

# SKAGIT COUNTY



## PAVING MAINTENANCE FAIRGROUNDS/SKAGIT PLAYFIELDS

# PROJECT MANUAL

### Project Manager



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**August 22<sup>nd</sup>, 2022**

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END OF SECTION

SECTION 00 10 00  
BIDDER'S CHECKLIST

PART 1 - THIS BIDDER CHECKLIST IS PROVIDED FOR THE CONVENIENCE OF THE BIDDERS. THIS LIST MAY NOT INCLUDE ALL BIDDER RESPONSIBILITIES. IT DOES NOT RELIEVE BIDDERS FROM RESPONSIBILITY FOR SUBMITTING FULLY COMPLIANT BIDS FOR THIS PROJECT. SKAGIT COUNTY DOES NOT ASSUME ANY LIABILITY FOR BIDDER COMPLIANCE WITH BID REQUIREMENTS BY PROVIDING THIS CHECKLIST.

**1.1 BID PROPOSAL FORM**

- A. Ensure that the Bid Proposal Form Section 00 41 00 is completed filled out, signed and notarized. Show bid price in both words and numerals, and unit prices for every bid item, if applicable.
- B. Ensure that all Addenda are acknowledged on the Bid Proposal Form.
- C. Ensure that Bid Proposal Form DOES NOT CONTAIN any unauthorized addition, deletion, alternate bid, or condition.
- D. Ensure that the Bid Proposal Form is properly executed by the official authorized to represent the Bidder.
- E. Refer to Section 00 15 30 Bidders Responsibility Criteria for documents to be submitted before bid, with bid and/or after bid opening date.
- F. The General Contractor awarded the contract is responsible for obtaining additional sets of construction documents as deemed necessary by the Contractor for use during the project. Bidders are advised to consider this cost when preparing their bid.

**1.2 ATTACHMENTS TO THE BID PROPOSAL FORM**

- A. Enclose with the Bid Proposal Form the Bid Guaranty for not less than 5% of the base bid amount.
- B. Bid Bond Security Form: This form is to be executed by the bidder and the surety company unless bid accompanied by a certified check. The amount of this bond shall not be less than five (5%) percent of the total amount of the bid and may be shown in dollars or on a percentage basis.
- C. Enclose with the Bid Proposal Form the "Supplemental Bidder Responsibility – Declaration of Bidder" form Section 00 15 30, signed and notarized.
- D. Enclose with the Bid Proposal Form the "Certification Regarding Debarment Suspension or Ineligibility" form, signed.

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

- A. CONTRACT: This agreement to be executed by the successful bidder.

- B. PERFORMANCE BOND: One hundred percent of the Contract Price to be executed by the successful bidder and his surety company. The surety on such bonds shall be a duly authorized surety company satisfactory of the Owner.
- C. RETAINAGE INVESTMENT OPTION: This agreement to be executed by the successful bidder.
- D. MANDATORY BIDDER RESPONSIBILITY CHECKLIST and SUBCONTRACTOR RESPONSIBILITY CHECKLIST.
- E. CONTRACTOR'S CERTIFICATION: Concerning Labor Standards and Prevailing Wage Requirements. Submit Statement of Intent to Pay Prevailing Wages. (Form F 700-029-000, available at Offices of Washington State Department of Labor and Industries).

END OF SECTION

SECTION 00 10 10  
BID INVITATION

**SKAGIT COUNTY PARKS  
PAVING MAINTENANCE  
FAIRGROUNDS/SKAGIT PLAYFIELDS**

**NOTICE IS HEREBY GIVEN** that bids will be received on Monday, September 12<sup>th</sup>, 2022 until 2:45pm at the Skagit County Parks Department, 1730 Continental Place, Mount Vernon, Washington 98273. Bids must be received prior to the bid opening time. Bid Proposals will be recorded as to time and date received and secured until the time set for the opening. All bids must be *plainly identified as:*

**Skagit County Parks  
PAVING MAINTENANCE FAIRGROUNDS/SKAGIT PLAYFIELDS**

**ITEM FOR BID:**

The project consists of the removal of existing asphalt paving and installation of new asphalt paving at the Skagit County Fairgrounds and the Skagit Playfields. The estimate is \$90,000 for the Fairgrounds and \$195,000 for the Playfields site not including Washington State Sales Tax.

**TIME OF COMPLETION:**

It is the Owner's intent to have both sites completed in 2022, however due to the possibility of supply chain issues and subject to weather, the Undersigned agrees, if awarded the Contract and after the Notice to Proceed, to substantially complete the project by March 31<sup>st</sup>, 2023.

**BID DOCUMENTS/NON-MANDATORY BID MEETING:**

Bid documents are contained herein as sent to the pre-selected respective bidder(s).

A non-mandatory pre-bid conference for prospective bidders will be held on site Tuesday, August 30<sup>th</sup>, 2022. The meeting will take place at 9:00 a.m. at the project site address 1410 Virginia Street for the fairgrounds site. The meeting will then move to the Skagit Valley Playfields site located at 2700 Martin Road Mount Vernon, WA.

Technical questions regarding the project must be submitted by email to Peter Carletti [peter@carlettiarchitects.com](mailto:peter@carlettiarchitects.com). Questions must be received by Monday, September 5<sup>th</sup>, 2022. Carletti Architects will provide a confirmation of the question(s) receipt within 24 hours; if a bidder does not receive such confirmation it is solely responsible to re-send the question(s). Owner's responses will be provided to all bidders by addendum. No oral responses from the Owner or its representatives may be relied upon by bidders.

The Successful Bidder will be required to furnish the necessary additional Bond(s) for the faithful performance of the Work, as prescribed in the Bidding Documents.

**CONTRACTOR REGISTRATION:**

Pursuant to RCW 39.06, the Bidder shall be registered and licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

In order to perform public work, the successful Bidder and Subcontractors, prior to Contract award, shall hold or obtain such licenses and registrations as required by State Statutes and Codes, and Federal and local laws and regulations.

**BIDDER RESPONSIBILITY CRITERIA**

To be considered a responsible bidder, the Bidder and the Bidder's subcontractors must meet the Bidder responsibility criteria and supplemental bidder responsibility criteria described in Section 00 15 30 of the Project Manual. By submitting a bid, the bidder confirms it has read, understands and meets the responsibility criteria. The bidder also confirms it has included those items required to be submitted with the bid as noted in said Section and will provide the additional items within 4 days of the bid opening as required by said Section.

**RIGHT TO ACCEPT OR REJECT:**

The Owner shall reserve the right to reject any or all proposals and the right but not obligated to waive any irregularities or informalities in any proposal, subject to the Laws of the State of Washington as pertinent to Public Works and congruent with requirements and policies of Skagit County, and as may be deemed in the best interest of the Owner. In particular, the Owner reserves the right to reject a proposal which is not accompanied by the required bid security or subcontractors listing as described heretofore, and incomplete or irregular proposals which may exclude any item(s) as may be required by the Bid Documents. NO PROPOSALS WILL BE ACCEPTED AFTER THE TIME SET FOR RECEIPT OF BID PROPOSALS.

Skagit County is an Equal Opportunity and Affirmative Action Employer.

Small, Minority and Women-Owned firms are encouraged to submit bids.

**WITHDRAWAL OF BID:**

No proposal may be withdrawn after the time set for the opening thereof, unless the Award of the Contract is delayed for a period of thirty (30) calendar days.

SECTION 00 15 30  
BIDDER RESPONSIBILITY CRITERIA

**Bidder Responsibility Criteria**

It is the intent of the Owner to award a contract to the low responsible bidder. In determining the bidder's responsibility, the Owner shall consider an overall accounting of the items listed below. The bidder must submit the following information demonstrating that they meet the below listed criteria. During the bidding period, a potential bidder who believes that the Supplemental Bidder Responsibility Criteria will exclude them from bidding may request (within 10 days of the bid opening) the Owner to consider modifying the criteria. The Owner shall evaluate any such requests, and if a decision is made by the Owner to modify the criteria, such modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents.

**1-02 Bid Procedures and Conditions**

**1-02.1 Qualifications of Bidder**

- A. Bidders must meet the minimum qualifications of RCW 39.04.350, as amended:  
"Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:
- (a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
  - (b) Have a current Washington State unified business identifier (UBI) number;
  - (c) If applicable, have industrial insurance (worker's compensation) coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a Washington State excise tax registration number as required in Title 82 RCW; and
  - (d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
  - (e) If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation; and
  - (f) Until December 31, 2013, not have violated RCW 39.04.370 more than one time as determined by the department of labor and industries.
- B. In addition to the bidder responsibility criteria above, the bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project:
- a. The Bidder or Bidder's subcontractors shall not currently be debarred or suspended by the Federal government. The Bidder or Bidder's subcontractors shall not be listed as a current debarred or suspended bidder on the U.S. General Services Administration's "Excluded Parties List System" website. Bidder debarment or suspension status may be verified through this website: <http://www.epls.gov/>. The Owner may also use other sources of information that may be available to otherwise determine whether the Bidder is in compliance with this criterion.

- b. The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue, without a payment plan approved by the Washington State Department of Revenue. The Bidder shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List", which may be verified at the following website: <http://dor.wa.gov/content/fileandpataxes/latefiling/dtlwest.aspx>. The Owner may also use other sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.
- c. The Bidder shall not have been convicted of a crime involving bidding on a public works contract within five (5) years prior to the bid submittal deadline. The Bidder shall provide a duly executed sworn statement (on the included form, or on a form otherwise determined to be acceptable by the Owner), that the Bidder has not been convicted of a crime involving bidding on a public works contract. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.
- d. The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established written procedure which the Bidder uses to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" contractors as defined per RCW 39.06.020. The Bidder shall submit a copy of its standard subcontract form for review by the Owner, a written description of the Bidder's procedure for validating the responsibility of the subcontractors with which the Bidder contracts, and a duly executed sworn statement (on the included form, or in a form otherwise determined to be acceptable by the Owner) that the Bidder has properly made a determination of responsibility for all subcontractors for the project. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.
- e. The Bidder shall not have a record of prevailing wage complaints filed against the Bidder within five (5) years prior to the bid submittal date that demonstrates a pattern of failing to pay workers prevailing wages, unless there are extenuating circumstances that are acceptable to the Owner. The Bidder shall submit a list of prevailing wage complaints filed against it within five (5) years of the bid submittal date along with a written explanation of each complaint, and how it was resolved. The Owner shall evaluate the explanations provided by the Bidder (and the resolution of each complaint) to determine whether the complaints demonstrate a pattern of the Bidder failing to pay its workers prevailing wages as required. The Owner may also evaluate complaints filed within the time period specified that were not reported by the Bidder. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.
- f. The Bidder shall not have had any public works contract terminated for cause by a government agency during the five (5) year period immediately preceding the bid



submittal deadline for the project, unless there are extenuating circumstances acceptable to the Owner. The Bidder shall provide a duly executed sworn statement (on the included form, or in a form otherwise determined to be acceptable by the Owner), that the Bidder has not had any public works contract terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal deadline for the project. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.

- g. The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects within three (3) years of the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances which are acceptable to the Owner. The Bidder shall submit a list of all public works projects that the Bidder has completed within the previous three (3) years prior to the bid submittal date, and include for each project the following information:
  - i. The owner for each public works project, and contact information for each owner.
  - ii. A list of claims filed against the retainage and/or payment bond(s) for each of the public works project.
  - iii. A written explanation of the circumstances surrounding each claim against the retainage and/or payment bond(s), and an explanation as to the ultimate resolution of each claim.

The Owner may contact other previous owners to validate the information provided by the Bidder. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.
- h. The Bidder shall have been duly incorporated and actively doing business in the State of Washington for a minimum of at least five (5) years prior to the bid submittal date. The Bidder shall provide the Owner with an adequate documentation confirming that the Bidder has been duly incorporated and actively doing business in the State of Washington for a minimum of at least five (5) years prior to the bid submittal date, including, but not necessarily limited to, documentation from the Washington State Secretary of State's Office. Such documentation shall include, but is not necessarily limited to, a copy of the Bidder's Certificate of Existence / Authorization, a copy of the Bidder's Certificate of Incorporation / Formation / Authority, a certified copy of the Bidder's Original Registration Document (i.e., Articles of Incorporation, Certificate of Authority, Certificate of Formation, or Foreign Limited Liability Registration), and any other supporting information or documentation as may otherwise be requested by the Owner (including, but not necessarily limited to, copies of the Bidder's business licenses and contractor's licenses for the previous five [5] years prior to the bid submittal date). The Owner may also use other sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.
- i. Within two (2) years prior to the bid submittal date the Bidder shall not have received any willful safety violations, and the Bidder shall not have received more than two (2) serious safety violations (i.e., WISHA / OSHA written citations) from the Washington

State Department Labor & Industries or analogous agency with jurisdiction in the location the work was performed, regardless of whether such willful and/or serious safety violations have been abated or not. The Bidder shall provide Owner with a list of any and all willful and/or serious safety violations (i.e., WISHA / OSHA written citations) from the Washington State Department Labor & Industries (or analogous agency with jurisdiction in the location the work was performed), regardless of whether such willful and/or serious safety violations have been abated or not. The Owner may verify such information provided with the Washington State Department Labor & Industries or analogous agency with jurisdiction in the location the work was performed. The Owner may also use other sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.

- j. Within five (5) years prior to the bid submittal date the Bidder shall have successfully completed at least two other projects of a similar scope as required by the contract documents for this project. The project must have had a total construction cost of at least three hundred thousand dollars (\$300,000). In evaluating whether the other project(s) was/were "successfully completed," the Owner may verify previous owner references for the previous project(s), and may evaluate the previous owner's assessment of the Bidder performance, including but not limited to the following areas:
  - i. Quality control;
  - ii. Safety record;
  - iii. Timeliness of performance;
  - iv. Use of skilled personnel;
  - v. Management of subcontractors;
  - vi. Availability of and use of appropriate equipment;
  - vii. Compliance with contract documents;
  - viii. Management of submittals process, change orders, and close-out.
  - ix. Construction within occupied area.
- C. The Bidder must supply and provide the forgoing described bidder responsibility information, documentation, and materials to the satisfaction of the Owner. If the Bidder fails to supply the required bidder responsibility documentation, information, or materials, then Bidder may be determined by the Owner to be non-responsive, and the bid may be rejected on this basis. If the Owner determines the bidder does not meet the bidder responsibility criteria above and is therefore not a responsible bidder, the Owner shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within twenty four (24) hours of receipt of the Owner's determination by presenting additional written information to the Owner. The Owner will consider the additional information before issuing its final determination. If the Owner's final determination affirms that the bidder is not responsible, the Owner will not execute a contract with any other bidder until two (2) business days after the bidder determined to be not responsible has received the final determination. Please note that the above-described information, materials, and documentation requested by the Owner for purposes of determining Bidder responsibility is not necessarily exclusive, and the Owner expressly reserves the right to request additional information, materials, and documentation as may be determined to be necessary or desirable by the Owner in order to evaluate and determine Bidder's compliance with the above-described bidder responsibility criteria. At all times, the Owner may also use other sources of information that may be available to otherwise determine whether the Bidder is in compliance with the forgoing bidder responsibility criteria.

D. If Owner determines the bidder does not meet the bidder responsibility criteria in paragraph C above and therefore is not a responsible bidder, the Owner shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Owner's determination by presenting additional information to the Owner. The Owner will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the Owner will not execute a contract with any other bidder until two business days after the bidder determined to not be responsible has received final determination.

E. SUBCONTRACTOR RESPONSIBILITY

- A. The 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 Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
  - a. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  - b. Have a current Washington Unified Business Identifier (UBI) number;
  - c. If applicable, have:
    - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required by Title 51 RCW;
    - ii. A Washington Employment Security Department number, as required in Title 50 RCW;
    - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
    - v. An elevator contractor license, if required by Chapter 70.87 RCW.
    - vi. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

**F. SUPPLEMENTAL BIDDER RESPONSIBILITY - DECLARATION OF BIDDER**

In accordance with the Contract Provisions and Plans all Bidders must provide the following sworn statement relevant to the supplemental bidder responsibility applicable to the project.

Name of Bidder: \_\_\_\_\_

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

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

E-Mail: \_\_\_\_\_

I, \_\_\_\_\_, the undersigned declarant, as the duly authorized representative on behalf of \_\_\_\_\_ (herein the "Bidder") hereby make this declaration on the basis of facts within the scope of my first hand knowledge and authority to which I am competent to testify:

1. I hereby certify, swear, and affirm under penalty of perjury, that the Bidder has not been convicted of a crime involving bidding on a public works contract within the five (5) year period immediately preceding the bid submittal deadline for the project; and
2. I hereby certify, swear and affirm under penalty of perjury, that as of the date of this declaration (below), that the Bidder has hereby made a proper determination of bidder responsibility for all subcontractors for the project in accordance with the terms of RCW 39.06, RCW 39.04.350, and in accordance with the terms of the Bidder's written procedure for validating the responsibility of all subcontractors for the project with which the Bidder contracts; and
3. I hereby certify, swear and affirm under penalty of perjury, that the Bidder, has not had any public works contract terminated for cause by any State, Federal, or local government agency during the five (5) year period immediately preceding the bid submittal deadline for the project.

Signed under penalty of perjury under the laws of the State of Washington this \_\_\_\_\_ day of \_\_\_\_\_ 2022, at \_\_\_\_\_, Washington.

Name of Bidder: \_\_\_\_\_

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

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

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

STATE OF WASHINGTON }  
COUNTY OF \_\_\_\_\_ } ss.

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was duly authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(SEAL)

\_\_\_\_\_  
Notary Public  
print name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

END OF SECTION

**This form is to be submitted by all bidders with their bid**

G. **CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY:**

The Contractor certifies by signing this Agreement that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this contract by any federal department or agency. Further, Contractor agrees not to enter into any arrangements or contracts related to this contract with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" at <http://epls.arnet.gov/>.

**CONTRACTOR:**

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Date

Federal Tax ID# \_\_\_\_\_  
Contractor Lic.# \_\_\_\_\_

**This form is to be submitted by all bidders with their bid**

### **Summary of required submittals**

#### **1-02.1, B., d.**

.....”The Bidder shall **submit a copy of its standard subcontract form for review by the Owner, a written description of the Bidder’s procedure for validating the responsibility of the subcontractors with which the Bidder contracts**, and a duly executed sworn statement (on the included form, or in a form otherwise determined to be acceptable by the Owner) that the Bidder has properly made a determination of responsibility for all subcontractors for the project....”

**The information above is to be submitted by all bidders if selected as the general contractor.**

#### **1-02.1, B., e.**

“.....The Bidder shall submit a list of prevailing wage complaints filed against it within five (5) years of the bid submittal date along with a written explanation of each complaint, and how it was resolved....”

**The information above is to be submitted by the bidder if applicable. If no complaints have been filed against the bidder, so state on paper, reference this section and submit if selected as the general contractor.**

#### **1-02.1, B., g.**

“.....The Bidder shall submit a list of all public works projects that the Bidder has completed within the previous three (3) years prior to the bid submittal date, and include for each project the following information:

- x. The owner for each public works project, and contact information for each owner.
- xi. A list of claims filed against the retainage and/or payment bond(s) for each of the public works project.
- xii. A written explanation of the circumstances surrounding each claim against the retainage and/or payment bond(s), and an explanation as to the ultimate resolution of each claim...”

**The information above is to be submitted by the bidder if applicable. If no complaints have been filed against the bidder, so state on paper, reference this section and submit if selected as the general contractor.**

**1-02.1, B., h.**

“....The Bidder shall provide the Owner with adequate documentation confirming that the Bidder has been duly incorporated and actively doing business in the State of Washington for a minimum of at least five (5) years prior to the bid submittal date, including, but not necessarily limited to, documentation from the Washington State Secretary of State’s Office. Such documentation shall include, but is not necessarily limited to, a copy of the Bidder’s Certificate of Existence / Authorization, a copy of the Bidder’s Certificate of Incorporation / Formation / Authority, a certified copy of the Bidder’s Original Registration Document (i.e., Articles of Incorporation, Certificate of Authority, Certificate of Formation, or Foreign Limited Liability Registration), and any other supporting information or documentation as may otherwise be requested by the Owner (including, but not necessarily limited to, copies of the Bidder’s business licenses and contractor’s licenses for the previous five [5] years prior to the bid submittal date)...”

**The information above is to be submitted by all bidders if selected as the general contractor.**

**1-02.1, B., i.**

“....The Bidder shall provide Owner with a list of any and all willful and/or serious safety violations (i.e., WISHA / OSHA written citations) from the Washington State Department Labor & Industries (or analogous agency with jurisdiction in the location the work was performed), regardless of whether such willful and/or serious safety violations have been abated or not...”

**The information above is to be submitted by the bidder if selected as the general contractor. . If no safety violations have been filed against the bidder, so state on paper, reference this section**

**1-02.1, B., j.**

“....The Bidder shall submit a list of other project(s) of similar size and scope to this project, including information on a minimum of at least one (1) project of similar size and scope to this project completed within five (5) years prior to the bid submittal date. The information about each project shall include the following:

1. Owner’s name and contact information for the owner’s representative;
2. Awarded contract amount;
3. Final contract amount;
4. A description of the scope of the project and how the project is similar to this project;
5. The Bidder’s assessment of its performance of each project, including but not limited to the following:
  - a. Quality control;



- b. Safety record;
- c. Timeliness of performance;
- d. Use of skilled personnel;
- e. Management of subcontractors;
- f. Availability of and use of appropriate equipment;
- g. Compliance with contract documents; Management of submittals process and change orders....”

**The information above is to be submitted by all bidders if selected as the general contractor.**

**1-02.1, F.**

F. Supplemental Bidder Responsibility – Declaration of Bidder

**This form is to be submitted by all bidders with their bid.**

**1-02.1, G.**

G. Certification Regarding Debarment Suspension or Ineligibility:

**This form is to be submitted by all bidders with their bid**

SECTION 00 20 00  
INSTRUCTIONS TO BIDDERS

A. EXAMINATION OF SITE AND CONSTRUCTION DOCUMENTS

1. Before submitting a proposal, the bidder shall:
  - a. Carefully examine the drawings and specifications,
  - b. Visit the site of the work,
  - c. Fully inform itself of existing conditions and limitation, relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of this contract.
  - d. Rely entirely upon its own judgment in making its proposal,
  - e. Include in its bid a sum sufficient to cover all items required by the contract including all labor, materials, and services necessary to complete this project.

A. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder verbally. Every request for such interpretation should be in writing addressed to the Architect, and to be given consideration, must be received at least 7 days prior to date fixed for opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications. Failure of any bidder to receive addenda shall not relieve any such bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the contract documents. Approval of requested substitutions or proposed equals will be by Addenda as above.

C. PRODUCT SUBSTITUTIONS:

1. Substitutions: Bids must be based upon the specific articles and materials named in the Drawings and Specification. Substitution may be made only under the following conditions:
  - a. Prior to Bid Opening: Not less than ten calendar days prior to bid opening, prime bidders may submit to the Architect written requests for approval of articles or materials, accompanied by complete descriptions, technical data and samples. Approval or rejection of the proposed substitutions will be made by addenda issued to all bidders. Submit material/product requests as specified in Section 01600.
2. After Award of Contract: Approval of substitution will be made only in exceptional cases where the Contractor submits satisfactory evidence to the Architect that through no fault of its own, specified or otherwise approved items cannot be obtained in time to avoid delay to the work. Approval in such cases shall conform to the other requirements above.

D. INTERPRETATIONS AND CORRECTIONS TO BIDDING DOCUMENTS

Bidders and Sub-bidders shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least three days prior to the date for receipt of Bids. Any interpretation, correction or change of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

E. FORM OF BID

A Bid Form is attached to these Drawings and Specifications. Make Bid according to Form. Fill in all spaces. Bids shall not contain any recapitulation of work done. State bid in numerical numbers, if illegible provide long hand written numbers. Completed form must be without interlineation, alteration or erasure. Signatures must be in longhand.

F. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of the power of attorney.

G. ORAL AND TELEGRAPHIC BIDS

Oral and telephonic modifications of bids cannot be considered.

H. SUBMISSION OF BID

Enclose bid and bid bond in opaque sealed envelope. Address to: Skagit County Parks Department. Particulars are in the Invitation to Bid. Deliver in person or by post. Bidder is responsible for delivery of bid at or before the time set for bid opening. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. The Owner reserves the right to reject any bid of the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

I. BID BOND

Each bidder agrees to furnish a bid bond AIA Document A310 or a certified check amounting to five percent (5%) of the bid, included with its proposal. When left in escrow with the Owner its amount or penalty sum is the measure of damages which the Owner will sustain by the failure of the bidder to execute the Form of Agreement and furnish a 100 percent Performance and Payment Bond, AIA Document A312, and if the bidder fails to deliver said documents within 10 days after written notice, notice of the award of the contract to him, then the check shall become the property of the Owner or the Bid Bond shall remain in full effect. But if the bid is not accepted within 45 days after the time set for opening bids, or if the bidder delivers said contract and the bonds, then the check shall be returned to him or the bid bond shall become void. The right is reserved to hold the bid bonds of the three lowest bidders until the award of the contract or for a period of 45 days,

whichever is the shorter time. Bids of all unsuccessful bidders will be returned as soon as feasible after the bid opening.

J. WITHDRAWAL OF BIDS

Any bidder may withdraw its bid either personally or by written request at any time prior to the hour set for the bid opening. No bid may be withdrawn or modified after the time set for opening unless and until the award of the contract is delayed for period exceeding 45 days.

K. TIME OF COMPLETION

Bidder must agree to commence work within 10 days of the signing of the contract, Substantially Complete the Work by March 31<sup>st</sup>, 2023, and to Finally Complete the Work within 30 consecutive calendar days thereafter. Weather days will be allowed as mutually agreed upon between the Owner and the Contractor.

L. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with its delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of the Contract and for payment of all persons performing labor under the Contract and furnishing material or services in connection with the Contract as described in the Contract Documents. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner, registered in the State of Washington, Insurance Commissioners Office. List Bonding Agent and address of same.

M. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY

Vehicle Liability and Property Damage Insurance shall be furnished as required by the Supplementary General Conditions.

N. BUILDER'S RISK INSURANCE

Property Damage Insurance shall be as required by the Supplementary General Conditions.

O. LAWS AND REGULATIONS, PREVAILING WAGES

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they shall be deemed to be included in the Contract the same as though written out in full therein. All persons or firms performing on public service or construction contracts shall submit to the State, in advance of the work of all trades, a completed Form SF 9882, "Statement of Intent to Pay Prevailing Wages," accompanied by the filing fees for each Statement (Statements are available at Offices of Washington State Department of Labor and Industries). Refer to Supplementary General Conditions for Prevailing Wage information applicable to this project required by law.

P. QUALIFICATIONS OF BIDDERS

1. The Architect and/or the Owner may make such investigations as necessary to determine the ability of a Bidder to perform the work, and the Bidder shall furnish all such information and data as may be requested prior to bidding. The Owner reserves the right to reject any bid if the evidence submitted by, or if investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to perform the obligations of the Contract and to complete the work contemplated therein. Conditional Bids will not be accepted. Refer to Section 00 15 30 Bidders Responsibility Criteria for documents to be submitted with bid and/or after bid opening date.
2. To enable the Owner to evaluate the competency and financial responsibility of a Contractor, when requested by the Owner, furnish the following information, which shall be sworn to under oath by him or by a properly authorized representative of the Bidder.
  - a. The address and description of the Bidder's plan and place of business.
  - b. The name and/or Articles of Co-Partnership or Incorporation.
  - c. Itemized list of equipment available for use on the project.
  - d. A certified or authenticated financial statement, dated within thirty (30) days prior to the opening of bids. The Owner may require that any items of such statements be further verified.
  - e. A list of present contracts, including dollar values, percentage of completion and the names of all Owners involved.
  - f. A statement regarding any past, present and pending litigation with an Owner.
  - g. Such additional information as may be required that will satisfy the Owner that the Bidder is adequately prepared, in technical experience or otherwise, to fulfill the contract.
  - h. Sufficient documentation to ensure that the Contractor is in compliance with the current Fair Employment Practice requirements of the Owner.

Q. POST-BID INFORMATION

1. The successful bidder shall submit to the Engineer, within ten calendar days of the notifications of selection for award of the Contract, the following:
  - a. Statement of Cost for each major item of work or subcontract included in the Bid, equaling the total Contract award, and such other data as are required by the General Conditions, including Article 5.2.

R. LAWS AND REGULATIONS

The bidders attention is directed to the fact that all applicable State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they shall be deemed to be included in the Contract the same as though written out in full therein. Bidders are advised that if successful, they will be required to meet all applicable federal, state, and local laws pertaining to permits, licenses, fees and taxes, as well as laws pertaining to employment and wages. Bidders are responsible for determining the extent and applicability of such laws.

S. DEFINITIONS

1. Bid Documents include the Instructions to Bidders, the Bid Form, and the contract Documents, including any Addenda.
2. Contract Documents consist of the Owner-contractor Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after the execution of the Contract.
3. Addenda are written or graphic instruments issued prior to the execution of the contract which modify or interpret the Bidding Documents, including the drawings and specifications, by addition, deletion, clarification, or correction. Addenda issued prior to the receipt of Bids will be mailed, faxed, or delivered to each person or firm recorded by the Engineer as having received the Bid Documents.

T. AWARD OF THE CONTRACT(S)/REJECTION OF BIDS

1. The Contract will be awarded to the responsible bidder(s) submitting the lowest proposal complying with the condition of the Advertisement for Bid and these contract documents provided the bid is reasonable and in the best interest of Skagit County. Items in this bid, approved for contract by the Board of Commissioners, shall be awarded by Skagit County.
2. The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County reserves the right to select all or individual alternate bid items whichever is determined to be in the best interest of the County.
3. The bidder to whom the award is made will be notified at the earliest practicable date.

U. DISQUALIFICATION OF BIDDERS

1. Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of its bid or bids:
  - a. Evidence of collusion among Bidders.
  - b. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
  - c. Uncompleted work under other contracts which, in the judgment of the county, might hinder or prevent the prompt completion of additional work if awarded.
  - d. Being in arrears on existing contracts, in litigation with an Owner, or having defaulted on a previous contract.
  - e. Contractor's naming oneself as a Subcontractor for which they have no expertise and working knowledge directly within the firm.

END OF SECTION

SKAGIT COUNTY PARKS  
PAVING MAINTENANCE FAIRGROUNDS/  
SKAGIT PLAYFIELDS

SECTION 00 41 00  
BID FORM

SECTION 00 41 00  
BID FORM

Bidder's Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_, 2022

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

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

TO: Skagit County Parks and Recreation  
1730 Continental Place  
Mount Vernon, WA 98273

Gentlemen and Ladies:

The undersigned having carefully examined the Bid Documents **entitled "PAVING MAINTENANCE FAIRGROUNDS/SKAGIT PLAYFIELDS"**, Dated August 22<sup>nd</sup>, 2022, and having visited the sites or having had the opportunity to visit the site and examined the conditions affecting the Work, hereby submits the following proposal. The Undersigned proposes to furnish all labor, materials, services and incidentals, and to perform all work necessary for the completion of the Work described in the Contract Documents for the following Stipulated Sum for each bid item:

**BASE BID FAIRGROUNDS SITE:**

\_\_\_\_\_ DOLLARS  
(Please print dollar amount in words in space above for base bid not including sales tax.)

\$ \_\_\_\_\_

(Please write dollar figure in space above not including sales tax.)

**BASE BID SKAGIT VALLEY PLAYFIELDS SITE:**

\_\_\_\_\_ DOLLARS  
(Please print dollar amount in words in space above for base bid not including sales tax.)

\$ \_\_\_\_\_

(Please write dollar figure in space above not including sales tax.)

The County reserves the right to reject all bids for cause and to waive minor irregularities in the bidding.

The County will award the bid to the lowest or best bid, taking into consideration price, and other factors that will contribute toward their exercising judgement to obtain the best value for the County.

**OVERHEAD AND PROFIT:**

All bid proposals enumerated in this Bid Proposal Form include overhead, profit and all other expenses involved in the execution and completion of the work described in the Contract Documents.

**SALES TAX:**

The Undersigned certifies that the above-named construction costs do not include Washington State and Local Sales Taxes applicable to Skagit County as applied to materials and labor which will become a permanent part of the Work. All other Sales and Use Taxes properly levied by the State of Washington and Local Agencies on labor, materials, and equipment utilized on a temporary basis shall be included in the proposed amounts.

**CONTRACT PROVISIONS**

If the Undersigned is notified of the acceptance of this proposal within 45 days from the date set for the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute a contract for the above Work for the above-named compensation in the required Form of Agreement containing the following provisions and to furnish the required bonds.

1. It is the Owner's intent to have both sites completed in 2022, however due to the possibility of supply chain issues and subject to weather, the Undersigned agrees, if awarded the Contract and after the Notice to Proceed, to substantially complete the project by March 31<sup>st</sup>, 2023.

**BID GUARANTEE:**

The Undersigned agrees that the check or bid bond accompanying this proposal which amount is not less than 5 percent of the bid proposed, is left in escrow with the Owner, that the amount of the check, or penal sum of the bond, is the measure of damages which the Owner will sustain by failure of the Undersigned to execute said Contract and furnish required bonds, and that if the Undersigned fails to deliver said documents within 10 days after receipt of notice of award to him, the check shall become the property of the Owner and the bond shall remain in full effect. If this proposal is not accepted within 45 days after the time set for the opening of bids, then the check shall be returned and the bond shall become void.

**ADDENDA ACKNOWLEDGMENT:**

Receipt of Addenda # \_\_\_ \_\_\_ \_\_\_ is/are hereby acknowledged.



**NON-COLLUSION CERTIFICATE**

The Undersigned, being duly sworn, deposes and says that the person, firm, associated, co-partnership or corporation herein named, has 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 the preparation and submission of this proposal to Skagit County for consideration in the award of the contract.

**PREVAILING WAGES**

The Undersigned hereby agrees to pay labor not less than the current prevailing rates of wages as determined by the State Bureau of Labor and Industries or less than hourly minimum rates of wages set forth in the Wage Rates for this Project.

Current prevailing wage rates are set forth in the Washington State Department of Labor & Industries website <http://www.lni.wa.gov/> and are herein incorporated into this document by this reference.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

State of Washington contractor's license number: \_\_\_\_\_  
UBI # \_\_\_\_\_

SKAGIT COUNTY PARKS  
PAVING MAINTENANCE FAIRGROUNDS/  
SKAGIT PLAYFIELDS

SECTION 00 41 00  
BID FORM

Labor & Industries Industrial Insurance Yes\_\_\_\_\_ No\_\_\_\_\_  
Employment Security Dept. #\_\_\_\_\_  
State excise tax registration #\_\_\_\_\_  
Disqualified from bidding on any public works contracts  
Yes\_\_\_\_\_ NO\_\_\_\_\_

NOTE: If Bidder is a corporation, write state of incorporation, or if Bidder is partnership, give full names and addresses of all partners.

Subscribed and sworn to before me this\_\_\_\_\_ day of\_\_\_\_\_, 2022

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing in  
Washington.

**END OF SECTION**

SECTION 00 43 30  
BID SECURITY FORM

PART 1 - GENERAL

- A. The "Bid Bond", AIA Document A310, 2017 Edition, is a part of these Contract Documents and is incorporated as fully as if bound herein.
- B. The Bid Bond may be obtained from the Architect's office, or from the American Institute of Architects, 1735 New York Avenue NW, Washington D.C. 20006; Seattle Chapter, American Institute of Architects, 1911 First Avenue, Seattle, WA 98101; and Northwest Washington Chapter, American Institute of Architects, as follows:  
  
NW AIA  
P.O. Box AB  
Bellingham, WA 98227  
Telephone: 360-671-9555
- C. Contractor may use their standard bid security form as acceptable substitution.

END OF SECTION

SECTION 00 45 70  
RETAINAGE INVESTMENT OPTION

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

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

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how retainage under this contract will be invested. Please complete and sign this form indicating your preference; if you fail to do so, the Owner will deposit funds in a Guarantee Deposit account, and you will miss the benefit of any interest earned. Select one of the following options:

- ☐ 1. Savings Account: Money will be placed in an interest bearing account. The interest will be paid to you directly, rather than kept on deposit. If you prefer a particular bank, state its name:
- ☐ 2. Escrow/Investments: The Owner will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues.  
Preferred Bank: \_\_\_\_\_  
Securities/bonds: \_\_\_\_\_
- ☐ 3. Guarantee Deposit: Retainage will be deposited in a manner selected by the Owner. No interest is payable to the Contractor.

Retainage is normally released 30 days after final acceptance of the work, or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be retained longer, due to its seasonal nature. State law allows for limited early release in certain circumstances.

\_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
Title

END OF SECTION

## VENDOR SERVICES AGREEMENT

Skagit County, through the Department of \_\_\_\_\_ (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 "**Exhibit A**".

2. County will compensate Contractor a maximum of \_\_\_\_\_, which includes all applicable taxes and will be chargeable to GL expenditure code(s) # \_\_\_\_\_, and others as assigned and appropriate.

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 date of execution 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 & Title of Signatory  
(Date \_\_\_\_\_)

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

\_\_\_\_\_  
Title

Mailing Address:

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

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

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

Contractor Lic. #. \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

\_\_\_\_\_  
Peter Browning, Chair

\_\_\_\_\_  
Ron Wesen, Commissioner

Attest:

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

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

For contracts under \$5,000:  
Authorization per Resolution R20030146

Recommended:

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
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 SERVICES**

Informational Only

**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, officers and employees  
are named as additional insured.**  
Thirty (30) days written notice to the County of cancellation  
of the insurance policy.
- ☐ 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

SECTION 00 60 00  
BONDS AND CERTIFICATES

The bond and insurance requirements set forth on the following pages are required of the successful bidder.

- 1.01     GENERAL: In addition to the Bid Guarantee required in the advertisement, Skagit County requires the Contractor to furnish the following bonds and insurance. The inception date of the insurance coverage shall be the date the Contractor is ordered by Skagit County to proceed with the work and shall be maintained during the life of the Contract and for not less than one year thereafter.
- 1.02     EVIDENCE OF COMPLIANCE:
- A.     Performance, Labor and material Payment Bonds: Submitted at time of execution of the Contract and attached thereto.
- B.     Insurance: A Certificate of Insurance shall be filed with "Skagit County." This Certificate shall be reflective of all Insurance Coverage required by the County's contract documents. Any Certificate filed with the County found to be incomplete or not according to Form, will be returned as not satisfactory. Rejected Certificates shall be corrected as necessary and resubmitted to the county for approval. Certificates of Insurance and separate endorsement shall indicate the following to be Additional Named Insureds: Skagit County, it's Commissioners its departments, elected and appointed officials, employees, agents and volunteers.

Contractor's coverage shall be primary and non-contributory.

Certificates of Insurance shall indicate the following to be Additional Named Insureds: Skagit County, it's Commissioners and Employees, and Carletti Architect, P.S., shall be added as Additional Insured on the Certificate, and a separate endorsement shall be issued by the Company adding Skagit County, it's Commissioners and Employees, and Carletti Architect, P.S. as Additional Insured to the General Liability and Automobile Policy and the Umbrellas Excess Policy, where required to meet minimum limits outlined in #3 and #4 in Section 00623.

In addition to the foregoing, the Certificate of Insurance must include a Cancellation Notification of not less than thirty (30) days. The Certificate should also contain the Contract Number and a "concise verbal definition" of the Contract to which the Certificate applies.

- 1.03     INSURANCE GENERALLY: The Contractor shall not commence work under this contract until he has obtained the insurance required hereunder and such insurance has been approved by the County. In like manner, the General Contractor shall not allow any subcontractor to commence work on any subcontract until the subcontractor has submitted to the General Contractor a Certificate of Insurance reflective of the coverage required by Skagit County. Skagit County's approval of insurance shall not relieve or decrease the Contractor's liability hereunder. Each policy shall contain an endorsement stating that the insurance company will not, prior to the completion of the Work or any expiration date shown on the policy and certificate, whichever occurs first, terminate the policy or change any coverage

therein without first mailing, by registered mail, written notice of such action at least 30 days prior to the termination of change, to Skagit County.

- 1.04 CONTRACTOR'S LIABILITY INSURANCE: The insurance required, by Skagit County, is as specified below and in the amounts indicated:
- A. Worker's Compensation and Employer's Liability Insurance: All employees of the Contractor and subcontractors shall be insured under Washington State Industrial Insurance. Employees not subject to the State Act shall be insured under Employer's Liability with a \$2,000,000.00 limit of liability. A separate Certificate of Insurance shall be furnished to Skagit County if any of the Contractor's payroll is not reported to the Washington State Industrial Insurance. The contractor shall be responsible for confirming compliance of all subcontractors with the above requirements.
  - B. Comprehensive General Liability and Comprehensive Automobile Liability Insurance: The Contractor shall obtain and retain Bodily Injury and Property Damage Liability Insurance providing the following:
    - 1. Additional Insured: Skagit County, Carletti Architects, P.S. shall be named as additional insured for liability arising out of the work of this Contract as a result of the negligence, real or alleged, on the part of the contractor and his subcontractors.
    - 2. Limits of Liability: Limits shall equal or exceed the combination or primary and excess limits for bodily injury and property damage liability of \$2,000,000.00 annual aggregate.
    - 3. Coverage: Coverage shall be as is usual to the practice of the Insurance Industry; included but not limited to the following coverage's:
      - a. Premises and Operations including Explosion, Collapse and Underground Liability;
      - b. Products and completed Operations;
      - c. Owners and Contractors Protective Liability;
      - d. Broad form Property Damage Liability;
      - e. Blanket Contractual Liability;
      - f. Personal Injury Liability, including coverage's A, B, and C;
      - g. Employers "Stop-Gap" Liability;
      - h. Automobile Liability for All Owned, Non-Owned, Hired Leased or Borrowed Vehicles;
      - i. Un-insured and Under-insured Motorist Coverage should also be in effect.
    - 4. Products and Completed Operations Insurance: This coverage must be maintained for a period of not less than two years after the final acceptance of the work performed.
- 1.05 PROPERTY INSURANCE: Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to 115 percent of the full value thereof. This insurance shall include the interests of Skagit County, the Contractor and all subcontractors in the Work being performed. The coverage should be written on a "Builder's Risk" basis. Depending on the nature and size of the contract, the Contractor may be required to purchase Flood and Earthquake Coverage. All materials which are to be made part of the construction project are to be so insured while being stored at or off the job site(s) and/or while being transported to and from the job site(s). Insurance against loss of tools, equipment, construction, or otherwise not to be incorporated into the Work is the responsibility of the

Contractor and the cost of such insurance shall not be included in the cost of insurance required herein before.

- A. Endorsements: The policy shall be specifically endorsed as follows:
1. Payments: It is agreed that loss payments under the policy shall be made payable to Skagit County as trustee for each of the interests named in the policy.
- B. Waiver: Skagit County and the contractor waive all rights against (1) each other and the subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Owner for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Article or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by Skagit County, as trustee.

1.06 INDEMNIFICATION BY PROVIDER

To the fullest extent permitted by law, the Provider agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Provider, its employees, agents or volunteers or Provider's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from , or in connection with performance of this Agreement; or 3) are based upon the Provider's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Provider shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation of the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Provider are a material inducement to County to enter into this Agreement, are reflected in the Provider's compensation, and have been mutually negotiated by the parties.

Participation by County - No Waiver. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Provider's indemnity obligations under this Agreement.

Survival of Provider's Indemnity Obligations. The Provider agrees all Provider's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

Indemnity by Subcontractors. In the event the Provider enters into subcontracts to the extent allowed under this Agreement, the Provider's subcontractors shall indemnify the County on a basis equal to or exceeding Provider's indemnity obligations to the County.

1.07     BONDS

- A.     Performance and Payment Bonds: Furnish surety bond in the form of AIA Document A312 in an amount equal to 100 percent of the Contract Sum covering faithful performance of the work and payment of labor and materials. Furnish bonds issued by a bonding company licensed to transact business in the locality of the Work and approved by the Owner.

END OF SECTION

SECTION 00 61 40  
PERFORMANCE BOND AND PAYMENT BOND

PART 1 - GENERAL

- A. The "Performance Bond and Payment Bond", AIA Document A312, 2017 Edition, is a part of these Contract Documents and is incorporated as fully as if bound herein.
- B. The Performance Bond and Payment Bond may be obtained from the Architect's office, or from the American Institute of Architects, 1735 New York Avenue NW, Washington D.C. 20006; Seattle Chapter, American Institute of Architects, 1911 First Avenue, Seattle, WA 98101; and Northwest Washington Chapter, American Institute of Architects as follows:

NW A.I.A.  
P.O. Box AB  
Bellingham, WA 98227  
Telephone: 360-671-9555

END OF SECTION

SECTION 00 62 30  
CERTIFICATES OF INSURANCE

Certificates of Insurance Requirements:

1. Certificate shall be issued on an ACORD Form, or a form that meets with Skagit County's approval.
2. The Insuring Company shall have a Best Rating of A+, or meet with Skagit County's approval.
3. The minimum acceptable General Liability Limit shall be \$2,000,000 Aggregate/\$2,000,000 Occurrence. Coverage shall include owners & Contractors Protective Liability and Employers Liability (Stop-Gap) Coverage. Umbrella \$2,000,000 per occurrence and \$2,000,000 aggregate.

Coverage shall be written on an "Occurrence" Basis, or meet with Skagit County's approval.

4. Automobile Coverage shall include "Any Auto" or "Scheduled Autos" and shall include Hired and Non-Owned Auto Liability.

The minimum acceptable Automobile Liability Limit shall be \$2,000,000.

5. Skagit County, it's Commissioners and Employees, and Carletti Architect, P.S., shall be added as Additional Insured on the Certificate, and a separate endorsement shall be issued by the Company adding Skagit County, it's Commissioners and Employees, and Carletti Architects, P.S. as Additional Insured to the General Liability and Automobile Policy and the Umbrellas Excess Policy, where required to meet minimum limits outlined in #3 and #4 above.
6. Indemnification by Provider. To the fullest extent permitted by law, the Provider agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Provider, its employees, agents or volunteers or Provider's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from , or in connection with performance of this Agreement; or 3) are based upon the Provider's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Provider shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation of the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Provider are a material inducement to County to enter into this Agreement, are reflected in the Provider's compensation, and have been mutually negotiated by the parties.



Participation by County - No Waiver. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Provider's indemnity obligations under this Agreement.

Survival of Provider's Indemnity Obligations. The Provider agrees all Provider's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

Indemnity by Subcontractors. In the event the Provider enters into subcontracts to the extent allowed under this Agreement, the Provider's subcontractors shall indemnify the County on a basis equal to or exceeding Provider's indemnity obligations to the County.

7. The "Cancellation" Block shall be altered to include the wording "Should any of the above described policies be canceled or materially reduced before expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left."

If there are any questions regarding these requirements please contact Skagit County's Risk Manager, Mary Houben at 360-416-1380.

END OF SECTION

SECTION 00 82 50  
SPECIAL CONDITIONS

1. A non-mandatory pre-bid conference for prospective bidders will be held on site Tuesday, August 30<sup>th</sup>, 2022. The meeting will take place at 9:00 a.m. at the project site address 1410 Virginia Street for the fairgrounds site. The meeting will then move to the Skagit Valley Playfields site located at 2700 Martin Road Mount Vernon, WA.
2. The Owner/Architect have procured a fill and grade permit for the projects from the City of Mount Vernon.
3. The Contractor shall submit all work schedules to the Architect/Owner for review and approval prior to starting work. Access, staging areas, and security fences must be coordinated with other construction projects in the area.
4. The contractor shall maintain a safe and reasonable route of travel for the public through the project site(s). Contractor shall take necessary safety precautions to protect the public during construction. The use of barricades, safety tape, temporary structures or other means necessary to protect the public shall be employed. The Contractor shall notify the Owner of scheduled work. Both sites will be occupied during the entire time of construction.
5. Requests for product substitutions prior to bidding will be considered only if they are received a minimum of seven (7) calendar days before the time specified for receipt of bid proposals. If no substitutions are approved prior to bid, bidders are required to bid and supply only specified products.
6. Access to the work site for the project will be provided to the Contractor.

A. ACCESS TO WORK

The Owner's designated project Coordinator shall have full access to the site at all times.

B. PREVAILING WAGES

Contractor and subcontractors 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.

C. AFFIDAVIT OF WAGES PAID

Following the final acceptance of a Public Works project, the Contractor and each and every subcontractor shall submit "Affidavit of Wages Paid" before the funds retained according to the provisions of RCW 60.28.010 are released to the

Contractor. Each Affidavit of Wages Paid must be certified by the Industrial Statistician of the Department of Labor and Industries before it is submitted.

D. SUBMITTAL FEES

"Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" must be submitted to the Industrial Statistician of the Washington State Department of Labor and Industries accompanied by current rate for each individual form. This fee is to be paid by the Contractor. All bidders are advised to consider these charges when tabulating their bids.

E. RETAINED PERCENTAGE

The Contractor shall comply with the latest edition of RCW Chapter 39.

F. CONTRACTOR USE OF PREMISES

General: During the entire construction period the Contractor shall have the exclusive use of the designated portion of the premises for construction operations. The Contractor shall limit his use of the premises to the work indicated. Confine operations at the site to the areas permitted. Portions of the site beyond areas on which work is indicated are not to be disturbed. Maintain the existing building in a safe and weather tight condition throughout the construction operations. Take all precautions necessary to protect the building during the construction period.

G. DESCRIPTIONS OF SUPERVISORY REQUIREMENTS

Minimum administrative and supervisory requirements necessary for coordination of work on the project include, but are not necessarily limited to, the following:

1. Coordination and meetings
2. Administrative and supervisory personnel
3. Special Reports
4. General installation provisions
5. Cleaning and protection

H. COORDINATION AND MEETINGS

Coordination Meetings: Hold project coordination meetings at regularly scheduled times convenient for all parties involved. These meetings are in addition to specific meetings held for other purposes, such as regular project meetings and special pre-installation meetings. Request representation at each meeting by every party currently involved in coordination or planning for the work of the entire project. Conduct meetings in a manner which will resolve coordination problems. Record results of the meeting and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting. At Contractor's option, monthly coordination meetings can be held integrally with monthly progress meetings.

I. ADMINISTRATIVE AND SUPERVISORY PERSONNEL

General: Provide a General Superintendent and such other administrative and supervisory personnel as are required for performance of the work throughout the project time.

Submittal of Staff and Subcontractor Names, Duties: Within fifteen days of Notice to Proceed, submit a listing of Contractor's principal staff assignments, consultants and subcontractors, naming persons and listing their addresses and telephone numbers.

J. LIMITATIONS OF USE OF THE SITE

General: Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings and by other contract documents. In addition to these limitations and requirements administer allocation of available space equitable among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries to as to minimize space and time requirements for storage of materials and equipment on site. Contractor shall have materials delivered to its own place of business, or shall have personnel at the site to receive such items. Deliveries will not be received or signed for by the Owner.

K. SPECIAL REPORTS

General: Submit special reports directly to the Owner within one day of an occurrence. Submit a copy of the report to the Architect and other entities that are affected by the occurrence.

Reporting Unusual Events: When an event of an unusual and significant nature occurs at the site, prepare and submit a special report. List chain of events, persons participating, response by the Contractor's personnel, and evaluation of the results or effects and similar pertinent information.

Reporting Accidents: Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

L. GENERAL INSTALLATION PROVISIONS

Pre-Installation Conferences: Hold a pre-installation meeting at the project site well before installation of each unit of work which requires coordination with other work. Installer and representatives of the manufacturers and fabrication who are involved in or affected by that unit or work, and with its coordination or integration with other work that has preceded or will follow shall attend this meeting. Advise the Engineer of scheduled meeting dates. At each meeting review progress of other work and preparation for the particular work under consideration including specific requirements for the following:

1. Contract documents.

2. Related change orders.
3. Deliveries.
4. Shop Drawings, product data and samples.
5. Possible conflicts and compatibility problems.
6. Time schedules.
7. Weather limitations.
8. Manufacturer's recommendations.
9. Compatibility of materials.
10. Acceptability of substrates.
11. Temporary facilities.
12. Space and access limitations.

M. PROGRESS SCHEDULE AND REPORTS

General: Within fifteen days of date established for "Commencement of the Work" submit a comprehensive bar chart type progress schedule indicating a time bar for each significant category or unit of work to be performed at the site. Arrange schedule to indicate required sequencing of units, and to show time allowance for submittals, inspections and similar time margins.

Show critical submittal dates related to each time bar, or prepare separate coordinated listing of critical submittal dates.

Submittal: Following initial revision of schedule after Architect's review, print and distribute schedule to entities with a need-to-know responsibility, including two copies to Engineer. Post in temporary office space. Review at intervals matching payment request, and redistribute/re-post.

N. MEETINGS AND REPORTING

Project Meetings: conduct general progress and coordination meetings at least once each week, attended by a representative of each primary entity engaged for performance of work. Record discussions and decisions, and distribute copies to those attending and others affected including Engineer. Schedule meetings to coordinate with preparation of payment requests.

O. SCHEDULE OF VALUES

Prepare a schedule of values to show breakdown of Contract Sum corresponding with payment request breakdown, minimum of 30 items, and progress schedule line items. Show dollar value and percent of total for each unit of work scheduled. Submit not less than seven days prior to first payment request, and review each time schedule is affected by change order or other value revision (by Contractor). Include a Punch list/Closeout line item in a minimum bid quantity of 5% of the total bid.

P. PAYMENT REQUESTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sums to the Contractor as

provided in the Contract Documents for the period ending the twenty-fifth (25) day of the month as follows:

1. The Contractor shall submit Applications for Payment for the preceding month by the first day of each month. The Owner shall make progress payments to the Contractor not later than thirty (30) days following the Architect's receipt of the Application for Payment from the Contractor.
2. The Owner shall pay to the Contractor, on each application for Payment, materials, equipment incorporated in the Work and to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for Payment, less the aggregate of previous payments made by the Owners.

The Owner will not be liable for interest or penalties charged by the Contractor on any Payments delayed due to Contractor's failure to inform himself of the Owner's normal procedures or to submit payment requests timely.

The Contract Sum and any agreed variations thereof, shall include all Federal, State and Local taxes imposed by laws, and properly chargeable to the project except the State of Washington Sales Tax. Washington State and Local Sales Taxes as applied to the materials and labor or equipment which becomes part of the Work will be paid by the Owner; a proportionate amount of the tax will be added to each payment voucher issued to the Contractor. The Contractor shall pay all other sales, consumer, use and similar taxes properly levied by Washington State and Local Agencies for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective. For payment requests, use AIA Form G702, or equivalent, fully completed, executed and notarized. Submit the forms in triplicate, including attachment of waivers and similar documentation with one copy prior to the initial payment request, submit:

1. List of principal subcontractors and suppliers, including contact persons and their addresses and telephone numbers.
2. List of principal staff assignments with addresses and telephone numbers.
3. Schedule of values.
4. Progress schedule and first progress report.

Following issuance by Architect of Certificate of Substantial completion, Contractor may submit special payment request, provided the following have been completed:

1. Obtain permits, certificates of inspection and other approval and releases by governing authorities, required for Owner's operational/maintenance personnel.
2. complete final cleaning of work.
3. Submit record documents.
4. Submit listing of work to be completed before final acceptance.

Following completion of the following requirements, final payment request may be submitted:

1. Complete work listed as incomplete at time of substantial completion, or otherwise assure Owner of subsequent completion of individual incomplete items.

2. Settle liens and other claims, or assure Owner of subsequent settlement.
3. Submit proof of payment on fees, taxes and similar obligations.
4. Transfer operational, access, security and similar provisions to Owner; and remove temporary facilities, tools and similar items.
5. Affidavits of Wages Paid from all entities who worked at the site.
6. Completion of requirements specified in "Project Closeout" section.
7. Obtain consent of surety for final payment.
8. Provide evidence of full payment of all industrial insurance premiums as required by RCW 51.12.050 and/or RCW 51.12.070.

Payments will be mailed to Contractor's place of business. Payments cannot be picked up personally.

END OF SECTION

SECTION 00 83 00  
DEPARTMENT OF LABOR WAGE RATES

PART 1 - GENERAL

1.1 SUMMARY

- A. This schedule of prevailing wage rates for the locality or localities of the Work, as described by the Industrial Statistician of the Department of Labor and Industries, are available on the Washington State Department of Labor & Industries website <http://www.lni.wa.gov/>. Contractor remains solely responsible for verifying that the rates used are accurate, current, and inclusive for all parts of this Work. Contractor is responsible for notifying the Architect, in writing, of any problems, errors, or discrepancies in this Section no later than 7 working days prior to Bid opening. Any off-site prefabrication may also require prevailing wages and the Contractor should contact the Department of Labor and Industries to ascertain those rates.
- B. Contractor to provide the "Notice of Intent to Pay Prevailing Wage Rates", and "Affidavits of Wages Paid" as required by RCW 39.04, 39.12, 43.19, and 49.28 as amended. State approved "Notice of Intent to Pay Prevailing Wage Rates" and "Affidavits of Wages Paid" forms or State assigned numbers shall be sent directly to the owner. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates 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 by reference made a part of this Contract as though fully set forth herein.

Current prevailing wage data are available at the:

ADDRESS: Department of Labor and Industries  
Prevailing Wage Section  
P.O. Box 44540  
Olympia, Washington 98504-4540

Current prevailing wage rates are set forth in the Washington State Department of Labor & Industries website <http://www.lni.wa.gov/> and are herein incorporated into this document by this reference.

The General Contractor and his sub-contractors are to pay for all filing fees for Statements of Intent to Pay Prevailing Wages and Affidavits at \$25.00 each document submitted. Pay for any change in rate during the course of construction.

Submit forms to: Department of Labor and Industries  
Prevailing Wage Section  
P.O. Box 44540  
Olympia, Washington 98504-4540

END OF SECTION