Agency."

Total contract period not to exceed 5 years.

1-09, MEASUREMENT AND PAYMENT

1-09.9 Payments

Section 1-09.9 is supplemented with the following:

(******)

The Contracting Agency will provide payment within sixty days of suppliers invoice for work performed, and material furnished and accepted for each month. Invoices shall be developed using the prices accepted in the Proposal Form or as adjusted each year the Contract is extended.

1-09.9(1) Retainage

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

(June 27, 2011)
Vacant

1-09.11 Disputes and Claims

1-09.11(3) Time Limitations and Jurisdiction

(******)

Section 1.09.11(3) is deleted and replaced by the following:

This contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any claims or causes of actions arising from this contract shall be in Superior Court of the county where the work is performed.

For the convenience of the parties of this contract, it is mutually agreed that any claims or causes of action which the Contractor has against the Contracting Agency arising from this contract shall be brought within 180 days from the date of Final Acceptance of the contract by the Contracting Agency. The parties understand and agree that the Contractor's failure to bring such suit within the time period provided shall be a complete bar to any such claims or causes of action.

It is further mutually agreed by the parties that when any claims or causes of action which a Contractor asserts against the Contracting Agency arising from this contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or actions.

1-09.13 Claims Resolution

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

Section 1-09.13(3) is hereby deleted.

1-09.13(3)A Administration of Arbitration
(October 1, 2005 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 are located. 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.

1-09.13(4) Claims in Excess of $250,000

Section 1-09.13(4) is hereby deleted and replaced by the following:

CLAIMS RESOLUTION
(******)

Any dispute arising from the contract shall be processed in accordance with Section 1-04.5 and Sections 1-09.11 through 1-09.13(1) of the Standard Specifications. The provisions of these sections must be complied with in full as a condition precedent to the Contractor's right to seek claims resolution through arbitration or litigation. The Contractor may file with the Engineer a request for binding arbitration; the Engineer's decision regarding that request shall be final and unappealable. Nothing in this paragraph affects or tolls the limitations period as set forth in Section 1-09.11(3) of the Standard Specifications. However, if the Contractor files a lawsuit raising any claim(s) arising from the contract, the parties shall, if the Engineer so directs, submit such claim(s) to binding arbitration, subject to the rights of any party thereto to file with the Lewis County Superior Court motions to dismiss or for summary judgment at any time. In any binding arbitration proceeding, the provisions of subparagraphs (a) and (b) shall apply.

a) Unless the parties otherwise agree, all disputes subject to arbitration shall be heard in a single arbitration hearing, and then only after completion of the contract. The parties shall be bound by Ch. 7.04 RCW generally, and by the arbitration rules hereafter stated, and shall, for purposes of administration of the arbitration, comply where applicable with the 1994 Lewis County Superior Court Mandatory Arbitration Rules (LMAR) sections 1.1(b), 1.3, 2.3, 3.1, 3.2(a) and (b), 5.1, 5.2 (except as referenced to MAR 5.2), 5.3, 6.1, 6.2 (including the referenced MAR 6.2), and 8.6. There shall be one arbitrator, to be chosen by mutual agreement of the parties from the list provided by the Lewis County Superior Court Administrator. If the parties cannot agree on a person to serve as arbitrator, the matter shall be submitted for appointment of an arbitrator under LMAR 2.3. The arbitrator shall determine the scope and extent of discovery, except that the Contractor shall provide and update the information required by Section 1-09.11(2) of the Standard Specifications. Additionally, each party shall file a statement of proof with the other party and the arbitrator at least 20 calendar days before the scheduled arbitration hearing. The statement of proof shall include:

    1. The name, business address and contact telephone number of each witness who will testify at the hearing.

2. For each witness to be offered as an expert, a statement of the subject matter and a statement of the facts, resource materials (not protected by privilege) and learned treatises upon which the expert is expected to testify and render an opinion(s), synopsis of the basis for such opinion(s), and a resume of the expert detailing his/her qualifications as an expert and pursuant to rendering such opinion(s). A list of documents and other exhibits the party intends to offer in evidence at the arbitration hearing. Either party may request a copy of any document listed, and a copy or description of any other exhibit listed. The party receiving the request shall provide the copies or description within five (5) calendar days. The parties or arbitrator may subpoena parties in accordance with the Superior Court Mandatory Arbitration Rules (MAR) of Washington, Rule 4.3, and witness fees and costs shall be provided for under Rule 6.4, thereof. The arbitrator may permit a party to call a witness or offer a document or other exhibit not included in the statement of proof only upon a showing of good cause.

b) The arbitration hearing shall be conducted at a location within Lewis County, Washington. The extent of application of the Washington Rules of Evidence shall be determined in the exercise of sound discretion of the arbitrator, except that such Rules should be liberally construed in order to promote justice. The parties should stipulate to the admission of evidence when there is no genuine issue as to its relevance or authenticity. The decision of the arbitrator and the specific grounds for the decision shall be in writing. The arbitrator shall use the contract as a basis for its decisions. The County and the Contractor agree to be bound by the decision of the arbitrator, subject to such remedies as are provided in Ch. 7.04 RCW. Judgment upon the award rendered by the arbitrator shall be entered as judgment before the presiding judge of the Superior Court for Lewis County. Each party shall bear its own costs in connection with the arbitration. Each party shall pay one-half of the arbitrator's fees and expenses.

5-02 BITUMINOUS SURFACE TREATMENT

5-02.1 Description

Section 5-02.1 is supplemented with the following:

(******)

The Contracting Agency will require the successful bidder to deliver the liquid asphalt to various job sites within the County and provide cleanup after completion of the chip-seal operations.

5-02.3 Construction Requirements

Section 5-02.3 is supplemented with the following:

(******)

CLEANUP

Within thirty (30) days of written notice of completion of the chip-seal operations for the year, the supplier shall be required to pick up and dispose all unused samples (including containers) taken in conjunction with this contract, all unused product (maximum per tank listed in Proposal), and clean all storage tanks (2/10,000 gal, 1/8,000 gal), and distributors used for the BST season.

(******)

DELIVERY

Lewis County will require the successful bidder to deliver the liquid asphalt to various job sites within the County. Loading temperature shall be between 160° F to 180° F for all emulsified asphalt. The liquid asphalt shall reach the job site at a temperature that will allow immediate application as described in Section 5-02.3(3). The successful bidder shall assume full responsibility for any delays in the delivery of the liquid asphalt. If these delays create additional costs to the Contracting Agency, the successful bidder will be responsible to reimburse the Contracting Agency for these costs.

All bidders are requested to submit a price per ton to deliver the liquid asphalt to various job sites within the County between June 1st and October 1st. This price may be adjusted up or down once each additional year the contract is extended for consideration of distance to location, quantity, and time for delivery. This adjustment shall be agreed to before the beginning of the delivery period each year the contract is extended using information supplied by the Contracting Agency listing delivery sites and approximate quantities. The Contracting Agency will require the successful bidder to load the liquid asphalt at their loading plant, and:

- Deliver the liquid asphalt to various locations within the County.
- The liquid asphalt shall reach the job site between minimum and maximum temperatures as stated in Section 5-02.3(3) of the Standard Specifications.
- The successful bidder shall have a minimum of four (4) truck-trailer transport vehicles with a hauling capacity of thirty (30) or more tons available for deliveries to the Contracting Agency during the Contract period.
- The successful bidder shall allow the Contracting Agency two (2) hours unloading time after the liquid asphalt reaches the scheduled road in the designated area. The Contracting Agency has entered a bid item for demurrage for hourly truck time beyond the two hour unloading time.
- The Contracting Agency's personnel shall schedule arrival times for the loads of liquid asphalt.

The successful bidder will be notified by an agreed time each day, whether or not the Contracting Agency will be applying liquid asphalt that day.

5-02.4 Measurement

Section 5-02.4 is supplemented with the following:

(******)

No specific unit of measurement will apply to the lump sum bid item "Cleanup".

(******)

"Delivery", shall be measured per ton, and shall include delivery, two hour unloading time, and be based on 28 ton minimum loads.

5-02.5 Payment

Section 5-02.5 is supplemented with the following:

(******)

Payment will be made in accordance with Section 1-04.1. for each of the following Bid items that are included in the Proposal:

(******)

"Cleanup", per Lump Sum.

(******)
"Delivery", per Ton.

9-02 BITUMINOUS MATERIALS

9-02.1 Asphalt Material, General

Section 9-02.1 is supplemented with the following:

(******)

GENERAL REQUIREMENTS

1. Bidders shall submit with their bids, copies of appropriate AASHTO certified specifications for each product bid upon.

2. Liquid Asphalt shall meet the requirements of section 9-02 of the Standard Specifications.

3. All bidders agree to submit materials samples for specification conformance testing, if so requested by the Contracting Agency. The successful bidder will be required to make products available for similar testing during the contract period.

4. All bidders shall have sufficient tank and mixing facilities to meet the specification and time scheduling requirements of the Contracting Agency.

5. All bidders shall submit along with their bid, a list of agencies which are currently supplied from their batch plant.

6. In addition to the requirements of the Washington State Department of Transportation/ American Public Works Association Standard Specifications for Road, Bridge, and Municipal Construction dated 2012, the quality of this material shall comply with the following:

    a.) The latest edition of the Asphalt Institute Manual SS-2.
    b.) General and specific requirements of the Federal Highway Administration (FHWA).

E-VERIFY

(******)

"Effective June 21st, 2010, all contracts with a value of ≥ $100,000 shall require that the awarded contractor register with the Department of Homeland Security E-Verify program. Contractors shall have sixty days after the execution of the contract to register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) E-Verify program. After completing the MOU the contractor shall have an additional sixty days to provide a written record on the authorized employment status of their employees and those of any sub-contractor(s) currently assigned to the contract. Employees hired during the execution of the contract and after submission of the initial verification will be verified to the county within 30 days of hire, as reported from the E-Verify program. The contractor will continue to update the County on all corrective actions required and changes made during the performance of the contract."

APPENDICES

(July 12, 1999)

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

***** APPENDIX A:
Bid Proposal Documents

APPENDIX B:
Contract Documents*****

1

APPENDIX A

BID PROPOSAL DOCUMENTS

INCLUDING:

- Notice to Contractor
- Proposal Form
- Non-Collusion Declaration
- Proposal Signature Page

LEWIS COUNTY
Washington's First County
est. 1845

Lewis County Department of Public Work

Erik P. Martin, PE, Director / County Engineer
Tim Fife, PE, Assistant County Engineer

NOTICE TO CONTRACTORS

NOTICE IS HERBY GIVEN that the Board of County Commissioners of Lewis County or designee, will open sealed proposals and publicly read them aloud on or after 11:30 a.m. on Tuesday, November 8, 2016, at the Lewis County Courthouse in Chehalis, Washington for the 2017 Liquid Asphalt. This contract provides for the purchase and delivery of *** Liquid Asphalt,*** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE
11:00 A.M. on Tuesday, November 8, 2016

(Lewis County official time is displayed on Axxess Intertel phones in the office of the Board of County Commissioners. **Bids submitted after 11:00 AM will not be considered for this project.**)

Sealed proposals must be delivered to the Lewis County Commissioners Office (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532) by or before **11:00 a.m.** on the date specified for opening, and in an envelope clearly marked: ***"SEALED BID FOR THE 2017 LIQUID ASPHALT, TO BE OPENED ON OR AFTER 11:30 A.M. ON NOVEMBER 8, 2016."***

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the Lewis County Public Works Department.

Informational copies of maps, plans and specifications are on file for inspection in the office of the County Engineer of Lewis County in Chehalis, Washington. The contract documents may be viewed and downloaded from Lewis County's Web Site @ www.lewiscountywa.gov/.

The Lewis County Public Works Department in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, or sex in consideration for an award.

PROPOSAL

TO: BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY
CHEHALIS, WASHINGTON 98532

This certifies that the undersigned has examined the locations of the 2017 Liquid Asphalt Contract, in Lewis County, Washington, and that the plans, specifications and contract governing the work embraced in these improvements, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said plans, specifications and contract, and the following schedules of rates and prices:

NOTE: Unit prices for all items, all extensions, and total amount of bid shall be shown: All entries must be typed or entered in ink.

	BID ITEM	MILES OF ROAD	TONS	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
1	*CRS-2	0	0	$_____	$_____
2	*CRS-2P	78	2,430	$_____	$_____
3	*CSS-1 or *CSS-1H	Central Shop Storage Tank	75	$_____	$_____
4	Delivery per ton	Based on 28 Ton Minimum Loads	2,505	$_____	$_____
5	SPCC Plan			Lump Sum	$_____
6	Clean-up			Lump Sum	$_____
				SUB-TOTAL	$_____
				Sales Tax @ 7.8%	$_____
				TOTAL BID	$_____
7	Demurrage	Hourly Rate			$_____
		* Asphalt Emlusion (Liquid Asphalt)			

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, participation 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

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, bid collusion, or other fraudulent activities should use the "hotline" to report such activities.

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

DOT Form 272-036H
Revised 10/94

PROPOSAL - SIGNATURE PAGE

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

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

CASH ☐ **IN THE AMOUNT OF**_____

CASHIER'S CHECK ☐ _____ **DOLLARS**

CERTIFIED CHECK ☐ **($**_____**) PAYABLE TO THE LEWIS COUNTY TREASURER**

PROPOSAL BOND ☐ **IN THE AMOUNT OF 5% OF THE BID**

** Receipt is hereby acknowledged of addendum(s) No.(s) _____, _____, _____, & _____

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Proposal Must be Signed _____

Firm Name _____

Address _____

_____

_____

State of Washington Contractor's License No. _____

Unified Business Identifier (U.B.I.) No. _____

Federal ID No. _____

Note:
This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Lewis County Engineer will be cause for considering the proposal irregular and subsequent rejection of the bid.

*Attach Power of Attorney

APPENDIX B

CONTRACT DOCUMENTS

INCLUDING:

Contract Form

CONTRACT

THIS AGREEMENT, made and entered into this __ day of _____, 2016, between the BOARD OF COUNTY COMMISSIONERS of LEWIS COUNTY, State of Washington, acting under and by virtue of RCW 36.77.040, hereinafter called

the Board, and _____ of _____

for___sel___, heirs, executors, administrators, successors and assigns, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the payments, covenants and agreements hereinafter mentioned to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

DESCRIPTION OF WORK:

1. This contract provides for the purchase and delivery of *** Liquid Asphalt,*** and other work, all in accordance with the attached Plans, these Contract Provisions, and the Standard Specifications, and in full compliance with the terms, conditions and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any extra work which may be ordered as provided in this contract and every part thereof.

The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.

2. The County hereby promises and agrees with the Contractor to hire and does hire the Contractor to provide the materials and to do and cause to be done the above described work and to complete and furnish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The County further agrees to hire the contractor to perform any alterations in or conditions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

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

4. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

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5. CANCELLATION OF CONTRACT FOR VIOLATION OF STATE POLICY

This contract, pursuant to RCW 49.28.040 to RCW 49.28.060, may be canceled by the officers or agents of the Owner authorized to contract for or supervise the execution of such work, in case such work is not performed in accordance with the policy of the State of Washington.

6. DOCUMENTS COMPRISING CONTRACT

All documents hereto attached, including but not being limited to the advertisement for bids, information for bidders, bid proposal form, general conditions (if any), special conditions (if any), complete specifications and the complete plans, are hereby made a part of this contract.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the said Board of County Commissioners of aforesaid County, pursuant to resolution duly adopted, has caused this instrument to be executed by and in the name of said Board by 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.

_____

_____

By:_____

_____
Contractor

Performance of foregoing contract assured in accordance with the terms of the accompanying bond.

APPROVED AS TO FORM:

Dated: _____, 2016

JONATHAN L. MEYER, Prosecuting Attorney

By:_____
Surety

By:_____
Civil Deputy

By:_____
Attorney-in-fact

APPROVED:

_____
County Engineer

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