

# COUNTY OF SPOKANE

## WASHINGTON

Department Of Purchasing

BÉLA G. KOVÁCS  
DIRECTOR

Phone (509) 477-2301  
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PROJECT MANUAL  
INVITATION TO BID PROJECT NUMBER P9473

**Dartford Pump Station Main Switch Gear Replacement and Pump Motor Controller Upgrade**

Submittals from minority, women and disadvantaged business enterprises are encouraged

CLOSING DATE & TIME
September 2, 2015
Wednesday, 11:00 A.M. Local

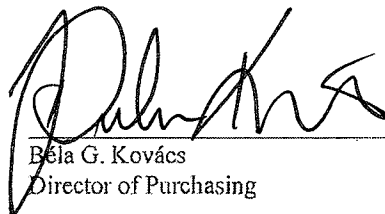
Prepared for the Spokane County Department

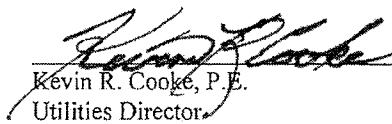
Prepared By:

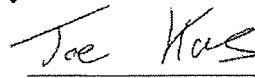
Joe Korus, P.E.  
Coffinan Engineers

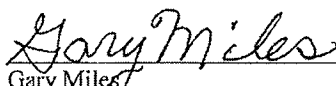
And

Gary Miles, Buyer 3  
Spokane County Purchasing Department

  
 Béla G. Kovács  
 Director of Purchasing  
 8-10-2015  
 Date

  
 Kevin R. Cooke, P.E.  
 Utilities Director  
 8-10-15  
 Date

  
 Joe Korus, P.E.  
 Coffinan Engineers  
 8-10-2015  
 Date

  
 Gary Miles  
 Buyer 3  
 8-10-2015  
 Date

## SPECIAL NOTES FOR ATTENTION

**If your firm elects to not submit a bid in response to this invitation please complete the “No Bid Statement” form and return to the County.**

BID DEPOSIT SURETY BOND FORM: In spite of cautionary notes in several places in the bid document we continue to receive bid deposit surety bonds whose forms contain language that may not meet the requirements of the specifications. The statutes will not allow the county to consider a bid that has a deficient or defective bid deposit surety bond. We urge bidders to use the bid deposit surety bond form contained in the bid documents.

The above is just one important item contained in the bid documents. Bid responses are extremely important to the county and a great deal of work for the bidders to prepare. In order to minimize the possibility of submitting a non-responsive bid please take the time to read and understand the *entire* bid document.



**Invitation To Bid Number:  
P9473  
Dartford Pump Station  
Main Switch Gear  
Replacement and Pump  
Motor Controller Upgrade**

**NO BID STATEMENT**

Attention Gary Miles, Buyer 3

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 submittal deadline 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"/> We do not provide the required goods or services | <input type="checkbox"/> Cannot meet delivery requirements       |
| <input type="checkbox"/> The project/order is too small                   | <input type="checkbox"/> Insufficient time to prepare submittal  |
| <input type="checkbox"/> The project/order is too large                   | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> Cannot handle due to present work load           | <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	
	(Empty field)	

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SECTION 0 - INVITATION TO BID

PROJECT NUMBER: P9473

PROJECT NAME: Dartford Pump Station Main Switch Gear Replacement and Pump Motor Controller Upgrade

ISSUED BY: Béla G. Kovács, C.P.M., CPPO, Purchasing Director

PREPARED BY: Gary Miles, Buyer 3

FOR: Utilities

ENGINEER'S ESTIMATE: \$370,000.00 including tax.

ATTENTION: Invitation To Bid - Public Works Project

NATURE OF THE PROJECT: This Public Works project consists of the construction of Dartford Pump Station Main Switch Gear Replacement and Pump Motor Controller Upgrade, and other related miscellaneous items. The project will be constructed under a single prime contract.

A PRE-BID CONFERENCE will be held for interested bidders on at 9:00 AM, Tuesday, August 18, 2015, in the Spokane County Public Works Building, Conference Room 2B, 1026 W. Broadway, Ave., Spokane, Washington. This conference is not mandatory but prime contractors planning to submit bids are strongly urged to be represented. Following the pre-bid contractor's will be afforded an opportunity to conduct a site visit.

BIDS will be received by Spokane County until the listed closing date and time.

A PUBLIC BID OPENING will be held at 11:00 A.M. local time on Wednesday, September 2, 2015 in Conference Room 2B, Spokane County Public Works Building, Second Floor, 1026 West Broadway Avenue, Spokane, Washington. Promptly at 11:00 A.M., the Clerk will make the last call for bids. After the last call for bids, bids will be opened and read aloud. Bids delivered after the last call for bids may be rejected as non-responsive.

EARLY DELIVERY OF BIDS: The Spokane County Spokane County Purchasing Department, 1101 W. College Ave., Ste 241B, Spokane, WA 99201 will receive bids until 10:45 A.M. local of the appointed day. After 10:45 A.M. bids must be delivered to the Clerk of the Board, at the bid opening, when the last call for bids is made.

DELIVERY OF BIDS: Deliver bids to the Clerk of the Board at the time and place for public bid opening when the Clerk of the Board announces the last call for bids.

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 mark with "P9473", bid opening date of "September 2, 2015" or as amended, and name of the bid "Dartford Pump Station Main Switch Gear Replacement and Pump Motor Controller Upgrade".

PUBLIC WORKS REQUIREMENTS: The scope of work for this project constitutes a public work under state law. Bidders are cautioned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, payment/performance bonds, reporting requirements for the use of sub-contractors, and sales tax implications in making their bids.

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 DEPOSIT REQUIRED.** No bid 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, cashiers check, or certified check in an amount equal to five percent (5%) of the amount of the bid proposed including sales tax. The conditions of the obligation are that if the County of Spokane shall make timely award to the successful bidder (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) 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 Principal's liability exceed five percent (5%) of the total amount of the bid proposed.

**Cash Bid Deposit.** If the bid deposit is in "cash" the bid deposit will be in the form of US currency (cash), postal money order, cashiers check, or certified check. Money orders or checks should be made payable to the Spokane County Treasurer. Cash bid deposits of all unsuccessful bidders shall be returned after the contract is awarded and the required contractor's bond and proof of insurance, given by the successful bidder, is accepted by the Board of County Commissioners.

**Surety Bond Bid Deposit.** If the bid deposit is in the form of a surety bond it must be of a corporate surety licensed to do business in the State of Washington accompanied by a completed Bid Deposit Surety Bond Form (see Appendix).

**WARNING: If the bidder is to submit a bid deposit in the form of a Surety Bond, the County strongly recommends the use of the County Bid Deposit Surety Form contained in the Appendix. If the County Bid Deposit Surety Bond Form is not used, the bidder is warned to take special care in assuring that the form used does not materially alter, qualify or conflict with the terms and conditions set forth in the County Bid Deposit Surety Bond Form, and RCW 36.32.250. The failure to furnish a bid bond in compliance with the County Bid Deposit Surety Form, and RCW 36.32.250, shall make the bid non-responsive and shall cause the bid to be rejected by the County.**

**FUNDS:** All money or dollar amounts referred to in the bid documents will be understood to mean US funds unless otherwise stated.

COPIES of the project manual and plans can be obtained at the following Spokane County Website:

<http://www.spokanecounty.org/purchasing/content.aspx?c=2001>

SUBMITTALS must be made on the bid response sheets contained in the project manual.

A COPY of the bid is on file with the Clerk of the Board in the County Commissioners Office.

FOR technical information contact Joe Korus, P.E., Coffman Engineers, phone (509) 328-2994 or Eugene A. Repp, P.E., Utilities at (509) 477-7488 or for administrative information contact Gary Miles, Buyer 3, in the Spokane County Purchasing Department at (509) 477-3693. Reference project number P9473.

## SECTION 1 - INFORMATION FOR BIDDERS

**1.01 CONTRACTOR REGISTRATION:** Contractors bidding this project must be registered in the State of Washington in accordance with Chapter 18.27 of the Revised Code of Washington. Bidders must be qualified by experience, and financing to do the work called for in the plans and specifications. Spokane County (Owner) reserves the right to take whatever action it deems necessary, in ascertaining the ability of the bidder to perform the work satisfactorily.

Bidders must show their State of Washington Contractor's license number on their bid form. In addition, bidders must verify that subcontractors and/or specialty contractors submitting sub-bids are also licensed in the State of Washington, as required by RCW 39.06.

**1.02 EXAMINATION OF DOCUMENTS:** Each Bidder shall thoroughly examine and be familiar with the Contract Documents. Submission of a Bid shall constitute an acknowledgment upon which the Owner may rely that the Bidder has thoroughly examined and is familiar with each of the Contract Documents. The failure or neglect of a Bidder to receive or examine any Contract Document or any part thereof shall in no way relieve it from the obligations with respect to its Bid or to the Contract. No claim for additional compensation shall be allowed which is based upon a lack of knowledge of any Contract Document.

**1.03 EXAMINATION OF THE SITE(S):** Each bidder shall thoroughly examine and be familiar with the project site(s), its improvements, available utilities and the material. Submission of a bid shall constitute an acknowledgment upon which the Owner may rely that the Bidder has thoroughly examined and is familiar with the site(s), its improvements and the Contract Documents. The failure or neglect of a bidder to fully familiarize itself with the site(s) shall in no way relieve it from any obligations with respect to its bid or the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of the site(s) and its improvements.

**1.04 BIDDER RESPONSIBILITY:** No bid for a public work may be tendered or considered or contract executed for a public work with any bidder (person or entity) that has a determination of violation of prevailing wage law by the Washington State Departments of Employment Security, Labor And Industries or Revenue respectively dated within two years from the date that a violation is finally determined and the date of this bid opening.

Upon County request, the apparent low bidder shall, after 10 days notification, provide evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work. Bidders must be qualified by experience, and financing to do the work called for in the plans and specifications. The Owner reserves the right to take whatever action it deems necessary and reasonable, to ascertain the ability of the bidder to perform the work satisfactorily.

**1.05 SUBCONTRACTORS:** Refer to special conditions section for requirements.

**1.06 CONTRACTOR'S BOND:** The Contractor will be required to pay for and file a Performance Bond and Payment Bond to the **STATE OF WASHINGTON AND SPOKANE COUNTY** (dual obligees) which will always be, at a minimum, equal to one hundred percent (100%) of the contract price including sales tax and all additions, deletions or extensions in time. Any additions, deletions or extensions in time shall not relieve a surety of its liability in any manner whatsoever. The bond is to insure faithful and complete performance of the contract and payment of all taxes and obligations to laborers and materialmen arising from the project. The bond shall be executed by a Surety Company acceptable to the Spokane County Board of County Commissioners. The Performance Bond and Payment Bond shall remain in effect for one (1) year following the formal acceptance of the work.

When a contractor's bond is furnished retainage equal to five percent (5%) of a payment request amount (excluding sales tax) will be deducted and held as retainage. The retainage period is forty five (45) days following final formal acceptance of the work as 100% completed by resolution of the Board of County Commissioners, or until receipt of all required releases from the state's departments of Revenue, Employment Security and Labor and Industries plus settlement of any liens or claims filed pursuant to chapter 60.28 RCW, whichever is later. Bidders are cautioned that actual payment of

retainage historically has taken as much as 55 to 90 days from the contractor's notification to the county that the work is 100% completed.

**1.07 ADDENDA TO THE INVITATION TO BID:** Any prospective bidder desiring an explanation or interpretation of the bid documents, must request the explanation or interpretation in writing soon enough to allow a written reply to reach all prospective bidders before the submission of their bids. All official clarifications or interpretations of the bid documents will be by written addenda issued by the office of Purchasing, Spokane County. Clarifications given during the bidding process by Spokane County to bidder's questions will be considered informal and unofficial. The county shall not be held responsible for oral interpretations. Should any discrepancies or omissions be found in the bid specifications, or doubt as to their meaning, the bidder shall at once notify the Director of Purchasing in writing. The Director of Purchasing will issue written instructions or addenda as required to all interested parties. All addenda issued shall be incorporated into the contract.

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.

**1.08 PREPARATION OF BID:** The Bidder shall submit their bid properly executed on the forms furnished. Only amounts and information asked for on the bid forms will be considered as the bid. Each bidder shall bid upon the work exactly as specified and as provided in the bid form. The bid prices shall include all items of labor, material, equipment, tools, overhead and compensation, supplies, taxes (except Washington State Sales Tax), utilities and other incidentals necessary to complete all of the work.

The bid shall be typed or filled out in ink. Numerical bid prices can be typed or printed in clean legible figures. When required in the bid, the alternate bid and unit bid prices shall be in both words and figures. If such be the case, then the 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 copartnership, the bid shall be signed by an authorized member of the copartnership. When the bidder is a joint venture, the bid 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.

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.

**1.09 SUBMISSION:** Submit only the Bid Response Document. 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.

**1.10 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 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 "P9473", bid opening date of "September 2, 2015" (or date as



amended by addendum), and name of the bid “Dartford Pump Station Main Switch Gear Replacement and Pump Motor Controller Upgrade”.

**1.11 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.

**1.12 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.

**1.13 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 Owner'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.

**1.14 ORAL PRESENTATIONS:** Bidders selected for final evaluation 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 these presentations.

**1.15 CONTENTS OF BID 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.

**1.16 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.

**1.17 WITHDRAWAL OF BID:** Each bid shall constitute an offer to the Owner 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 Owner at the place such bids 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 Owner, for a period exceeding sixty (60) days after the last call for bids except at the Owner's option.

**1.18 POSTPONEMENT OF OPENING:** The owner reserves the right to postpone the date and time last announced for receiving bids and such postponement may be made at any time prior to the last call for bids. The Owner 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 bids.

1.19 DELIVERY OF BID: 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 its 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.

1.20 OPENING BIDS: At the time and place last announced for receiving bids and after the last call for bids, each bid, which has been received, except those, which have been properly withdrawn, will be opened.

1.21 EVALUATION OF BIDS: In evaluating the bids, special attention will be paid to the bidder's responsibility factors when considering awarding the contract. The Owner reserves the right to waive minor irregularities or informalities in any or all bids. 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.

1.22 REJECTION OF BIDS: The Owner reserves the right to reject any or all bids for good cause. Without limiting the generality of the foregoing, the owner may reject any Bid which is incomplete, not responsive, obscure or irregular, any Bid which omits a bid on any items for which bids are required, any Bid which omits unit prices if unit prices are required, any Bid in which unit prices are unbalanced in the opinion of the owner and any Bid from a Bidder which has previously failed to perform satisfactorily or to complete on time construction or delivery of any nature.

Bidders are herewith notified that all bids or bids are likely to be rejected if the lowest responsive bid received exceeds the projects estimate by an unreasonable amount or the budget by any amount. If all bids are rejected for either of these reasons, the project may be deferred and bid again when more competitive conditions exist.

Any item(s) not conforming to Bidder's 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.

If the bidder whose Bid is accepted fails, neglects or refuses to furnish an executed copy of the contract, Performance and Payment Bond and Insurance Certificate or Insurance Policies within 10 calendar days as herein provided, such Bidder shall not be the lowest responsive Bidder and its Bid shall be rejected and declare the Bidder's Bid Bond forfeited. The Owner may then select the lowest responsive Bidder and deliver a Notice of Award to such lowest responsive Bidder.

Within sixty (60) days after the last call for bids, the owner may act either to accept a Bid or to reject all bids. Failure of the owner to accept a Bid within the said time, or such additional time, as the apparent lowest responsive bidder shall agree to extend its Bid, shall constitute rejection of all bids.

1.23 ACCEPTANCE OF BID: 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 owner 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 owner. No bid shall be binding upon the owner until a contract has been properly executed by the Contractor and Owner.

**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.**

1.24 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 P9473 ". The certificate holder will be Spokane County C/O Spokane County Purchasing Department, 1101 W. College Ave., Ste 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.

**Note:** If a bid item or an additive/deductive alternate is awarded and then subsequently change ordered out of the project, and no work has been commenced on the bid item work, then the amount of the change order will be the amount as bid. If work has been performed on the bid item work then the bid amount will be prorated for work actually completed.

1.25 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.

**Note:** If a bid item or an additive/deductive alternate is awarded and then subsequently change ordered out of the project, and no work has been commenced on the bid item work, then the amount of the change order will be the amount as bid. If work has been performed on the bid item work then the bid amount will be prorated for work actually completed.

1.26 TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Time for completion is stipulated in the bid response documents. Bidder shall also agree to liquidated damages stipulations as indicated in Appendix.

1.27 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 as part of this contract.

Information regarding the prevailing wage schedules 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.

1.28 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., Ste 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.

## 1.29 CONTRACT ADMINISTRATION / CONTRACT FACILITATION

A. "Owner's Project Administrator" The Owner's Project Administrator(s) are authorized representatives of the City and County. In addition to any other communications from the County that Contractor may rely on, the Contractor may rely on communications from the Owner's Project Administrator. The County will use its best efforts to inform the Contractor at all times of the identities of the Owner's Project Administrator, Project Manager, and the Contract Facilitator for given projects.

1. The "Owner's Project Administrator" shall be Kevin R. Cooke, P.E. Utilities Director (or their designee – Eugene A. Repp, P.E.) for whom the work and services are being furnished. The Owner's Project Administrator shall be the "Project Owner" and "Authorized Owner Representative" for the work and services. Eugene A. Repp, P.E., shall be the Owner's Authorized Representative for the purposes of Contract Administration of this Contract.

2. The Owner's Project Administrator's responsibilities shall include, but are not be limited to, the following:

a). The Owner's Project Administrator shall serve as the primary point of contact within the County in the day-to-day interaction with the Contractor for the work or services to be performed working through all aspects of project management of the project; The performance of all the duties and responsibilities as set forth under this Agreement unless otherwise specifically assigned to another herein.

b) The monitoring and review of all aspects of Contractor performance in the work, services, materials and the deliverables under this Agreement and their acceptability to the County, including but not limited to, the following:

1. Monitoring, as appropriate, the arrival and departure of the Contractor and/or Subcontractor, and their respective employees, at the designated work area(s) in order to effect appropriate cost controls; and

2. Monitoring, and ensuring that the Contractor and/or Subcontractor have, and maintains, the necessary and proper controls over the system, and their respective employees and personnel;

3. Monitoring the work progresses in accordance with Contract terms, conditions, specifications and schedule.

c) Making final review of all payments as the disbursing officer pursuant to RCW 39.04.901; RCW 60.28, and including the certification and authentication responsibilities under RCW 42.24.080 in connection with payments made under this Agreement. This includes ensuring that all invoiced items are in accordance with those as are allowed under the Contract(s), and subcontracts, and which the Contractor claims to have been furnished in the course of the work and services;

d) Making preliminary project acceptance and recommendation to the County that the work and services be accepted by the County as being furnished and complete;

e) Working out Contractor performance schedules;

1. Promoting the timely completion of the work and services by the Contractor;

2. Coordinating schedules with Contractor to minimize overtime and holiday work hours while maintaining the normal operating hours of the County office/work space(s) to the greatest extent as is practicable;

3. Coordinating the Contractor with Spokane County Campus Security and Risk Management in the completion of any and all necessary security clearances and background checks and/or in the issuance of any necessary vendor security ID badges, subject to County Campus Security policies and procedures.

f) Causing or initiating changes or modifications to the work or to this Agreement to be coordinated through the Contract Facilitator and as are, or may be, subject to approval by the Board of County Commissioners; and

g) In instances where a "project manager" has not been assigned, the duties and responsibilities of the Owner's Project Administrator shall also include those as set forth for the Project Manager. The Owner's Project Administrator, together with the mutual agreement of the County Facilities Director, may delegate the duties and responsibilities of Project Manager to the Facilities Department to perform.

B. "Contract Facilitator" – shall be Gary Miles, Buyer 3, in the Spokane County Purchasing Department as assigned by the Purchasing Director. The Contract Facilitator is an authorized representative of the County. In addition to any other communications from the County that Contractor may from time to time be entitled to rely on, the Contractor may rely on any communications from the Owner's Project Administrator(s), or assigned Project Manager(s); or on the communications issued by the Contract Facilitator. The Contract Facilitator's responsibilities include the following, each of which are subject to the initiation, final review and approval made by the Owner's Project Administrator, and where applicable, approval by the Board of County Commissioners:

1. The receipt, reviewing and processing of changes and modifications to this Agreement;

2. Executing contract term renewals;

3. Adding additional users to the Agreement as may be requested by the Contract Administrator;

4. The processing of any other form of action that could change the Agreement.

C. "Project Manager" (also referred to as "Owner's Project Manager") – means 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 Project Manager. For Off-Campus Locations, the Project Manager's duties and responsibilities shall be performed by the Owner's Project Administrator unless the Owner's Project Administrator, together with the prior mutual written agreement of the County Facilities Director, have delegated the duties and responsibilities of Project Manager to the Facilities Department. In instances where a project manager has not been identified, the duties and responsibilities of project manager shall be performed by the Owner's Project Administrator (or the designee in their department). The project manager is an authorized

representative of the County. In addition to any other communications from the County that Contractor may rely on, the Contractor may rely on communications from the project manager(s).

SECTION 2 - GENERAL CONDITIONS

REFER TO APPENDIX C

## SECTION 3 - SPECIAL CONDITIONS

3.01 SPECIFICATIONS CONTAINED IN BIDDERS RESPONSE: Any units not conforming to bidders exact specifications, when accepted by the Owner, 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. The County reserves the right to waive or take exceptions to these specifications if it be to Spokane County's greatest advantage or best interest.

3.02 INTENT OF THE SPECIFICATIONS: The specifications are intended to be precise where a specific service, make, model, or trade name is requested. Whenever a make, model or trade name is used, it shall be that or an approved substitute. The equal or the approved substitute means that the make, model or trade name will be given consideration if they fulfill the same performance requirements. The County reserves the right to make the decision on acceptability.

3.03 EQUIPMENT/MATERIAL: The County reserves the right to waive or take exception to these specifications if it be to the greatest advantage or best interest of Spokane County.

3.04 DEFINITIONS: Whenever the term "owner", "purchaser" or "county" appears in this document it shall be understood to mean Spokane County, a Political Subdivision of the State of Washington. The term "contractor", "seller" or "vendor" refers to the second party of the contract and the term "Architect" means Spokane County, Washington when no architect is employed for the project.

3.05 PROVISIONS: The Contractor in the performance of the agreement will comply with all applicable Federal, State, and local laws, ordinances and regulations, including O.S.H.A. and W.I.S.H.A. and those pertaining to civil rights. All laws of the State of Washington relating to contracts for public works shall be a part of this contract with the same effect as if each were fully set forth herein. Specific reference, without limitation, is made to:

R.C.W. 36.32 relating to County Commissioners

R.C.W. 39.04 relating to Public Works

R.C.W. 39.06 relating to registration, licensing, of contractors.

R.C.W. 39.08 relating to Contractor's Bond.

R.C.W. 39.12 relating to prevailing rate of wage.

R.C.W. 39.16 relating to resident employee.

R.C.W. 49.28 relating to hours of labor.

R.C.W. 50.24 relating to unemployment contributions by employers.

R.C.W. 51.16 relating to Workmen's Compensation Premium.

R.C.W. 60.28 relating to retained percentage for benefits of laborers, materials, men and the State of Washington.

3.06 PREVAILING WAGES: The prevailing rate of wages to be paid to all workmen, laborers, or mechanics employed in the performance of this contract shall be in accordance with the provisions of chapter 39.12 RCW, as amended. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wages for the locality or localities where this contract will be performed as determined by the industrial statistician of the Department of Labor and Industries, are incorporated by reference as a part of the Contract. Inasmuch as the Contractor will be held solely responsible for determining the correct labor classification(s) and paying the correct and proper prevailing wages and benefits, it is imperative that the Contractor familiarize itself with the current wage and benefit rates before submitting bids based on these specifications. Information regarding the prevailing wage schedules is in the Appendix. The Contractor is responsible for all fees resulting from these RCW'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 should obtain a current schedule



from the Washington State Department of Labor and Industries if there is any question. In the preparation of its bid, based on these specifications, 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).

**3.07 NON-DISCRIMINATION:** During the performance of this contract, the Contractor and its subcontractors shall not discriminate on the basis of race, religion, color, age, sex, sexual orientation, national origin or the presence of any sensory, mental or physical handicaps in employment or application for employment or in the administration or delivery of services or any other benefits under the contract except to the extent permitted by bona fide occupation qualifications.

**3.08 TRENCH EXCAVATION:** Trench excavations that exceed a depth of four (4) feet require adequate safety systems for the trench excavation that meet the requirements of the Washington industrial safety and health act, chapter 49.17 RCW.

**3.09 SAFETY:** The successful bidder shall comply with all applicable laws, ordinances, rules and regulations of any public authority for the safety of persons and property, including all applicable Washington Administrative Codes.

**3.10 PERMITS AND FEES:** The contractor shall furnish all permits, inspection fees, and fees required in the performance of this contract, including those charged under RCW 39.12, as amended, by the Department of Labor and Industries for the approval of statements of intent to pay prevailing wages and the certification of affidavits of wages paid, etc. The department may also charge fees to persons or organizations requesting the arbitration of disputes under RCW 39.12 as amended. The Contractor is responsible for all fees resulting from these RCW's.

**3.11 RELATIONSHIP OF THE PARTIES:** It is intended that an independent 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 of 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, subcontractor, 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.

**3.12 SUBMISSION OF POST BID INFORMATION:** If the Bid Form provides for quotation of a lump sum bid or bids for all or parts of the construction, the Bidder whose bid is accepted shall furnish to the Owner within 7 days after delivery of Notice to Award a detailed Lump Sum Bid breakdown in the form and to the extent required by the Owner, together with a designation of the work to be performed by his own forces. This breakdown should be arranged in a format matching the Specifications as closely as possible so that the breakdown can also be used in a progress payment schedule guide. The cost breakdown must be subdivided in the same manner, as the project manual index is subdivided and must include additional cost subdivisions for mechanical and electrical subcontractors. The total of the items in each such breakdown shall equal the lump sum bid.

Bidder whose bid is accepted shall furnish to the Owner within 7 days after delivery of Notice of Award a list of all names of other persons or organizations (including those who are to furnish materials and equipment fabricated to a special design) proposed for all portions of work. Arrange this statement into a format matching the specifications arrangement as closely as possible. Bidder will be required to establish to satisfaction of Architect and Owner the reliability and responsibility of proposed subcontractors to furnish and perform the work described in the sections of the Project Manual pertaining to such proposed subcontractors' respective trades. Prior to award of contract, Architect will notify bidder in writing if either Owner or Architect, after due investigation, has receipt of such notice of objection, Contractor will replace such person or organization with a new subcontractor, as approved by Architect and Owner. Subcontractors and other persons and organizations proposed and accepted and shall not be changed except with written

approval of Owner and Architect.

**3.13 PROJECT NUMBER:** The project number will become the contract number when an agreement is entered into subsequent to award. This number will be referenced in all written material associated with the project/contract.

**3.14 ASSIGNMENT:** The Contractor may not, without the prior written approval of Spokane County, assign, sublet or transfer in whole or in part its interest in this project.

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

**3.16 INSURANCE:** The successful bidder shall pay for and provide insurance with coverage's that meet all terms and conditions of the contract bid and/or award. The insurance requirements are found in the Appendix.

**3.17 INDUSTRIAL INSURANCE COVERAGE:** Prior to performing work under this contract, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this contract. Should the Contractor fail to secure industrial insurance coverage or fail to pay premiums, as may be required under Title 51 RCW, Spokane County may deduct the amount of premiums and any penalties owing from any amounts payable to the Contractor under this or any other County contract in effect and transmit the same to the Department of Labor and Industries, Division of Industrial Insurance. This provision does not waive any right under RCW 51.12.050 to collect from the Contractor amounts paid by Spokane County.

Spokane County will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this contractor, or any Subcontractor or employee of the contractor, which might arise under the industrial insurance laws during performance of duties and service(s) under this contract. If the Washington State Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify Spokane County and guarantee payment of such amounts. Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

**3.18 PARTS AND SERVICE MANUALS:** Successful bidder shall furnish a complete parts list, service manual and other information available for the maintenance and efficient functioning of units where and when appropriate as determined by the Owner.

**3.19 GENERAL SITE AREA:** All material or equipment removed shall remain the property of Spokane County, and shall be moved to storage area or disposed of as directed by authorized County Personnel. Contractor shall be responsible for cleanup of job site and removal of all rubbish.

**3.20 ESTIMATED QUANTITIES:** When quantities are estimated they are not to be construed as firm or guaranteed. When quantities are shown in the bid form as estimates they are stated only for bid comparison purposes. The County does not warrant expressly or by implication that the actual quantities of work will correspond with those estimates. Payment will be made on the basis of the actual quantities of each item of work completed in accordance with the contract requirements.

**3.21 SECURITY CLEARANCE AND KEY CONTROL REQUIREMENTS:** Background checks may be required for all employees who will perform work under this contract. Contractors will submit a list of employees' names, birth dates and Social Security numbers to a firm who will conduct background checks, at a cost to be paid for by the Contractor. A

report will then be provided by the firm conducting the background checks directly to the Spokane County Sheriff's Court Security Officer who will review the reports for clearance.

A. Work Performed After Normal Business Hours. This applies to contractors that will be performing work on or in County Buildings after normal County business hours.

B. Work Performed In High Security Work Areas: The Spokane County Jail, Juvenile Detention Center, Geiger Corrections Center, Public Safety Building and Spokane County Courthouse are considered high security areas with limited access.

1. These facilities will remain in full operation during the periods when work is being performed within them. The County will make all reasonable effort to accommodate and facilitate the contractor's work. The contractor will be responsible for coordination of work with the County.

2. The contractor shall be responsible for the security and clearance of its materials, equipment, tools, incidentals and personnel in and out of the high security areas.

3. The contractor is advised that employees on probation, with outstanding warrants filed against them or who have been released from Spokane County custody within the last 24 months cannot be used on work performed in high security areas.

C. Access Cards/Key Control. Contractors are responsible for the control of access cards and/or keys issued to them in conjunction with the work to be performed and will return such access cards and/or keys at the conclusion and acceptance of the work. In the event of the loss of access cards and/or key(s) the contractor will be liable for all costs associated with their replacement to include the replacement of all associated locks if applicable.

3.22 SUBCONTRACTOR LIST REQUIREMENT (When the expected cost of a project is less than 1 million dollars): A list of all subcontractors anticipated to be used on this project will be provided. If a subcontractor list is not submitted with the bid, it is to be delivered to the Spokane County Purchasing Department, 1101 W. College Ave., Ste 241B, Spokane, Washington 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 can be a cause to reject the bid as non-responsive.

3.23 USE OF RECYCLED CONSTRUCTION MATERIAL: Materials used in this project should be recycled or reused materials whenever practicable, however such use must be approved by the county. Any recycled or reused material must meet or exceed the specifications set forth in the construction documents.

3.24 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.

3.25 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.

3.26 CASH DISCOUNTS: If offered and accepted a cash discount period shall apply after receipt of a proper invoice or final acceptance of the goods/services, whichever is later (not from the postmark date or date shown on the invoice).

3.27 PAYMENT TERMS: Payment shall be in arrears the later of 30 days from the date of receipt of a correct and proper invoice or date of receipt of acceptable goods/services (not from the postmark date or date shown on the invoice). The date of payment of an invoice shall be the date appearing on the warrant issued in payment of the invoice. Progress payments will be made once per month. Invoices received prior to the end of the month for which services are claimed to have been rendered shall be returned without action. The final payment request is excepted.

3.28 RETAINAGE: Retainage equal to five percent (5%) of a payment request amount (excluding sales tax) will be deducted and held as retainage. The retainage period is forty five (45) days following final formal acceptance of the work as 100% completed by resolution of the Board of County Commissioners, or until receipt of all required releases from the state's departments of Revenue, Employment Security and Labor and Industries plus settlement of any liens or claims filed pursuant to chapter 60.28 RCW, whichever is later. Respondents are cautioned that actual payment of retainage historically has taken as much as 55 to 90 days from the contractor's notification to the county that the work is 100% completed.

The retainage is a trust fund for the protection and payment of: 1) The claims of any person arising under the contract; and 2) the state with respect to taxes imposed pursuant to Title 82 RCW which may be due from the contractor. The moneys reserved by the County, at the option of the contractor, shall be:

1. Retained in a non-interest bearing fund by the County; or

2. Deposited by the County in an interest bearing account in a bank, mutual savings bank, or savings and loan association. Interest on moneys reserved by the County shall also be paid to the contractor upon release of the retainage. Any and all costs for the establishment and administration of the account will be borne by the Contractor; or

3. Placed in escrow with a bank or trust company by the County using the County's Escrow Agreement. When the moneys reserved are placed in escrow, the County shall issue a check representing the sum of the moneys reserved payable to the bank or trust company and the contractor jointly. This check shall be converted into bonds and securities chosen by the contractor and approved by the County (as specified in the County's Escrow Agreement form) and the bonds and securities shall be held in escrow. Interest on the bonds and securities shall be paid to the contractor as the interest accrues. Any and all costs for the establishment and administration of the account shall be borne by the Contractor.

3.29 FORMS: The County reserves the right to update or change at any time (and without advanced notice to the contractor) any of the forms which the County uses in the administration of the contract(s) resulting from this Invitation to Bid.

SECTION 4 - BID RESPONSE DOCUMENTS

BID

PROJECT NUMBER: P9473

PROJECT TITLE: Dartford Pump Station Main Switch Gear Replacement and Pump Motor Controller Upgrade

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 Section.

RECEIPT OF ADDENDA: Bidder acknowledges receipt of the following addenda:

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

REJECTION: The County reserves the right to reject any or all bids, portions or parts thereof and to waive all minor irregularities in bidding. Special attention will be directed to the bidder’s responsibility when considering awarding a contract.

TIME TO COMPLETE: 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 generally issued between 11 and 15 days after award.

**BID IS NOT ELIGIBLE FOR CONTRACTOR’S BOND ELECTION** to withhold 50% retainage in lieu of furnishing a Contractor's Bond (Performance And Payment Bond).

LIQUIDATED DAMAGES: Per Appendix.

SUBCONTRACTORS LIST: See Special Conditions

SUBMITTAL: The “Bid Response Documents” Section constitutes the Bid when completed and submitted. Please do not submit the entire Invitation to Bid manual.

PRICES: Each bid item will be priced unless stated otherwise.

UNIT PRICE: Unit prices, if requested, shall govern in case of extension error.

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

ASBESTOS ABATEMENT: If required the cost of the survey and abatement shall be the responsibility of the Owner.

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

Dartford Pump Station Upgrades (Bid No. P9473) - Bid Schedule					
Bid Item	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
1	Replace Soft Starts	EA	2	\$	\$
2	Replace Transfer Switch	EA	1	\$	\$
3	New Switchboard 4	EA	1	\$	\$
4	New MCC 4	EA	1	\$	\$
5	New Breaker and Enclosure for Existing Generator	EA	1	\$	\$
6	Soft Start Chassis	EA	1	\$	\$
7	Spare Transfer Switch Breaker	EA	1	\$	\$
8	Spare Pump Protective Relays	LS	1	\$	\$
9	Spare Control Fuses	LS	1	\$	\$
	<b>Sub-Total</b>				\$ -
	<b>Sales Tax @ 8.7%</b>				\$ -
	<b>Total</b>				\$ -

**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.

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

**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 NTP

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: \_\_\_\_\_

## CERTIFICATIONS AND ASSURANCES

In tendering this offer the following certifications and assurances are given as a required element of the submittal to Spokane County which is attached, with the understanding the truthfulness of the facts affirmed here and the continuing compliance with these requirements and all requirements of Invitation To Bid are conditions precedent to the award of the bid and that:

1. In preparing this offer, no assistance has been rendered by any current or former employee of Spokane County whose duties relate, or did relate, to this bid and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this bid. Any exceptions to these assurances are described in full detail on a separate page and attached to this document; and
2. Price(s) has been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition; and
3. 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; and
4. In submitting this bid to do the work as outlined in the Contract Specifications, I hereby 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
5. All the terms and conditions in our bid including prices, will remain in effect for a minimum of sixty (60) calendar days after the bid due date and time and further it is understand that a bid that specifies an expiration of less than sixty (60) consecutive calendar days will be considered non responsive and will be rejected; and
6. 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 offer, 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 bid submittal; and
7. We understand that Spokane County can terminate the project at any point. The Contractor nor any sub-contractor shall neither have nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated and that the County would make reimbursement for satisfactory work completed; and
8. We understand that any Agreement awarded as a result of the bid submittal will incorporate all the bid requirements of Spokane County, and all Agreement terms and conditions appearing in the bid documents. Submission of a response and execution of this Certifications and Assurances document certify the bidder's willingness to comply with these or substantially similar terms if selected as a Contractor. It is further understood that under no circumstances will a bidder-submitted contract/agreement be considered as a replacement for the terms and conditions appearing in this Invitation To Bid; and
9. In submitting this bid we have read and understand the bid documents, that we have visited the site and/or have otherwise familiarized our self with the local conditions under which the work is to be performed, that by signature of this bid we are acknowledging all requirements and signed all certificates contained herein and that no allowance will be sought after bids are received for oversight, omission, error, or by our mistake; and







**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

BIDDER COMPLIANCE CERTIFICATION

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. P9473 Dartford Pump Station Main Switch Gear Replacement and Pump Motor Controller Upgrade

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).

Type of work: _____ Contractor Name: _____ Estimated Dollar Value of work (less sales tax): \$ _____ Contractor Registration Number: _____ Contractor UBI Number: _____
Type of work: _____ Contractor Name: _____ Estimated Dollar Value of work (less sales tax): \$ _____ Contractor Registration Number: _____ Contractor UBI Number: _____
Type of work: _____ Contractor Name: _____ Estimated Dollar Value of work (less sales tax): \$ _____ Contractor Registration Number: _____ Contractor UBI Number: _____
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Type of work: _____ Contractor Name: _____ Estimated Dollar Value of work (less sales tax): \$ _____ Contractor Registration Number: _____ Contractor 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	
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: \_\_\_\_\_

APPENDIX A - 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><math>LD = 0.15C/T</math></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

3. 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, 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, but only on the condition that the county has full unrestricted beneficial use of the facilities. For overruns in contract time occurring after the substantial completion date, liquidated damages shall be assessed on the basis of project management related costs assignable to the project (approximately 50% of the rate in above table) until the actual physical completion date of all the contract work, but only on the condition that the county has full unrestricted beneficial use of the facilities. 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.

## APPENDIX B - 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 the 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 and bonding is 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 Purchasing Department. 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, 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, its 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, Its 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.

4. **BUILDERS RISK INSURANCE:** The Contractor shall purchase and maintain Builders Risk insurance covering interests of the Contracting Agency, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a "all-risk" policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief and collapse. The Builders Risk insurance shall include coverage for temporary buildings; debris removal; damage to materials in transit or stored off; mechanical or electrical breakdown/failure; loss of occupancy or business interruption costs; and, damage to electrical apparatus from electrical currents. Such insurance shall cover "soft costs" including but not limited to design costs, licensing fees, and architect's and engineer's fees. Builders Risk insurance shall be written in the amount of the completed value of the project, with no coinsurance provisions. The Builders Risk insurance shall be maintained until final acceptance of the work by the Contracting Agency. The Contractor and the Contracting Agency waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

APPENDIX C – A201™ – 2007 SUPPLEMENTARY CONDITIONS (Rev. 03.14.2012) TO  
AIA DOCUMENT A201™ – 2007 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

Project Number: P9473

Project Name: Dartford Pump Station Main Switch Gear Replacement and Pump Motor Controller Upgrade

The General Conditions are composed of AIA Document A201™ – 2007, General Conditions of the Contract for Construction, (not bound into this Appendix C, or the Project Manual, but incorporated herein by reference and hereinafter referred to as “A201™ – 2007 General Conditions”). The following supplements (“Appendix C – A201™ – 2007 Supplementary Conditions”) modify AIA Document A201™ – 2007 General Conditions of the Contract for Construction referenced above. Where a portion of the A201™ – 2007 General Conditions is modified or deleted by this Appendix C A201™ – 2007 Supplementary Conditions, the unaltered portions of the A201™ – 2007 General Conditions shall remain in effect.

Wording shall be inserted, deleted, added and otherwise changed as indicated below.

**ARTICLE 1 GENERAL PROVISIONS**

**§1.1 BASIC DEFINITIONS**

**§1.1.1 THE CONTRACT DOCUMENTS** Delete the last sentence and add the following: The Contract Documents also include the Invitation to Bid (also referred to as “Project Manual”), and all its enclosed forms when completed, the Bid Bond, the Performance and Payment Bond, the Contractor's bid and advertisement for bid, all as enumerated in Article 9 of the A101™ – 2007 Agreement. In the event of a conflict or discrepancy between the provisions of Spokane County Project Manual P9473 and the provisions of this agreement, the provisions of this agreement shall be controlling.

**§1.1.7 INSTRUMENTS OF SERVICE** Delete in its entirety and replace with the following: All drawings, plans, specifications and other related documents prepared by the Architect under this agreement are and shall become the property of the Owner, upon final payment to the Architect, without restriction, reservation or qualification. The Architect may retain copies necessary for record keeping, documentation and all such other business purposes.

**§1.1.9** Add a new Subsection §1.1.9 to read as follows:

**§1.1.9 ARBITRATION/MEDIATION** There will be no arbitration or mediation arising out of or relating to the project. Any references to arbitration or mediation in this document shall be deleted and have no force or effect whatsoever.

**§1.1.10** Add a new Subsection §1.1.10 to read as follows:

**§1.1.10 OVERHEAD** Overhead shall include the following: supervision, superintendents, wages of time keepers, watchmen and clerks, small tools, incidentals, general office expense and all other expenses not included in Cost.

**§1.2.4** Add a new Subsection §1.2.4 to read as follows:

**§1.2.4 ENUMERATION OF CONTRACT DOCUMENTS** In the event of conflicts or discrepancies among the contract documents, precedence shall be given in the following order:

1. Construction Change Directives; and
2. Change Orders as mutually agreed upon by the Parties; and
3. Notice To Proceed; and
4. Notice Of Award; and
5. Appendix C, A201™ – 2007 Supplementary Conditions to A201™ – 2007 General Conditions; and

6. A201™ – 2007 General Conditions; and
7. Appendix D, A101™ – 2007 Modifications to the A101™ – 2007 Agreement; and
8. A101™ – 2007 Agreement; and
9. Addenda to the Invitation to Bid ; and
10. Specifications; and
11. Drawings; and
12. The provisions of Spokane County Bid No. ; and
13. Notice of Solicitation for ; and
14. The bid of the Contractor, including the bid bond

**§1.2.5** Add a new Subsection §1.2.5 to read as follows:

**§1.2.5 BEST GENERAL PRACTICES** The apparent silence or omission of the Contract Documents as to any detail, of any work to be done or materials to be furnished and required for the proper performance of the work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the Contract Documents shall be made upon this basis.

## **ARTICLE 2 OWNER**

### **§2.1 GENERAL**

**§2.1.1** Delete the first sentence and replace with the following: The Owner is Spokane County, a political subdivision of the State of Washington and is referred to throughout the Contract Documents as if singular in number.

Add: For the “Owner’s authorized representative” as defined in A201™ – 2007, General Conditions, Section 2.1.1, the County designates the following as the “Owner’s authorized representative”:

Kevin R. Cooke P.E., Utilities Director, as the “Owner’s authorized representative” (“Owner’s Representative”)  
 (509) 477-3604  
 Spokane County Utilities  
 1026 W. Broadway Ave  
 Spokane, WA 99260

Add: The Owner’s authorized representative (as defined in A201™ – 2007, General Conditions, Section 2.1.1) also serves as the “Owner’s Project Administrator” (as defined in the competitive solicitation document). The Owner’s Representative has the express authority to bind the Owner only to the extent that his/her official position held at the County encompasses the decision-making authority essential to the accomplishment of the declared objects and purposes of this Project/Agreement all of which are subject to any extensions or limitations on authority as set forth in any resolution approved by the Board of County Commissioners as pertaining to this Project/Agreement. Notwithstanding any other provision in the Contract Documents relating to authority of the Architect, the Spokane County Board of County Commissioners as the legislative authority of the Owner shall be the ultimate decisional authority on all matters requiring approval by the Board of Spokane County Commissioners.

**§2.1.2** Delete in its entirety.

### **§2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**§2.2.1** Delete in its entirety.

**§2.2.2** Delete in its entirety.

**§2.2.3** Delete the second sentence and add the following: Prior to commencing any excavation or grading, the Contractor shall satisfy itself as to the accuracy of all survey data as indicated in these Drawings and Specifications and/or as provided by the Owner. Should the Contractor discover any inaccuracies, errors or omissions in the survey data, the Contractor shall immediately notify the Architect in order that proper adjustments can be anticipated and ordered.

Commencement by the Contractor of any excavation, grading or clearing shall be held as an acceptance of the survey data by the Contractor, after which time the Contractor has no claim resulting from alleged errors, omissions or inaccuracies of said survey data.

**§2.2.5** Delete in its entirety and replace with the following: Unless otherwise provided, the Contractor shall be furnished, free of charge, three (3) copies of drawings and project manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

## **ARTICLE 3 CONTRACTOR**

### **§3.1 GENERAL**

**§3.1.1** Add a new sentence at the end to read as follows: The contractor will be licensed and registered with the State of Washington.

### **§3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**§3.2.1** Add a new sentence at the end to read as follows: The Contractor shall be held to having knowledge of all existing site conditions even if the Contractor fails to visit the work site to familiarize itself with local conditions.

### **§3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**§3.3.1** Add a new sentence at the end to read as follows: Unless otherwise expressly provided in the Contract Documents, the means and methods of construction shall be such as the Contractor may choose--subject however, to the Architect's right to reject means and methods which: (1) will constitute or create a hazard to the work, or persons or property; or (2) will not produce finished work in accordance with the terms of the contract.

The Architect's approval of the means and methods of construction or failure to exercise such right to reject such means or methods, shall not negate the accomplishing of the result intended by the Contract Documents, nor shall the exercise of such right to reject create a cause of action for damages by the Contractor.

### **§3.4 LABOR AND MATERIALS**

**§3.4.2** Add the following as the first sentence: After the contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified.

**§3.4.4** Add a new Subsection §3.4.4 to read as follows:

**§3.4.4** By making requests for substitutions based on subsection 3.4.2 above, the Contractor:

- .1** represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2** represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3** certifies that the cost data presented is complete and includes all related costs under this contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4** will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

### **§3.5 WARRANTY**

**§3.5** Add a new sentence at the end to read as follows: No express warranty or guarantee contained herein shall in any way limit, void, displace, or modify any implied warranties or guaranties owed by the Contractor to the Owner.

### **§3.6 TAXES**

**§3.6** Add a new sentence at the end to read as follows: State Sales Tax: Spokane County is subject to the payment of Washington State Sales Tax on all purchases.

**§3.6.1** Add new Subsection §3.6.1 to read as follows:

**§3.6.1** State Taxes: The Washington Department of Revenue has issued special rules designed to assist the Contractor in accurately reporting the Contractor's tax liability to the Department of Revenue. Although the Owner may furnish information in the specification regarding the application of state taxes to a particular contract or bid item, it shall be the contractor's responsibility as to the correct interpretation of the laws and regulations relating to such taxes. Adjustments will not be made in the amount to be paid by the Owner under the contract because of any misunderstanding by the Contractor as to its liability for, or the amount of, any taxes. If the Contractor is in doubt as to the tax procedures in any particular case, the Contractor shall consult with the Washington State Department of Revenue, Taxpayer Information & Education Section.

### **§3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE**

**§3.10.3** Delete in its entirety and replace with the following: The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours--including night shifts and overtime operations, as may be necessary to insure the prosecution of the work in accordance with the most recently approved schedules. If the Contractor falls behind in the schedule(s), the Contractor shall take such steps as may be necessary to improve its progress by increasing the number of shifts, overtime operations, days of work and the amount of construction plant, all without additional cost to Owner.

**§3.10.4** Add new Subsection §3.10.4 to read as follows:

**§3.10.4** During progress of the work the Contractor shall enter on the schedule the actual progress at the end of each month, and shall deliver two (2) copies to the Architect along with their pay request.

**§3.10.5** Add new Subsection §3.10.5 to read as follows:

**§3.10.5** Failure of the Contractor to comply with this provision's requirements shall be grounds for the Architect's determination that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Such failure constitutes a breach of the contract. Upon such determination, the Owner may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with Article 14 of the General Conditions or may withhold further payments as indicated in Article 9.

### **§3.18 INDEMNIFICATION**

**§3.18.1** Delete in its entirety and replace with the following: The Contractor is an independent contractor and not the agent or employee of the Owner. No liability shall attach to the Owner 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 Owner and the Owner'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 Owner 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 Owner or

Consultant, their agents or employees. The Contractor's duty to indemnify the Owner 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 Owner 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 Owner harmless shall include, as to all claims, demands, losses and liability to which it applies, the Owner'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 Owner 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 Owner.

#### **ARTICLE 4 ARCHITECT**

##### **§4.1 GENERAL**

**§4.1.1** Add a new sentence at the end to read as follows: The Term "Architect" means Architect or the Owner, or their authorized representatives. In projects where an Architect is not employed any reference to the Architect in the documents shall be construed to mean the Owner.

**§4.1.2** Delete in its entirety and replace with the following: The Architect's duties, responsibilities and limitations of authority as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect. Consent shall not be unreasonably withheld.

**§4.1.3** Delete in its entirety.

#### **ARTICLE 5 SUBCONTRACTORS**

##### **§5.1 DEFINITIONS**

**§5.1.1** Add a new sentence at the end to read as follows: All subcontractors utilized by the Contractor shall be licensed and registered with the State of Washington.

#### **ARTICLE 7 CHANGES IN THE WORK**

##### **§7.2 CHANGE ORDERS**

**§7.2.1** Add new Item .4 to the list to read as follows:

- .4 A change order issued by the Owner or the Architect as pertains to **§2.4** and/or to Liquidated Damages will not require the approval or signature of the Contractor.

##### **§7.3 CONSTRUCTION CHANGE DIRECTIVE**

**§7.3.11** Add new Subsection §7.3.11 to read:

**§7.3.11** In §7.3.7 the allowance for combined overhead and profit included in the total cost to the Owner shall be based on the following schedule, overhead is defined under 1.1.10:

- .1 The Contractor may add fifteen percent (15%) of the cost when the specific change to the work has an impact of less than two thousand dollars or ten percent (10%) of the cost when the specific change to the work has an impact of two thousand dollars or greater for overhead and profit for Work performed by his own forces and six (6%) for overhead and profit to the cost for work performed by Subcontractors. The

Contractor may add an amount, confirmed by the surety, at cost but not to exceed three percent (3%) for the additional bond premium.

- .2 The Subcontractor may add fifteen percent (15%) of the cost when the specific change to the work has an impact of less than two thousand dollars or ten percent (10%) of the cost when the specific change to the work has an impact of two thousand dollars or greater for overhead and profit for Work performed by his own forces.
- .3 Costs to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.
- .4 In order to facilitate checking of quotations for extras or credits, all bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$1,000 be approved without such itemization.

## **ARTICLE 8 TIME**

### **§8.1 DEFINITIONS**

**§8.1.2** Delete in its entirety and replace with the following: The date of commencement of the Work is the date established in the “Notice to Proceed”.

### **§8.2 PROGRESS AND COMPLETION**

**§8.2.2** Delete the reference to “...Article 11...” and replace with the phrase, “...the Contract Documents...”.

### **§8.3 DELAYS AND EXTENSION OF TIME**

**§8.3.1** Delete in its entirety and replace with the following: If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work initiated by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. The Contractor's only relief for such delays shall be an extension of the Contract Time and the Contractor shall not be entitled to any increase in the Contract Sum.

**§8.4** Add a new Section §8.4 LIQUIDATED DAMAGES to read as follows:

### **§8.4 LIQUIDATED DAMAGES**

**§8.4.1** Time is of the essence of the contract. Delays inconvenience the public and interfere with and delay commerce. Delays also cost tax payers 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 terms, conditions and formula as shown in Appendix “<?A?>” to this Project Manual.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§9.3 APPLICATIONS FOR PAYMENT**

**§9.3.1** Delete the first sentence and replace with the following: The Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9 .2, for completed portions of the Work. The Contractor shall submit all Applications for Payment to the Architect for review, approval, and certification not sooner than the first (1<sup>st</sup>) nor later than the tenth (10<sup>th</sup>) day of the month following the month in which work for which the Contractor is seeking payment was completed. The Owner shall make payment of all amounts certified by the Architect, subject to retainage as set forth in the Contract Documents, on a monthly basis, thirty (30) days in arrears, but not later than thirty (30) days from

receipt of the Application for Payment by the Architect<sup>1</sup>. If a late payment is made, it will bear interest as required by law.

**§9.3.1.1** Add a sentence at the end to read as follows:

The last, or final, Application for Payment culminates in 100% of the Contract Sum, is exempt from the submission cut-off date (Section 9.3.1) and will be paid (subject to the withholding of retainage and to the provisions of Sections 9.4, 9.10 and 12.2 – all as amended herein) within thirty (30) calendar days from receipt by the County.

**§9.3.1.4** Add a new Subsection §9.3.1.4 to read as follows:

**§9.3.1.4** A properly completed Application for Payment shall be made on the Spokane County Application for Payment Form and submitted to the Architect, Attn: PW Contract No. . Use of any other form must be approved by the County in advance.

**§9.3.1.4.1** Add a new Subsection §9.3.1.4.1 to read as follows:

**§9.3.1.4.1** A properly completed Application for Payment shall additionally include the following supporting documentation:

1. An updated list of subcontractors. This list must contain the name, address, and phone number of the subcontractor, including the contact person, contact phone number(s) and e-mail address(es), within that company. Throughout the course of the project Work, the Contractor must maintain as current and provide the County with an updated list of subcontractors;
2. A Statement of Intent to Pay Prevailing Wages (certified by the Washington State Industrial Statistician) from the Contractor, and from each and every Subcontractor, whose work is represented on the Application for Payment, unless previously submitted;
3. A copy of the Certification of Insurance or Certificates or Policy(ies), unless previously submitted;
4. 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;
5. 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;
6. Each properly Application for Payment submitted by a Contractor for payment on a project shall contain a certification which states that the prevailing wages have been paid in accordance with the pre filed Statement(s) of Intent to Pay Prevailing Wages. The required prevailing wage certification which is to appear on each payment application (invoice) submitted by the Contractor for payment follows:

**§9.3.1.5** Add a new Subsection §9.3.1.4 to read as follows:

**§9.3.1.5** The Contractor is not required to submit an Application for Payment for release of retainage.

**§9.3.2** Add a new sentence at the end to read as follows: Payment for the stored materials will be based upon the suppliers' invoices.

**§9.3.4** Add a new Section §9.3.4 to read as follows:

**§9.3.4** By submitting an Application for Payment, the Contractor warrants that title to all work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further

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<sup>1</sup> RCW 39.76.011 states that a "payment shall be timely if: (a) . . . mailed or is available on the date specified for the amount specified in the applicable contract documents but not later than thirty days of receipt of a properly completed invoice. . ." So, for instance, a payment application received on the 1<sup>st</sup> of the month is not timely if paid on the 10<sup>th</sup> of the month, as allowed under the previously drafted specification.



warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work.

#### **§9.4 CERTIFICATES FOR PAYMENT**

**§9.4.1** Delete in its entirety and replace with the following: The Architect will not certify an Application for Payment if the Application for Payment is not properly prepared. A properly prepared Application for Payment is one that contains no significant errors or omissions, is accompanied by the required supporting documentation set forth under Section 9.3 and as modified herein, and is signed and certified. The Owner shall have the final discretion as to what constitutes a significant error or omission. All properly prepared Requests for Payment will reference the Owner's Project number(s).

**§9.4.2** Delete in its entirety and replace with the following: The Architect will, within seven (7) days<sup>2</sup> after receipt of the Contractor's properly prepared Application for Payment and supporting documentation, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.2.

**§9.4.3** Add a new Section §9.4.3 to read as follows:

**§9.4.3** The issuance of a Certificate for Payment will constitute representation by the Architect to the Owner based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate of Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences, or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**§9.5.1** Delete in its entirety and replace with the following: The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if the Application for Payment is not properly prepared, or, in the Architect's opinion, the representations to the Owner required by Section 9 cannot be made.

**§9.5.2** Delete in its entirety and replace with the following: If the Architect is unable to certify payment in the amount of the Application for Payment, the Architect will notify the Contractor and Owner as provided in Section 9.4.2. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the application is properly prepared and which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate of Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner

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<sup>2</sup> RCW 39.76.011(2)(b) requires such to be completed within eight (8) working days.

from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probably filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to pay payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§9.5.3** Delete in its entirety and replace with the following: When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§9.5.4** Add a new Section §9.5.4 to read as follows:

**§9.5.4** If the Architect withholds certification for payment under Section 9.5.2.3, the Owner may, as its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate of Payment.

## **§9.6 PROGRESS PAYMENTS**

**§9.6.2** Delete in its entirety and replace with the following: The Contractor shall pay each Subcontractor no later than 10 days of the Contractor's receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§9.6.8** Add a new Section §9.6.8 to read as follows:

**§9.6.8** The Owner shall make Progress Payments to the Contractor for Work performed and certified by the Architect that will constitute 95% of the principal amount, plus 100% of the tax amount. The remaining 5% of the principal amount shall be withheld by the County as retainage. For contracts valued at \$35,000<sup>3</sup> or less, when requested by the Contractor and approved by the County, a retainage amount of 50% (work performed plus tax) will be held in lieu of providing Contractor's Performance and Payment Bonds. Under such circumstances, payment for work performed and certified by the Architect will constitute 50% of the total of the principal amount plus 100% of the tax amount. The remaining 50% of the principal amount shall be withheld by the County as retainage.

**§9.6.9** Add a new Section §9.6.9 to read as follows:

**§9.6.9** The method of payment will be at the Owner's sole discretion using any of the following:

- .1 By warrant (check);
- .2 By the County's credit card – otherwise referred to as “payment card” or “P-Card”;
- .3 Automated Clearing House (also referred to as ACH);
- .4 Electronic Payment (i.e., “E-Payment”, also referred as e-Payables)

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<sup>3</sup> RCW 39.08.010

The pricing submitted by the vendor and accepted by the County is inclusive of applicable payment terms, as well as, any and all fees incurred by the vendor through their financial institutions in accepting any of the above referenced payment methods. No additional fees or charges to the County shall apply, unless otherwise preapproved by the County. Additionally, unless otherwise set forth in the Contractor's bid, quote, submittal, and unless accepted by the County in the contract, all payments shall be made in arrears and with payment terms of "Net 30 Days" from the date that the County receives a correct and accurate invoice. An accurate invoice must, in part, reference a valid County contract/agreement or purchase order number.

**§9.7 FAILURE OF PAYMENT** Delete in its entirety and replace with the following:

If the Architect does not issue a Certificate of Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the due date established in the Contract Documents the amount certified by the Architect, then Contractor may, upon seven additional days' written notice to the Owner and the Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

### **§9.8 SUBSTANTIAL COMPLETION**

**§9.8.1** Add a new sentence at the end to read as follows: The Work or designated portion thereof shall be considered to be Substantially Complete only when a Certificate of Substantial Completion has been prepared and certified by the Architect. A Certification of Substantial Completion does not commence the 45-day period for filing a notice of lien against the retainage under RCW 60.28.011(2). Such period does not commence until the Project Acceptance date as provided in Section 9.11.1.

**§9.8.2** Delete in its entirety and replace with the following: When the Contractor considers that a portion of the Work, which the Owner agrees to accept separately (hereafter called the designated portion of the Work), is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the designated portion of the Work is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. Upon receiving such notification from the Architect, the Contractor shall, before the issuance of a Certificate of Substantial Completion, complete or correct such item(s). In such case, the Contractor shall then submit a request for a subsequent inspection by the Architect to determine Substantial Completion of the designated portion of the Work. When the designated portion of the Work is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion for the designated portion of the Work and shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the designated portion of the Work and insurance. Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

**§9.8.3** Delete in its entirety.

**§9.8.4** Delete in its entirety.

**§9.8.5** Delete in its entirety.

**§9.9 PARTIAL OCCUPANCY OR USE**

**§9.9.1** Delete in its entirety and replace with the following: The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be reasonably withheld. The stage of progress of the Work shall be determined by written agreement between the Owner and Contractor, or, if no agreement is reached, by decision of the Architect.

**§9.10 FINAL COMPLETION AND FINAL PAYMENT**

**§9.10.1.1** Add a new Subsection §9.10.1.1 to read as follows:

**§9.10.1.1** A certified and approved final application for payment is exempt from the submission date requirement and shall be paid within 30 days following the County's receipt of its certification by the Architect, subject to the withholding of retainage and to the provisions of Sections 9.4, 9.10 and 12.2 – all as amended herein.

**§9.10.2** Delete in its entirety and replace with the following: Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible for encumbered (less amounts withheld by the Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5) and other data establishing payment or satisfaction of obligations, including but not limited to receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. The Contractor will provide the following documentation to the Spokane County Purchasing Department as soon as possible after item 1 below is submitted.

1. Architect/Engineer/Department approval of final invoice and recommendation for acceptance of the project as complete.
2. Updated list of subcontractors.
3. 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;
4. 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;

5. A copy of a Request for Release which the Contractor submitted to the State Department of Labor and Industries before that Department will release the Owner from all liability pursuant to Title 50 or Title 51 RCW.

**§9.10.3** Delete in its entirety and replace with the following: If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims. Notwithstanding any other provisions of the Contract Documents, no final payment or release of the retainage will be due the Contractor until final acceptance of the work.

**§9.11** Add a new Section §9.11 PAYMENT OF RETAINAGE, with Subsection §9.11.1 to read as follows:

**§9.11 PAYMENT OF RETAINAGE**

**§9.11.1** The Owner shall not pay retainage to the Contractor sooner than 45 days after Project Acceptance. The date of Project Acceptance is determined by resolution of the Spokane County Commissioners. For purposes of RCW 60.28.011(2), the 45-day period for giving notice of lien against the retainage commences on the Project Acceptance date. Prior to release of retainage, the following documentation, in proper form, must be in the possession of the Spokane County Purchasing Department:

- 1.\* Architect/Engineer/Department approval and certification of the request for final application for payment.
2. Resolution of Acceptance from the Board of County Commissioners (request submitted by Purchasing to the County Clerk).
3. On contracts totaling more than \$35,000, Releases must be received, by the County from the Washington State Department of Labor and Industries, the Washington State Employment Security Department, and the Washington State Department of Revenue.
4. Releases have been received by the County from any, and all, other departments and agencies having jurisdiction over the activities of the Contractor.
- 5.\* Affidavits of Prevailing Wages Paid approved by the Department of Labor & Industries on the Contractor and each and every Subcontractor.
6. Reports on Claims (liens) filed against the project or Contractor from the County Auditor, Clerk of the Board of County Commissioners and Department 45 days from date of Resolution of Acceptance.

**Note:** The Asterisk (\*) following certain numbered Items listed above denote documents to be prepared or submitted by the Contractor.

**ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

**§10.2.4** Add a sentence at the end to read as follows: The Contractor shall give the Owner reasonable advance notice of such use or storage.

**§10.2.5** Delete in its entirety and replace with the following: The Contractor shall promptly remedy damage and loss to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss solely attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not

attributable to the fault of negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the Contract Documents.

**ARTICLE 11 INSURANCE AND BONDS** Delete this Section in its entirety and replace with the provisions for insurance and bonds as set forth in Spokane County Bid No. P9473 (Project Manual).

**ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

**§12.2 CORRECTION OF WORK** Amend as follows: All references made to “Substantial Completion”, except for the amendment to subsection 9.8.2, are changed to “Final Completion”.

**§12.2.6** Add a new Subsection §12.2.6 to read as follows:

**§12.2.6** The Contractor hereby understands and agrees that none of the guaranties of warranties as to defects in materials, equipment, or workmanship set forth herein shall in any way limit or shorten the statutory limitations period during which the Owner can bring an action in law or equity against the Contractor for breach of this Contract. The Contractor further agrees that the limitations period for any action in law or equity which the Owner might bring against the Contractor for breach of this Contact shall not begin to run until the time at which the breach is actually discovered by the Owner.

**ARTICLE 13 MISCELLANEOUS PROVISIONS**

**§13.1** Delete in its entirety and replace with the following: 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.

**§13.5.1** Amend by adding new Subsections §13.5.1.1 through §13.5.1.5 as follows:

**§13.5.1.1** Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

**§13.5.1.2** Inspection or testing performed to prove acceptability of proposed substitute materials and/or equipment shall be the sole responsibility of the Contractor and shall be made by an independent testing agency approved by the Architect in advance.

**§13.5.1.3** If materials or workmanship are used which fail to meet specification requirements, the Contractor shall pay the cost of all load tests, coring or other tests deemed necessary by the Architect to determine the safety or suitability of the material or element.

**§13.5.1.4** Inspection and tests required to establish compliance with the Contact Documents will be made by a pre-qualified independent testing agency approved by the Architect.

**§13.5.1.5** The Contractor shall pay the cost of complete testing of all equipment and systems for proper operation such as plumbing, heating, ventilating, air conditioning and electrical.

**§13.5.4** Delete in its entirety and replace with the following: The Contractor shall employ and coordinate the approved independent testing agency who shall prepare the test report, logs, and certificates applicable to the specific inspections and tests and promptly deliver three (3) copies to the Architect, in such time as to not delay progress of the work or final payment thereof. All engineering test results and test reports shall be signed and sealed by a State of Washington Registered Professional Engineer.

**§13.7 TIME LIMIT ON CLAIMS** Delete in its entirety.

**ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

**§14.1.1** Delete the entirety of Item .4.

**§14.2.1** Delete the entirety of Item .4 and replace with the following:

- .4 otherwise is guilty of breach of a provision of the Contract Documents.

**§14.3.2** Delete in its entirety and replace with the following: The Contract Sum and Contract Time may be adjusted for increases in cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum may include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

**§14.4.3** Delete in its entirety and replace with the following: In case of such termination for Owner’s convenience:

- .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 Owner to the Contractor on the Contract Sum, the Owner shall reimburse the Contractor in the amount of such excess;
- .3 If the amount paid by the Owner 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 Owner in the amount of such excess;
- .4 Any funds obtained or retained by the Contractor as provided in Subparagraph 14.4.2.2 or 14.4.2.3 shall constitute full payment and consideration for the services performed by the Contractor prior to termination.

**ARTICLE 15 CLAIMS AND DISPUTES**

**§15.2.5** Delete from the last sentence: “...but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.”

**§15.2.6** Delete in its entirety.

**§15.2.6.1** Delete in its entirety.

**§15.3** Delete all subparagraphs in their entirety and replace with the following:

**§15.3.1** There will be no mediation arising out of or relating to the project. Any references to mediation in this document shall be deleted and have no force or effect whatsoever.

**§15.4** Delete all subparagraphs in their entirety and replace with the following:

**§15.4.1** There will be no arbitration arising out of or relating to the project. Any references to arbitration in this document shall be deleted and have no force or effect whatsoever.

**ARTICLE 16** Add a new ARTICLE 16, ADDITIONAL CONDITIONS, with Subsections §16.1.1, §16.1.2, and 16.2.1, to read as follows:

**ARTICLE 16 ADDITIONAL CONDITIONS**

**§16.1 PREVAILING WAGES**

**§16.1.1** The prevailing rate of wages and benefits to be paid to all workmen, laborers, or mechanics employed in the performance of this contract shall be in accordance with the provisions of chapter 39.12 RCW, as amended.

The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wages for the locality or localities where this contract will be performed as determined by the industrial statistician of the Department of Labor and Industries, are incorporated by reference as a part of the Contract. Inasmuch as the Contractor will be held responsible for paying the prevailing wages, it is imperative that the Contractor familiarize itself with the current wage rates before submitting bids based on these specifications.

**§16.1.2** It is the responsibility of the Contractor to insure that the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing any work performed to accomplish the specifications or scope of services under this Contract.

**§16.2 NONDISCRIMINATION**

**§16.2.1** During the performance of this contract, the Contractor and its subcontractors shall not discriminate on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicaps in employment or application for employment or in the administration or delivery of services or any other benefits under the contract.

**END OF APPENDIX C – A201™ – 2007 SUPPLEMENTARY CONDITIONS to the A201™ – 2007  
GENERAL CONDITIONS**



**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).

CONTRACTOR: \_\_\_\_\_  
 (Company Name)

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

STATE OF \_\_\_\_\_ )  
 )SS \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_ )  
 (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\_\_\_\_

\_\_\_\_\_  
 Residing at:  
 My commission expires:







APPENDIX D – A101™ – 2007 MODIFICATIONS (Rev. 03.14.2012) TO  
AIA DOCUMENT A101™ – 2007  
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Project Number: P9473

Project Name: Dartford Pump Station Main Switch Gear Replacement and Pump Motor Controller

The Agreement is composed of the AIA Document A101™ – 2007 Standard Form Of Agreement Between Owner And Contractor (not bound into this Appendix D, or the Project Manual, but is incorporated herein by reference and is hereinafter referred to as the “A101™ – 2007 Agreement”. The following supplements (“Appendix D – A101™ – 2007 Modifications”) modify the “AIA Document A101™ – 2007 Standard Form of Agreement Between Owner and Contractor referenced above. Where a portion of the A101™ – 2007 Agreement is modified or deleted by this Appendix D – A101™ – 2007 Modifications, the unaltered portions of the A101™ – 2007 Agreement shall remain in effect.

Wording shall be inserted, deleted, added and otherwise changed as indicated below.

Page 1

Insert for Owner: SPOKANE COUNTY, a political subdivision of the State of Washington (“County”)

Mail notices and correspondence to:

C/O Spokane County Purchasing Department  
ATTN: Project Number P9473  
Public Health Building  
1101 W. College Ave., Ste 241B  
Spokane, Washington 99201

Insert for Contractor: <?Contractor’s Entity Name?> (“Contractor”)

Mail notices and correspondence to:

ATTN: <?Contractor’s Representative Name?>  
<?Contractor’s Address?>  
<?Contractor’s City?>, <?Contractor’s State?> <?Contractor’s Zip Code?>

The Project is: Dartford Pump Station Main Switch Gear Replacement and Pump Motor Controller

This project shall be known and referenced as Project No. P9473

The Architect/Engineer is:

Coffman Engineers  
10 N. Post, Suite 500  
Spokane, WA 99201

After the sentence at the bottom of page 1 which reads, “The Owner and Contractor agree as follows.” add the following:

Attached hereto and incorporated herein by reference are: Appendix D – A101™ – 2007 Modifications, which modifies the AIA Document A101™ – 2007 Standard Form of Agreement Between Owner and Contractor; and Appendix C – Supplementary Conditions, which modifies the AIA Document A201™ – 2007 General Conditions of the Contract for

Construction (hereinafter also referred to as “A201”).

### **ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§3.2** Add: The date of commencement shall be stated in the Notice to Proceed issued by the Owner.

**§3.3** Delete in its entirety and replace with the following: The Contractor shall achieve Final Completion of the entire Work not later than Ninety (90) calendar days beginning the commencement date specified in the Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

**LIQUIDATED DAMAGES:** Time is of the essence in the performance of the contract. Delays inconvenience the public and interfere with and delay commerce. Delays also cost tax payers 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 terms, conditions and formula as shown in Appendix “A” to this project manual.

### **ARTICLE 4 CONTRACT SUM**

**§4.2** <?Delete Paragraph.??> <?Insert appropriate language if Alternates are Awarded??>

**§4.3** <?Delete Paragraph.??> <?Insert appropriate language if Unit Prices are Used/Awarded??>

**§4.4** <?Delete Paragraph.??> <?Insert appropriate language if Allowances are Used/Awarded??>

### **ARTICLE 5 PAYMENTS**

#### **§5.1 PROGRESS PAYMENTS**

**§5.1.2** Add the following language after “or as follows:” of the first sentence: In accordance with Article 9 of the AIA Document A201™ – 2007 General Conditions of the Contract For Construction, all as are further modified by Spokane County in Appendix C – Supplementary Conditions (Rev. 03.14.2012) to AIA Document A201™ – 2007 General Conditions of the Contract For Construction.

**§5.1.3** Delete in its entirety and replace with the following: The Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values--if required under Section 9.2--for completed portions of the Work. The Contractor shall submit all Applications for Payment to the Architect for review, approval, and certification not sooner than the first (1st), nor later than the tenth (10th), day of the month following the month in which work for which the Contractor is seeking payment was completed. The Owner shall pay all amounts certified by the Architect, subject to retainage as set forth in the Contract Documents, on a monthly basis, thirty (30) days in arrears, but not later than thirty (30) days from receipt of the Application for Payment by the Architect . If a late payment is made, it will bear interest as required by law. All Applications for Payment shall reference the Owner’s project number . Any payment due date shall allow sufficient time for the Architect to review and certify payment as set forth in A201, Article 9, as amended, and for the Owner to pay the amounts as certified by the Architect.

**§5.1.6** Delete in its entirety, including subsections .1 through .4, and replace with the following:

**§5.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1** Take that portion of the Contract Sum properly allocable to completed Work, determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less the applicable retainage percent. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as approved in Section 7.3.9 of AIA Document A201™ – 2007, General Conditions of the Contract for Construction – as has been further modified by Appendix C – Supplementary Conditions (Rev. 03.14.2012); The applicable retainage percent shall be as

follows:

- .1 For Contracts subject to 5% retainage delete first sentence and replace with: Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of five percent (5%), plus 100% of the Tax amount.
- .2 For Contracts subject to 50% retainage delete first sentence and replace with: Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, plus 100% of the Tax amount, less retainage of fifty percent (50%).
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less the applicable retainage as indicated in the preceding subsection;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201™ – 2007, General Conditions of the Contract for Construction – as has been further modified by Appendix C – Supplementary Conditions (Rev. 03.14.2012).

§5.1.7 Delete in its entirety, including subsections .1 through .2, and replace with the following:

§5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Delete in its entirety.
- .2 Delete in its entirety and replace with the following: Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201™ – 2007, General Conditions of the Contract for Construction – as has been further modified by Appendix C – Supplementary Conditions (Rev. 03.14.2012) shall be subject to statutory limitations.

§5.1.8 Delete in its entirety and replace with the following: There shall be no reduction or limitation of retainage whatsoever.

## §5.2 FINAL PAYMENT

§5.2.2 Delete in its entirety and replace with the following: The Owner's payment of retainage will not be paid before 45 days nor later than 60 days has passed from the date of the Resolution passed by the Spokane County Board of County Commissioners accepting the work of the project as complete.

## ARTICLE 6 DISPUTE RESOLUTION

§6.1 Delete in its entirety and replace with the following:

§6.1 **INITIAL DECISION MAKER** The Architect as assigned by the County shall serve as the Initial Decision Maker with regard to the Contract Documents.

§6.2 **BINDING DISPUTE RESOLUTION** Delete in its entirety.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§8.2 Insert the following interest rate: The interest rate payable will be per Washington State statute.

§8.3 For “The Owner’s representative” (i.e., “Owner’s Representative”), insert the following:

Kevin R. Cooke, P.E., Utilities Director  
Spokane County Utilities  
1026 W. Broadway Ave  
Spokane, WA 99201

§8.4 For “The Contractor’s representative” (i.e., “Contractor’s Representative”), insert the following:

<?Contractor’s Representative Name?>  
<?Contractor’s Entity Name?> (“Contractor”)  
<?Contractor’s Address?>  
<?Contractor’s City?>, <?Contractor’s State?> <?Contractor’s Zip Code?>

§8.5 Delete in its entirety.

§8.6 Add the following: 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.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§9.1 Delete in its entirety and replace with the following: The Contract Documents are enumerated by order of precedence as follows:

1. Construction Change Directives; and
2. Change Orders as mutually agreed upon by the Parties; and
3. Notice To Proceed; and
4. Notice Of Award; and
5. Appendix C, A201™ – 2007 Supplementary Conditions to A201™ – 2007 General Conditions; and
6. A201™ – 2007 General Conditions; and
7. Appendix D – A101™ – 2007 Modifications to the A101™ – 2007 Agreement; and
8. A101™ – 2007 Agreement; and
9. Addenda to the Invitation to Bid P9473; and
10. Specifications; and
11. Drawings; and
12. The provisions of Spokane County Bid No. P9473; and
13. Notice of Solicitation for P9473; and
14. The bid of the Contractor, including the bid bond

§9.1.1 Delete in its entirety.

§9.1.2 Delete in its entirety.

§9.1.3 Delete in its entirety.

§9.1.4 Delete in its entirety.

§9.1.5 Delete in its entirety.

§9.1.6 Delete in its entirety.



**§9.1.7** Delete in its entirety.

**§9.1.8** Add new subsection §9.1.8 as follows:

This Agreement is entered into as of the day and year first written above and is executed in one original copy which will be returned to the Owner. The original executed Agreement will be filed with the Clerk of the Board of County Commissioners of Spokane County. One copy will be provided to the Contractor, Architect, and Spokane County Purchasing Department. Certified copies, if needed, may be obtained at the expense of the requestor from the Clerk of the Board.

**ARTICLE 10 INSURANCE AND BONDS** Delete in its entirety and replace with the following: The provisions for insurance and bonds as set forth in Spokane County Bid No. P9473 (Project Manual) shall control.

**END OF APPENDIX D – A101™ – 2007 MODIFICATIONS to the A101™ – 2007 AGREEMENT**

## APPENDIX E - BOND FORMS

The following sample forms are attached:

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



**BID DEPOSIT SURETY BOND FORM**

NAME OF PROJECT: Dartford Pump Station Main Switch Gear Replacement and Pump Motor Controller  
PROJECT/BID NUMBER: P9473

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 200\_\_\_\_.

\_\_\_\_\_

SURETY

\_\_\_\_\_

Signature

\_\_\_\_\_

Typed Name

\_\_\_\_\_

Title

(SEAL)

\_\_\_\_\_

PRINCIPAL

\_\_\_\_\_

Signature

\_\_\_\_\_

Typed Name

\_\_\_\_\_

Title



**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 Bid dated \_\_\_\_\_ offered to enter into a Contract with Spokane County for  
Contract Number P9473 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 200\_\_.

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(SEAL)

## APPENDIX 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 based on these specifications the respondent 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 respondent, 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 March 4, 2015
- 2 Benefit Code Key, effective March 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.

## APPENDIX G - CONSTRUCTION/TECHNICAL SPECIFICATIONS

This appendix contains the construction specifications for the project composed of the applicable Divisions of the CSI Specifications and the drawings/plans.

P9473 Specifications Coffman Engineers Project No. P8947

P9473 Drawings Coffman Engineers Project No. P8947