

# GRANT COUNTY PUBLIC WORKS DEPARTMENT

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Sealed bids will be received for the following items:

## Fuel Management System 2019

Sealed Bids will be Opened on

**January 7, 2020**

At

**1:30 P.M.**

At the Office of the  
Board of County Commissioners  
Commissioners Hearing Room  
Grant County Courthouse  
35 C Street NW  
Ephrata, WA

INFORMATIONAL COPY ONLY - NOT FOR BIDDING

## NOTICE TO FUEL MANAGEMENT SYSTEM SUPPLIERS

Sealed bids, plainly marked “**BID for Fuel Management System 2019**”, will be received by Grant County at the Office of the Board of County Commissioners located in the County Courthouse, Room 207, 35 C Street NW, P.O. Box 37, -, Ephrata, WA, 98823, until **1:30 P.M., Tuesday, January 7, 2020** and will then and there in the Commissioners Hearing Room be opened and publicly read for the construction of the improvements.

This agreement provides for the supply and installation of a Fuel Management System and software at seven (7) sites in Grant County and other work in accordance with the plans and specifications.

Specifications may be obtained from the office of the County Road Engineer, 124 Enterprise St. S.E., Ephrata, WA 98823, at no charge.

The Board of County Commissioners of Grant County, Washington, reserves the right to reject any and all bids.

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## **BIDDER'S CHECK LIST**

The bidder's attention is especially called to the following forms which must be executed in full as required:

- (A)    **PROPOSAL**  
The unit prices bid must be shown in the spaces provided. Show unit prices in figures only. All extensions of the unit prices must be shown in the spaces provided.
  
- (B)    **PROPOSAL SIGNATURE SHEET**  
To be filled in and signed by the bidder.
  
- (C)    **STATEMENT OF CONTRACTOR QUALIFICATIONS**  
To be filled in and signed by the bidder.

The following forms are to be executed after the contract is awarded:

- (E)    **CONTRACT**  
This agreement is to be executed by the successful bidder and Grant County.
  
- (F)    **CONSTRUCTION BOND**  
This document is to be executed by the successful bidder and Grant County.

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## INSTRUCTIONS TO BIDDERS

- 1) Sealed bids, plainly marked “**BID for Fuel Management System 2019**”, will be received by Grant County at the Office of the Board of County Commissioners located in the County Courthouse, Room 207, 35 C Street NW, P.O. Box 37, -, Ephrata, WA, 98823, until **1:30 P.M., Tuesday, January 7, 2020** and will then and there in the Commissioners Hearing Room be opened and publicly read for the construction of the improvements.
- 2) The bidder must submit a bid on all items listed.
- 3) Multiple bids for the same item may be made by the Bidder. Please copy the appropriate proposal sheet(s) for the item(s) to be bid with more than one model. The proposal for each item bid must be completed. Please number the proposal sheets accordingly.
- 4) The proposal must be completed and the proposal signature sheet must be signed.
- 5) All exceptions or changes to the specifications must be shown on the proposal sheet(s) in the space provided or attached to the proposal sheet.
- 6) ALL exceptions or changes to the specifications must be attached to the proposal sheet(s) in written form.
- 7) The Board of County Commissioners reserves the right to reject or accept all or part of the proposal submitted by the bidder.

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## GENERAL PROVISIONS

### INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2018 Standard Specifications for Road, Bridge, and Municipal Construction (English).

### AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following Amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications. For informational purposes, the date following each Amendment title indicates the implementation date of the Amendment or the latest date of revision.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project.

#### SECTION 1-04, SCOPE OF THE WORK

*January 7, 2002*

##### **1-04.7 Differing Site Conditions (Changed Conditions)**

This section is revised to read:

During the progress of the Work, if preexisting subsurface or latent physical conditions are encountered at the site, differing materially from those indicated in the Contract, or if preexisting unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing site conditions before they are disturbed and before the affected Work is performed. Upon written notification, the Engineer will investigate the conditions and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of his/her determination whether or not an adjustment of the Contract is warranted. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice. The equitable adjustment will be by agreement with the Contractor. However, if the parties are unable to agree, the Engineer will determine the amount of the equitable adjustment in accordance with Section 1-09.4. Extensions of time will be evaluated in accordance with Section 1-08.8. If the Engineer determines that different site conditions do not exist and no adjustment in costs or time is warranted, such determination shall be final as provided in Section 1-05.1. If there is a decrease in the costs or time required to perform the Work, failure of the Contractor to notify the Engineer of the differing site conditions shall not affect the Contracting Agency's right to make an adjustment in the costs or time. No claim by the Contractor shall be allowed unless the Contractor has followed the procedures provided in Sections 1-04.5 and 1-09.11.

#### SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

This section is supplemented with the following:

### **1-07.9 Wages**

#### **General**

Section 1-07.9(1) is supplemented with the following:

The State rates incorporated in this contract are applicable to all construction activities associated with this contract.

### **1-07.13 Contractor's Responsibility for Work**

#### **Repair of Damage**

Section 1-07.13(4) is revised to read:

(August 6, 2001)

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2), or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

### **1-07.18 Public Liability and Property Damage Insurance**

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

#### **1-07.18 Insurance**

(January 4, 2016 APWA GSP)

##### **1-07.18(1) General Requirements**

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the

Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

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

**1-07.18(2) Additional Insured**

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

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

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

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

**1-07.18(3) Subcontractors**

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

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

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

#### **1-07.18(4) Verification of Coverage**

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

Verification of coverage shall include:

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

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

#### **1-07.18(5) Coverages and Limits**

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

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

##### **1-07.18(5)A Commercial General Liability**

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

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

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

Such policy must provide the following minimum limits:

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

**1-07.18(5)B Automobile Liability**

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

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
-------------	-------------------------------------

**1-07.18(5)C Workers' Compensation**

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

**PROSECUTION AND PROGRESS**

Add the following new section:

**1-08.0 Preliminary Matters**  
(May 25, 2006 APWA GSP)

Add the following new section:

**1-08.0(1) Preconstruction Conference**  
(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

**1-08.0(2) Hours of Work**

*(December 8, 2014 APWA GSP)*

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 3 Working Days prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

**1-08.4 Prosecution Of Work**

The first sentence of Section 1-08.4 is revised to read:

(\*\*\*\*\*)

The Contractor shall begin work on January 21, 2020, weather permitting unless otherwise approved by the Engineer.

**1-08.5 Time For Completion**

The third paragraph of Section 1-08.5 is revised to read:

(\*\*\*\*\*)

Contract time shall begin on the first working day. The first working day shall be January 31, 2020, weather permitting, unless otherwise approved by the Engineer.

Section 1-08.5 is supplemented with the following:

(\*\*\*\*\*)

This project shall be physically completed within **35 working days**.

Site 1. Ephrata, Central Shop will be allowed, **5 working days**

Site 2. Ephrata, Landfill will be allowed, **5 working days**

Site 3. Road District #1 Hartline will be allowed, **5 working days**

Site 4. Road District #2 Moses Lake will be allowed, **5 working days**

Site 5. Road District #3 Quincy will be allowed, **5 working days**

Site 6. Road District #3 Royal City will be allowed, **5 working days**

Site 7. Road District #3 Mattawa will be allowed, **5 working days**

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

*(August 14, 2013 APWA GSP)*

Revise the fourth paragraph to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

### **1-08.10 Termination of Contract**

Section 1-08.10 is supplemented with the following:

(\*\*\*\*\*)

The County reserves the right to terminate the agreement if the Contractor fails to perform the work in accordance with these specifications.

In addition to any other provisions in this agreement, the Board of County Commissioners may, through the Director of Public Works, by 30-day written notice, beginning on the second day after mailing, terminate this agreement when it is in the best interests of the County. If this agreement is so terminated, Grant County shall, in accordance with the terms of this agreement, only pay for services rendered up to the effective date of the termination.

## SPECIAL PROVISIONS

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2018 Standard Specifications for Road, Bridge, and Municipal Construction (English), and the foregoing amendments to the Standard Specifications.

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

(date)	General Special Provision
(****)	Notes a revision to a General Special Provision And also notes a Project Specific Special Provision
(Region's date)	Region Special Provision
(BSP date)	Bridges and Structures Special Provision

**General Special Provisions** are commonly applicable statewide.

**Region Special Provisions** are commonly applicable within the designated Region. Region designations are as follows:

Regions	
ER	Eastern Region
NCR	North Central Region
NWR	Northwest Region
OR	Olympic Region
SCR	South Central Region
SWR	Southwest Region
WSF	Washington State Ferries Division

**Bridges and Structures Special Provisions** are commonly applicable statewide.

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

### DEFINITIONS AND TERMS

(\*\*\*\*March 7, 1988)

All references to "State" or "State of Washington" are changed to "Grant County, Washington".

All references to "Commission", "Secretary of Transportation", or "Washington State Transportation Commission", are changed to "Board of County Commissioners, Grant County, Washington".

All references to "Department", or "Department of Transportation" are changed to "Department of Public Works, Grant County, Washington".

All references to "Superior Court of Thurston County, Washington" are changed to "Superior Court of Grant County, Washington".

## DESCRIPTION OF WORK

(\*\*\*\*September 5, 2018)

This agreement provides for the supply and installation of a fuel management system, hardware, software, wireless Ethernet connectivity and training located in Grant County and other work in accordance with the plans and specifications.

## PREQUALIFICATION

(\*\*\*\*April 11, 2002)

### 1-02.1 Qualifications of Bidder

Section 1-02.1 of the standard specifications is replaced with the following:

Bidders shall be qualified by experience, financing, equipment, and organization to do the work called for in the plans and specifications. The Contracting Agency reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily. The Contracting Agency's actions may include a pre-qualification procedure prior to the bidder being furnished a proposal form on any contract, or a pre-award survey of the bidder's qualifications prior to award.

## PROCEDURES AND CONDITIONS

(\*\*\*\*November 27, 2018)

### Public Opening of Proposal

Section 1-02.12 is supplemented with the following:

#### *Date of Opening*

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

The Office of the Board of County Commissioners, Grant County Courthouse -Room 207, 35 C St. NW, P.O. Box 37, Ephrata, WA 98823

The opening date for this work shall be **January 7, 2020**. The bids will be publicly opened and read after **1:30 P.M.** on this date. The Clock of Record shall be the Time Stamp Clock in the office of the Board of County Commissioners, Grant County.

## CONTROL OF WORK

(\*\*\*\*December 10, 2018)

### Authority of Assistants and Inspectors

Section 1-05.2 is supplemented with the following:

#### *Supervision and Administration of Agreement*

The Grant County Public Works, acting through its Public Works Director/County Engineer, is the designated representative for the supervision and administration of this agreement. All questions concerning daily operations, equipment installation, scheduling and training, shall be directed to the Director, or his representative.

(March 13, 1995)

**Cooperation With Other Contractors**

Section 1-05.14 is supplemented with the following:

***Other Contracts Or Other Work***

It is anticipated that the following work adjacent to or within the limits of this project will be performed by others during the course of this project and will require coordination of the work:

1. Utility relocations and/or normal maintenance work by telephone, natural gas, and power companies.
2. Normal maintenance work by Grant County road crews.

**LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

**Laws To Be Observed**

Section 1-07.1 is supplemented with the following:

(March 13, 1995)

***Prevention Of Environmental Pollution And Preservation Of Public Natural Resources***

The Applicator shall comply with the following environmental provisions which are made a part of the agreement documents. Copies of the environmental provisions are available to the Applicator at the Project Engineer's office.

If the Applicator's operations involve work outside the areas covered by the following environmental provisions, the Applicator shall advise the Engineer and request a list of all additional environmental provisions covering the area involved. A copy of all additional environmental provisions is also available to the Applicator at the Project Engineer's office.

1. Grant County Clean Air Authority Regulation 1
2. Grant County Health District Ordinance No. 1
3. Grant County Ordinance No. 604495

***License and Insurance***

The Applicator shall be licensed by the State of Washington and provide proof of mandatory insurance coverage. The amount of coverage for bodily injury including death and property damage shall be not less than \$1,000,000 per occurrence and the limit for general liability coverage shall also be \$1,000,000.

**State Sales Tax**

Section 1-07.2 is supplemented with the following:

(March 13, 1995)

The work on this contract is to be performed upon lands whose ownership obligates the contractor to pay sales tax. The provisions of Section 1-07.2(1) apply.

**Permits and Licenses**

(November 18, 2019)

All permits, licenses, and certificates required by federal and state agencies holding jurisdiction with this type of work shall be obtained by the Contractor.

## **PROSECUTION AND PROGRESS**

### **Term of Agreement**

(\*\*\*\*\*September 5, 2018)

Section 1-08.5 is supplemented with the following:

The agreement shall become effective on January 14, 2020, or the date of execution whichever occurs last and terminate on June 30, 2020.

### **Scope of Work**

#### **General Requirements**

(\*\*\*\*\*November 18, 2019)

The Contractor shall provide all of the necessary hardware components, software applications and perform the work required from the execution date to acceptance of a complete & functional NON-CLOUD BASED Fuel Management System as determined by the Director of Public Works/County Engineer.

Said System shall be compatible with GCPW WINCAMS software. Said system operating system/software shall reside on either a GCPW owned server or desktop computer and have connectivity to all sites via the County owned/maintained Intranet.

#### **Monitoring**

(\*\*\*\*\*November 18, 2019)

The Contractors work will be monitored by County personnel or its designated representative.

All work under the agreement shall be performed under the continuous supervision of competent personnel experienced in the class of work specified. Incompetent, careless or negligent employees shall be removed from the project work by the Contractor upon written request of the Director of Public Works/ County Engineer. Equipment shall be capable of performing the work in the manner required. Equipment not performing at acceptable levels in the judgment of the Director/Engineer shall be replaced upon written request of the Director/Engineer. Failure to comply with such request shall be sufficient ground for termination of the agreement.

The Contractor and the Engineer's representative shall meet weekly to perform a reconciliation of inventory used/remaining versus the previous weeks work. The Contractor must be able to communicate via email and cell phone and be available for meetings for coordination of work.

#### **Materials**

(\*\*\*\*\*November 18, 2019)

The Contractor will be responsible for the bailment, insurance, and inventory accountability for all materials furnished to the County. The Contractor will be further responsible for the clean-up and disposal of any spill to the satisfaction of the appropriate regulatory authority.

#### **Payment**

(\*\*\*\*\*November 18, 2019)

The unit price listed for each proposal item shall be full compensation for furnishing all labor, equipment, permits, repairs, maintenance, insurance and incidental expenses necessary for the performance thereof. All costs incurred by the Contractor to comply with the requirements of the provisions of this agreement shall be considered incidental to and included in other applicable unit prices. No additional compensation will be given to the Contractor as a result of these requirements.

Billing invoices, supported by copies of the materials/labor lists, must be received at the Office of the Grant County Engineer no later than the first Monday of each month. Payment to the Contractor will be made on or about the fifteenth of each month for the preceding month's work.

## **TITLE VI – Contractor Requirements**

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

### **1. Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

### **2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

### **3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

### **4. Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

### **5. Sanctions for Non-compliance**

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

#### 6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States

## PROPOSAL

### General Conditions

1. The attached specifications are for the purpose of providing details regarding the type of product desired by Grant County. Equal or similar products from reputable manufacturers and suppliers are permitted. Grant County shall be the final determiner of product equivalence.
2. The Bidder has 15 days from the date of award to sign and return the contracts. Failure to sign and return the contracts may result in the loss of the contract to the Bidder. No performance bond is required for this bid proposal.
3. Grant County shall pay State sales and use taxes on all products purchased. The Bidder shall not include taxes in the bid price and shall show state sales taxes as a separate item in the space provided.
4. Grant County is a political subdivision of the State of Washington and is exempt from paying all Federal excise taxes. The Bidder shall furnish Federal excise tax exemption certification when applicable. All other taxes and costs of business shall be borne by the Bidder and included in the base price offered.
5. All products shall conform to applicable Federal and State safety and health laws, rules and regulations.

### Bid Evaluations

1. Bid evaluations shall include, but not be limited by, the following criteria:
  - Conformance to specifications
  - Price (*may include life cycle*)
  - Quality of product
  - Prompt service and parts availability
  - Training
  - Bidder's previous contract experience

- Public's best interest.

#### **Submissions to be included with the Bid Proposal**

1. Bidders are advised to submit the following with each bid item:
  - Descriptive literature.
  - Complete operating dimensions
2. The Bidder may submit any other information that may assist Grant County in evaluating the bid.

#### **Warranty**

The Bidder must state the warranty period(s) on all items bid or portions of each item. Grant County may require a minimum warranty period. Within the warranty period the successful Bidder shall replace all parts and perform all repairs which are required or made necessary due to defective design, materials, workmanship, or non-conformance with the specifications. Unless otherwise noted, the Bidder shall perform all warranty repairs at the Bidder's place of business. Grant County shall deliver and retrieve defective equipment at the Bidder's place of business. All repairs shall have the warranty reinstated for the remaining period.

#### **Operator's, Parts and Service Manuals**

The Bidder shall furnish operator's manuals, service manuals and parts manuals as specified in the proposal. **Manuals must be delivered to Grant County before product delivery is considered complete.**

#### **Training**

1. The Bidder and manufacturer's representatives must be able to provide sufficient training to Grant County personnel to operate, and service the equipment. The training shall occur in Grant County. Training shall include all labor, equipment, materials, tools, travel and other expenses needed to provide said training. The Bidder may show a minimum number of training hours for each category. Failure to offer any training will be a consideration in the bid evaluation process.
2. The Bidder shall state the cost for each additive 6 hour day of training on the proposal form in the space provided.
3. The Bidder shall state the cost for per diem of each additive day of training on the proposal form in the space provided.
4. Additional training is an additive cost to the contract. The Bidder shall not include additive training costs in the base bid of the proposal. Grant County is not obligated to use the training offered by the Bidder, however, should Grant County desire to utilize the training programs offered those costs will be added to the contract.

# PROPOSAL

To: Board of County Commissioners  
Grant County, Washington

This certifies that the undersigned has examined the location and construction details of the work as outlined in the plans and specifications for **Fuel Management System 2019**, located in Grant County, Washington, and has read and thoroughly understands the plans and specifications and agreement governing the work and the method by which payment will be made for said work and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said plans, specifications, and agreement and at the following schedule of rates and prices:

## Fuel Management System 2019

The success bidder will supply and install a NON-CLOUD based fuel management system, hardware, software, wireless Ethernet connectivity and provide training for the purpose of managing the fueling stations at seven (7) separate locations located in Grant County and other work in accordance with the plans and specifications. These specifications reference a Petro-Vend Fuel Management System.

List either **“YES”** Meets Specification or **“NO”** Does Not Meet Specifications

Fuel Island Terminal	_____
Compatible with Integrated Fuel Site Controller	_____
Cabinet dimensions 18" x 14" x 10"	_____
Pedestal dimensions 48" x 14" x 9"	_____
Operating Temperature Range -40°F to +122°F	_____
115VAC/230VAC (switch selectable) 50/60Hz	_____
Cardless/Keyless accessible	_____
Graphics Display 7" color	_____
ChipKey Reader	_____
LED lights illuminate keyboards, card readers	_____
16-key numeric keypad with function keys	_____
Pedestal & Cabinet are powder coated aluminum	_____
Fuel Management Software, Current Edition 2019	_____
Provide complete site reconciliation and data management	_____

Provide communication through Ethernet or direct connection \_\_\_\_\_

Export transactions in Excel, CSV, XML and all other formats supported \_\_\_\_\_

Database can be uploaded to server to allow additional personnel to view data \_\_\_\_\_

Interfaces directly with all of vendor supplied gauges and most third-party tank gauges \_\_\_\_\_

Compatible with Windows 7, 8.1 and 10 – 32/64 bit \_\_\_\_\_

Software available for download from company website or be provided on flash drive \_\_\_\_\_

Program supports “Help” feature to guide user through common programming tasks \_\_\_\_\_

Custom import/export feature to enhance card data management \_\_\_\_\_

Supports linear and simple scalability across an entire fueling operation \_\_\_\_\_

Application supports SQL Server 2014 Express Edition \_\_\_\_\_

**Note: Unit prices for all items, all extensions, and total amount must be shown.**

Description of Items is for illustrative purposes

Item No.	Quantity	Unit	Description of Item	Unit Price* <u>Dollars.Cts</u>	Amount* <u>Dollars.Cts</u>
1.	7	Each	Fuel Island Terminal	_____.	_____.
2.	7	Each	Internal Fuel Site Controller	_____.	_____.
3.	7	Each	Chip Key Reader	_____.	_____.
4.	7	Each	Internal Wireless Ethernet Kit	_____.	_____.
5.	7	Each	48" Pedestal	_____.	_____.
6.	7	Each	PCM Module – Master	_____.	_____.

Item	Quantity	Unit	Description of Item	Unit Price*	Amount*
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No.				<u>Dollars.Cts</u>	<u>Dollars.Cts</u>
7.	7	Each	PCM Mounting Bracket	_____.	_____.
8.	5	Each	PCM Slave, Two Hose Kit	_____.	_____.
9.	26	Each	Pulser, 10/100:1 5-170 Volt	_____.	_____.
10.	1	Each	Chip Key Encoder	_____.	_____.
11.	800	Each	Chip Keys – Media	_____.	_____.
12.	1	Each	Permits/Filing Fees	_____.	_____.
13.	1	Each	Labor - Technical Services (On-Site/Shop Service) Remove Existing System, Leave On-site, Install New Fuel Management System, Program System, Check Communications and Operation. Provide 4 hrs. On-site Operator Training	_____.	_____.

BID TOTAL (do not include sales tax) \_\_\_\_\_.

The following Items are for informational purpose only and will not be included in the Base Bid Total, but may be considered in the Bid Award process.

14.	1	Each	Additional Software Training, Per 6 hr. Day	_____.	_____.
15.	1	Each	Per Diem for Additional Software Training If Requested	_____.	_____.
16.	1	Hour	Additional software support for years two (2) thru ten (10)	_____.	_____.

*\*Show unit prices & amounts in figures only*

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**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

## **NON-COLLUSION DECLARATION**

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

## **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

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

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## Proposal - Signature Page

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

Receipt is hereby acknowledged of addendum(s) No. (s) \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_.

Signature of Authorized Official(s)

### Proposal Must Be Signed ▶▶▶

\_\_\_\_\_

\_\_\_\_\_

Please Print Name of Authorized Official

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email \_\_\_\_\_

State of Washington License No. \_\_\_\_\_

Federal ID No. \_\_\_\_\_

#### Note:

- (1) This proposal form is not transferable and any alteration entered hereon without prior permission from the County Engineer will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "Article 4" of the instructions to bidders for building construction jobs.
- (3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication: **Fuel Management System 2019**

Revised 11/18

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**CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, \_\_\_\_\_, as principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, as surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to Grant County, Washington, in the penal sum of \_\_\_\_\_ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of Grant County, Washington.

Dated at \_\_\_\_\_, Washington, this \_\_\_\_ day of \_\_\_\_\_, 2020.  
The conditions of the above obligation are such that:

WHEREAS, on \_\_\_\_\_, the Board of County Commissioners of said Grant County has let or is about to let to the Principal, a certain contract, the said contract providing for the improvement of, **Fuel Management System 2019**, located in Grant County, Washington, (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply said Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall hold said Grant County harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of said Principal, or any subcontractor in the performance of said work and shall indemnify and hold Grant County harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, and until the same is accepted, then and in that event this obligation shall be void but otherwise it shall be and remain in full force and effect.

Countersigned:

\_\_\_\_\_  
Licensed Agent/Surety Co.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Attorney-in-Fact, Surety

Approved as to form:

(\_\_\_\_\_) \_\_\_\_\_  
Firm, Street Address (No P.O. Box), Phone of Local Office of Agent

\_\_\_\_\_, 2020

Kevin J. McCrae, Deputy Prosecuting Attorney  
WSPA #43087

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## CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2020, between the Board of County Commissioners of Grant County, State of Washington, acting under and by virtue of Chapter 36.77 of the Revised Code of Washington, as amended, hereinafter called the County, and \_\_\_\_\_, for itself, its heirs, executors, administrators, successors and assigns, hereinafter called the Applicator.

### WITNESSETH:

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

### DESCRIPTION OF WORK:

1. The Applicator shall do all work and furnish all tools, materials, herbicides and equipment necessary to improve and complete the **Fuel Management System 2019** located in Grant County, Washington, as proposed in a bid opened **1:30 P.M., January 7, 2020** in accordance with and as described in the herein attached plans and standard specifications, and in full compliance with the terms, conditions, and stipulations herein set forth and attached, now referred to any by such reference incorporated herein and made part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work may be ordered as provided in this contract and every part thereof.
2. The Applicator shall provide and be at the expense of all materials, herbicides labor, carriage, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.
3. The County hereby promises and agrees with the Applicator to employ, and does employ the Applicator to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The County further agrees to employ the Applicator to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and pay for same under the terms of this contract and the attached plans and specifications.
4. The Applicator for himself, and for his heirs, executors, administrators and assigns, and successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Applicator.
5. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the said Applicator has executed this instrument, and the said Board of County Commissioners of aforesaid County has caused this instrument to be executed by and in the name of said Board by its Members, duly attested by its Clerk, the day and year first above written, and the seal of said Board to be hereunto affixed on the date in this instrument first above written.

\_\_\_\_\_, 2020  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Firm Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City State Zip  
\_\_\_\_\_  
Phone

ATTEST:

\_\_\_\_\_  
Barbara Vasquez, CMC, Clerk of the Board

BOARD OF COUNTY COMMISSINERS  
OF GRANT COUNTY, WASHINGTON

APPROVED AS TO FORM:

\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Kevin J. McCrae, Deputy Prosecuting Attorney  
WSBA #43087

\_\_\_\_\_  
Chairman  
\_\_\_\_\_  
Vice Chair  
\_\_\_\_\_  
Member

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