



**CONTRACT PROVISIONS
WITH SAMPLE CONTRACT FORMS**
for


2019-21 BOATYARD RESURFACING

**Small Works Roster
Contract No. 2019-06-01**

Jim Pivarnik, Executive Director
Port of Port Townsend

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Approved for Construction:



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Date: 6/18/19

Contract No. 2019-06-01

TABLE OF CONTENTS

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 11 13	Bid Solicitation
00 21 13	Instructions to Bidders
00 31 26	Existing Hazardous Material Information
00 41 13	Bid Form
00 43 13	Bid Guarantee Form
00 52 13	Sample Agreement Form
00 61 13.13	Performance Bond
00 61 13.16	Payment Bond
00 72 00	General Conditions
00 73 00	Supplementary Conditions
00 73 19	Health and Safety Provisions

DIVISION 1 - GENERAL REQUIREMENTS

01 11 00	Summary of Work
01 20 00	Measurement and Payment
01 51 36	Temporary Construction Water

DIVISION 3 – EXTERIOR IMPROVEMENTS

32 15 40	Crushed Stone Surfacing
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DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 11 13 – SMALL WORKS ROSTER CONTRACT - BID SOLICITATION

Contract Title	2019-21 BOATYARD RESURFACING		
Bids Due	July 2, 2019	2:00 PM	PO Box 1180 2701 Jefferson Street Port Townsend, WA 98368
	<small>date</small>	<small>time</small>	<small>location</small>
Note: There will be a public bid opening immediately after the bid deadline (above), and be held in the Port’s Administration Building Conference Room.			
<p>Unit Priced Contract: This contract will be an Unit Priced Contract issued according to RCW 53.08.120 (3) for the period 2019-2021, and may be extended up to an additional year. Because this contract is a Unit Priced Contract, Work Orders will be control the work and be issued by the Port. Work under a Work Order needs to be completed 90 days after issuance.</p> <p>As information for prospective bidders, the Port has budgeted \$100,000 for this work in 2019. Amounts contracted in 2017 and 2018 were approximately \$200,000 and \$77,000 respectively. There is no guarantee that these projected and past levels of expenditure will occur during this contract period.</p> <p>Summary Of Work: The Port of Port Townsend Boat Haven facility consists of in-water moorage, commercial buildings for marine related businesses, and in-yard storage for boat maintenance. A portion of the facility is known as the Boatyard. This work involves a re-surfacing (scarifying, placement of new gravel, grading and compaction) in various areas of the Boatyard, and grading / compaction of roadways (travel-ways). For resurfacing, The objective is generally to provide 3 to 4 inches of additional surface (loose thickness) of Crushed Surfacing (Top or Base Course) over a prepared surface. The grading effort is intended to use existing gravel, removal of “pot holes” through regrading and compaction. Resurfacing and grading will need to be completed such that drainage grades are maintained to existing stormwater drainage facilities.</p> <p>The Specifications and Contract Documents provide more detail on locations, methods and materials.</p>			

Questions concerning this Contract may be directed to:
Marc Horton, PE
<small>Name</small>
360-890-0752
<small>phone number(s)</small>

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 21 13 – Small Works Roster Contract - Instructions to Bidders

PART 1.	BIDDING REQUIREMENTS	2
1.01	EXAMINATION OF CONTRACT DOCUMENTS AND REGULATIONS	2
1.02	INSPECTION OF WORK SITE	2
1.03	CLARIFICATION OF CONTRACT DOCUMENTS.....	3
1.04	PRE-BID CONFERENCE	3
PART 2.	PREPARATION AND SUBMITTAL OF BIDS.....	3
2.01	FORM OF BID	3
2.02	BID PRICE	4
2.03	TAXES	4
2.04	BIDDER’S NAME AND SIGNATURE	5
2.05	BID GUARANTEE	5
2.06	PROPOSED SUBCONTRACTORS	6
2.07	BID SUBMITTAL.....	6
2.08	WITHDRAWAL OR MODIFICATION OF BID	6
2.09	BID OPENING	6
2.10	BID VALIDITY.....	7
PART 3.	BID EVALUATION.....	7
3.01	EVALUATION STANDARD	7
3.02	VERIFICATION OF BID PRICES	7
3.03	CLAIM OF ERROR	7
3.04	RESPONSIVE BIDS	7
3.05	BIDDER QUALIFICATIONS	8
3.06	SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA.....	9
3.07	COLLUSION	10
3.08	SINGLE BID RECEIVED	10
3.09	NO BID RECEIVED	11
3.10	RIGHTS OF THE PORT	11
PART 4.	AWARD OF CONTRACT	11
4.01	NOTICE OF AWARD.....	11
4.02	PERFORMANCE AND PAYMENT BONDS	11
4.03	EXTENSION OF TIME.....	12
4.04	FAILURE TO EXECUTE CONTRACT	12
4.05	CANCELLATION OF AWARD	12

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 21 13 – Small Works Roster Contract - Instructions to Bidders

PART 1. BIDDING REQUIREMENTS

1.01 EXAMINATION OF CONTRACT DOCUMENTS AND REGULATIONS

- A. To qualify for bidding on this contract, bidders must be on the current (at the time of bid opening) Port of Port Townsend Small Works Roster. This Roster is maintained for the Port by the Municipal Research & Services Center (MRSC - <https://mrscrosters.org/>). The Contract amount cannot exceed \$300,000.
- B. The bidder shall examine the Contract Documents and any other data made available to the bidder relating to the Work, and shall comply with all instructions and provisions. The bidder shall promptly notify the Port of ambiguities, inconsistencies, or errors, if any, which it may discover upon examination of the Contract Documents and any other data made available to the bidder relating to the Work. The submission of a Bid shall constitute an acknowledgement upon which the Port may rely that the bidder has thoroughly examined and is familiar with the Contract Documents and has reviewed all applicable federal, state and local statutes, regulations, ordinances and environmental documents relating to the work and all permits which have been applied for and/or issued pertaining to the Work. The failure or neglect of a bidder to examine any of the Contract Documents, statutes, regulations, ordinances, environmental documents or permits shall not relieve the bidder from any obligations with respect to the Contract Documents or the Work.
- C. The bidder shall verify that all documents provided by the Port, and upon which the bidder is basing its bid, are full and complete with no missing pages, sheets or unintentional blank spaces. Submittal of a bid indicates the bidder has verified it has obtained all Port-supplied Contract Documents. No claim for additional work due to missing bid information will be considered.
- D. If the bidder elects to review or download Contract Documents electronically from websites it is the bidder's responsibility to ensure that all documents are complete and that all addenda have been reviewed prior to submission of Bid.

1.02 INSPECTION OF WORK SITE

- A. Bidder shall inspect and compare the work site and Contract Documents to evaluate the location of the Work, the actual physical conditions of the site, and surface and subsurface conditions ordinarily encountered and generally recognized as inherent in the Work. Bidder shall obtain written permission from the Port prior to entering the work site or conducting physical testing of the work site, except for attendance during a scheduled pre-bid examination.

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 21 13 – Small Works Roster Contract - Instructions to Bidders

- B. If the bidder finds facts or conditions which appear to conflict with the Contract Documents or with any other data made available to the bidder relating to the Work, the bidder shall promptly notify the Port in writing.

1.03 CLARIFICATION OF CONTRACT DOCUMENTS

- A. Requests for interpretation or reports of ambiguities shall be made in writing and delivered to the Port at least seven calendar days before the Bid submittal deadline. Clarifications, interpretations, or supplemental instructions which change the scope of work and or schedule described in the contract documents, will be issued only in the form of written addenda. All addenda shall become part of the Contract Documents and any subsequently awarded Contract.
- B. Each bidder shall acknowledge the receipt of all addenda issued on its Bid. If such acknowledgement is not made, the Port reserves the right to show constructive notice through delivery records or the bidder's use of information contained in the addenda.
- C. Bidders shall not rely upon any oral statements or conversations, whether at the pre-bid conference or otherwise, that they may have with Port employees, agents or representatives regarding the Contract Documents. No oral clarification or interpretations will be made to any bidder as to the meaning of the Contract Documents.

1.04 PRE-BID CONFERENCE

- A. Prospective bidders and primary subcontractors are required to attend a pre-bid conference if stipulated in the Bid Solicitation (Section 00 11 13). Attendees should review the information and safety precautions set forth in the Contract Documents to determine for themselves appropriate protective clothing or equipment. Attendees further agree to indemnify and hold the Port harmless from any and all claims of personal injury arising from their participation in the site visit.

PART 2. PREPARATION AND SUBMITTAL OF BIDS

2.01 FORM OF BID

- A. Bids shall be submitted on the form provided by the Port in Section 00 41 13.
- B. All blanks on the bid forms shall be filled in by ink or typed.
- C. Alterations, erasures, or interlineations within the blanks, if any, shall be in ink and initialed by the signer of the Bid.
- D. The bidder shall make no deletions, additional conditions or stipulations on the bid form or qualify its Bid in any manner.

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 21 13 – Small Works Roster Contract - Instructions to Bidders

- E. If Additive Alternate Bid items are included in the bid schedule, the bidder is required to submit prices for the Additive Alternative Bid items in their bid submittal.

2.02 BID PRICE

- A. All prices on the bid form shall be in U.S. dollars.
- B. For lump sum bids the Total Bid shall be submitted.
- C. For unit price bids a price shall be submitted for each item of the Work, an extension thereof, and, if requested, the Total Bid.
- D. The price on the bid form for that element of Work shall include everything necessary for the prosecution and completion of the Work in accordance with the Contract Documents including, but not limited to, furnishing all required materials, equipment, tools, transportation of Port furnished materials, plant and other facilities and all management, superintendence, labor and services, and field design, except as may be otherwise provided in the Contract Documents.
- E. Estimated quantities, if any, set forth on the bid form are estimates only, being given only as a basis for the comparison of Bids, and the Port does not warrant, expressly or by implication, that the actual amount of work will correspond to the estimated quantities. The Port reserves the right to increase or decrease the amount of any class or portion of the Work and to make changes in the Work as the Port may deem necessary or appropriate. The basis of payment for unit price bid items for which estimated quantities were set forth on the bid form shall be the actual number of unit items provided or performed under this Contract.
- F. Prices shall be expressed in figures only.

2.03 TAXES

- A. The Work to be performed under this Contract constitutes a “retail sale” as such term is defined in RCW 82.04.050, unless the Work is specifically identified on the bid form as an Environmental Remediation Action or WAC 458-20-171 Public Road Construction. As applicable, the Port will pay state and local retail sales tax on each progress payment and final payment to the Contractor for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local government. The Contractor will pay retail sales tax on all consumables used during the performance of the Work and on all items that are not incorporated into the final Work, which sales tax shall be included in the prices on the bid form.
- B. No increase will be made in the amount to be paid by the Port under this Contract because of any misunderstanding by or lack of knowledge of the Contractor as to liability for, or the amount of any taxes for which the Contractor is liable or responsible by law or under this Contract.

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 21 13 – Small Works Roster Contract - Instructions to Bidders

- C. Items taxable, in addition with the tax to be paid, shall be shown in a separate section of the bid form. In any case where it is not included as a separate item, the Port will add the sales tax to the total of the bid prices shown.
- D. If the Work is specifically identified on the bid form as an Environmental Remediation Action or Rule 171 Public Road Construction, the Work does not constitute a retail sale to the Port and the Port will not pay state and local retail sales taxes on the total Contract Sum. Bidders are advised that they will be considered the consumer of all materials, equipment and supplies used or consumed in performing the Work and must pay state and local retail sales tax to their subcontractors and suppliers. Bidders who have questions regarding the applicable taxes should contact the Washington State Department of Revenue.

2.04 BIDDER’S NAME AND SIGNATURE

- A. The bid form shall include the legal name and contractor registration number of the bidder and shall indicate whether bidder is a sole proprietor, a partnership, a corporation, joint venture, or other legal entity. The bid form shall be signed by a person legally authorized to bind the bidder to a contract and shall indicate the bidder’s address. A bid form signed by an agent shall have a current power of attorney attached certifying agent’s authority to bind the bidder. Upon request of the Port the bidder shall provide corporate or partnership documentation evidencing the bidder’s legal status and showing the authority of the person signing the bid form to execute contracts on behalf of the bidder.
- B. The bid form shall not become a part of the Contract Documents except by inclusion into the Agreement.

2.05 BID GUARANTEE

- A. The bid shall be accompanied by a Bid Guarantee in an amount at least 5% of the Total Contract Sum.
- B. The Bid Guarantee shall be in one of the following forms and made payable to the Port of Port Townsend: a Bid bond, either the form provided in Section 00 43 13, or a form acceptable to the Port which contains provisions substantially similar to those in Section 00 43 13, duly completed by a guarantee company authorized to do business in the state of Washington; a U.S. postal money order; or a certified check or cashier's check drawn upon a banking institution. The surety signing the Bid bond must appear on the U.S. Treasury Department’s most current list (Circular 570 as amended), and the surety's name must appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner. Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 21 13 – Small Works Roster Contract - Instructions to Bidders

2.06 PROPOSED SUBCONTRACTORS

- A. The Port of Port Townsend encourages and supports the use of M/WBE subcontractors and suppliers on all Work.
- B. After bid opening the Port may require the apparent low bidder to identify any proposed subcontractors and major suppliers together with a statement of experience with references for each. Such information shall be submitted within 24 hours of request.

2.07 BID SUBMITTAL

- A. The Bid, the Bid Guarantee, and all other documents required to be submitted with the Bid shall be enclosed in a sealed envelope marked "bid submittal by" followed by the name and address of the bidder, the Port-designated project name, and the date and time for the opening of Bids.
- B. If the Bid is mailed, it shall be addressed to the Port of Port Townsend, PO Box 1180, Port Townsend, WA 98368. The Bid shall be enclosed within another envelope with the notation "BID ENCLOSED" on the face.
- C. If the Bid is delivered, it shall be delivered to the Port's main office, which is located at 2701 Jefferson Street, Port Townsend, WA 98368.
- D. No Bid shall be considered which has not been received at the Port's main office before the Bid submittal deadline specified in the Bid Solicitation (Section 00 11 13). Bidder shall assume full responsibility for timely delivery of its Bid at the specified location.
- E. Oral, telephonic, telefaxed, electronic, or telegraphic Bids are invalid and will not receive consideration.

2.08 WITHDRAWAL OR MODIFICATION OF BID

- A. A bidder may withdraw or modify its Bid before the Bid submittal deadline by submitting written notice to the Port signed by the bidder. After Bid opening no bidder may withdraw or modify its Bid unless Contract award is delayed beyond the time specified in the Bid Solicitation (Section 00 11 13).

2.09 BID OPENING

- A. Unless stated otherwise in the Bid Solicitation (Section 00 11 13), all Bids which have been properly identified and received will be publicly opened and the prices read aloud. No evaluation of the Bids will be made at that time except for the announcement of the apparent low bidder.
- B. Unless stated otherwise in the Bid Solicitation (Section 00 11 13), public bid opening shall take place in the Conference Room of the Port's Administrative Office, located at 2701 Jefferson Street, Port Townsend, WA 98368.

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 21 13 – Small Works Roster Contract - Instructions to Bidders

2.10 BID VALIDITY

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

PART 3. BID EVALUATION

3.01 EVALUATION STANDARD

- A. Bids will be evaluated by the Port to determine which bid is the lowest responsive bid by a responsible bidder. Award of contract will be made at the Port's sole discretion, in the Port's best interest considering the base bid, additive alternative bid items, and other factors. The Port retains the option to reject all bids and not award the contract.

3.02 VERIFICATION OF BID PRICES

- A. Prices set forth in the Bid will be reviewed by the Port for mathematical accuracy. The Port reserves the right to correct mathematical errors or complete mathematical calculations that are obvious on the face of the Bid. In the event of a discrepancy between a unit price and the extended amount for a bid item, the unit price will control. The prices, corrected for mathematical errors, shall be used as the amount of the bid items for evaluation and award purposes.

3.03 CLAIM OF ERROR

- A. A bidder claiming error in its Bid must submit supporting evidence including cost breakdown sheets within 24 hours of Bid opening and provide any other supporting documentation requested by the Port. In the event the bidder demonstrates an error in the Bid to the Port's satisfaction, the Port may allow the bidder to withdraw its Bid.

3.04 RESPONSIVE BIDS

- A. The Port, in its sole discretion, reserves the right to determine Bid irregularities which render a Bid non-responsive, and to waive informalities and immaterial irregularities in the Bid. A Bid shall be considered irregular and may be rejected by the Port as non-responsive for reasons including, but not limited to:
 - 1. If the bid form furnished or authorized is not used or is altered;
 - 2. If the bid form or any required supplemental documents are incomplete, contain any additions, deletions, conditions, or otherwise fail to conform to the Port's requirements;
 - 3. If the bidder adds any provisions reserving the right to reject or accept the award, or enter into the contract;
 - 4. If the Bid or Bid Guarantee is not properly executed, or shows an incorrect amount;

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 21 13 – Small Works Roster Contract - Instructions to Bidders

5. If the Bid fails to include a price for every bid item;
6. If the Port reasonably deems the Bid Guarantee inadequate; or
7. If the Port deems any of the bid prices to be excessively unbalanced either above or below the amount of a reasonable bid price for the item of Work to be performed, to the potential detriment of the Port.

3.05 BIDDER QUALIFICATIONS

- A. It is the intent of the Port to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Port to submit documentation demonstrating compliance with the criteria. The bidder must:
1. At the time of bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW.
 2. Have a current Washington Unified Business Identifier (UBI) Number.
 3. Have a current Contractors License issued by the City in which the work is to be performed.
 4. If applicable:
 - a. Have industrial insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required by Title 51 RCW;
 - b. Have a Washington Employment Security Number as required Title 50 RCW.
 - c. Have a Washington Department of Revenue state excise tax registration number, as required by Title 82 RCW.
 5. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
 6. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of Bid Solicitation for the project.
- B. The Port reserves the right to investigate the qualifications of any bidder, including but not limited to, contacting any reference or any financial institution to verify that the bidder is qualified to successfully complete the Work.

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 21 13 – Small Works Roster Contract - Instructions to Bidders

- C. In order to verify that the bidder has adequately incorporated all elements of the Work and the requirements of the Contract Documents in its bid prices, the bidder will make available upon request, for the Port's review a complete itemization of its Bid, and clearly define all phases of its work.
- D. Prior to award, if requested by the Port, the bidder and selected proposed subcontractors or suppliers shall attend a bid evaluation conference and shall bring to the conference any documents requested by the Port to evaluate the Bid and the bidder's qualifications.

3.06 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

- A. In addition to the bidder responsibility criteria above, the Port may adopt relevant supplemental criteria for determining bidder responsibility applicable to a particular project which the bidder must meet (RCW 39.04.350 (2)). Adopted criteria shall be stated in Specification Section 00 73 00 - Supplementary Conditions.
- B. As evidence that the bidder meets the bidder responsibility criteria stated in Section 00 73 00, the apparent low bidder must submit the requested documentation to the Port within 48 hours of the bid submittal deadline. In the interests of meeting the project's schedule, the Port may request that the next lowest bidder(s) also submit the documentation.
- C. In the event bidder fails to supply the supplemental information requested concerning responsibility within the time and manner specified, the Port may base its determination of responsibility on any available information related to the supplemental criteria, or may find the bidder not responsible. The Port reserves the right to request such documentation from other bidders also.
- D. The Port may conduct reference checks for the bidder whose bid is under consideration for award. In the event that information obtained from the reference checks:
 - 1. Reveals that the bidder does not meet the Supplemental Bidder Responsibility Criteria; or
 - 2. Indicates concerns about the bidder's performance on projects identified as meeting the Supplemental Bidder Responsibility Criteria, which may include, but not be limited to the quality of construction, the bidder's management of subcontractors, timeliness of required submittals, and safety record on the project; or
 - 3. Indicates other concerns about the bidder's ability to successfully perform the work, the Port may determine that the bidder is not a responsible bidder. Prior to making such a determination that a bidder is not responsible based on information received through reference checks, the Port will discuss with the bidder the information obtained from the references, and provide the bidder with the

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 21 13 – Small Works Roster Contract - Instructions to Bidders

opportunity to offer explanations that may help inform whether the Port declares the bidder not responsible.

In conducting reference checks, the Port may include itself as a reference if the bidder has performed work for the Port, even if the bidder did not identify the Port as a reference.

- E. The Port shall consider an overall accounting for determining bidder responsibility. If the Port determines the bidder does not meet the bidder responsibility criteria and is therefore not a responsible bidder, the Port 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 3 business days of receipt of the Port's determination by presenting additional information to the Port. The Port will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the Port will not execute a contract with any other bidder until two 2 business days after the bidder determined to be not responsible has received the final determination.
- F. The Port may award the contract to the next lowest bidder who meets the Supplemental Bidder Responsibility Criteria and whose reference checks validate the ability of the bidder to successfully perform the work. The Port will use the same process in checking references for any bidders other than the low bidder.
- G. Any bidder, within 5 business days before the bid submittal deadline, may request that the Port modify the Supplemental Criteria. The Port will evaluate the request submitted by any potential bidder and respond before the submittal deadline. If the evaluation results in a change of the criteria, the Port will issue an addendum to the bidding documents identifying the new criteria.

3.07 COLLUSION

- A. If the Port determines that collusion has occurred among the bidders, none of the Bids of the participants in such collusion will be considered. The Port's determination of collusion shall be conclusive.

3.08 SINGLE BID RECEIVED

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

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 21 13 – Small Works Roster Contract - Instructions to Bidders

3.09 NO BID RECEIVED

- A. For Contracts estimated to cost less than \$300,000, where the Port receives no bids, the Port shall have the right, in its sole discretion, to award a contract to a responsible Contractor chosen from the Small Works Roster. The Contract amount shall be at a negotiated price that does not exceed 10% of the estimate of probable cost filed with the Office of the Executive Director, and in no case shall the contract award exceed \$300,000.

3.10 RIGHTS OF THE PORT

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

PART 4. AWARD OF CONTRACT

4.01 NOTICE OF AWARD

- A. The acceptance of a Bid will be evidenced by a written notice of award delivered to the bidder whose Bid is accepted.
- B. Within ten days after issuance of the notice of award, an Agreement similar to the Sample Agreement form set forth in Section 00 52 13 shall be executed in duplicate and returned, together with the performance and payment bonds, and certificates of insurance with endorsements as required by the Contract Documents.
- C. The bidder shall not commence physical modification of the work site until the Port has issued its notice of award, notice to proceed or work order, and the Port has received the executed Agreement form and bonds and certificates of insurance meeting the requirements of the Contract Documents.

4.02 PERFORMANCE AND PAYMENT BONDS

- A. The bidder awarded this Contract shall furnish performance and payment bonds on forms set forth in Section 00 61 13.13 and Section 00 61 13.16, or similar form acceptable to the Port in the amount of 100% of the Total Contract Sum as security for the faithful performance and completion of the Work. Such bonds shall be executed and sealed by a duly licensed surety registered with the Washington State Insurance Commissioner, and the surety's name shall appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner. Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 21 13 – Small Works Roster Contract - Instructions to Bidders

- B. The scope of the performance and payment bonds shall not affect or alter the liabilities of the Contractor to the Port under the terms of the Contract Documents.
- C. The Port may require the surety to appear and qualify itself upon the bond. If at any time the Port determines, in its sole judgment, that the surety is insufficient, the Port may require the Contractor to furnish additional surety in form and arrangement satisfactory to the Port and in an amount not exceeding that originally required. Payments will not be made on the Contract until sufficient surety as required is furnished.
- D. The person signing the performance bond on behalf of the Contractor shall also sign the Agreement form and bonds.

4.03 EXTENSION OF TIME

- A. If the Agreement form is not executed or not submitted to the Port within the time required and, in the Port's discretion, circumstances warrant an extension of time, it may extend the time for execution of the Agreement form or for furnishing bonds and insurance certificates for a period not to exceed ten additional days.

4.04 FAILURE TO EXECUTE CONTRACT

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

4.05 CANCELLATION OF AWARD

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

END OF SECTION

Division 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 31 26 – Existing Hazardous Materials Information

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section provides the notification required for disclosure of asbestos, lead-containing or other hazardous materials.

1.02 HAZARDOUS MATERIALS NOTICE

- A. The Port is reasonably certain that asbestos and lead will not be disturbed by the project. If the Contractor encounters material suspected of containing lead or asbestos which will interfere with the execution of the work, the Contractor shall stop work and notify the Port.

1.03 NOTIFICATION AND SUSPENSION

- A. In the event the Contractor detects the presence of potentially contaminated materials not previously identified in this specification, the Contractor shall immediately notify the Port. Following such notification by the Contractor, the Port shall in turn notify the various governmental and regulatory agencies concerned with the presence of potentially contaminated materials, if warranted.

1. Following completion of any further testing necessary to determine the nature of the materials involved, the Port will determine how the material shall be managed. Although the actual procedures used in resuming the work shall depend upon the nature and extent of the potentially contaminated material, the following alternate methods of operation are foreseen as possible:
 - a. Contractor to resume work as before the suspension.
 - b. Contractor to move its operations to another portion of the work until measures to eliminate any hazardous conditions can be developed and approved by the appropriate regulatory agencies.
 - c. The Port to direct the Contractor to dispose or treat the material in an approved manner.
 - d. The Port to terminate or modify the Contract.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

DIVISION 0 - PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 41 13 - Bid Form

BIDDER'S NAME _____

PROJECT TITLE: 2019-21 Boatyard Resurfacing I
 Contract No. 2019-06-01

The undersigned bidder declares that it has read the Contract Provisions, understands the conditions, has examined the site, and has determined for itself all situations affecting the work herein bid upon.

And, bidder proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, machinery, tools, materials, etc., including all work incidental to, or described or implied as incidental to such items, according to the Contract Documents of the Port of Port Townsend, and that the bidder will complete the work within the time stated, and that bidder will accept in full payment therefore the unit price(s) and/or lump sum price as set forth in the bid below: (Note: Show prices in figures only.)

Note: This project has been determined to be Public Road Construction and under the provisions of WAC 458-20-171 (see Section 00 21 13 (2.03)).

Item No.	Description	Unit	Estimated Annual Quantity	Unit Price	Cost
1	Excavation –material removal adjacent to concrete structures / pavement / blend with prepared surface	LF	600	\$	\$
2	Crushed Surfacing Top Course – Catch Basin Protection, Surface Preparation, Delivery, Grading and Compaction	Ton	500	\$	\$
3	Crushed Surfacing Base Course – Catch Basin Protection, Surface Preparation, Delivery, Grading and Compaction	Ton	1500	\$	\$
4	Roadway (Travelway) Grading	100 LF	30	\$	\$
SUB-TOTAL (BASED ON ANNUAL ESTIMATES):					\$
TOTAL CONTRACT SUM (BID) FOR 3 YEAR CONTRACT (BID SUB-TOTAL X 3)					\$

DIVISION 0 - PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 41 13 - Bid Form

ADDENDA ACKNOWLEDGEMENT:

Receipt of all Addenda through No. _____ is (are) hereby acknowledged.

NON COLLUSION

The undersigned declares under penalty of perjury that the bid submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder or bidders.

Name of Firm

Signature	By (Type or Print)	Title	Date
------------------	---------------------------	--------------	-------------

Mailing Address	City	State	Zip Code
-----------------	------	-------	----------

Telephone Number	E-mail
------------------	--------

Washington State Contractor's License No. _____

Date of Issue _____ Expiration Date _____

Federal Tax ID No. _____

Bids submitted without a signature will be determined non-responsive, in accordance with Specifications Section 00 21 13, paragraph 3.04

DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS

Section 00 43 13 - Bid Guarantee

KNOW ALL MEN BY THESE PRESENT:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the PORT OF PORT TOWNSEND as Obligee, in the penal sum of _____ Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigned, jointly and severally, by these present.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for

Boatyard Resurfacing – Contract No. 2019-06-01

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or, if the principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ day of _____, 2019

BY _____
Principal

BY _____
Surety

Agent and Address

Note: Bidder may submit surety's bid bond form, provided it is similar in substance, made out in the name of the Port of Port Townsend, and that the agent's name and address appear as specified. **Bonds containing riders limiting responsibility for toxic waste or limiting the term of responsibility will be rejected.**



2019-21 BOATYARD RESURFACING

SAMPLE AGREEMENT

Contract No 2019-06-01

THIS AGREEMENT entered into by Port of Port Townsend, a municipal corporation of Jefferson County, Washington, hereinafter called the Port, and _____, hereinafter called the Contractor.

WHEREAS the Port, by authority in it vested, has awarded the Contractor a contract for furnishing all the labor, equipment, materials and services necessary to complete the work described in the Contract Provisions, on the Port of Port Townsend properties. This work will be accomplished as bid, for the contract term ending (Month) (day) 2021 and sum of _____ . This work will be performed in accordance with the Contract Provisions and the bid of the Contractor. The Contractor has accepted such award, and said Contract Documents and bid are made a part hereof as though fully set out herein.

WHEREAS the Port established this contract as an Unit Price Contract (under the provisions of RCW 53.08.120) for a three (3) year period, work under this contract will be authorized by Work Order. Work Orders will be issued by the Port and will sufficient detail to describe the work. The Contractor will have at least 90 days to complete the effort described under each Work Order.

NOW THEREFORE, this Agreement has been executed as of the date below:

DATE: _____, **2019**

PORT OF PORT TOWNSEND

(CONTRACTOR)

Jim Pivarnik, Executive Director

By Title

By Title

Signature

Signature

DIVISION 0 - PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 61 13.13 Performance Bond

PERFORMANCE BOND

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
Port of Port Townsend
2701 Jefferson Street
Port Townsend, WA 98368

CONSTRUCTION CONTRACT:

Date: _____

Amount: \$ _____

Description: _____

BOND:

Date: _____

(Not earlier than Construction Contract Date)

Amount: \$ _____

Modifications to this Bond: None See Section 13

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

SURETY:
Company: _____
(Corporate Seal)

Signature: _____

Signature: _____

Name & Title: _____

Name & Title: _____

(Any additional signatures appear on the last page of this Payment Bond)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party)

DIVISION 0 - PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 61 13.13 Performance Bond

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

DIVISION 0 - PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 61 13.13 Performance Bond

- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

DIVISION 0 - PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 61 13.13 Performance Bond

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

SURETY:
Company: _____
(Corporate Seal)

Signature: _____

Signature: _____

Name & Title: _____

Name & Title: _____

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 61 13.16 Payment Bond

PAYMENT BOND

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
Port of Port Townsend
2701 Jefferson Street
Port Townsend, WA 98368

CONSTRUCTION CONTRACT:

Date: _____

Amount: \$ _____

Description: _____

BOND:

Date: _____

(Not earlier than Construction Contract Date)

Amount: \$ _____

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

SURETY:
Company: _____
(Corporate Seal)

Signature: _____

Signature: _____

Name & Title: _____

Name & Title: _____

(Any additional signatures appear on the last page of this Payment Bond)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party)

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 61 13.16 Payment Bond

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms:

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claims, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond,

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 61 13.16 Payment Bond

and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the State in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 61 13.16 Payment Bond

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY:

Company: _____
(Corporate Seal)

Signature: _____

Name & Title: _____

Signature: _____

Name & Title: _____

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 72 00 – Small Works & Unit Price Contract - General Conditions

1. BID SUBMITTAL

Any erasures or alterations of any kind and bids which are incomplete or contain irregularities may be rejected. The Port reserves the right, but without obligation, to waive informalities and irregularities. Bids shall be submitted by the time and date established in the Bid Solicitation.

2. RESPONSIVE BIDS

The Port, in its sole discretion, reserves the right to determine Bid irregularities which render a Bid non-responsive, and to waive informalities and immaterial irregularities in the Bid. A Bid shall be considered irregular and may be rejected by the Port as non-responsive for reasons including, but not limited to:

If the bid form furnished or authorized is not used or is altered;

If the bid form or any required supplemental documents are incomplete, contain any additions, deletions, conditions, or otherwise fail to conform to the Port's requirements;

If the bidder adds any provisions reserving the right to reject or accept the award, or enter into the contract;

If the Bid or Bid Guaranty is not properly executed, or shows an incorrect amount;

If the Bid fails to include a price for every bid item;

If the Port reasonably deems the Bid Guaranty inadequate; or

If the Port deems any of the bid prices to be excessively unbalanced either above or below the amount of a reasonable bid price for the item of Work to be performed, to the potential detriment of the Port.

3. SINGLE BID RECEIVED

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

4. NO BID RECEIVED

For Contracts estimated to cost less than \$300,000, where the Port receives no bids, the Port shall have the right, in its sole discretion, to award a contract to a responsible Contractor chosen from the Small Works Roster. The Contract amount shall be at a negotiated price that does not exceed 10% of the estimate of

probable cost filed in the office of the Executive Director, and in no case shall the contract award exceed \$300,000.

5. RIGHTS OF THE PORT

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

6. TAXES -- RETAIL SALES

Washington State Sales Tax, if required, will be considered in the total bid price and must be shown as a separate item on the Bid. All other applicable taxes which the Contractor is required to pay shall be included by it in its bid prices for the work under this Contract.

7. BID EVALUATION AND CONTRACT AWARD

Bids will be evaluated by the Port to determine which bid is the lowest responsive bid by a responsible bidder. Award of contract will be made at the Port's sole discretion, in the Port's best interest considering the base bid, additive alternative bid items, and other factors. The Port retains the option to reject all bids and not award the contract. The Port may require the bidder to provide additional qualifications information. If the bidder is notified of contract award, the Agreement Form shall be executed in duplicate and returned, together with the Performance and Payment Bond and insurance certificate within ten days. After execution by the Port, one copy of the signed Agreement will be returned to the Contractor.

8. INSURANCE

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

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

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 72 00 – Small Works & Unit Price Contract - General Conditions

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form, providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or the equivalent and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Port shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Port.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

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

9. PERFORMANCE/PAYMENT BOND

Pursuant to RCW 39.08.010 the Contractor, prior to commencing work, shall furnish a Performance/Payment Bond for the full contract sum including sales tax; however, if the Contract Sum does not exceed \$35,000 the Contractor may, in lieu of providing a bond, request the Port retain 50% of the Contract amount earned for a period of 45 days following acceptance of the work or until receipt of all necessary releases and settlement of any liens filed under Chapter 60.20 RCW, whichever is later, at which time the Port in ordinary course of business will make final payment.

10. PREVAILING WAGES

The Contractor shall comply with the requirements of RCW 39.12, and shall pay each employee an amount not less than the Prevailing Rate of Wage, as specified by the Industrial Statistician of the Washington State Department of Labor and Industries (L&I). Before commencement and upon completion of work, the Contractor shall file the forms and pay the filing fees required by L&I. The Contractor shall indemnify and hold the Port harmless from any claims related to the payment or non-payment of such wages by the Contractor. The schedule of Prevailing Wage Rates is incorporated by reference into these Contract Documents.

The prevailing wage rates as provided to the Port by the Industrial Statistician of the Washington State Department of Labor and Industries is available for download at URL <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/>. A copy of the prevailing wage rates is available for viewing at the Port of Port Townsend offices or may be requested by contacting the Port's contract administrator. In referencing such rates, the Port does not imply or warrant that the Contractor will find labor available at those rates. It is the Contractor's sole responsibility to determine the most current wage rates it will actually have to pay. These rates shall

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 72 00 – Small Works & Unit Price Contract - General Conditions

remain in effect for the duration throughout Contractor's performance of the Work.

11. UNIT PRICED CONTRACT

Work under Unit Priced Contracts (per RCW 53.08.120) will be authorized by Work Orders. Work Orders will describe the location and amount of activity under the contract, and Work Order value based on unit price. Change Orders are allowed as described within these General Conditions. Work Orders will also specify the expected project duration or contract time (time for substantial completion of the activity).

12. CONTRACT TIME

The Contractor shall promptly start work as soon as possible after the effective date of the written Notice to Proceed or Work Order issued by the Port. The Contractor shall plan and prosecute the work diligently so that the various portions of the work shall be completed within the time set forth herein. Failure to complete the work within the time specified may result in the assessment of damages for avoidable delay in addition to other remedies available to the Port. Avoidable delays in the prosecution of work include those delays which could have been avoided by the Contractor's exercise of care, coordination and foresight.

13. AUTHORITY OF THE PROJECT MANAGER

The Project Manager, designated by the Port, is the construction site representative of the Port and the Contractor shall look to the Project Manager in matters relating to compliance with Contract requirements. The work shall be done to the complete satisfaction of the Project Manager. The Project Manager will decide all questions which may arise concerning the quality and acceptability of materials and equipment furnished and work performed, the rate of progress of the work, and interpretation of the contract documents. The Project Manager has the authority to reject work which is defective or does not otherwise conform to the contract documents. The Project Manager is not responsible for and will not have control or charge of the means, methods, techniques, sequences, or procedures of construction, or for safety precautions or programs incidental thereto, these being the sole responsibility of the Contractor.

14. CONTRACT DOCUMENT INTERPRETATION

The intent of the contract documents is to prescribe a complete work. The Contractor shall furnish all labor, materials, equipment, and incidentals necessary or convenient to complete all parts of the work. Compensation for the cost of furnishing the foregoing and for full performance of the contract shall be considered as included in the contract sum.

15. CHANGES

The Port may make changes in the work within the scope of this Contract and such changes may be made without notice to any sureties. If any change causes an increase or decrease in the Contractor's cost of, or the time required for the performance of, any part of the work under this Contract, an equitable adjustment will be made consistent with such change and the Contract modified in writing accordingly; provided, however, that the Contractor notifies the Port of the change in cost or time before commencing the changed work. Records pertaining to changes in the work shall be maintained sufficient to document all costs. Failure to maintain and disclose the required records shall constitute a waiver of the Contractor's claim for costs not documented.

The value of any work covered by a change order or of any claim for increase or decrease in the Contract price will be determined by one or more of the following methods in the order of precedence listed below, if not specified in the bidding schedule:

15. A. UNIT PRICES

Unit prices set forth in the Contract Documents;

15. B. LUMP SUM

Lump sum as agreed, provided that the Contractor may be required to provide a detailed cost estimate for the proposed change;

15. C. TIME AND MATERIALS

Time and materials basis at rates set forth in the Contract Documents or, if not specified, as follows:

1. Labor not to exceed applicable Prevailing Rates of Wage, plus 15% for overhead, profit and all other costs incurred in supplying labor;

2. Materials and supplies incorporated in and necessary for the work, plus 15% for overhead, profit and all other costs incurred in supplying the materials and supplies;

3. Equipment, excluding small hand tools, at up to the maximum hourly rates set forth in the current "AGC-DOT Equipment Rental Agreement" at such rates as approved by the Project Manager, plus 15% for overhead, profit and all other costs incurred in supplying such equipment;

4. "Overhead" shall include, but not be limited to: field and office engineering, estimating, general superintendence, purchasing, office expense, small hand tools, all applicable taxes (except state and local retail sales tax), bonding and insurance costs, delay, acceleration or other impact and any other costs of doing business;

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 72 00 – Small Works & Unit Price Contract - General Conditions

5. Subcontractor's work costs shall be calculated in accordance with subparagraphs 1 through 4 above. To the total (excluding all markups for overhead and profit) shall be added 10% for the Contractor's supervision and overhead support;

6. All costs of the Contractor and any subcontractor attributable to a change in the work are either specifically listed or covered by the multipliers specified in paragraphs 1 through 5 above.

16. QUALITY

The Contractor shall supervise and direct the work using its best efforts, skills and attention. The Contractor shall be solely responsible for, and shall have full control and charge of construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under the contract. The Contractor is for all purposes an independent Contractor and not an agent or employee of the Port.

Unless otherwise specifically stated in the Contract, the Contractor shall provide and pay for materials, labor, tools, equipment, water, light, power, transportation, supervision, and temporary construction, and other services and facilities of any nature necessary to execute, complete and deliver the work within the Contract Time. Material and equipment shall be new and of a quality equal to or better than that specified. Equipment offered shall be current models which have been in successful regular operation under comparable conditions. The work performed shall be in conformity with the best modern practice of the trade with the intent to secure the best standard of construction and equipment of work as a whole and in part.

17. SAFETY

The Contractor shall maintain the work site and perform the work in a manner which meets all legal requirements for the provision of a safe workplace. The Contractor shall comply with safety standards and provisions of applicable laws, building and construction codes, and the safety regulations set forth in "Safety Standards for Construction", Chapter 296-155 WAC, and "General Safety Standards", Chapter 296-24 WAC, issued by the Washington State Department of Labor and Industries.

18. COMPLIANCE WITH LAWS AND PERMITS

The Contractor shall comply with and give notices required by all laws, ordinances, codes, rules, regulations, and permits relating to the conduct of the work. Except as specifically otherwise provided herein, the Contractor shall obtain and pay for all permits and licenses necessary to conduct the work. The

Contractor shall comply with Chapter 49.28 RCW, Hours of Labor.

19. HAZARDOUS MATERIALS

This Contract requires the exchange of hazardous materials information to prevent injury or illness to Port or Contractor personnel, to comply with WISHA and WAC 296-62-054.

19 A. AVAILABLE DOCUMENTS

The Port of Port Townsend Maintenance Department has available to the Contractor the following:

1. A list of all known hazardous materials in use at the Port of Port Townsend. Information on each can be obtained by reviewing the Material Safety Data Sheets (MSDS).
2. Precautions to be taken to lessen the possibility of exposure.

19 B. THE CONTRACTOR SHALL:

1. Notify all subcontractors and/or suppliers of any hazardous materials the Port of Port Townsend may have on site.
2. Label any hazardous materials brought on site as to contents, hazard warning, name and address of manufacturer.
3. Provide the following written information, prior to commencement of work:
 - a) A list of hazardous materials to be used during the construction phase of the work, along with the MSDS's.
 - b) A list of any hazardous materials that have been incorporated into the project and will remain on site, along with the MSDS's.

The Contractor shall conduct its work to meet the requirements set forth in the specifications and any applicable laws or regulations related to hazardous or petroleum-contaminated materials encountered during performance of the work.

The Contractor shall give immediate notice to the Port upon the discovery of any hazardous or petroleum-contaminated materials not specifically identified in the Contract Documents and proceed thereafter only as directed by the Port or as set forth in the specifications. If the material proves positive as containing asbestos, such material shall be handled in compliance with WAC 296-62-077 through 296-62-07753. Hazardous materials include asbestos, PCBs, lead, radioactive materials, explosives and other materials defined as

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 72 00 – Small Works & Unit Price Contract - General Conditions

hazardous or dangerous wastes in WAC Chapters 173-303 and 173-305.

20. PROTECTION OF UTILITIES

The Contractor shall protect from damage public and private utilities encountered during the work. Prior to beginning work, the Contractor shall give proper notification as required by RCW 19.122.030 to the agencies that have utilities in place, and shall cooperate with these agencies in the protection and relocation of underground utilities, facilities and structures. The number to call is 1-800-424-5555.

21. PAYMENT AND RETAINAGE

Upon completion of the work or no more often than monthly, the Contractor shall submit an invoice for work completed to the attention of Accounts Payable, Port of Port Townsend, at PO Box 1180, Port Townsend, WA 98501. Within 8 days after receipt of invoice, the Port will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount. The Port will make payment within 30 days of receipt of the Contractor's properly completed invoice or receipt of the goods and services, whichever is later.

The Port will pay 95% of the amount of the approved invoice and will retain 5% in accordance with Retainage requirements of Chapter 60.28 RCW, unless the Contractor asks the Port to retain 50% of the payment in lieu of bond in accordance with Paragraph 5 above. Payment shall neither waive or release the Port's rights nor relieve the Contractor of any obligations under this Contract or by law.

Pursuant to Chapter 60.28 RCW, the Port will retain 5% of the Contract Sum until receipt of all necessary releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later, at which time the Port in ordinary course of business will make final payment.

22. WORKERS' BENEFITS

The Contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW, and shall furnish proof of payment if requested by the Port. If any payment required by Title 50 or Title 51 is not made when due, the Port may retain such payments from any money due the Contractor and pay the same into the appropriate fund.

23. RECORD DRAWINGS

Upon completion of work and before requesting final inspection, provide the Project Manager with record drawings and all operation and maintenance

information showing actual dimensions and locations along with changes made during construction.

24. COMPLETION OF WORK

The Contractor shall notify the Project Manager when it considers the work complete. If, upon inspection, the Port determines that all work has been completed in accordance with the terms of this Contract, the Port will accept such work, which acceptance shall be evidenced by a written letter of acceptance to the Contractor. The Port shall not be barred by acceptance from requiring the Contractor to remove, replace, repair, or dispose of unauthorized or defective work, material, or equipment or from recovering damages for the same.

25. GUARANTEE

25 A. REPAIRS

For a period of 365 days after the date of acceptance of the work, the Contractor, upon notification from the Port, shall promptly schedule and make all repairs to the Contractor-furnished materials, equipment and/or workmanship which may be necessary to make such materials, equipment and/or workmanship equal to that specified in the Contract.

25 B. WARRANTY

The Contractor shall furnish to the Port any guarantee or warranty furnished as a normal trade practice in connection with the purchase by the Contractor of any equipment or materials; provided, such guarantee or warranty shall be in addition to those specific requirements for particular equipment or work items indicated in the specifications.

26. NON-DISCRIMINATION

The Contractor shall fully comply with all federal, state, and local laws, regulations, and ordinances pertaining to non-discrimination and equal employment.

27. TERMINATION OF CONTRACT

The Port may terminate the Contract upon written notice to the Contractor whenever the Contractor is deemed to be in default or violates the provisions of the Contract by failing, neglecting, or refusing to proceed according to and in full compliance with the Contract Documents. Upon termination the Port may exclude the Contractor from the site and shall take possession of the work and all of the materials and equipment for which the Port has paid any amount on to the Contractor. The Contractor shall be entitled to payment for portions of the work satisfactorily completed prior to termination, less costs incurred by the Port as a result of the Contractor's default.

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 72 00 – Small Works & Unit Price Contract - General Conditions

The Port shall have the right to terminate this Contract for any reason whatsoever by notice in writing to the Contractor. Upon receipt of such notice, the Contractor shall immediately discontinue work unless the notice specifies otherwise. Upon such termination, the Contractor shall be paid in ordinary course of business for all work satisfactorily completed to the date of termination.

28. INDEMNIFICATION

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

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

The Contractor shall pay all attorney's fees and expenses incurred by the Port in establishing and

enforcing the Port's rights under this paragraph, whether or not suit was instituted.

29. APPLICABLE LAW AND VENUE

This contract is construed and interpreted in accordance with the laws of the State of Washington. The venue of any claims or causes of accidents arising from this contract shall be in Jefferson County Superior Court.

For convenience of the parties to 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 suit within the time period provided should 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.

30. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this contract, or subcontract the work, in whole or in part, except with the prior written consent of the Port. The Contractor shall require each subcontractor to comply with the requirements of these Contract Documents. Subcontractors will not be recognized as having a direct relationship with the Port, nor are subcontractors intended or incidental third-party beneficiaries to this Contract.

DIVISION 0 - PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 73 00 - Supplementary Conditions

The following supplements shall modify, delete, and/or add to the General Conditions or Instructions to Bidders. Where any article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the General Conditions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

The supplements referenced within this section are identified with the same number and title used for that topic in the General Conditions.

1. GC-10 PREVAILING WAGES

Supplement Item 10 with the following:

The applicable effective date for Jefferson County prevailing wage rates is the date the contract is signed, and updated each year on the contract date.

2. GC-12 CONTRACT TIME

Supplement Item 11 with the following:

The award of the contract, if it is awarded, will be made within ten (10) calendar days after the date of opening of the bids.

3. GC-14 CONTRACT DOCUMENT INTERPRETATION

Supplement Item 13 with the following:

Contract Drawings and Figures: The following drawings and figures are a part of the Contract Documents:

FIGURE LIST	
FIGURE NO.	DESCRIPTION
1	Location – Port of Port Townsend Boatyard (Aerial Photo)

4. GC-18 COMPLIANCE WITH LAWS AND PERMITS

Supplement Item 17 with the following:

- A. Permits necessary for this project will be obtained by the Port of Port Townsend.
- B. The Contractor shall be responsible for complying with the requirements of all permits obtained by the Port of Port Townsend.

5. GC-24 COMPLETION OF WORK

Supplement Item 23 with the following:

DIVISION 0 - PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 73 00 - Supplementary Conditions

- A. Work Order Substantial Completion occurs when the Work as a whole or a designated portion thereof is sufficiently complete, in accordance with the Work Order, so that the Port can use or occupy the area or a designated portion thereof for the use for which the Port intended.
- B. The Work Orders, individually, shall be Substantially Complete within 90 days of Work Order issuance, and shall be Finally Complete within 30 calendar days of Substantial Completion.

END OF SECTION

DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS
Section 00 73 19 – Health and Safety Provisions

PART 1 – GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions, and General Requirements apply to this work as if specified in this section.

1.02 DESCRIPTION OF WORK

- A. The work includes the requirements for health and safety provisions necessary for all work at the site for this project. Work under this Contract includes all labor, materials, and equipment necessary to complete earthworks, hauling and grading work.

1.03 APPLICABLE LAWS AND REGULATIONS

- A. The Contractor shall perform all work in compliance with the applicable provisions of the Washington Industrial Safety and Health Act, as well as other applicable federal, state, and local laws, regulations, and permits. The Contractor is fully responsible for planning and executing all the Work under this Contract in a manner that meets the regulatory requirements of Chapter 296-843 of the Washington Administrative Code (WAC) for protecting the health and safety of workers and the public.
- B. While performing the work, the Contractor may be subject to on-site inspections by regulatory inspectors from the Washington State Department of Labor and Industries, and other federal, state, or local agencies. If the Contractor is found to be in violation of pertinent regulations, the Contractor shall cease all work immediately, notify the Port, and correct the violation. Standby time required to resolve such violation shall be at the Contractor's sole expense.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. The Contractor shall provide all health and safety equipment and supplies (e.g., shoring equipment, personal protective equipment, fencing, gas meters, first aid supplies, etc.) necessary to support the Contractor's and subcontractor's work.
- B. All personnel shall be trained to operate the appropriate safety equipment that would be utilized during the course of their work. It is the responsibility of the Contractor to ascertain that all safety equipment is being used appropriately.
- C. All equipment and supplies shall be kept in proper working order.

PART 3 – EXECUTION

- A. The Contractor shall perform whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including

DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS

Section 00 73 19 – Health and Safety Provisions

safety of all persons (including employees of the Port, Port's Representative, and Contractor) and property during the contract period. This requirement applies continuously and is not limited to normal working hours.

- B. Accidents causing death, injuries, or damage must be reported immediately to the Port in person or by telephone or messenger. In addition, promptly report in writing to the Port all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.
- C. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing within 24 hours after occurrence, to the Port, giving full details of the claim.

PART 4 MEASUREMENT AND PAYMENT

Payment for Health and Safety Provisions is incidental to the bid items.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS
Section 01 11 00 - Summary of Work

PART 1 - GENERAL

1.01 SCOPE

- A. The work included in this Contract is defined on the drawings and figures listed in Section 00 73 00, and within these specifications under the following Division Numbers:
1. DIVISION 0 – PROCUREMENT AND CONTRACT REQUIREMENTS
 2. DIVISION 1 - GENERAL REQUIREMENTS
 3. DIVISION 32 15 40 – CRUSHED STONE SURFACING
- B. The work under this contract is to provide and furnish and/or install all labor, materials and equipment, as may be required to complete the work, installed, tested, and ready for use, and as described in contract documents.

Unit Priced Contract: This contract will be an Unit Priced Contract issued according to RCW 53.08.120 (3) for the period 2019-2021, and may be extended up to an additional year. Because this contract is a Unit Priced Contract, Work Orders will be control the work and be issued by the Port. Work under a Work Order needs to be completed 90 days after issuance.

Summary Of Work: The Port of Port Townsend Boat Haven facility consists of in-water moorage, commercial buildings for marine related businesses, and in-yard storage for boat maintenance. A portion of the facility is known as the Boatyard. This work involves a re-surfacing (scarifying, placement of new gravel, grading and compaction) in various areas of the Boatyard, and grading / compaction of roadways (travel-ways). For resurfacing, The objective is generally to provide 3 to 4 inches of additional surface (loose thickness) of Crushed Surfacing (Top or Base Course) over a prepared surface. The grading effort is intended to use existing gravel, removal of “pot holes” through regrading and compaction. Resurfacing and grading will need to be completed such that drainage grades are maintained to existing stormwater drainage facilities.

1.02 LOCATION

- A. This project is located at the Port of Port Townsend Boatyard adjacent to the Port’s Administrative Offices (entry at Sims Way and Haines Street, also Jefferson Street and Benidict Street.

1.03 ACCESS TO SITE

- A. The Contractor shall have unrestricted access to the site during daylight hours.

DIVISION 1 - GENERAL REQUIREMENTS

Section 01 11 00 - Summary of Work

1.04 ENGINEERING AND INSPECTION

- A. Engineers, inspectors and other representatives of the Port of Port Townsend will perform necessary engineering and inspection work throughout the duration of the Contract.
- B. Engineers and inspectors of the City of Port Townsend may enter the project site and may perform necessary engineering and inspection work.

1.05 COORDINATION

- A. The Contractor shall coordinate its activity with Port of Port Townsend operations, so interference with Port activities will be minimized.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS
Section 01 20 00 – Measurement and Payment

PART 1 - GENERAL

1.01 MEASUREMENT FOR PAYMENT:

- A. Work Orders will be issue for portions of work over the 3 year contract period. Payment will be made based on completion or partial completion of work based on invoices produced nor more frequently than monthly. Retainage for each Work Order will be withheld pursuant to Section 20 of Section 00 72 00 General Conditions.
- B. Measurement for payment will be at the price or unit price as stipulated in the bid form for the items listed below. Payment shall be considered full compensation for furnishing all labor, materials, and equipment to complete the work as specified.

1. EXCAVATION:

Measurement and payment for excavation shall be made on a Lineal Foot basis. Lineal Feet shall be measured based on the length of edge of the structure (circumference with circular structures – length of edges on square, rectangular, or polygon structures).

2. CRUSHED SURFACING TOP COURSE (CSTC):

Measurement for Crushed Surfacing Base Course (CSBC) shall be per ton of material placed, graded, and compacted, as measured by ton (weight ticket).

3. CRUSHED SURFACING BASE COURSE (CSBC):

Measurement for Crushed Surfacing Base Course (CSBC) shall be per ton of material placed, graded, and compacted, as measured by ton (weight ticket).

4. GRADING:

Measurement for Grading shall be per 100 lineal feet of grading completed.

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS
Section 01 51 36 – Temporary Construction Water

PART 1. GENERAL

1.01 DESCRIPTION OF WORK

This Work consists of furnishing, hauling, and applying water for compacting embankments, constructing subgrade, placing of crushed surfacing, dust control, and as the Port requires.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.01 CONSTRUCTION REQUIREMENTS

- The water supply for this work can come from the Port's supply or another source selected by the Contractor. The Contractor is responsible for identifying, securing, and paying for the water needed for this project.
- The Contractor shall apply water by means of tank trucks equipped with spray bars. Spray controls shall ensure that the water flows evenly and in the amounts required by the Port.
- The Contractor shall be responsible for maintaining the optimum moisture content during resurfacing efforts, as determined by laboratory testing, of subgrade and top grade materials.
- A mist spray of water shall be applied as needed to replace moisture lost by evaporation.

PART 4 - MEASUREMENT AND PAYMENT

Payment for Temporary Construction Water is incidental to the bid items.

END OF SECTION

DIVISION 32 – GENERAL REQUIREMENTS
Section 32 15 40 – Crushed Stone Surfacing

PART 1. - GENERAL

1.01 DESCRIPTION

This section specifies importing and placement of crushed rock surfacing for the restoration of site grading.

1.02 RELATED DOCUMENTS

All references to WSDOT Standard Specifications shall refer to the Washington State Department of Transportation 2019 Standard Specifications for Road, Bridge, and Municipal Construction.

1.03 SUBMITTALS

All references to WSDOT Standard Specifications shall refer to the Washington State Department of Transportation 2016 Standard Specifications for Road, Bridge, and Municipal Construction.

PART 2. - PRODUCTS

2.01 CRUSHED SURFACING TOP COURSE

The rock surfacing shall be crushed and screened granite rock and shall comply with WSDOT 9-03.9(3), Crushed Surfacing Top Course (CSTC).

An analysis of material to be provided must be provided to the Port prior to delivery. Deviations from this specification may be allowed at the discretion of the Port.

2.02 CRUSHED ROCK SURFACING MATERIAL

The rock surfacing shall be crushed and screened granite rock and shall comply with WSDOT 9-03.9(3), Crushed Surfacing Base Course (CSBC) with the following modification:

- **% passing No. 200 – Less than 6%**
- **% fractured –85% minimum**

An analysis of material to be provided must be provided to the Port prior to delivery. Deviations from this specification may be allowed at the discretion of the Port.

DIVISION 32 – GENERAL REQUIREMENTS
Section 32 15 40 – Crushed Stone Surfacing

2.03 CATCH BASIN PROTECTION

Catch basin protection shall consist of below grate catch basin inserts.

Below Inlet Grate devices shall be prefabricated units specifically designed for inlet protection and shall remain securely attached to the drainage Structure when fully loaded with sediment and debris, or at the maximum level of sediment and debris specified by the manufacturer.

PART 3. – EXECUTION

3.01 PRIOR TO PLACING AGGREGATE MATERIAL

A. Temporary Erosion and Sediment Control

Catch basins shall be protected with sediment trap inserts prior to excavating existing rock surfacing. Catch basins shall be further protected with sediment filters installed immediately after placing and compacting aggregate.

B. Preparation

The Contractor shall:

- Scarify existing surfaces that will receive aggregate
- Drain water from all low spots or ruts.
- Shape the entire Subgrade to a uniform surface running reasonably true to the existing line, grade, and cross-section
- If the underlying material is too soft to permit proper compaction of the subgrade, the Contractor shall loosen, aerate (or excavate and remove), and compact the subgrade until the top layer can be compacted as required.
- Add materials as the Project Manager directs where the subgrade needs more to bring it up to grade.
- The Contractor shall water and compact these added materials as needed to produce a true finished Subgrade.

DIVISION 32 – GENERAL REQUIREMENTS
Section 32 15 40 – Crushed Stone Surfacing

C. Excavation

The Contractor shall excavate existing rock surfacing at transitions to existing pavement and at manholes, curbs, catch basins, etc. prior to placing aggregate by removing material to a depth of 4" and a distance 10' away from basins or pavement.

The removed material will be graded away from the drainages and structures as preliminary grading prior to placement of aggregate.

3.02 PLACEMENT

A. The objective of this project is to provide 3 to 4 inches of additional surface (loose thickness) of aggregate over an existing prepared surface. Aggregate shall be placed all scarified surfaces, graded to an approximate 3 to 4 inch loose thickness, and then compacted to at least 95 percent of the standard maximum density determined by the requirements of WSDOT Section 2-03.3(14)D.

B. Determination of in-place density may be made by an independent contractor, employed by the Port of Port Townsend and determined under the tests described in WSDOT Section 2-03.3(14)D.

C. Vibratory compactors and rollers shall be used to obtain the specified 95% density for subgrade and top grade.

D. The Contractor shall be responsible for maintaining the optimum moisture content, as determined by laboratory testing, of subgrade and top grade materials.

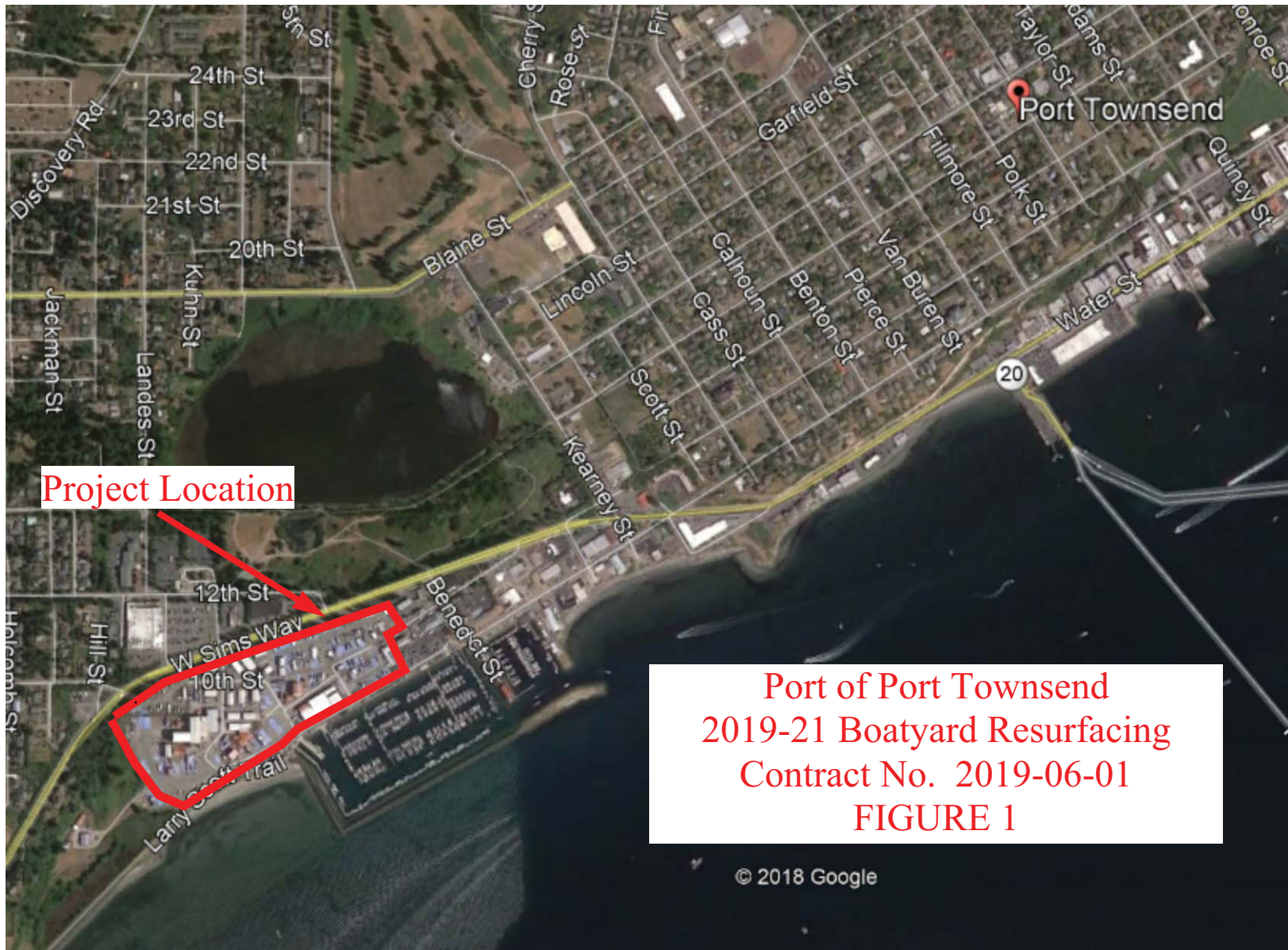
E. A mist spray of water shall be applied as needed to replace moisture lost by evaporation.

F. The completed layer shall have a smooth, tight, uniform surface true to the line, grade, and cross-section as defined the Work Order.

3.03 ROADWAY GRADING

Areas designated for Roadway Grading will be scarified to disturb the surface and eliminate "pot holes." The roadway surface will then be graded to blend with existing grade and drainage (any existing cross roadway drainage should be preserved). The renewed surface should then be compacted per Section 3.02 A (above).

END OF SECTION



Project Location

**Port of Port Townsend
2019-21 Boatyard Resurfacing
Contract No. 2019-06-01
FIGURE 1**