

**PROJECT MANUAL**  
**FOR**  
**SKAGIT COUNTY FAIRGROUNDS**  
**BUILDING 'F' RE-ROOFING**

**PROPOSAL, CONTRACT DOCUMENTS &  
CONSTRUCTION SPECIFICATIONS**

PREPARED FOR:





# **BIDDING DOCUMENTS**

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**SKAGIT COUNTY**  
**SMALL PUBLIC WORKS PROJECT**  
**“PREVAILING WAGES SHALL BE PAID”**

**REVISED 3/29/17-TIME OF BID OPENING ONLY- INVITATION TO BID**

MUST BE AN APPROVED CONTRACTOR ON THE MUNICIPAL RESEARCH AND SERVICES CENTER MRSC ROSTER IN ORDER TO BID THIS PROJECT <http://www.mrscrosters.org>

NOTICE IS HEREBY GIVEN by SKAGIT COUNTY PARKS, RECREATION & FAIR, that sealed bids will be received and opened in the Board of County Commissioners' Hearing Room, 1800 Continental Place, Mount Vernon, WA 98273 on **Wednesday April 12, 2017 AT 1:00 P.M., local time**, or as soon thereafter as possible, for the following:

**PROJECT DESCRIPTION: SKAGIT COUNTY FAIRGROUNDS BUILDING 'F' RE-ROOFING**

**SCOPE OF WORK:**

Building 'F' Re-Roofing: This work involves the removal of the existing roof and replacement with Snap Lock™ roofing, or approved equal. This building measures approximately 112'x54' at the eaves.

Contractors and all subcontractors shall have a contractor's license to work in the State of Washington.

All bidding shall be based upon compliance with the contract provisions and specifications.

The Project Estimate for this work is \$35,000.

Information, copies of plans, specifications, and addenda for this project will be available on-line beginning Tuesday March 28, 2017 at 11:00 a.m. local time at [http://www.skagitcounty.net/rfp.](http://www.skagitcounty.net/rfp;); or obtained at Skagit County Parks, Recreation & Fair Department, 1730 Continental Place, Mount Vernon, Washington; (360) 416-1350. Contractors must be an approved contractor on the municipal research and services center MRSC Roster in order to bid this project <http://www.mrscrosters.org>. Contractors who download provisions and specifications are advised to e-mail [paulim@co.skagit.wa.us](mailto:paulim@co.skagit.wa.us); to be added to the plan-holders list to receive any addenda that may be issued.

Skagit County will not provide binding oral interpretations to Bidders as to the meaning of bid or contract documents; oral communication is not binding upon Skagit County. All questions and requests for interpretation shall be in writing and submitted by email, no later than 2:30 p.m., Tuesday April 4, 2017 to Pauli Mickelson at [paulim@co.skagit.wa.us](mailto:paulim@co.skagit.wa.us) with the subject line reading, "SKAGIT COUNTY FAIRGROUNDS BUILDING 'F' RE-ROOFING". All Addenda will be posted on-line for this Project by 4:30 p.m. Thursday April 6, 2017. If further Addenda are required to be issued, the bid opening will be postponed. All addenda shall become part of the bid package.

All bid envelopes must be sealed and plainly marked on the outside, "Sealed Bid for Skagit County Fairgrounds Building 'F' Re-Roofing". Sealed bids shall be received by one of the following delivery methods no later than **Wednesday April 12, 2017; at the hour of 1:00 p.m.,** local time. Proposals are to be submitted on the forms provided in the Proposal for Bidding Purposes packet. Incomplete proposals and proposals received after the stated time for receipt cannot

be considered. Oral, telephonic, telegraphic, electronic or faxed proposals will not be accepted. All bidding shall be based upon compliance with the Contract Provisions and Plans.

Hand delivered: Sealed Bids delivered in person shall be received only at the office of the SKAGIT COUNTY PARK, RECREATION & FAIR DEPARTMENT, Front Office Reception Desk, 1730 Continental Place, Mount Vernon, WA 98273 no later than the time listed for receipt of bids.

Via mail: Bids shall be mailed to:

SKAGIT COUNTY PARKS, RECREATION & FAIR DEPARTMENT  
BID PROPOSAL  
PO Box 1326  
Mount Vernon, WA 98273-1326

BID GUARANTY: No bid will be considered unless accompanied by a surety company bid bond, or a certified or cashier's check payable to the order of Skagit County for a sum not less than five percent (5%) of the estimated contract amount.

PREVAILING WAGES: This work is considered a Public Work and Washington State Prevailing Wage Rates as set by the Washington Department of Labor and Industries apply to this contract. Bidders are advised to consider this charge when tabulating bids.

A contract bond covering performance and payment will be required with this contract. Should the successful bidder fail to enter into such contract and furnish performance and payment bonds within the time stated in the specifications, the bid proposal deposit shall be forfeited to Skagit County.

Skagit County reserves the right to reject any or all bids, and the right to waive any informalities or irregularities in any bid or in any bidding and to further award the project to the lowest, responsive, responsible bidder whose bid complies with all of the prescribed formalities, as it best serves the interest of Skagit County. After the date and hour set for the opening of bids, no bidder may withdraw its bid unless the award of the contract is delayed for a period exceeding forty-five (45) calendar days following bid opening. All bidders agree to be bound by their bids until the expiration of this stated time period.

Skagit County ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from the federally assisted programs and activities. For questions regarding Skagit County's Title VI Program, you may contact Parks, Recreation & Fair, Brian Adams, at 360.416.1356.

The Board of Skagit County Commissioners reserves the right to reject any or all bids.

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Brian Adams, Director of Skagit County Park, Recreation & Fair

Posted at [www.skagitcounty.net/rfp](http://www.skagitcounty.net/rfp), and an Invitation to Bid was submitted to the contractors on the MRSC Small Works Roster Service Category: Structures; Sub-Category: Metal Pole Building Construction; Wood Frame Building Construction.

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## INFORMATION FOR BIDDERS

- Bidders must bid on all bid items contained in the Proposal.
- The omission or deletion of any bid item will be considered non-responsive and shall be cause for rejection of the bid.
- No questions will be accepted after 2:30 pm, Tuesday April 4, 2017.
- THE FOLLOWING FORMS MUST BE EXECUTED IN FULL **PRIOR TO SUBMITTAL OF THE BID**

### 1. STATEMENT OF BIDDER'S QUALIFICATIONS

This form must be filled in and signed. The Owner reserves the right to check all statements and to judge the adequacy of the Bidder's qualifications.

### 2. PROPOSAL

The lump sum or unit prices must be shown in the spaces provided. The execution date shall be indicated on the proposal and shall be verified after award of contract. The proposal must be signed.

### 3. BID BOND

The Bid bond must be executed by the Bidder and the Surety Company. The amount of the Bid Bond shall be not less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis.

### 4. REFERENCES

This form must be filled in and signed. The Owner reserves the right to check all references and to judge the adequacy of the Bidder's qualifications.

### 5. DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

The Disadvantaged Business Enterprise Utilization Certification and Written Confirmation forms must be filled in and signed.

- THE FOLLOWING FORMS ARE TO BE EXECUTED **AFTER THE CONTRACT IS AWARDED:**

### 1. CONTRACT

This agreement is to be executed by the successful bidder.

### 2. PERFORMANCE BOND

To be executed by the successful Bidder and his Surety Company.



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### **BIDDER'S CHECK LIST**

1. Has bid bond or certified check been enclosed with your bid?
2. Is the amount of the bid guaranty at least 5% of the total amount of the bid?
3. Has the proposal been properly signed?
4. Do written amounts of the proposal agree with the amounts shown in figures?
5. Have you bid on ALL ITEMS and ALL SCHEDULES?
6. Have you completed Statement of Bidder's Qualifications?
7. Have you completed the Reference sheet?
8. Have you completed the Surplus Material Disposal form?
9. Have you completed the Addenda Acknowledgement?
10. Have you completed the Subcontractor List?
11. Have you included the Non-Collusion Declaration and Local Agency Certification?
12. Have you completed the Local Agency Disadvantaged Business Enterprise Utilization Certification and Local Agency Disadvantaged Business Enterprise Written Confirmation?
13. Bid Proposal to be submitted in a sealed envelope marked "**BID ENCLOSED for SKAGIT COUNTY FAIRGROUNDS BUILDING 'F' RE-ROOFING**".

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**BID PROPOSAL**  
**SKAGIT COUNTY FAIRGROUNDS BUILDING 'F' RE-ROOFING**

The undersigned, hereinafter bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of Skagit County; and that the proposal is made without any connection or collusion with any other person making another proposal of this contract. The bidder declares that he or she has carefully examined the contract documents for the provision of project; that he or she has personally visited the sites; that he or she has satisfied himself or herself as to the quantities of work involved, including materials and the equipment and conditions of work involved, and including the fact that the description of the quantities of work and materials as included herein, is brief and intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal. The bidder declares that he or she has exercised his or her own judgment regarding the interpretations of the specifications and has utilized all data that he or she believes pertinent in arriving at his or her conclusions. The bidder agrees to hold his or her bid proposal open for forty-five (45) calendar days after the receipt of bids by the County. The bidder agrees that if this proposal is accepted, he or she will, within seven (7) calendar days after notification of acceptance, execute the contract with Skagit County in the form of contract included in the contract documents, and will, prior to the time of execution of the contract, deliver to Skagit County all Certificates of Insurance required therein, and will, to the extent of his or her proposals, furnish all machinery, tools, apparatus, and other means of construction, and do the work in the manner, in the time, and according to the methods specified in the contract documents as required by the Parks, Recreation & Fair Director.

The bidder further agrees, if awarded the contract, to achieve Completion of the work on or before 5:00 p.m. **June 30, 2017 in accordance with Special Provision Section 1-08.5.**

In the event the bidder is awarded the contract and fails to complete the work by the date specified above, liquidated damages shall be paid to the owner per the specifications contained in the contract documents.

The undersigned bids for complete construction of the following described project: **"SKAGIT COUNTY FAIRGROUNDS BUILDING 'F' RE-ROOFING"** and all other work all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

Note: Bidder agrees to perform all work described in the specifications and as shown on the plans for the following unit prices. Unit prices for all items, all extensions, and the total amount bid must be shown. All entries must be typed or entered in ink. A bid must be received for all items.

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**BID SCHEDULE**

ITEM	BID AMOUNT
Building 'F' Re-Roofing, Lump Sum	\$
Washington State Sales Tax (@ 8.5%):	\$
TOTAL:	\$

## BIDDER INFORMATION AND SIGNATURE

The bidder proposes to accept as full payment for the work proposed herein; the amount computed under the provisions of the contract documents.

The undersigned bid is for the following described project: **"SKAGIT COUNTY FAIRGROUNDS BUILDING 'F' RE-ROOFING."**

**TOAL BID AMOUNT \$** \_\_\_\_\_

### ADDENDA ACKNOWLEDGEMENT

By signing below, Bidder acknowledges receipt and understanding of the following Addenda to the Contract Provisions:

Addendum No.	Date of Receipt	Signature
1		
2		
3		
4		

Note: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and the Contracting Agency reserves the right to determine whether the bid will be disqualified.

Bid proposal to be submitted in a sealed envelope marked "**BID ENCLOSED SKAGIT COUNTY FAIRGROUNDS BUILDING 'F' RE-ROOFING**".

The party by whom this bid is submitted and by whom the contract will be entered into, in the event the award is made to this party, is:

_____ Contractor (Firm Name)	Washington State Contractor's Registration Number _____ Signature _____
_____ Address	_____ Name & Title (printed)
_____ Phone Number	_____ Date of Signing
Email _____	_____ Indicate whether contractor is partnership corporation, or sole proprietorship

**NOTE:** The County reserves the right to accept or reject any and all bids as determined by the Parks, Recreation & Fair Director and to include or not include any or all alternates. Final bid selection for award will be based on the Base Bid amount if the County rejects the alternate bid or the total cumulative total of the Base and Alternate Bid if the accepts the alternate bid to determine the low responsive bidder as determined by the County.



**BID BOND FORM**

KNOW ALL PERSONS BY THESE PRESENTS, that we:

\_\_\_\_\_  
(Insert full name and address of legal title of Contractor) as Principal, hereafter called Principal, and

\_\_\_\_\_  
(Insert full name and address of legal title of Surety), a corporation duly organized under the laws of the State of Washington as Surety, hereinafter called the Surety, are held and firmly bound unto Skagit County, Washington, as Obligee, hereinafter called the Obligee, in the sum of:

\_\_\_\_\_ Dollars  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Witness)

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

\_\_\_\_\_  
(Surety) (Seal)

\_\_\_\_\_  
(Witness)

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

A Joint Venture

By \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)

(Each joint venture partner must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

**END OF BID BOND FORM**

## STATEMENT OF BIDDER'S QUALIFICATIONS

Each Contractor bidding on work included in these Contract Documents shall prepare and submit the following data along with their bid.

1. Name of Bidder: \_\_\_\_\_

2. Business Address: \_\_\_\_\_

3. Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

4. How many years have you been engaged in the contracting business under the present firm name? \_\_\_\_\_

5. General character of work performed by your company:

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6. List recent contracts completed by your company, including date and approximately cost.

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7. List of major equipment:

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8. Bank References: \_\_\_\_\_

9. State of Washington Registration No. \_\_\_\_\_

10. Federal IRS Identification No. \_\_\_\_\_

11. Unified Business Identification (UBI) No. \_\_\_\_\_

12. Industrial Insurance Account No. \_\_\_\_\_

13. Employment Security Department No. \_\_\_\_\_

14. State Excise Tax Registration No. \_\_\_\_\_

I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of the project should I become the successful bidder.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

REFERENCES

List the last five construction jobs performed under the Firm Name listed on the Bid Proposal.

Owner's Name	Type of service provided
Contact Person	
Phone Number	Date of service

Owner's Name	Type of service provided
Contact Person	
Phone Number	Date of service

Owner's Name	Type of service provided
Contact Person	
Phone Number	Date of service

Owner's Name	Type of service provided
Contact Person	
Phone Number	Date of service

Owner's Name	Type of service provided
Contact Person	
Phone Number	Date of service

I hereby grant Skagit County the right to contact each firm for the purpose of verifying employment and performance of contract services.

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

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

Local Agency Name

Skagit County Parks,  
Recreation & Fair

Local Agency Address

PO Box 1326  
Mount Vernon, WA 98273

## Local Agency Subcontractor List

*Prepared in compliance with RCW 39.30.060 as amended*

### To Be Submitted with the Bid Proposal

Project Name: **SKAGIT COUNTY FAIRGROUNDS BUILDING 'F' RE-ROOFING**

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the project includes one or more categories of work referenced in RCW 39 30 060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name

Work to be Performed

Subcontractor Name

Work to be Performed

Subcontractor Name

Work to be Performed

\* Bidders are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc. are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

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

## **NON-COLLUSION DECLARATION**

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

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

## **NOTICE TO ALL BIDDERS**

To report rigging activities call:

**1-800-424-9071**

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

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

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# CONTRACT DOCUMENTS

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## VENDOR SERVICES AGREEMENT

Skagit County, through the Department of Parks, Recreation and Fair, (hereinafter referred to as County) and \_\_\_\_\_ (hereinafter referred to as Contractor), for and in consideration of the mutual benefits do hereby agree as follows:

1. Contractor will provide the following service/products at such time and in such manner as described in these documents, which shall generally involve the removal and replacement of the existing roof on Building "F" at the Skagit County Fairgrounds.
2. County will compensate Contractor a maximum of \$\_\_\_\_\_, chargeable to GL expenditure code(s) #\_\_\_\_\_.
3. The parties agree that Contractor is an independent contractor, and not an employee nor agent of Skagit County. Contractor hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that Contractor is an employee of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor. Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Contractor represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.
4. Defense & Indemnity Agreement:  
  
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
5. This Contract shall commence on and continue until either party terminates by giving 30 days' notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested to the party's last known address, but in no event shall the contract continue for more than one year from date of execution.

6. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.
7. The Contractor will secure, at his own expense, all personnel required in performing said services under this Contract. Contractor shall be personally liable for applicable payroll, labor and industries premiums and all applicable taxes and shall hold County harmless therefrom.
8. The Contractor shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. A certificate of insurance naming the County, its elected officials, and employees as additional insured's and naming the County as a certificate holder shall accompany this Contract for signing. Thirty (30) days' written notice to the County of cancellation of the insurance policy is required. No contract shall form until and unless a copy of the certificate of insurance, in the amount required, is attached hereto as set forth in "**Exhibit "B"**". The contractors insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractors insurance and shall not contribute to it.
9. Prevailing Wages:

Contractor and subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

10. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

Mailing Address:

Telephone No. \_\_\_\_\_

Fed. Tax ID # \_\_\_\_\_

Contractor Lic. #.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

\_\_\_\_\_  
Ron Wesen, Chair

\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

Attest:

\_\_\_\_\_  
Lisa Janicki, Commissioner

\_\_\_\_\_  
Clerk of the Board

Recommended:

\_\_\_\_\_  
Department Head  
Approved as to form:

\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

\_\_\_\_\_  
Risk Manager

Approved as to budget:

\_\_\_\_\_  
Budget & Finance Director

## **EXHIBIT "A"**

### **SCOPE OF WORK**

The Contractor shall provide the following services and perform the following activities:

#### **BUILDING 'F' RE-ROOFING:**

Remove and replace metal roofing on Building 'F' (approximately 112'x54'), including haul and disposal. Other items shall include:

- Install 5/8" CDX plywood over rafters
- Install vapor barrier
- Pipe flashings
- Ridge vent and cap
- Flapper vents
- Flashing on all roof penetrations
- End-wall and Side-wall flashing

Gutters shall be preserved, and cleaned at the completion of the work. All scraps, materials, litter and trash shall be removed. Disturbances to lawn areas and/or landscaping will be repaired to a condition equal to or better than prior to construction.

Roofing shall be 26-gauge Snap-Lock metal roofing. Roofing color shall be selected by the Owner.

**EXHIBIT "B"**

**PROOF OF INSURANCE**

The Contractor shall provide proof of insurance for Commercial General Liability or Professional Liability in the amount of \$1,000,000.00 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. Contractors insurance shall be primary.

The type of insurance required by this Agreement is marked below.

1) Commercial General Liability Insurance

Certificate Holder – Skagit County

**The Certificate must name the County as additional insured:**

**Skagit County, its elected officials, employees and agents are named as additional insured.**

Thirty (30) days written notice of cancellation of the insurance policy shall be provided to the County.

2) Professional Liability

Certificate Holder – Skagit County

Thirty (30) days written notice to the County of cancellation of the insurance policy

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.

3) Insurance is waived

Date: \_\_\_\_\_  
Risk Manager



**SKAGIT COUNTY  
PARKS, RECREATION & FAIR PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that [CONTRACTOR NAME] as principal, and [SURETY NAME] , a corporation organized and existing under and by virtue of the laws of \_\_\_\_\_ as surety and licensed to do business within the State of Washington, as surety are held and firmly bound under Skagit County, State of Washington, in the full sum of (\$\_\_\_\_\_) \_\_\_\_\_ Dollars lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of the obligation are such that

WHEREAS, the principal has entered into an agreement in writing with Skagit County dated \_\_\_\_\_ 2017 for the **“SKAGIT COUNTY FAIRGROUNDS BUILDING ‘F’ RE-ROOFING”** according to the terms, conditions, and covenants specified in the agreement including all of the contract documents therein referred to, which are hereby referred to and made a part hereof as fully and completely as thought forth in detail herein; and

WHEREAS, it is understood and a part of the consideration for this obligation that Skagit County shall have the right to sue on this bond in its own name to recover for any loss, injury, damage, or liability whatsoever sustained or incurred by it, by reason of any breach of the contract documents, or of any provision in this bond; and

WHEREAS, suit on this bond if brought for breach of performance by principal as to a condition hereof (including any condition or performance responsibility incorporated by reference), such action may be commenced against both the principal and surety as joint and several obligator, with or without prior notice of such breach of performance by principal having been given to surety;

NOW, THEREFORE, if the principal shall well, truly and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions, and agreements of said contract during the period of the original contract, and any extension thereof that may be granted by Skagit County, with or without notice to the surety, and during the life of any guarantee required under the contract and shall also well and truly perform and fulfill all of the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived; and furthermore, shall pay all laborers, mechanics and subcontractors and materialmen, and all persons who shall supply such person or persons, and such principal or subcontractors with the provisions and supplies for the carrying on of such work, shall indemnify and save harmless Skagit County from all cost and damage by reason of the principal's default or failure to do so and shall pay the State of Washington sales and use taxes and the amounts due said state pursuant to Titles 50 and 51 of the Revised Code of Washington.

IT IS FURTHER DECLARED AND AGREED that nothing of any kind or nature whatsoever that will not discharge the principal, shall operate as a discharge or release of liability of the surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding.

SEALED AND DATED: \_\_\_\_\_

PRINCIPAL

By: \_\_\_\_\_

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

SURETY

By: \_\_\_\_\_

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

STATE OF WASHINGTON       )  
  ) ss  
COUNTY OF SKAGIT       )

On this day personally appeared before me \_\_\_\_\_, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_ day \_\_\_\_\_ of 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,

Residing in \_\_\_\_\_

STATE OF WASHINGTON       )  
  ) ss  
COUNTY OF SKAGIT       )

On this day personally appeared before me \_\_\_\_\_, to me known to be the attorney-in-fact of the \_\_\_\_\_ Company, a surety, that executed the within and foregoing instrument, and acknowledged the said corporation for the purposes therein mentioned, and an oath, stated that he was authorized to execute said instrument on behalf of said surety, and the seal affixed thereto is the corporate seal of said surety corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_ day \_\_\_\_\_ of 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,

Residing in \_\_\_\_\_

*Note: If attorney-in-fact signs for surety, a certified copy of the Power of Attorney must be attached.*

# **PREVAILING WAGE RATES**

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## JOURNEYMAN WAGE RATES

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
Skagit	Laborers	Caulker	\$45.25	7A	3I	
Skagit	Laborers	Clean-up Laborer	\$45.25	7A	3I	
Skagit	Laborers	Demolition: Wrecking & Moving (incl. Charred Material)	\$45.25	7A	3I	
Skagit	Laborers	General Laborer	\$45.25	7A	3I	
Skagit	Laborers	Scaffold Erector	\$45.25	7A	3I	
Skagit	Roofers	Journey Level	\$31.84		1	
Skagit	Sheet Metal Workers	Journey Level (Field or Shop)	\$61.20	7F	1E	

## APPRENTICE WAGE RATES

Step	Occupation	Begin Hours	End Hours	Apprentice Wage	Holiday	Overtime
Step 1	Roofer	1	1000	\$19.13		<u>1</u>
Step 2	Roofer	1001	2000	\$21.36		<u>1</u>
Step 3	Roofer	2001	3000	\$23.60		<u>1</u>
Step 4	Roofer	3001	4000	\$25.84		<u>1</u>
Step 5	Roofer	4001	5000	\$29.61		<u>1</u>
Step 1	Laborer/Western WA/Registered Prior to 6/1/2012	1	1000	\$31.48	<u>7A</u>	<u>3I</u>
Step 2	Laborer/Western WA/Registered Prior to 6/1/2012	1001	2000	\$34.92	<u>7A</u>	<u>3I</u>
Step 3	Laborer/Western WA/Registered Prior to 6/1/2012	2001	3000	\$38.37	<u>7A</u>	<u>3I</u>
Step 4	Laborer/Western WA/Registered Prior to 6/1/2012	3001	4000	\$41.81	<u>7A</u>	<u>3I</u>
Step 1	Laborer/Western WA/Registered On or After 6/1/2012	1	1000	\$31.48	<u>7A</u>	<u>3I</u>
Step 2	Laborer/Western WA/Registered On or After 6/1/2012	1001	2000	\$34.92	<u>7A</u>	<u>3I</u>
Step 3	Laborer/Western WA/Registered On or After 6/1/2012	2001	3000	\$38.37	<u>7A</u>	<u>3I</u>
Step 4	Laborer/Western WA/Registered On or After 6/1/2012	3001	4000	\$40.09	<u>7A</u>	<u>3I</u>
Step 5	Laborer/Western WA/Registered On or After 6/1/2012	4001	5000	\$41.81	<u>7A</u>	<u>3I</u>
Step 6	Laborer/Western WA/Registered On or After 6/1/2012	5001	6000	\$43.53	<u>7A</u>	<u>3I</u>

**SPECIFICATIONS  
AND  
AMENDMENTS TO THE STANDARD  
SPECIFICATIONS**

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## INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2016 Standard Specifications for Road, Bridge, and Municipal Construction.

### AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

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

#### Section 1-02, Bid Procedures and Conditions

##### 1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

##### 1-02.1 Qualifications of Bidder

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

##### 1-02.2 Plans and Specifications

*(June 27, 2011 APWA GSP)*

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Contract Provisions	2	Furnished automatically upon award.
An electronic version of the plans and specifications will be provided to the Contractor upon request, in PDF format.		



### **1-02.4(1) General**

The first sentence of the last paragraph is revised to read:

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business not less than FOUR BUSINESS DAYS preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

### **1-02.5 Proposal Forms**

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's D/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

### **1-02.6 Preparation of Proposal**

*(June 27, 2011 APWA GSP)*

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last paragraph, and replace it with the following:

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any D/M/WBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any D/W/MBE requirements are to be satisfied through such an agreement.

#### **1-02.7 Bid Deposit**

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

#### **1-02.9 Delivery of Proposal**

The section is revised to read:

Proposals shall be delivered at the place and time listed in the Call for Bids.

The Contracting Agency will not open or consider any Proposal when the Proposal or Bid deposit is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals unless an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

### **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

### **1-02.12 Public Opening of Proposals**

Delete this section and replace it with the following:

Proposals will be opened and publicly read at the time indicated in the Call for Bids, after the deadline(s) for submitting all elements of the Bid Proposal, unless the Bid opening has been delayed or canceled. Bidders, their authorized agents, and other interested parties are invited to be present.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be opened at the time indicated in the call for Bids the time specified for opening of Proposals will be deemed to be extended to the same time of day on the first work day on which the normal work processes of the Contracting Agency resume.

### **1-02.13 Irregular Proposals**

Revise item 1 to read:

1. A proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
  - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;

- d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
- e. A price per unit cannot be determined from the Bid Proposal;
- f. The Proposal form is not properly executed;
- g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
- h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
- i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
- j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
- k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
- l. More than one proposal is submitted for the same project from a Bidder under the same or different names.

## **Section 1-03, Award and Execution of Contract**

### **1-03.1(1) Identical Bid Totals**

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal. two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid are eligible to draw.

### **1-03.3 Execution of Contract**

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by

Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

**1-03.7 Judicial Review**  
(July 23, 2015 APWA GSP)

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of Skagit County.

**Section 1-04, Scope of the Work**

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

The following new paragraph is inserted before the second to last paragraph:

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Bid advertisement date, unless otherwise stated or as required by law.

**1-04.3 Reference Information**

This section is supplemented with the following new sentence:

If a document that is provided as reference information contains material also included as a part of the Contract, that portion of the document shall be considered a part of the Contract and not as Reference Information.

## **Section 1-05, Control of Work**

### **1-05.7 Removal of Defective and Unauthorized Work**

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

### **1-05.11 Final Inspection**

Delete this section and replace it with the following:

#### **1-05.11 Final Inspections and Operational Testing**

##### **1-05.11(1) Substantial Completion Date**

The Contractor shall begin work no earlier than Monday May 15, 2017 and complete all of the work on Building 'F', on or before Friday June 30, 2017.

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will

schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

#### **1-05.11(2) Final Inspection and Physical Completion Date**

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

#### **1-05.11(3) Operational Testing**

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable facility. Therefore when the work involves the installation of

machinery or other mechanical equipment; lighting or electrical distribution; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

#### **1-05.13 Superintendents, Labor and Equipment of Contractor**

Delete the sixth and seventh paragraphs of this section.

### **Section 1-07, Legal Relations and Responsibilities to the Public**

#### **1-07.1 Laws to be Observed**

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall



apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

**1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax**

The last three sentences of the first paragraph are deleted and replaced with the following new sentence:

The Contractor (Prime or Subcontractor) shall include sales or use tax on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project, in the unit bid prices.

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

The second sentence of the first paragraph is deleted.

The first sentence of the second paragraph is revised to read:

The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other materials defined in Chapter 447 of the WSDOT Environmental Manual M 31-11.

Item number four of the fourth paragraph (up until the colon) is revised to read:

4. **Potential Spill Sources** – Describe each of the following for all potentially hazardous materials brought or generated on-site, including but not limited to materials used for equipment operation, refueling, maintenance, or cleaning:

The first sentence of item 7e of the fourth paragraph is revised to read:

BMP methods and locations where they are used to prevent discharges to ground or water during mixing and transfer of hazardous materials and fuel.

The last paragraph is deleted.

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

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

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

## **Section 1-08, Prosecution and Progress**

Add the following new section:

### **1-08.0 Preliminary Matters**

Add the following new section:

#### **1-08.0(1) Preconstruction Conference**

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

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

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

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

#### **1-08.1 Subcontracting**

The second sentence of the second to last paragraph is revised to read:

Whenever the Contractor withholds payment to a Subcontractor for any reason including disputed amounts, the Contractor shall provide notice within 10 calendar days to the Subcontractor with a copy to the Contracting Agency identifying the reason for the withholding and a clear description of what the Subcontractor must do to have the withholding released.

The fourth sentence of the second to last paragraph is revised to read:

The Monthly Payment Summary shall include all Subcontractors that performed work that was paid on the progress estimate by the Contracting Agency.

#### **1-08.1(1) Prompt Payment, Subcontract Completion and Return of Retainage Withheld**

In item number 5 of the first paragraph, "WSDOT" is revised to read "Contracting Agency".

The last sentence in item number 11 of the first paragraph is revised to read:

The Contractor may also require any documentation from the Subcontractor that is required by the subcontract or by the Contract between the Contractor and Contracting Agency or by law such as affidavits of wages paid, and material acceptance certifications to the extent that they relate to the Subcontractor's Work.

Item number 12 of the first paragraph is revised to read:

12. If the Contractor fails to comply with the requirements of the Specification and the Subcontractor's retainage or retainage bond is wrongfully withheld, the Contractor will be subject to the actions described in No. 7 listed above. The Subcontractor may also seek recovery against the Contractor under applicable prompt pay statutes in addition to any other remedies provided for by the subcontract or by law.

#### **1-08.4 Prosecution of Work**

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

##### **1-08.4 Notice to Proceed and Prosecution of Work**

Notice to Proceed will be given after the Contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the Contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

#### **1-08.5 Time for Completion**

This section shall be revised to read as follows:

No specific number of Working Days or Calendar Days is specified for completion of the work.

- Work shall begin no sooner than Monday May 15, 2017.
- The Contractor shall achieve completion of Building "F" construction on or before Friday June 30, 2017.

## **Section 1-09, Measurement and Payment**

### **April 4, 2016**

#### **1-09.6 Force Account**

The second sentence of item number 4 is revised to read:

A "specialized service" is a work operation that is not typically done by worker classifications as defined by the Washington State Department of Labor and Industries and by the Davis Bacon Act, and therefore bills by invoice for work in road, bridge and municipal construction.

#### **1-09.11 Disputes and Claims**

##### **1-09.11(3) Time Limitation and Jurisdiction**

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.05 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

## **DIVISION 6 – STRUCTURES**

### **Section 6-03, Steel Structures**

#### **6-03.1 Description**

This section is revised to read as follows:

This Work consists of furnishing, fabricating, installing and final cleaning of metal roofing and other associated elements.

All work on this project shall conform to all applicable codes, regulations, plans and specifications, and generally accepted industry standards and practices for the work to be performed.

#### **6-03.5 Payment**

This section is revised to read as follows:

The lump sum payment for “Building ‘F’ Re-Roofing, Lump Sum” shall be full compensation for all labor, materials, tools and equipment necessary for the design, permitting, fabrication, delivery, assembly and/or construction, testing, removal of existing building elements, and clean-up.