



BÉLA G. KOVÁCS  
DIRECTOR

# COUNTY OF SPOKANE WASHINGTON

Department Of Purchasing

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## INVITATION TO BID, SMALL WORKS ROSTER PROGRAM BID NUMBER: P9476 Hangman Valley Golf Course Clubhouse New Deck and HVAC Upgrades

BID RESPONSES ARE DUE BY 3:00 P.M. local time on Friday, **October 2, 2015** in the Spokane County Purchasing Department, 1101 W. College Ave., Suite 241B, Spokane, WA 99201. Bids delivered after the bid closing date may be rejected as non-responsive.

**BID DEPOSIT REQUIRED.** In accordance with RCW 36.32.235(5), No bid under the Small Works Roster may be considered for public work unless it is accompanied by a bid deposit in the form of a surety bond, postal money order, cash, cashier's check, or certified check in an amount equal to five percent (5%) of the amount of the bid proposed including sales tax. See details below.

PROJECT ESTIMATE: \$180,000.00, including tax

DEPARTMENT: Spokane County Facilities Department

EACH BID SHALL BE SEALED in an opaque envelope which has been clearly marked in the upper left corner with the words "Bid By" followed by the name and address of the bidder. In the lower left corner of the envelope the bidder shall write out the bid number "P9476", bid opening date of "**October 2, 2015**", and name of the bid "Hangman Valley Golf Course Clubhouse New Deck and HVAC Upgrades I".

SUBMITTALS must be made on the bid response sheets contained in this invitation to bid document.

NO BIDDER may withdraw his bid after the time set for the opening thereof, unless the award of contract is delayed for a period exceeding sixty (60) calendar days. However, the Board of County Commissioners may reject any or all bids for good cause.

BID ISSUE DATE: **September 16, 2015**

SPOKANE COUNTY PURCHASE DEPARTMENT ADDRESS:  
Public Health Building  
1101 W. College Ave., Suite 241B  
Spokane, WA 99201

SUBMITTALS from minority, women and disadvantaged business enterprises are encouraged.

NATURE OF THE PROJECT: This Small Works Roster, Public Works project consists of selected demolition; the installation of new concrete foundations and concrete deck, new fabric sun shade, wrought iron railings and the replacement of the HVAC mechanical system. The project also includes plumbing, lighting and electrical work and other miscellaneous work items.

A PRE-BID CONFERENCE AND SITE VISIT will be held for interested bidders at 9:00 a.m. on Tuesday, September 22, 2015 at Hangman Valley Golf Course Club House, 2210 E. Hangman Valley Road, Spokane, WA. Those prime contractors planning to submit bids are encouraged to attend

FOR TECHNICAL INFORMATION, contact Don Coon, at (509) 477-2119 or email: [dcoon@spokanecounty.org](mailto:dcoon@spokanecounty.org).

FOR ADMINISTRATIVE INFORMATION, contact Bruce H. Price, Senior Buyer, in the Spokane County Purchasing Department at (509) 477-2307 or email: [bprice@spokanecounty.org](mailto:bprice@spokanecounty.org). Reference Project Number P9476.

Don Coon

Don Coon, Facilities Design & Construction Manager  
Facilities

Date

Doug Chase, Director  
Parks, Recreation and Golf

Date


Bruce H. Price  
Senior Buyer

Date

Béla G. Kovács  
Purchasing Director

Date

THIS IS NOT AN ORDER. THIS IS AN INVITATION TO BID WHICH DOES NOT OBLIGATE SPOKANE COUNTY TO PLACE AN ORDER

Spokane County Purchasing Department 1101 W. College Ave., Suite 241B Spokane, WA 99201	 SPOKANE COUNTY WASHINGTON	<b>Project Number:</b>  <b>SWR Project No. P9476</b> <b>Hangman Valley Golf</b> <b>Course Clubhouse New</b> <b>Deck and HVAC Upgrades</b>
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## NO BID STATEMENT

Attention: Bruce H. Price, Senior Buyer; Phone: (509) 477-2307; Email: bprice@spokanecounty.org

**You are only requested to return this form if you do not intend to submit a bid.** Receipt of this completed form will assist us in calling for future submittal work of this nature. Please complete and submit this form prior to the bid closing date as shown on the Invitation to Bid notice or document.

**A response to the Invitation to Bid is not being submitted for the following reason(s):**

- |   |   |
|---|---|
| <input type="checkbox"/> Cannot handle due to present work load<br><br><input type="checkbox"/> Licensing restrictions (please explain) | <input type="checkbox"/> Cannot meet delivery requirements<br><br><input type="checkbox"/> Other (please explain below) |
|---|---|

Please remove us from your vendor mailing list  <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title		Date
Do not write in this space	Firm Name		
	Address		
	City		
	State		Zip Code
	Telephone Number		

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## BID RESPONSE SECTION

### BID PROPOSAL

INSTRUCTIONS: Complete and submit the following pages:

1. This Bid Response Section, Pages 4 through 11); plus
2. Bid Surety Bond\*, Page 21; plus
3. Attachment H - Small Works Roster Application Form – Pages 29 and 30 (if you are currently not on the Spokane County Small Works Roster).

*\* IT IS STRONGLY RECOMMENDED THAT YOU USE THE COUNTY'S BID BOND FORM.*

NAME OF FIRM SUBMITTING BID: \_\_\_\_\_

EACH BID shall constitute an offer to Spokane County as outlined herein and no bidder may withdraw his bid after the hour set for the bid opening thereof except under the conditions explained in the Information to Bidders attachment.

RECEIPT OF ADDENDA: Each bid shall include specific acknowledgment of receipt of all addenda issued, if any, during the bidding period. Failure to acknowledge receipt may result in the bid being rejected as not responsive. Space is provided in the bid to make such acknowledgments. Bidder acknowledges receipt of the following addenda:

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date

REJECTION: The County reserves the right to reject any or all proposals, portions or parts thereof good cause, and to waive all minor irregularities in bidding. Special attention will be directed to the qualifications of the bidders when considering awarding a contract.

BID GUARANTEE: A 5% bid bond is required with submission.

PRICES: Each bid item will be priced. Unit prices, if requested, shall govern in case of extension error.

**THIS BID IS NOT ELIGIBLE FOR THE CONTRACTOR'S BOND (BOND) ELECTION.**

SUBMITTAL: The "Bid Response Documents" Section constitutes the Bid Proposal when completed. Please do not submit the entire Invitation to Bid Document.

PRICES: Each bid item will be priced. Unit prices, if requested, shall govern in case of error.

FREIGHT: Bid price(s) to include all freight costs to the job site.

ARBITRATION: There will be no arbitration arising out of or relating to the contract.

<b>BID ITEM 1 - LUMP SUM BASE BID</b> Hangman Valley Golf Course Clubhouse New Deck and HVAC Upgrades per specifications.	
BASE BID =	\$ _____
8.1% SALES TAX: =	\$ _____
TOTAL: =	\$ _____

Person/Entity Name: \_\_\_\_\_ Signature Of Bidder: \_\_\_\_\_

### SUPPLEMENTAL EVALUATION ITEMS

### SUPPLEMENTAL EVALUATION ITEM 1 - CASH DISCOUNT

The bidder offers a cash discount of \_\_\_\_\_

NOTE: Cash discounts less than 2% OR discount periods less than 20 working days will not be considered as evaluation factors in the award of a contract. For bid tabulation purposes leaving this item blank will be considered a submission of “none” or no discount offered. If no cash discount is offered or the space is left blank or the County does not accept the terms then the payment terms shall be the County payment terms as set forth in the General Conditions.

**SUPPLEMENTAL EVALUATION ITEM 2 - TIME FOR COMPLETION:** Consideration will be given to the number of completion days closest to the County’s specified Time for Completion. County reserves the right to reject as a minor irregularity any response in this section, including a bidder’s Deviated Time for Completion if, in the opinion of the County, the deviation is deemed to be minor.

**TIME FOR COMPLETION:** The County specifies that the Work specified in this Invitation to Bid (ITB) be completed within ninety (90) continuous calendar days from the date of commencement as stipulated in a notice to proceed. The “Time for Completion” includes all lead-time for ordering and transit and shipment of materials, supplies and equipment, as well as, any and all times for mobilization, etc. Unless otherwise specified in the Notice to Proceed (“NTP”), the Commencement Date shall be effective on the date of the Notice to Proceed. The NTP is not issued until the Contract has been fully signed and not until the County has received the successful contractor’s insurance and contractor’s bond as reviewed and approved by the County Director of Risk Management.

Bidder must respond to item 2.1; and only to items 2.2 and 2.3 if their response to 2.1 is “NO”.

2.1 The Work contemplated under this bid shall be completed on, or before, the above County specified Time for Completion (mark only one of the following two responses):

- ☐ YES – the Work will be completed on, or before, the above County-specified Time for Completion. If bidder selects “YES” then the bidder need not mark a response under 2.2 and/or 2.3.
- ☐ NO – the Work cannot (in the opinion of the bidder) be completed, on or before, the above County-specified Time for Completion. If bidder selects “NO” then bidder must indicate below, in 2.2 and 2.3, the bidder’s Deviated Time for Completion).

2.2 Complete this item only if bidder marked “NO” in Item 2.1. Bidder commits to the following number of calendar days as their Deviated Time for Completion (inclusive of all lead-times and project mobilization times, etc.) from the Commencement Date specified on the Notice to Proceed issued by the County to complete the Work specified in this ITB.

Bidder’s Deviated Time for Completion is:

\_\_\_\_\_ Calendar Days from County issued Notice to Proceed

2.3 (OPTIONAL) For informational purposes, the bidder may identify below any extraordinary related conditions that may apply such as availability of critical equipment, materials or component, lead time, weather, etc., and describe the impact. This information may, or may not, at the sole discretion of the County, be used by the County in making an award.

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

Person/Entity Name: \_\_\_\_\_ Signature Of Bidder: \_\_\_\_\_

## REPRESENTATIONS AND CERTIFICATIONS

**ANTI-KICKBACK** No officer or employee of the County, having the power or duty to perform an official act or action related to this submittal, shall have or acquire any interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal.

**REPRESENTATION:** In submitting this bid we represent that the bid documents have been read and understood, that the site has been visited and or that we have familiarized ourselves with the local conditions under which the work is to be performed, that by signature of this proposal we acknowledge all requirements and that we have signed all certificates contained herein.

**REPRESENTATION:** In submitting this bid we acknowledge the requirements and conditions applicable to bid deposits in the form of a cash bid deposit or surety bond bid deposit.

I CERTIFY that no final determination of violation of RCW 50.12.070(1)(b), 50.16.070(1)(b), or 82.32.070(1)(b) has been made by the Washington State Departments of Employment Security, Labor And Industries or Revenue respectively dated within two years of the date of the opening of this bid. I understand further that no bid may be submitted, considered or contract awarded for a public work to any person or entity that has a determination of violation of the above referenced statutes within two years from the date that a violation is finally determined and the date of this bid opening.

I CERTIFY that we are not presently debarred, suspended or in any way are excluded from procurement actions by any State or Local governmental agency. Further, I specifically certify that we are not presently debarred from bidding, or having a bid considered, on any public works contract by the Washington State Departments of Employment Security, Labor And Industries or Revenue respectively or, having been debarred, that it has been at least a one or two year period of the date of the opening of this bid since monetary penalties have been paid as a result of a Notice of Violation. I understand further that no bid may be submitted, considered or contract awarded for a public work to any person or entity that has a determination of violation of prevailing wage law within two years from the date that a violation is finally determined and the date of this bid opening; and

I CERTIFY that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this Firm to a contractual agreement. I realize the final funding for any service is based upon budget levels and the approval of the Spokane County Board of Commissioners.

I CERTIFY In submitting the bid to do the work as outlined in the Contract Specifications, I hereby certify that we are not currently debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further I certify that this Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and

THE BIDDER CERTIFIES below that its bid complies in all respects with the attached specification documents, including the minimum specifications, unless otherwise noted under the Compliance Certification page, Section 2: SPECIFICATION COMPLIANCE.

Name: \_\_\_\_\_  
person/entity submitting bid (print)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## CONTRACTOR'S ADMINISTRATIVE INFORMATION

### 1. PERSON/ENTITY

- a. Name as registered with the State Of Washington:
- b. Physical Address:
- c. Mailing Address including zip code:
- d. Remit To Address including zip code:
- e. Telephone number including area code:
- f. Fax number including area code:
- g. E-mail address for business correspondence:
- h. Washington State Contractors Registration/License Number:
- i. Federal Tax Identification Number:
- j. Washington State UBI Number:
- k. State Industrial Account Identification Number:
- l. Contractor's Representative and contact information;
  
- m. Contractor's Superintendent and contact information;

### 2. INSURANCE COMPANY:

- a. Name of company:
- b. Mailing Address including zip code:
- c. Insurance Agent Name:
- d. Insurance Agent Telephone number including area code:
- e. Insurance Agent Fax number including area code:

### 3. BONDING COMPANY:

- a. Surety Name:
- b. Surety Mailing Address including zip code:
- c. Bonding Agent Name:
- d. Bonding Agent Mailing Address including zip code:
- e. Bonding Agent Telephone number including area code:
- f. Bonding Agent Fax number including area code:

Person/Entity Name: \_\_\_\_\_ Signature Of Bidder: \_\_\_\_\_

## PART I: - BIDDER (CONTRACTOR) RESPONSIBILITY CRITERIA - RCW 39.04.350(1)

It is the intent of the County 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. Failure to meet the requirements under Part I: - Bidder (Contractor) Responsibility Criteria [i.e., RCW 39.04.350(1)] will render submittal non-responsive and will be cause for rejection without further consideration. Unless otherwise indicated below, the bidder is required to submit, along with their bid, information or documentation demonstrating compliance with the following criteria (the identification numbers listed below are to be provided in the Bidder Administrative Information section of the bid response):

1. The bidder (contractor) must have, and provide, the bidder's current Washington State Contractors License Number. Bidder must have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. The bidder (contractor) must have, and provide, the bidder's current Washington Unified Business Identifier (UBI) number;
3. The bidder (contractor) must have, and provide evidence of, Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
4. The bidder (contractor) may be required to submit evidence or documentation that they are not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. The bidder (contractor) may be required to submit evidence or documentation that they have not been found out of compliance with the Washington State Apprenticeship rules under RCW 39.04.320.
6. The Bidder (contractor) may be required to submit evidence or documentation that they have not been found in violation of RCW 39.04.370.

## PART II: - SUBCONTRACTOR RESPONSIBILITY

The bidder (contractor) shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the County, the bidder (contractor) shall promptly provide documentation to the County demonstrating that the subcontractor meets the subcontractor responsibility criteria as set forth herein. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the bidder responsibility criteria as set forth above in Bidder (Contractor) Responsibility Criteria, Part I.

**BIDDER'S STATEMENT OF COMPLIANCE WITH BIDDER RESPONSIBILITY CRITERIA:** In submitting this bid we, the undersigned bidder, represent that we have read and understand the Bidder Responsibility Criteria requirements. By signature below, and by submitting a bid we, the undersigned bidder, acknowledge and certify that this bid submittal is in compliance in all respects with the Bidder Responsibility Criteria requirements of the Invitation to Bid. Bidder agrees that the County determination of Bidder responsibility for this project shall be final.

---

Bidder/Entity Name

---

Signature Of Bidder

---

Print Name of Signer

---

Print Title of Signer



## COMPLIANCE CERTIFICATIONS

### 1. PROJECT COMPLIANCE

In compliance with the request for quotation, bidder hereby proposes to perform all work for this project in strict accordance with the contract documents, within the time set forth therein, and at the prices bid.

### 2. SPECIFICATION COMPLIANCE

The bidder certifies below that his bid complies in all respects with the attached specification documents, including the minimum specifications (CHECK YES OR NO BELOW).

☐ YES      ☐ NO

If NO, list below, in detail, any and all deviations.

LIST DEVIATIONS: (Add additional pages if necessary)

### 3. BENEFICIAL INTEREST DISCLOSURE STATEMENT

In accordance with Chapter 42.23 RCW bidders must disclose any and all personal relatives, or any relatives of the bidder's employees or subcontractors, who are presently employed by Spokane County, or who stand to realize any financial gain, or beneficial interest, if this contract is awarded to the bidder or any subcontractor of the bidder for the work of this invitation to bid.

The bidder certifies below that there are no persons, meeting the criteria above, have any beneficial interest in the work of this invitation to bid. (CHECK YES OR NO BELOW).

☐ YES      ☐ NO

If NO, list below, the name of the person, organization and relationship and interest. (Add additional pages if necessary)

Person/Entity Name: \_\_\_\_\_ Signature Of Bidder: \_\_\_\_\_

## SUBCONTRACTOR LIST

Project No. P9476 Hangman Valley Golf Course Clubhouse New Deck and HVAC Upgrades

The bidder will provide a list of all subcontractors anticipated to be used on this project. If a subcontractor list is not submitted with the bid, it is to be delivered to the Spokane County Purchasing Department as soon after the opening as practical (48 hours). Failure to provide a list in a timely manner can delay tabulation of the bids and could cause a bid to be rejected as non-responsive.

Use copies of these pages as masters for additional attachments. **If no subcontractors are to be used state "none" on the line for the first contractor. It is strongly recommended that the subcontractor list be enclosed with the bid documents.**

Type of work - (**HVAC** any value): If this work is required and the bidder will be doing the work the bidder is to list its name as the contractor below.

HVAC Contractor Name: \_\_\_\_\_

Estimated Dollar Value of work (less sales tax): \$ \_\_\_\_\_

Contractor's Registration Number: \_\_\_\_\_ Contractor's UBI Number: \_\_\_\_\_

Type of work - (**ELECTRICAL** any value): Electrical as described in chapter 19.28 RCW. If this work is required and the bidder will be doing the work the bidder is to list its name as the contractor below.

Electrical Contractor Name: \_\_\_\_\_

Estimated Dollar Value of work (less sales tax): \$ \_\_\_\_\_

Contractor's Registration Number: \_\_\_\_\_ Contractor's UBI Number: \_\_\_\_\_

Type of work - (**PLUMBING** any value): Plumbing as described in chapter 18.106 RCW. If this work is required and the bidder will be doing the work the bidder is to list its name as the contractor below.

Plumbing Contractor Name: \_\_\_\_\_

Estimated Dollar Value of work (less sales tax): \$ \_\_\_\_\_

Contractor's Registration Number: \_\_\_\_\_ Contractor's UBI Number: \_\_\_\_\_

Type of work - (**OTHER**-Specify If More Than 10% Of Bid Value) \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Estimated Dollar Value of work (less sales tax): \$ \_\_\_\_\_

Contractor's Registration Number: \_\_\_\_\_ Contractor's UBI Number: \_\_\_\_\_

Person/Entity Name: \_\_\_\_\_ Signature Of Bidder: \_\_\_\_\_

## BID DEPOSIT

FORM OF BID DEPOSIT - CHECK ONE: Please submit this sheet with the bid deposit.

☐ POSTAL MONEY ORDER      ☐ CASHIER'S CHECK      ☐ CERTIFIED CHECK

☐ SURETY BOND - Attach bid bond behind this sheet. *IT IS STRONGLY RECOMMENDED THAT YOU USE THE COUNTY FORM.*

☐ CASH or CURRENCY. Attach the deposit behind this sheet. If submitting a cash bid deposit, the bidder must complete Table 1 and Table 2 below. Failure to complete the information below shall not render the bidder's submittal as non-responsive. Cash Bid Deposit as set forth in Table 2 and as included with bid is to be counted/verified by County at the Bid Opening and signed by the two persons verifying. If signed by the County, this form will serve as a receipt.

Table 1- Bidder Information Cash Bid Bond	
Project Number:	
Bidder Name:	
Email:	
Address:	
City, State, Zip Code	

Table 2 - Cash/Currency Bid Bond -			
A Denomination	B Value	C Count	D = B x C Extended Total
Single's	\$1.00		\$
Two's	\$2.00		\$
Five's	\$5.00		\$
Ten's	\$10.00		\$
Twenty's	\$20.00		\$
Fifty's	\$50.00		\$
One Hundred's	\$100.00		\$
Other (Specify)			\$
TOTAL =			\$

Counted, Recorded and Received By (Print Name, Sign & Date): \_\_\_\_\_

Confirmed By (Print Name, Sign and Date): \_\_\_\_\_

Person/Entity Name: \_\_\_\_\_ Signature of Bidder: \_\_\_\_\_

### RETURN OF CASH BID DEPOSIT

Person/Entity Name: \_\_\_\_\_ Signature of Bidder: \_\_\_\_\_

County Official: \_\_\_\_\_ Confirmed by: \_\_\_\_\_

Person/Entity Name: \_\_\_\_\_ Signature Of Bidder: \_\_\_\_\_

ATTACHMENT A  
SMALL WORKS ROSTER TERMS & CONDITIONS/TECHNICAL SPECIFICATION SHEET

1.01 GENERAL PROJECT DESCRIPTION: This public works project consists of selected demolition; the installation of new concrete foundations and concrete deck, new fabric sun shade, wrought iron railings and the replacement of the HVAC mechanical system. The project also includes plumbing, lighting and electrical work and other miscellaneous work items

1.02 SMALL WORKS ROSTER TERMS & CONDITIONS (See Spokane County Purchasing Department website at the following URL: <http://www.spokanecounty.org/purchasing/content.aspx?c=2000>)

1.02.01 SMALL WORKS ROSTER APPLICATION FORM:

In order to be considered for award of a contract which the County solicits under Small Works Roster Process, a contractor must be registered as a contractor under the County's Small Works Roster Process and must also be considered a responsible bidder under RCW 39.04.350. Completed SWR applications may be returned to Spokane County Purchasing Department any time *prior to* a SWR project's bid submittal due date. If your firm is not already registered under the County's Small Works Roster program, then you must complete and submit the completed and signed SWR application form which must be included along with the submission of your bid. If your firm is not already registered under the County's Small Works Roster program, then *failure to include a completed and signed SWR application along with your bid submittal shall render your bid as non-responsive.*

**NOTE: BY SUBMITTING PRICING FOR THIS REQUEST FOR PROPOSAL CONTRACTOR ACKNOWLEDGES THEY HAVE REVIEWED AND AGREE TO THE "SMALL WORKS ROSTER TERMS AND CONDITIONS AS PROVIDED IN THE SMALL WORKS ROSTER APPLICATION FORM" ON THE SPOKANE COUNTY PURCHASING WEBSITE AS FOLLOWS:**

<http://www.spokanecounty.org/purchasing/content.aspx?c=1999>

SMALL WORKS ROSTER ALTERED TERMS & CONDITIONS: For this specific project and ensuing contract, the following terms and conditions replace those specific terms and conditions listed on the Small Works Roster application form located at <http://www.spokanecounty.org/purchasing/content.aspx?c=1999>

A. The County reserves the right to award Alternate bid items that may not have been awarded initially. This may occur when the County's Contract Administrator and/or Project Manager determine that the award of Alternate bid items are necessary for the proper completion of the work, and if sufficient funding has been allocated by the Board of County Commissioners for said purpose.

B. CONTRACT ADMINISTRATION: The following identifies the titles, roles, duties and responsibilities of the authorized representatives of the Parties under this project. For the purposes of this project the Spokane County Contract Administrator, Project Manager and Contract Facilitator are defined below:

1. "County Contract Administrator is the County Department Head or Elected Official, or his/her designee, as identified, in the Purchase Order/Agreement. On behalf of the County the Contract Administrator's responsibilities include: (a) performance of all the duties and responsibilities set forth in the Purchase Order/Agreement; (b) the duties and responsibilities listed for the County Project Manager, if not delegated as witnessed by being named in that role as identified in the Purchase Order/Agreement; (c) serving as the primary point of contact in the day to day interaction with the contractor; (d) monitoring, reviewing and determining the acceptability of the contractor's accomplishment of the scope of work under the Purchase Order/Agreement; (e) the certification and authentication responsibilities as the Disbursing Officer under RCW 42.24.080 in connection with payments made for work performed under the Purchase Order/Agreement; (f) working out contractor performance schedules; (g) causing or initiating changes or modifications to the Purchase Order/Agreement to be coordinated through the County Contract Facilitator which may be subject to approval by the Board of County Commissioners; (h) performance of all other contract administration responsibilities; and (i) **Except for (e) and (h)** the listed duties and responsibilities may be delegated by the Contract Administrator to the Project Manager.

2. "County Project Manager" (also sometimes referred to as "Owner's Project Manager"). If different than the County Contract Administrator he/she shall be designated by the County Contract Administrator by being identified to

perform that role in the Purchase Order/Agreement. The County Project Manager's delegated duties and responsibilities include: (a) those listed for the County Contract Administrator, **except items (e) and (h)**; and (b) a preliminary review of the pay requests and pay applications on behalf of the Contract Administrator, but with the Contract Administrator making the final review of pay reviews and payment applications as indicated by item (e) under the County Contract Administrator; and (c) the administration, management or prosecution of all actions, duties and responsibilities to assure compliance, or completion, of the planning, oversight, coordination, execution, installation, construction and closeout of the project. For all On-Campus locations, the Facilities Director (or his/her designee) shall perform the duties and responsibilities of the County Project Manager. For Off-Campus locations, the County Project Manager's duties and responsibilities shall be performed by the County Contract Administrator unless the County Contract Administrator, together with the prior mutual written consent of the County Facilities Director, has delegated the duties and responsibilities of the County Project Manager to the Facilities Director (or his/her designee).

3. "County Contract Facilitator" is the Buyer in the Spokane County Purchasing Department as assigned by the Purchasing Director and identified to perform this role in the Purchase Order/Agreement. The Contract Facilitator's responsibilities are ministerial in nature and include the following, each of which are subject to the initiation and final review and approval made by the Contract Administrator, and where applicable, approval by the Board of County Commissioners: (a) the receipt, reviewing and processing of changes and modifications to this Agreement; (b) executing contract term renewals; (c) adding additional users to the Agreement; and (d) processing of any other form of action that could change the Agreement.

### C. INDEMNIFICATION:

1. The Contractor is an independent contractor and not the agent or employee of the County. No liability shall attach to the County for entering into this Contract or because of any act or omission of the Contractor except as expressly provided.

2. The Contractor agrees to defend, indemnify and hold the County and the County's Consultant(s), when used on the project, harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the County and Consultant shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the County or Consultant, their agents or employees. The Contractor's duty to indemnify the County and Consultant for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the County or Consultant, their agents or employees, and (b) Contractor, its agents or employees shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

3. The Contractor's indemnification shall specifically include all claims for loss liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights or third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.

4. Contractor further agrees that this duty to indemnify County applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of Contractor for liability for injuries to Contractor's workers and employees, and Contractor hereby waives any such immunity for the purpose of this duty to indemnify County.

TECHNICAL SPECIFICATIONS: The Technical Specifications and Drawings are contained in the following attachments:

A. P9476 Attachment J –Project No. P9476 Technical Specifications consisting of the following:

01010 – Summary of Work  
01290 – Payment Procedures  
01300 – Project Coordination  
01310 – Project Meetings  
01330 – Submittals  
01400 – Quality Control Services  
01630 – Product Requirements and Substitution  
01730 – Selective Demolition  
01770 – Project Closeout  
03450 – Precast Architectural Concrete  
05730 – Wrought Iron Railing  
13340 – Shade Structure

B. P9476 Attachment K – Project No. 9476 Spokane County Architect Drawings consisting of the following:

A-0 Title Sheet	A-4 Section
A-1 Lower Level Plan	A-5 Existing Railing Details
A-2 Main Level Plan	A-6 Precast types and Details
A-3 Existing Deck Railing Plan	A-7 Misc. Details

C. P9476 Attachment L – COFFMAN Engineers Project No. 150683 Drawings consisting of the following:

S-1 Structural Notes, Symbols Legend Sheet Index	
S-2 Foundation Plan	
S-3 Main Floor Framing Plan	
S-4 Sections and Details	
S-5 Sections and Details	
M-1 Mechanical Notes, Abbreviations, Sheet Index	E-1 Symbols, Legends and Notes
M-2 Mechanical Legends	E-2 Electrical Demolition Plan
M-3 Mechanical Schedules	E-3 Electrical Demolition Details
M-4 1 <sup>st</sup> Floor Mechanical Demo Plan	E-4 1 <sup>st</sup> Floor Electrical Plan
M-5 1 <sup>st</sup> Floor Mechanical Plan	E-5 2 <sup>nd</sup> Floor Lighting Plan
M-6 2 <sup>nd</sup> Floor Mechanical Plan	E-6 2 <sup>nd</sup> Floor Power Plan
M-7 Mechanical Details	E-7 Partial one-Line Diagram and Mechanical Schedule
M-8 Mechanical Specifications	E-8 Electrical Schedules

LOCATION OF PROJECT: Hangman valley Golf Course Club House, 2210 E. Hangman Valley Road, Spokane, WA

TIME FOR COMPLETION: The contract shall be completed in ninety (90) consecutive calendar days from the date of commencement stipulated in a notice to proceed with the understanding that time is of the essence in the performance of this contract. The Notice To Proceed is issued once the County receives the returned, signed contract, contractors bond, Certificate of Insurance and is generally between 11 and 15 days after award.

This work is a Public Work project, for the Spokane County Facilities Department, managed by the Spokane County Purchasing Department. The Contractor must pay prevailing wages, provide bonding and insurance and meet all applicable State and local rules and regulations governing a Public Work project.

Contractor will contact the designated County representative to coordinate access to the Hangman Valley Golf Course Clubhouse. Coordinate and schedule work with Don Coon at (509) 477-2119.

ATTACHMENT B  
INFORMATION FOR BIDDERS

**2.01 PREPARATION OF BID:** The Bidder shall submit its proposal properly executed on the forms furnished. Only amounts and information asked for on the proposal forms will be considered as the bid. The Bidder shall bid upon the work exactly as specified. The bid price(s) shall include all necessary permits, and fees and items of labor, material, equipment, tools, overhead and compensation, supplies, taxes (except Washington State Sales Tax), utilities and other incidentals necessary to complete the work in a fully functional and operational state. All prices including bid prices are in US funds.

The bid shall be typed or filled out in ink. Numerical bid prices can be typed or printed in clean legible figures. Words shall govern in the event of discrepancies between words and figures and unit price shall govern in the event of discrepancies between unit price and extensions.

The bid shall be signed by the bidder or a representative of the bidder that has the legal authority to commit the bidder to a contractual agreement. Bids submitted by corporations shall be signed by the officer or officers having authority to sign them. If a bidder is a co-partnership, the proposal shall be signed by an authorized member of the co-partnership. When the bidder is a joint venture, the proposal shall be signed by one or more individuals as authorized by the Joint Venture. If the County should so require, evidence of legal authority to sign shall accompany the bid or be on file with the County.

Sign at the end of pages where indicated. The signature certifies that the information on that page is true and correct. Failure to do so can be cause for disqualification of the bid.

**2.02 SUBMISSION:** Submit only the Bid Response Document pages. Do not include any other parts or copies of the bid manual. Complete information shall be submitted detailing special equipment, appurtenances, accessories, components, and labor required for completion of this contract.

Any units not conforming to bidders exact specifications may be rejected and it will be the responsibility of the manufacturer and/or bidder to conform with the requirements unless deviations have been specifically cited by the bidder and acceptance made on the basis of the exception.

**2.03 PREPARATION OF ENVELOPE:** **Each Bid shall be sealed** in an opaque envelope, which has been clearly marked in the upper left corner with the words "Bid Proposal By" followed by the name and address of the bidder. In the lower left corner of the envelope the bidder shall write out the bid number "**P9476** bid opening date "**October 2, 2015** as amended" and name of the bid "**Hangman Valley Golf Course Clubhouse New Deck and HVAC Upgrades**".

**2.04 UNIT PRICES AND ROUNDING:** All bid prices will be as per plans and specifications and shall include but not be limited to factory standard equipment and those optional and/or alternate items as specified. When prices are to be shown in both words and figures then the words shall govern in the event of a discrepancy between the words and figures. Prices shall be inserted where noted, and the total(s) where noted.

After opening and reading bids, the County will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the County.

For tabulation, award and contracting purposes unit price extensions and arithmetic calculations will be carried to the nearest penny.

**2.05 TAXES:** Spokane County is required to pay Washington State Sales Tax on all purchases and contracts. Sales tax should be added as a separate item only, not to be included in the price. All bidders whether inside or outside the state of Washington shall show the tax rate applicable to this bid. All taxes payable by the County as a result of this contract are considered part of the bid evaluation. Washington State tax is payable by the County direct to the state of Washington on awards made to out-of-state contractors who do not have a Washington State Sales Tax number. If you have any questions concerning the appropriate rate, call the Washington State Department of Revenue.

If a cash discount is offered and taken it is understood that sales tax will be applied to the discounted amount.

It shall be the contractor's responsibility to furnish Federal Excise Tax Exemption Certificate, when applicable.

**2.06 COMPLETENESS OF BID:** Each Bidder shall bid on all items in the bid. Alternative, additive, or deductive prices will not be considered unless specifically required in the Bid form.

Additional technical data furnished by a Bidder, but not required by the Contract Documents, may at the County's option be considered a part of the Bid to the extent that it is supplementary to, is consistent with and not contrary to the Contract Documents.

**2.07 ORAL PRESENTATIONS:** Bidders may be required to make an oral presentation of their Bid to Spokane County to provide an opportunity for thorough mutual understanding. The issuing office will schedule the time and location of the presentation should one be held.

**2.08 CONTENTS OF PROPOSAL FORMS:** The Bid form invites bids on definite plans and specifications. The plans, specifications and addenda relating to the project referred to in the Bid shall be considered to be part of the bid.

**2.09 CHANGES TO THE BID:** A change to the Bid already received will be considered only if the changes are received prior to the last call for bids. All changes shall be made in writing, executed and submitted in the same form and manner as the original Bid.

**2.10 WITHDRAWAL OF PROPOSAL:** Each bid shall constitute an offer to the County as outlined therein and shall be irrevocable after the last call for bids. Any bidder may withdraw its bid by giving written notice to the County at the place such proposals are to be received and at any time prior to the last call for bids. After the last call for bids, bids may not be withdrawn, unless such execution is delayed due to acts of the County, for a period exceeding sixty (60) days after the last call for bids except at the County's option.

**2.11 POSTPONEMENT OF OPENING:** The County reserves the right to postpone the date and time last announced for receiving proposals and such postponement may be made at any time prior to the last call for bids. The County will give written or telephonic notice of any such postponement to each party to whom Contract Documents have been issued, followed by issuance of an addendum confirming the changing of the announced date and time for receiving proposals.

**2.12 DELIVERY OF PROPOSAL:** Oral, telegraphic or telephonic bids or oral modifications will not be considered (this includes telecommunications such as facsimile machine).

It is the sole responsibility of the bidder to ensure that their bid is received on time and at the proper location. The bidder is solely responsible for ensuring that its bid is forwarded or delivered where specified, how specified, and when specified. Spokane County will not assume responsibility for any delay in U.S., County, or any other delivery service resulting in a bid being received late.

**2.13 OPENING PROPOSALS:** At the time and place last announced for receiving proposals and after the specified bid closing date and time, each bid, which has been received, except those, which have been properly withdrawn, will be opened.

**2.14 EVALUATION OF PROPOSALS:** In evaluating the proposals, special attention will be paid to the qualifications of the bidders when considering awarding the contract. The County reserves the right to waive minor irregularities or informalities in any or all proposals. The Spokane County Board of County Commissioners reserves the right to reject any or all bids, portion or parts thereof and to waive all minor irregularities in bidding.

**2.15 ACCEPTANCE OF PROPOSAL:** Acceptance and award of contract, when made by the County, will be to the lowest responsible bidder. Unsuccessful bidders will not automatically be notified of results. The acceptance of a Bid will be evidenced by a Notice of Award in writing signed by a duly authorized official of the County and delivered to the bidder whose Bid is accepted, in the manner provided for written notices. No other action or notice shall constitute acceptance of a Bid. The Notice of Award shall not entitle the Bidder to any contractual or other remedies against the County. No Bid shall be binding upon the County until a contract has been properly executed by the Contractor and County.



*SPECIAL NOTE: A low bidder on a public works project who claims error and fails to enter into a contract is prohibited from bidding on the same project if a second or subsequent call for bids is made for the project.*

**2.16 AWARD OF BID:** Bid award does not itself constitute a contract. The bidder will have ten (10) days from the date of the notice of award, exclusive of the day of notice, to provide: 1) a signed copy of the contract; and 2) a Contractor's Bond (Performance and Payment Bond), contract with the duly authorized signatures affixed thereto; and 3) certificate of insurance (Public Liability and Property Damage Insurance) in the specified amounts and with the following additional insured endorsement: "Spokane County, its officers, agents and employees are named as an additional insured as respects to project number P9476. The certificate holder will be Spokane County, C/O Spokane County Purchasing Department, 1101 W. College Ave., Suite 241B, Spokane, WA 99201. Upon satisfactory fulfillment of these requirements and contract signature by the Spokane County Board of County Commissioners the contract will be considered to be executed and a written Notice to Proceed will be issued.

**2.17 ADDITIVE/DEDUCTIVE ALTERNATES:** While it is the intent of the County to award all bid items the County shall have the right to accept alternates, if called for in the bid documents, in any order or combination and to determine the bid price of the apparent low Bidder on the basis of the sum of the Base Bid and any or all of the alternates accepted.

The County reserves the right to award Alternate bid items that may not have been awarded initially by the Board of County Commissioners. This may occur when the County's Contract Administrator and/or Project Manager determine that the award of Alternate bid items are necessary for the proper completion of the work, and if sufficient funding has been allocated by the Board of County Commissioners for said purpose.

**2.18 TIME FOR COMPLETION AND LIQUIDATED DAMAGES:** Time for completion is stipulated in the bid response documents. Bidder shall also agree to liquidated damages stipulations if indicated in Attachment.

**2.19 WAGE RATES AND EMPLOYMENT:** Bidders shall acquaint themselves with conditions affecting Federal/State labor rates and impending negotiations for labor agreements.

The successful bidder shall complete and file State of Washington, Department of Labor And Industries, Statement of Intent to Pay Prevailing Wages on Public Contract form and shall familiarize itself with all its requirements. The successful bidder shall also be responsible for and pay all costs pertaining to the processing of these forms as part of this contract.

The prevailing wage schedule is located in the Appendix. The bidder is solely responsible for determining the applicable labor classification(s) and utilizing the appropriate and correct prevailing wage and benefit rate(s) in submitting its bid based on these specifications.

**2.20 BID PROTESTS FOR PUBLIC WORKS:** When the County receives a written protest from a bidder for a public works project which is the subject of competitive bids, the County will not execute a contract for the project with anyone other than the protesting bidder without first providing at least two full business days' written notice of the County's intent to execute a contract for the project; provided that the protesting bidder submits notice in writing of its protest no later than two full business days following bid opening. Intermediate Saturdays, Sundays, and legal holidays are not counted.

A protest submittal will be delivered to the Spokane County Purchasing Department, 1101 W. College Ave., Suite 241B, Spokane, WA 99201, phone (509) 477-2301, fax (509) 477-6627 with the words "Bid Protest" prominently and clearly displayed on any outer cover containing the protest notice as well as on the notice itself. The following minimum information should be included in the written protest notice: 1) The name, address and phone number (including area code) of the bidder; and 2) the bidder contact person's name and telephone number (including area code); and 3) a statement(s) describing the nature of the protest; and 4) the County bid number and title.

A low bidder on a public works project who claims error and fails to enter into a contract is prohibited from bidding on the same project if a second or subsequent call for bids is made for the project.

## ATTACHMENT C - INSURANCE REQUIREMENTS

A. The Contractor shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract. Following is a list of requirements for this contract. Any exclusion that may restrict required coverage must be pre-approved by the Spokane County Risk Management Department. Work under this contract shall not commence until evidence of all required insurance, policy endorsement and bonding are provided to the County of Spokane. The Contractor's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor and returned to the Spokane County Department with whom the contract is executed. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the department with whom the contract is executed. The policy shall be endorsed and the certificate shall reflect that the County of Spokane is an additional named insured on the Contractor's general liability policy with respect to activities under the contract. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

B. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the County shall be excess and not contributory insurance to that provided by the Contractor.

C. The Contractor shall not commence work, nor shall the Contractor allow any subcontractor to commence work on any subcontract until a Certificate of Insurance with additional insured endorsement, meeting the requirements set forth herein, has been approved by Spokane County Risk Management Department and filed with the department with whom the contract is executed. Upon request, the contractor shall forward to the Spokane County Risk Management Department the original policy, or endorsement obtained, to the Contractor's policy currently in force.

D. Failure of the Contractor to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the County's discretion.

E. Providing coverage in the amounts listed shall not be construed to relieve the Contractor from liability in excess of such amounts.

F. **REQUIRED COVERAGE:** The insurance shall provide the minimum coverage as set forth below:

1. **GENERAL LIABILITY INSURANCE:** The Contractor shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

**ADDITIONAL INSURED ENDORSEMENT:** General Liability Insurance must state that Spokane County, it's officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used **"Spokane County, It's Officers, Agents And Employees Are Named Additional Insured."**

2. **PROOF OF AUTOMOBILE INSURANCE:** The Contractor shall carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Contract. Said policy shall provide that it shall not be canceled, materially changed, or renewed without forty five (45) days written notice prior thereto to Spokane County.

3. **WORKERS COMPENSATION:** When the Contractor has employees of the company, the Contractor shall carry Worker's Compensation Industrial Injury Insurance coverage and effective in Washington State. Proof of insurance shall be reflected on the Contractor's Certificate of Insurance or by providing the Contractor's State Industrial Account Identification Number

ATTACHMENT D  
LIQUIDATED DAMAGE TABLE

Time is of the essence of the contract. Delays inconvenience the public and interfere with and delay commerce. Delays also cost taxpayers undue sums of money, adding time needed for administration, engineering, inspection, and supervision.

Because the County finds it impractical to calculate the actual cost of delays, it has adopted the following formula to calculate liquidated damages for failure to complete the physical work of a contract on time.

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each calendar or working day (as specified in the time for completion in the bid documents) beyond the number of calendar or work days established for physical completion, and
2. To authorize the County to deduct these liquidated damages from any money due or coming due to the Contractor.

LIQUIDATED DAMAGES FORMULA

<b>LD = 0.15C/T</b>	
where:	
LD =	Liquidated damages per calendar or working day (rounded to the nearest dollar)
C =	Original contract amount plus change orders
T =	Original time for physical completion plus change orders

When the contract work has progressed to the extent that the County has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains to physically complete the total contract, the County may determine the contract work is “substantially” complete for the purposes of this section. The County 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 County, the Contractor shall furnish a written schedule for completing the physical work on the contract.

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the contractor from further obligations and liabilities to complete the entire contract.

ATTACHMENT E  
BOND FORMS

The following sample forms are attached:

1. Bid Deposit Surety Bond Form
2. Contractor's Bond Form



## SPOKANE COUNTY BID DEPOSIT SURETY BOND FORM

NAME OF PROJECT: Hangman Valley Golf Course Clubhouse New Deck and HVAC Upgrades

PROJECT/BID NUMBER: P9476

NAME OF FIRM: \_\_\_\_\_

We, \_\_\_\_\_ as Principal, and \_\_\_\_\_

as Surety, are held and firmly bound unto the COUNTY OF SPOKANE, a Washington State County, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the County of Spokane shall make timely award to the Principal according to the terms of the bid documents; and the Principal shall, within ten (10) days after notice of the award, exclusive of the day of notice, enter into the contract with the County of Spokane and furnishes the contractor's bond (performance and payment bond) with Surety satisfactory to Spokane County in an amount equal to one hundred percent (100%) of the amount of the bid proposed including Washington State Sales Tax then this obligation shall be null and void; otherwise if the Principal fails to enter into the contract and furnish the contractor's bond within ten (10) days after notice of the award, exclusive of the day of notice, the amount of the bid deposit shall be forfeited to the County; but in no event will the Surety's liability exceed this bond's face amount.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ YEAR 20\_\_\_\_.

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(SEAL)



**CONTRACTOR'S PERFORMANCE AND PAYMENT BOND TO DUAL OBLIGEEES**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
(Contractor), as Principal, and \_\_\_\_\_ (Bonding  
Company), as Surety, a corporation of \_\_\_\_\_,  
whose principal office is located at \_\_\_\_\_, are

firmly bound unto the State of Washington and Spokane County, a political subdivision the State of Washington, as Obligees, to fulfill the obligations of the Principal and the Surety under the Contract to which reference is hereafter made, in the amount of

\$\_\_\_\_\_ (including Washington State sales tax) for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Principal has by written Proposal dated \_\_\_\_\_ offered to enter into a Contract with Spokane County for Contract Number P9476 pursuant to the terms and conditions set forth in the Contract Documents dated \_\_\_\_\_.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform all the provisions of the Contract on its part, and pay all laborers, mechanics, subcontractors and material suppliers, and all persons who supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work, and indemnify and hold harmless the Obligees from all loss, cost or damage which it may suffer by reason of the failure to do any of the foregoing, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

All persons who have furnished labor, materials or supplies for use in and about the work provided for in the Contract shall have a direct right of action under this bond, to the extent and in the manner set forth in RCW 39.08.

The said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

SIGNED AND SEALED THIS \_\_\_\_ DAY OF \_\_\_\_\_ YEAR 20\_\_\_\_.

\_\_\_\_\_  
SURETY  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Typed Name  
  
\_\_\_\_\_  
Title

\_\_\_\_\_  
PRINCIPAL  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Typed Name  
  
\_\_\_\_\_  
Title

(SEAL)  
091002

ATTACHMENT F  
INDEX OF PREVAILING WAGE SCHEDULE DOCUMENTS

As a public work contract, the successful contractor must pay the required prevailing rates of pay for the applicable trade as stipulated by the Washington State Department of Labor and Industries in the applicable published schedule, and workers shall receive no less than the applicable prevailing rate of wage.

In the preparation of a bid submittal based on the specifications contained in this Invitation to Bid, the bidder is solely responsible to: 1) use the schedule in effect at the bid opening date and time; and 2) determine the appropriate labor classification(s); and utilize the appropriate and correct prevailing wage and benefit rate(s).

The State of Washington Department of Labor and Industries issues revised wage schedules twice per year (every 6 months) which become effective approximately the first of March and the last of August. The wage schedule that will apply to this bid will be the schedule in effect at the time and date of the actual bid opening (the published date including any changes made through the issue of addenda). Therefore the bidder is cautioned to be mindful that addendum changing the bid opening date could make the enclosed schedule obsolete. The bidder is solely responsible to determine what schedule is applicable to the bid and to use that schedule in the preparation of its bid.

Questions should be referred to the State of Washington Department of Labor & Industries, 901 North Monroe, Suite 100, Spokane, Washington, phone (509) 324-2600 or to PO Box 44540, Olympia WA 98504-4540, phone (360) 902-5335 or Fax (360) 902-5300.

**It is the responsibility of the bidder to insure that the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their bid according to these specifications.**

A copy of the applicable Prevailing Wage rate Schedule is available for viewing in the office of the Spokane County Purchasing Department. Upon request by a bidder, the Spokane County Purchasing Department can mail a hard copy of the applicable wage rates; however, respondents are encouraged to obtain a copy of the applicable Prevailing Wage rate Schedule directly from the Department of Labor & Industries website (URL) as listed below:

**Prevailing wage rates can be accessed at the following Department of Labor & Industries URL:**

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

To identify the exact wage publication date for this project, contractors should use:

1 Washington State Prevailing Wage Rates for Spokane County, effective September 4, 2015.

2 Benefit Code Key, effective September 4, 2015.

**CAUTION:** Respondents are cautioned to be mindful that addendum changing the bid opening date could possibly make the schedule as referenced in this Attachment obsolete.

A copy of the entire Prevailing Wage Schedule is available by request made by the bidder to the Spokane County Purchasing Department at 509-477-2301.

ATTACHMENT G  
SAMPLE CONTRACT



# COUNTY OF SPOKANE WASHINGTON

## SMALL WORKS ROSTER CONSTRUCTION SERVICES AGREEMENT CONTRACT NUMBER P9476

TITLE: Construction Services, Hangman Valley Golf Course Clubhouse New Deck and HVAC Upgrades

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### CONTRACT SUMMARY

Estimated Contract Value: [ \$       ]  
Estimated Completion Date: ninety (90) consecutive days from a Notice to Proceed  
Contract Type: Lump Sum, Cost Not To Exceed  
Contract Administrator: Don Coon, Facilities Design & Construction Manager, Phone: (509) 477-2119;  
Email: DCoon@spokanecounty.org

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### PARTIES

COUNTY:  
Spokane County Washington  
C/O Spokane County Purchasing Department  
Spokane Regional Health Building  
1101 W. College Ave., Suite 241B  
Spokane, WA 99201  
Contract Facilitator: Bruce H. Price, Senior Buyer, Phone: (509) 477-2307, Fax: (509) 477-6627  
Email: bprice@spokanecounty.org

### CONTRACTOR:

[ Name ]  
[ Address ]  
Contact:  
Phone: (509)  
Fax: (509)  
Email:

THIS AGREEMENT made and entered into effective the [?date] by and between SPOKANE COUNTY, a political subdivision of the State of Washington having offices for the transaction of business indicated above and hereinafter referred to as the "County", and the "Contractor", named and having offices for the transaction of business indicated above jointly, hereinafter referred to along with the County as the "Parties".

WHEREAS, the Board of County Commissioners of Spokane County pursuant to the provisions of the Revised Code of Washington Section 36.32.120(6) has the care of County property and the management of County funds and business; and



WHEREAS, the Board of County Commissioners of Spokane County pursuant to the above cited statutory section and those provisions as set forth in the Revised Code of Washington Section 39.04.155, et seq. did let out for bid the Hangman Valley Golf Course Clubhouse New Deck and HVAC Upgrades; and

WHEREAS, the Board of County Commissioners of Spokane County did on October 2, 2015 open said bid and did on ?[date] accept the bid of the Contractor herein as the lowest responsible bidder for Spokane County bid No. P9476.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties hereto do mutually agree as follows:

#### ARTICLE 1. COMPENSATION, WORK AND SERVICES

The Contractor for the consideration of [?contract amount words] (?\$), including sales tax, for work performed as specified in the "Contract Documents" as enumerated herein below, shall in strict accordance with all of the provisions therein, perform all work and provide all materials called for by the Contract Documents Hangman Valley Golf Course Clubhouse New Deck and HVAC Upgrades. The County agrees to pay the Contractor for said work as specified in the "Contract Documents."

#### ARTICLE 2. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, all conditions of Spokane County Bid No. P9476 and other documents listed below issued prior to the execution of this Agreement and all modifications and change orders issued subsequent thereto. These form a contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the contract documents is set forth below:

1. Change Orders; and
2. Notice to Proceed; and
3. Notice of Award; and
4. Agreement; and
5. Addenda; and
6. Specifications and Drawings; and
7. The provisions of Spokane County Bid No. P9476; and
8. The bid proposal of the contractor dated [?]

#### ARTICLE 3. RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor relationship will be created by this Agreement. The County is interested only in the results to be achieved, and the conduct and control of all services or work will lie solely with the Contractor. No agent, employee, servant or otherwise of the Contractor shall be or shall be deemed to be an employee, agent, servant or otherwise of the County for any purpose, and the employees of the Contractor are not entitled to any of the benefits that the County provides for County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of his Contract. In the performance of the services herein contemplated, the Contractor is an independent contractor with the authority to control and direct the performance and details of the work, the County being interested only in the results obtained; however, the work contemplated herein must meet the approval of the County pursuant to the provisions of the agreement under which the services and work were let to the Contractor.

#### ARTICLE 4. INDEMNIFICATION

The Contractor is an independent contractor and not the agent or employee of the County. No liability shall attach to the County for entering into this Contract or because of any act or omission of the Contractor except as expressly provided.

The Contractor agrees to defend, indemnify and hold the County and the County's Consultant(s), when used on the project, harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to

indemnify the County and Consultant shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the County or Consultant, their agents or employees. The Contractor's duty to indemnify the County and Consultant for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the County or Consultant, their agents or employees, and (b) Contractor, its agents or employees shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

The Contractor's indemnification shall specifically include all claims for loss liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights or third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.

Contractor further agrees that this duty to indemnify County applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of Contractor for liability for injuries to Contractor's workers and employees, and Contractor hereby waives any such immunity for the purpose of this duty to indemnify County.

**ARTICLE 5: TERMINATION:** Contract(s) resulting from this bid may be terminated, in whole or in part, under the following conditions: 1) by mutual written agreement; 2) by the County for breach by the bidder of any of the obligations or requirements set forth in the contract documents. The County retains the option to require the bidder to assume liability for any and all damages, including the excess of re-procuring similar products or services; 3) for the convenience of the County; or 4) by the County for non-appropriation of funds.

**ARTICLE 6: TERMINATION BY THE COUNTY WITHOUT CAUSE:** Notwithstanding any other provisions contained herein, the County, without cause, may terminate the contract between the parties by providing notice to the Contractor. Upon termination under this section: 1) All remaining obligations of the parties are discharged, but any right based upon breach or performance occurring prior to termination survives; 2) If the reasonable costs of performance incurred by the Contractor prior to termination exceed the amount paid by the County to the Contractor on the Contract Sum, the County shall reimburse the Contractor in the amount of such excess; 3) If the amount paid by the County to the Contractor on the Contract Sum exceeds the reasonable costs of performance incurred by the Contractor prior to termination, the Contractor shall reimburse the County in the amount of such excess; 4) Any funds obtained or retained by the Contractor as provided in 2) or 3) of this paragraph, shall constitute full payment and consideration for the services performed by the Contractor prior to termination.

#### **ARTICLE 7. MAINTENANCE OF RECORDS**

The Firm will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to this contract. The Firm shall make available to the County or the Washington State Auditor or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which the County may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

#### **ARTICLE 8. VENUE STIPULATION**

This Agreement has and shall be construed as having been made and delivered within the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provisions hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

#### **ARTICLE 9. COMPLIANCE WITH LAWS**

The Contractor in the performance of this Agreement agrees to comply with all applicable federal, state and local laws, ordinances and regulations including but not limited to those pertaining to civil rights. The Contractor may not, without the prior written approval of the County, assign, sublet or transfer in whole or in part his interest in this Agreement.

#### **ARTICLE 10. INTEGRATION**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties. All Parties have read and understand the above contract and now state that no representations, promises, or agreements not expressed by this Agreement have been made to induce the other to execute the same.

#### ARTICLE 11. LIQUIDATED DAMAGES

Time is of the essence in the performance of the contract. Because the County finds it impractical to calculate the actual costs of delays, it has adopted the Liquidated Damage Table in the Attachment to the Bid Documents.

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payments of liquidated damages will in any degree, release the Contractor from further obligation and liabilities to complete the entire work.

#### ARTICLE 12. RECOVERY OF FUNDS

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to Spokane County the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the contractor and Spokane County. The rights of Spokane County are in addition and without prejudice to any other right Spokane County may have to claim the amount of any loss or damage suffered by Spokane County on account of the acts or omissions of the Contractor.

#### ARTICLE 13. ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### ARTICLE 14. ANTI-KICKBACK

No officer or employee of the County, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this agreement, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this Agreement.



ATTACHMENT H

SPOKANE COUNTY  
SMALL WORKS ROSTER (SWR) APPLICATION FORM

PAGE 1 OF 2

Spokane County Purchasing Department  
Second Floor - Spokane Regional Health Building  
1101 W. College Avenue, Suite 241B  
Spokane, WA 99201-2010

**NOTE TO CONTRACTOR:** Are you able to receive specifications via e-mail (MS Word or Excel files)?

Yes ☐ No ☐

E-mail address \_\_\_\_\_

Subject: SMALL WORKS ROSTER APPLICATION FORM

My firm requests to be added to your "Small Works Roster" in accordance with R.C.W. 39.04.155 and the terms and conditions of the Spokane County's Small Works Roster program as set forth, maintained and updated on Spokane County's website at the following URL: <http://www.spokanecounty.org/purchasing/content.aspx?c=2000>

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

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

"Remit To" Address (if different): \_\_\_\_\_

Telephone: Day \_\_\_\_\_ Night \_\_\_\_\_ Fax \_\_\_\_\_

Washington State Contractor's License No: \_\_\_\_\_

Washington State UBI No: \_\_\_\_\_

Bonded with: \_\_\_\_\_

Liability Insurance with: \_\_\_\_\_

My firm wishes to be included on the Rosters for the categories of work as indicated by the boxes that have been checked on the Area of Expertise Table, listed on page 2 of this application.

By signing below, I certify that I have reviewed and I understand Spokane County's related standard terms and conditions for the Small Works Roster program, as well as, Washington's statutory requirements for prevailing wage, bonding, and State Contractor registration requirements, including any changes or amendments thereto, which shall apply to all projects solicited by Spokane County under the Small Works Roster, or limited Public Works Roster processes. I understand that it is the responsibility of me and the owner/officers of my firm to know, review and understand the Spokane County's related standard terms and conditions for the Small Works Roster program and to monitor the County's website for any changes or modifications made thereto.

I also understand that to be maintained on the Roster, my firm must respond to every Invitation to Bid (ITB) with, at minimum, a written "No Bid" response, otherwise my firm may at the County's sole option, be deleted from the Roster.

I further understand that it is my firm's (i.e., the Contractor's) responsibility to keep abreast of current Small Works Roster program and project requirements and notices posted to the Spokane County Purchasing website regarding the Small Works Rosters and that Spokane County is not responsible for communicating SWR program changes or amended requirements which may be by the County or the State.

I certify that to the best of my knowledge and belief the information contained in this submittal is accurate and complete. I further certify that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon annual budget amounts approved by the Spokane County Board of County Commissioners.

Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

# ATTACHMENT H

## SPOKANE COUNTY SMALL WORKS ROSTER (SWR) APPLICATION FORM

PAGE 2 OF 2

### AREA OF EXPERTISE TABLE (CATEGORIES OF WORK)

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

**PLACE A CHECK (✓) ONLY IN THE CATEGORIES THAT APPLY TO YOUR FIRM'S EXPERTISE AND FOR WHICH YOU WANT TO BE ROSTERED.**

- |                          | Roster   |
|--------------------------|--|
| <input type="checkbox"/> | SWR100 - Aerial Crane Service                                  |
| <input type="checkbox"/> | SWR101 - Asphalt Paving / Patching / Sealing (Parking Lots)    |
| <input type="checkbox"/> | SWR102 - Asphalt Paving / Patching / Sealing (Roads)           |
| <input type="checkbox"/> | SWR103 - Boiler Maintenance and Repair                         |
| <input type="checkbox"/> | SWR104 - Bridge Construction / Reconstruction / Rehabilitation |
| <input type="checkbox"/> | SWR105 - Cabinet Making  |
| <input type="checkbox"/> | SWR106 - Carpentry   |
| <input type="checkbox"/> | SWR107 - Cement Treated Base Roadways                          |
| <input type="checkbox"/> | SWR108 - Concrete Curb, Gutter and Sidewalk                    |
| <input type="checkbox"/> | SWR109 - Concrete Cutting                                      |
| <input type="checkbox"/> | SWR110 - Concrete / Masonry (including masonry fences)         |
| <input type="checkbox"/> | SWR111 - Concrete, Pre-cast Supply & Erection                  |
| <input type="checkbox"/> | SWR112 - Crack Sealing   |
| <input type="checkbox"/> | SWR113 - Demolition  |
| <input type="checkbox"/> | SWR114 - Drilling, Core and Rotary (including water wells)     |
| <input type="checkbox"/> | SWR115 - Dust Control and Abatement                            |
| <input type="checkbox"/> | SWR116 - Electrical (Construction & Traffic)                   |
| <input type="checkbox"/> | SWR117 - Erosion Control                                       |
| <input type="checkbox"/> | SWR118 - Excavation, Fill Material and Grading                 |
| <input type="checkbox"/> | SWR119 - Fencing (non-masonry)                                 |
| <input type="checkbox"/> | SWR120 - General Contracting (Construct, Renovate, Remodel)    |
| <input type="checkbox"/> | SWR121 - Guardrail Replacement and Repair                      |
| <input type="checkbox"/> | SWR122 - Hydro-seeding   |
| <input type="checkbox"/> | SWR123 - Irrigation and Sprinkler Systems                      |
| <input type="checkbox"/> | SWR124 - Landscaping (General)                                 |

- |                          | Roster   |
|--------------------------|--|
| <input type="checkbox"/> | SWR125 - Landscaping (Streamside Enhancement)                          |
| <input type="checkbox"/> | SWR126 - Logging   |
| <input type="checkbox"/> | SWR127 - Mechanical (HVAC)   |
| <input type="checkbox"/> | SWR128 - Mobile Home Movers  |
| <input type="checkbox"/> | SWR129 - Painting (General)  |
| <input type="checkbox"/> | SWR130 - Pavement Striping, Legends and Marking                        |
| <input type="checkbox"/> | SWR131 - Pavement Sweeping   |
| <input type="checkbox"/> | SWR132 - Pool Services, Including Pool Draining                        |
| <input type="checkbox"/> | SWR133 - Railroad Track Construction & Repair Svcs                     |
| <input type="checkbox"/> | SWR134 - Retaining Walls   |
| <input type="checkbox"/> | SWR135 - Roadway Construction  |
| <input type="checkbox"/> | SWR136 - Roof, Re-Roof and Roof Maintenance                            |
| <input type="checkbox"/> | SWR137 - Sanitary Sewer Construction                                   |
| <input type="checkbox"/> | SWR138 - Security System Equipment and Installation                    |
| <input type="checkbox"/> | SWR139 - Septic System Services Including Pumping                      |
| <input type="checkbox"/> | SWR140 - Sign Installation, Non-Electrical (traffic)                   |
| <input type="checkbox"/> | SWR141 - Slurry Sealing  |
| <input type="checkbox"/> | SWR142 - Stormwater Fac Install, Replace & Renovate                    |
| <input type="checkbox"/> | SWR143 - Street Illumination   |
| <input type="checkbox"/> | SWR144 - Stump Grinding and Removal                                    |
| <input type="checkbox"/> | SWR145 - Tank Installation, Replace & Renovate                         |
| <input type="checkbox"/> | SWR146 - Traffic Control   |
| <input type="checkbox"/> | SWR147 - Tree Trimming and Brush Removal                               |
| <input type="checkbox"/> | SWR148 - Underwater Diving Work/Diving Services                        |
| <input type="checkbox"/> | SWR149 - Welding and Metal Fabrication                                 |
| <input type="checkbox"/> | SWR150 - Well Decommissioning Service<br>(well pointing-dewatering)    |
| <input type="checkbox"/> | SWR 151 - Plumbing   |
| <input type="checkbox"/> | SWR 152 - Roll-up/Overhead Door Installation<br>Maintenance and Repair |
| <input type="checkbox"/> | SWR 153 - Flooring Services  |

Please add the following SWR category (please provide a written description): \_\_\_\_\_  
\_\_\_\_\_

**NOTE:** While the County will consider requests for new SWR categories, the County is under no obligation to actually create new SWR categories. This list of rosters may be revised at any time by Spokane County, without notice to contractors.

Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

ATTACHMENT I  
APPLICATION FOR PAYMENT FORMS

APPLICATION FOR PAYMENT TO SPOKANE COUNTY

COUNTY PROJECT NUMBER: \_\_\_\_\_ CONTRACTOR PROJECT NO. \_\_\_\_\_ PAY APPLICATION DATE: \_\_\_\_\_

TO: Spokane County Purchasing Department  
1101 W. College Ave., Ste 241B  
Spokane, WA 99201

PAY APPLICATION NO.: \_\_\_\_\_ PERIOD FROM: \_\_\_\_\_ PERIOD TO: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ Check App Type: ☐ Progress; ☐ Final

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CONTRACTOR'S NAME AND MAILING ADDRESS

I certify that wages have been paid in accordance with the Statement(s) of Intent to Pay Prevailing Wages previously Certified and filed pursuant to this contract.

By: \_\_\_\_\_ (signature)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTARY ACKNOWLEDGEMENT**

State of: \_\_\_\_\_  
County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_  
Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**ARCHITECT/ENGINEER PAYMENT CERTIFICATION**

*The architect certifies that to the best of their knowledge and belief that the work indicated has been performed according to contract and that the contractor is entitled to the amount certified.*

By: \_\_\_\_\_ Date: \_\_\_\_\_ AMOUNT CERTIFIED: \$ \_\_\_\_\_

Print Name \_\_\_\_\_ Print Title \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_ CONTRACTOR PROJECT NO. \_\_\_\_\_ PAY APPLICATION DATE: \_\_\_\_\_

PAY APPLICATION NO.: \_\_\_\_\_ PERIOD FROM: \_\_\_\_\_ PERIOD TO: \_\_\_\_\_

A	B	C	D	E		F	G		H
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	%	Balance to Finish (C - G)	
			From Prev Applications (D + E)	This Period					
12 CHANGE ORDER SUB TOTAL (W/O TAX)									



COUNTY PROJECT NUMBER: \_\_\_\_\_ CONTRACTOR PROJECT NO. \_\_\_\_\_ PAY APPLICATION DATE: \_\_\_\_\_

PAY APPLICATION NO.: \_\_\_\_\_ PERIOD FROM: \_\_\_\_\_ PERIOD TO: \_\_\_\_\_

[illegible]

## COMPLETION INSTRUCTIONS FOR THE PREPARATION OF THE APPLICATION FOR PAYMENT FORM

### 1. APPLICATION PAYMENT HEADING INFORMATION (completed by Contractor)

**County Project Number:** From contract or bid documents.

**Contractor Project No:** Put yours here if you use one.

**Pay Application Date:** Invoice date.

**Period From:** Beginning date of this pay request period. For progress payments this is the day after the period through date from the preceding pay application.

**Period Thru:** End of this pay request period. For progress payments this is the last day of the request period through which billing is included.

**Project Name:** From Notice of Award or Contract Documents.

### 2. CONTRACTOR'S APPLICATION FOR PAYMENT (Contractor)

Contractors must submit the following releases along with each Application for Payment and with such releases the Application for Payment will not be considered as proper and complete (failure to provide these releases will cause the Application for Payment to be returned as incomplete and must be resubmitted):

For Progress Payments – Include the following with your Application for Payment:

- A. A notarized interim release (see Exhibit A - Partial Waiver Of Lien, Contractor's Affidavit, And Release Of Claims) executed by the Contractor, releasing the work performed through the last date of work included on the immediately preceding Pay Application, and setting forth any unresolved claims; and
- B. A notarized interim release (see Exhibit B - Partial Waiver Of Lien, Subcontractor's Affidavit, And Release Of Claims) executed by each and every subcontractor, releasing the work performed through the last date of work included on the immediately preceding Pay Application, and setting forth any unresolved claims.

For the Final (Last) Application For Payment – Include the following with your Application for Payment:

- A. A notarized final release (see Exhibit C – Final Waiver Of Lien, Contractor's Affidavit, And Release Of Claims) executed by the Contractor, releasing the work performed from commencement of work through the last date of work, services and of furnishing of materials, equipment and supplies; and
- B. A notarized final release (see Exhibit D – Final Waiver Of Lien, Subcontractor's Affidavit, And Release Of Claims) executed by each and every subcontractor, releasing the work performed from commencement of work through the last date of work, services and of furnishing of materials, equipment and supplies.

### COMPLETING THE APPLICATION FOR PAYMENT FORM

**Contractor's Name and Mailing Address:** Firm's name, and address as it appears in the Notice of Award.

**By:** Person signing document who is responsible for the accuracy of the information and authorized by the firm to sign document. Print name and sign over.

**Title:** Title of person signing.

**Date:** Date of certification.

NOTARY ACKNOWLEDGEMENT (Have completed by Notary)

PAY APPLICATION LINE NUMBER DEFINITIONS:

Line 1. **Contract Award** (the total amount from the Award Notice not including sales tax).

- Line 2. **Change Orders** (the total amount of APPROVED change orders not including sales tax). An approved Change Order is one that has been signed by all parties.
- Line 3. **Contract Value** (sum of lines 1 & 2).
- Line 4A. **Project Grand Total from line 13 column G** (not including the sales tax - but which is subject to the tax rate in 5A). Line 4A is the only one normally needed.
- Line 4B. **Project Grand Total from line 13 column G** (not including the sales tax - but which is subject to the tax rate in 5B). Line 4B would be used only when a tax rate changes during the course of the contract. Normally only 4A is required; if tax rate change has not occurred then only use 4A.
- Line 5A. **Sales Tax applicable to line 4A based upon rate for location of project.** This is the only one normally required if there has been no tax rate change during the course of the project.
- Line 5B. **Sales Tax applicable to line 4B based upon rate for location of project.** Line 5B would be used only when a tax rate changes during the course of the contract. Normally only 5A is required.
- Line 6. **Total including sales tax.** The sum of lines 4A, 4B, 5A and 5B.
- Line 7. **Retainage.** Normally 5% of lines 4A and 4B OR 50% if this retainage rate is stated in contract (may only be applied to contracts with a value less than \$25,000 at the option of the County). 50% of the sum of lines 4A, 4B, 5A and 5B.
- Line 8. **Subtotal.** Line 6 minus line 7.
- Line 9. **Less total of all previous payment requests.** Totals from previous line 10.
- Line 10. **Current payment due.** Line 8 minus line 9.
- Line 11. **Contract subtotal.** Subtotal of items composing the entire work as awarded without tax.
- Line 11A. **Continuation Sheet Subtotal.** Subtotal for balance of items composing the entire work as awarded without tax.
- Line 12. **Change order subtotal.** Subtotal of the APPROVED change orders without tax.
- Line 13. **Project grand total.** Total without tax (line 11 + 12 + 11A).

### 3. ARCHITECT/ENGINEER PAYMENT CERTIFICATION (Architect/Engineer).

If the project has an Architect or Engineer assigned then the Architect or Engineer certifies. Print name and sign over in the By: block, fill in amount certified and enter the date of certification. If there is no Architect or Engineer this section is not completed.

### 4. SCHEDULED VALUES (Contractor)

Column A: Item Number. For referencing purposes use a sequential number beginning with the number 1.

NOTE: Columns B, & C: These columns are to be completed by identifying the major elements in the project (such as electrical, mechanical, mobilization, de-mobilization, HVAC etc.) and their scheduled values. The total of column C will equal the contract award amount without tax. If a project breakdown is required and used it should be by sections of the work and will remain the same throughout the Project. Multiple pages should be used when required. On pay request these values appear in this section by item number, description and scheduled value. Once approved these items and values do not change. Change orders will be used to handle subsequent modifications to the contract.

Column B: Description of the item from the schedule of values.

NOTE: ALL DOLLAR FIGURES SHOWN IN COLUMNS C, D, E, F, G, AND H ARE TO BE FIGURED TO THE PENNY AND DO NOT INCLUDE SALES TAX.

Column C: This column consists of the original contract values.

Column D: Enter the value of completed work covered by previous applications. This is the sum of columns D and E from the previous application. Values from column F from prior payments should not be entered in this column.

Column E: Enter the value of work completed during the period of this application. Include the value of materials incorporated in the project which were listed on the previous Application and Certificate for Payment under column F.

Column F: Enter the value of materials presently stored for which payment is sought. The total of the column must be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Payment by the County for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E.

Column G: Enter the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C (whole number – 0 decimal places).

Column H: Enter the Difference between column C and Column G.

5. CHANGE ORDERS (Contractor) see above for column data only this applies to APPROVED change orders.

**EXHIBIT A - PARTIAL WAIVER OF LIEN, CONTRACTOR'S  
AFFIDAVIT, AND RELEASE OF CLAIMS**

Progress Payment

To: Spokane County (Owner)  
From: \_\_\_\_\_ (Contractor)  
County Project/Contract No.: \_\_\_\_\_ (Project)  
County Project Title: \_\_\_\_\_  
Project Address: \_\_\_\_\_

Application For Payment No.: _____
Progress Payment Amount: \$ _____
Payment Application Date: _____

Total Contract Sum \$ \_\_\_\_\_  
Value of Prior Payments: \$ \_\_\_\_\_

The undersigned Contractor is the contractor for the performance of certain work and/or the furnishing of certain materials or supplies for the above referenced project pursuant to a contract between Contractor and Owner, or an affiliate or subsidiary entity of Owner. Upon Contractor's receipt of payment from Owner for the above referenced Application for Payment in the sum of \$ \_\_\_\_\_ ("Progress Payment") payable to the Contractor, and when this payment has been made on the bank in which it is drawn using any of the forms or methods of payment as set forth in the Contract Documents, this document shall become effective to release *pro tanto* any and all claims, mechanic's liens, or materialmen's liens, equitable liens, stop notices, bond right, claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the Contractor's position that the Contractor has on the Project through \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("Release Date") the last day of work period for which such progress payment has been submitted as an Application for Payment.

This release covers a progress payment for labor, services, equipment, and material furnished to or for the benefit of Owner through the Release Date of this Progress Payment only and does not cover any retentions retained, pending modifications and changes or items furnished after the Release Date. Rights based upon work performed or items furnished under a Construction Change Directive or written change order which has been fully executed by the parties prior to the Release Date are covered by this Release unless specifically reserved by Contractor herein. Provided, however, this release covers all payment for labor, services, equipment, or materials furnished and/or claims to the above referenced Project only and does not cover items furnished after the above referenced Release Date, or the following disputed items: (none, if the following field is left blank)

\_\_\_\_\_  
The undersigned, for the Contractor, certifies under penalty of perjury under the laws of the State of Washington that he or she is authorized to execute and deliver this document on behalf of Contractor, and that notwithstanding anything herein to the contrary the progress payment, attached hereto and incorporated herein by reference, covers all labor, service, equipment and material charges incurred and owed since the last release date.

The undersigned, for the Contractor, further certifies, warrants and represents that with respect to the amounts received to date: (i) all materials delivered to the Project by or for the Contractor are for use therein only; (ii) title to all work, materials and equipment covered by said payment, whether or not incorporated in the improvement on the Project, has passed to the Owner, free and clear of all liens, claims, security or encumbrances; (iii) all taxes applicable to the materials furnished for use in or on the Project and all taxes for the work performed under the Contract have been fully paid; and (iv) all laborers, mechanics, subcontractors, mechanics, materialmen and suppliers have been paid in full (or will be paid in full from this progress payment) for all work, labor, materials, equipment and services provided for or to the Project as of the Release Date.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (city and state).

NOTARY

CONTRACTOR: \_\_\_\_\_

(Company Name)

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

(Signature Authorized Corporate Officer/Partner/Owner)

(Title)

*I certify that I know or have satisfactory evidence that the above \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged as the authorized agent for the Contractor to be the free and voluntary act of Contractor for the uses and purposes mentioned in this instrument.*

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Signature

Notary Public In And For The State Of \_\_\_\_\_

residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

**EXHIBIT B - PARTIAL WAIVER OF LIEN, SUBCONTRACTOR'S  
AFFIDAVIT, AND RELEASE OF CLAIMS**

**NOTICE:**

To: Spokane County (Owner of the Project)  
From: \_\_\_\_\_ (Subcontractor)  
County Project/Contract No.: \_\_\_\_\_ (Project)  
County Project Title: \_\_\_\_\_  
Project Address: \_\_\_\_\_

*THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID.*

The undersigned Subcontractor is a subcontractor for the performance of certain work and/or the furnishing of certain materials or supplies for the above referenced project pursuant to a contract between the prime Contractor \_\_\_\_\_ and the above referenced Subcontractor. The undersigned Subcontractor does hereby acknowledge that the undersigned Subcontractor has been paid and has received a progress payment in the sum of \$ \_\_\_\_\_ ("Progress Payment") from the prime Contractor on the above referenced Project for labor, services, equipment, or materials furnished to the Project and does hereby release *pro tanto* any and all claims, mechanic's liens, or materialmen's liens, equitable liens, stop notice, or bond rights, claims for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for any firms or persons in the subcontractor's position that the Subcontractor has on the above referenced Project through \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("Release Date") the last day of work period for which such progress payment check was received.

This release covers a progress payment for labor, services, equipment, and material furnished to or for the benefit of the Project through Application for Payment (the "Release Date") only and does not cover any retentions retained, pending modifications and changes or items furnished after the Release Date. Rights based upon work performed or items furnished under a Construction Change Directive or written change order which has been fully executed by the parties prior to the Release Date are covered by this Release unless specifically reserved by the Subcontractor herein. Provided, however, this release covers all payment for labor, services, equipment, or materials furnished and/or claims to the above referenced Project only and does not cover items furnished after the above referenced Release Date, or the following disputed items: (none, if the following field is left blank) \_\_\_\_\_

The undersigned for the Subcontractor, certifies under penalty of perjury under the laws of the State of Washington that he or she is authorized to execute and deliver this document on behalf of Subcontractor, and that notwithstanding anything herein to the contrary the progress payment referenced herein covers all labor, service, equipment and material charges incurred and owed since the last release date.

The undersigned, for the Subcontractor, further certifies, warrants and represents that with respect to the amounts received to date: (i) title to all work, materials and equipment covered by said progress payment, whether or not incorporated in the improvement on the Project, has passed to the Owner of the Project, free and clear of all liens, claims, security or encumbrances; (ii) all taxes applicable to the materials furnished for use in or on the Project and all taxes for the work performed under the Contract have been fully paid; and (iii) all laborers, mechanics, subcontractors, mechanics, materialmen and suppliers have been paid in full (or will be paid in full from this progress payment) for all work, labor, materials, equipment and services provided for or to the Project as of the Release Date.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (city and state).

NOTARY

SUBCONTRACTOR: \_\_\_\_\_  
(Company Name)

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
(Signature Authorized Corporate Officer/Partner/Owner)  
\_\_\_\_\_  
(Title)

*I certify that I know or have satisfactory evidence that the above \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged as the authorized agent for the Contractor to be the free and voluntary act of Contractor for the uses and purposes mentioned in this instrument.*

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Signature  
Notary Public In And For The State Of \_\_\_\_\_

residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

**EXHIBIT C - FINAL WAIVER OF LIEN, CONTRACTOR'S  
AFFIDAVIT, AND RELEASE OF CLAIMS**

Final Application For Payment

To: Spokane County (Owner)  
From: \_\_\_\_\_ (Contractor)  
County Project/Contract No.: \_\_\_\_\_ (Project)  
County Project Title: \_\_\_\_\_  
Project Address: \_\_\_\_\_

Application For Payment No.: _____
Progress Payment Amount: \$ _____
Application For Payment Date: _____

Total Contract Sum \$ \_\_\_\_\_  
Value of Prior Payments: \$ \_\_\_\_\_

The undersigned Contractor is the contractor for the performance of certain work and/or the furnishing of certain materials or supplies for the above referenced project pursuant to a contract between Contractor and Owner, or an affiliate or subsidiary entity of Owner. Upon Contractor's receipt of payment from Owner for the above referenced Final Application for Payment in the sum of \$ \_\_\_\_\_ ("Final Payment" less applicable retainage) payable to the Contractor, and when this payment has been made on the bank in which it is drawn using any of the forms or methods of payment as set forth in the Contract Documents: (i) this document shall become effective to release *pro tanto* any and all claims, mechanic's liens, or materialmen's liens, equitable liens, stop notices, bond right, claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the Contractor's position that the Contractor has on the Project whatsoever, and (ii) Contractor unconditionally waives and releases any and all liens, claims, and rights to lien for any and all work, labor and materials performed and furnished in or about the Project.

This Final Waiver Of Lien, Contractor's Affidavit, And Release Of Claims (Final Release) covers all labor, services, equipment, and material furnished to, or for, the benefit of Owner inclusive of any and all pending modifications, Owner or Architect required corrections of the Work, Construction Change Directives and changes or items furnished after the signed date of this Final Release.

The undersigned, for the Contractor, certifies under penalty of perjury under the laws of the State of Washington that he or she is authorized to execute and deliver this document on behalf of Contractor, and that notwithstanding anything herein to the contrary the Final Payment, attached hereto and incorporated herein by reference, covers all labor, service, equipment and material charges incurred and owed for the work, labor, materials, equipment and services provided for or to the Project.

The undersigned, for the Contractor, further certifies, warrants and represents that: (i) title to all work, materials and equipment has been delivered to and has passed to the Owner, free and clear of all liens, claims, security or encumbrances; (ii) all taxes applicable to the materials furnished for use in or on the Project and all taxes for the work performed under the Contract have been fully paid; and (iii) all laborers, mechanics, subcontractors, materialmen and suppliers have been paid in full (or will be paid in full from this Final Payment) for all work, materials, equipment and services provided for or to the Project whatsoever.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (city and state).

NOTARY

CONTRACTOR: \_\_\_\_\_

(Company Name)

STATE OF \_\_\_\_\_ )

) ss.:

COUNTY OF \_\_\_\_\_ )

(Signature Authorized Corporate Officer/Partner/Owner)

(Title)

*I certify that I know or have satisfactory evidence that the above \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged as the authorized agent for the Contractor to be the free and voluntary act of Contractor for the uses and purposes mentioned in this instrument.*

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Signature

Notary Public In And For The State Of \_\_\_\_\_

residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

**EXHIBIT D - FINAL WAIVER OF LIEN, SUBCONTRACTOR'S  
AFFIDAVIT, AND RELEASE OF CLAIMS**

**NOTICE:**

To: Spokane County (Owner of the Project)  
From: \_\_\_\_\_ (Subcontractor)  
County Project/Contract No.: \_\_\_\_\_ (Project)  
County Project Title: \_\_\_\_\_  
Project Address: \_\_\_\_\_

*THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID.*

The undersigned Subcontractor is a subcontractor for the performance of certain work and/or the furnishing of certain materials or supplies for the above referenced project pursuant to a contract between the prime Contractor \_\_\_\_\_ and the above referenced Subcontractor. The undersigned Subcontractor does hereby acknowledge that the undersigned Subcontractor has been paid and has received a full and final payments in the total sum of \$ \_\_\_\_\_ ("Final Payment" less applicable retainage) from the prime Contractor on the above referenced Project for labor, services, equipment, or materials furnished to the Project and Subcontractor does hereby: (i) release *pro tanto* any and all claims, mechanic's liens, or materialmen's liens, equitable liens, stop notice, or bond rights, claims for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for any firms or persons in the subcontractor's position that the Subcontractor has on the above referenced Project whatsoever, and (ii) unconditionally waives and releases any and all liens, claims, and rights to lien for any and all work, labor and materials performed and furnished in or about the Project.

This Final Waiver Of Lien, Subcontractor's Affidavit, And Release Of Claims (Final Release) covers all labor, services, equipment, and material furnished to, or for, the benefit of Owner inclusive of any and all pending modifications, Owner or Architect required corrections of the Work, Construction Change Directives and changes or items furnished after the signed date of this Final Release.

The undersigned, for the Subcontractor, certifies under penalty of perjury under the laws of the State of Washington that he or she is authorized to execute and deliver this document on behalf of Subcontractor, and that notwithstanding anything herein to the contrary the final payment referenced herein covers all labor, service, equipment and material charges incurred and owed for the work, labor, materials, equipment and services provided for or to the Project.

The undersigned, for the Subcontractor, further certifies, warrants and represents that: (i) title to all work, materials and equipment has been delivered to and has passed to the Owner of the Project, free and clear of all liens, claims, security or encumbrances; (ii) all taxes applicable to the materials furnished for use in or on the Project and all taxes for the work performed under the Project have been fully paid; and (iii) all laborers, mechanics, subcontractors, mechanics, materialmen and suppliers have been paid in full (or will be paid in full from the Final Payment) for all work, labor, materials, equipment and services provided for or to the Project whatsoever.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (city and state).

NOTARY

SUBCONTRACTOR: \_\_\_\_\_  
(Company Name)

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
(Signature Authorized Corporate Officer/Partner/Owner)

\_\_\_\_\_  
(Title)

*I certify that I know or have satisfactory evidence that the above \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged as the authorized agent for the Contractor to be the free and voluntary act of Contractor for the uses and purposes mentioned in this instrument.*

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Signature

Notary Public In And For The State Of \_\_\_\_\_

residing at \_\_\_\_\_

My commission expires \_\_\_\_\_