

PUBLIC WORK INVITATION TO BID



Snohomish County
Purchasing Services
(425) 388-3344
purchasing@snoco.org

BID NUMBER: PW-23-007SB

BID TITLE:
**Sheriff West Precinct Airport and Paine Field,
Tennant Improvements**

Advertised Date: **March 8, 2023**

Questions Due: **March 15, 2023** by 11:00 a.m.

Bid Due Date: **March 28, 2023**

Bid submittals must be received and time stamped in the Purchasing Division no later than 11:00 a.m., Pacific Local Time

Sealed Bids are hereby solicited and will only be received by:
Snohomish County Purchasing Division Office
Robert J. Drewel Building, 6th Floor
3000 Rockefeller Avenue
Everett, WA 98201

Staff will be available to receive sealed bids 20 minutes prior to the due date and time at the entrance of the Administration West Building (sliding doors directly across from the parking garage elevators, next to ATM machine)

Optional Prebid meeting
will be available on:
Tuesday, March 14th
10:30-11:30 AM

9829 24th Place West,
Everett, WA 98204

Office Hours: 8:00 a.m. – 4:30 p.m.
Monday – Friday
Phone: (425) 388-3344
Email: purchasing@snoco.org

NOTICE OF CALL FOR BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Snohomish County Purchasing Division for the following:

Bid No. PW-23-007SB Sheriff West Precinct Airport and Paine Field, Tenant Improvements

Engineer's Estimate: Base Bid Schedule 1: \$7,541,300
 Base Bid Schedule 2: \$5,797,600

An optional Pre-Bid Meeting will be made available on Tuesday, March 14th from 10:30-11:30 AM at 9829 24th Place West, Everett, WA 98204. Parking is available adjacent to the building.

No oral interpretations of the Bid will be made to any Bidder. All questions must be submitted in writing by email to purchasing@snoco.org. All answers and clarifications will be sent to all plan holders via addendum. Please refer to the page 1 of the bid document for the question due date.

Bid submittals must be received at the Snohomish County Purchasing Division as set forth below not later than 11:00 a.m., March 28, 2023. **Late submittals will not be accepted.** Envelopes containing submittals shall be sealed and marked with the name of the individual/firm, the submittal deadline, and "Bid PW-23-007SB Sheriff West Precinct Airport and Paine Field, Tennant Improvements"

1. by commercial carrier only (Fed Ex, UPS, USPS) to the Snohomish County Purchasing Division, 3000 Rockefeller Avenue, 6th Floor, Everett, Washington 98201, or
2. by mail to the attention of the Snohomish County Purchasing Division, 3000 Rockefeller Avenue, MS 507, Everett, WA 98201, or
3. a staff member will be available to receive bids 20 minutes prior to the due date and time at the entrance of the Administration West Building (sliding doors directly across from the parking garage elevators, next to ATM machine) located at 3000 Rockefeller Avenue in Everett.

Note: Hand delivered submittals will not be accepted at any other County location other than the County Purchasing Division as described above.

Bids will be opened by County staff. The opening may be viewed via Microsoft Teams. The Teams Meeting URL is: <https://bit.ly/SnoCoBids>

Bidders may also call in and listen to the bid opening at the number below:

The phone number to call is 1-425-262-2000 and the Phone Conference ID is 164 609 418#.

If you are not familiar with Teams, please access the system early to ensure there is time to resolve any potential technical difficulties.

Snohomish County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Snohomish County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

PLANS, SPECIFICATIONS, ADDENDA, BIDDERS LIST, AND PLAN HOLDERS LIST for this project are available through the ***Snohomish County Projects Online*** virtual plan room at **Builders Exchange of Washington (BXWA)**. Free of charge access is provided to Bidders, Subcontractors, and Vendors by going to: www.bxwa.com and clicking on: "**Posted Projects**", "**Public Works**", "**Snohomish County**", and "**Projects Bidding**".

This is the official/primary means established by Snohomish County for the issuance and distribution of its project bid documents. The online virtual plan room provides Bidders with fully usable online documents with the ability to view, download, print to your own printer, and to order and purchase full/partial plan sets from numerous reprographic sources.

Bidders are encouraged to "Register" online at the ***Snohomish County Projects Online*** virtual plan room at the BXWA website to receive automatic E-mail notification of addenda and to be placed on the "Bidders (Plan Holders) List". Bidders shall obtain any and all addenda issued by Snohomish County for these projects from the ***Snohomish County Projects Online*** virtual plan room at the BXWA website. Bidders are ultimately responsible to investigate and acknowledge all issued project addenda.

Contact Builders Exchange of Washington at 425-258-1303 should you require any assistance in viewing, obtaining, or purchasing the project bid documents or any addenda. Bidders may also contact the Purchasing Division, Snohomish County, at 425-388-3344, with any questions or request for assistance.

All bids must be submitted in writing with ink on forms downloaded from Builders Exchange of Washington.

A five percent (5%) Bid Deposit is required with sealed bid. The Bid Deposit shall be a certified check, postal money order, cash, cashier's check, or bid bond issued by a surety who meets the requirements of Chapter 48.28 RCW on the form provided or equivalent. Deposit of unsuccessful bidders will be returned after award. Successful bidder's deposit will be returned upon receipt and acceptance of Contract Documents.

A one hundred percent (100%) contractor's Performance Bond is required. The bond must be delivered to Snohomish County Purchasing within ten (10) days after notification of the award. Approval of the bond by County officials is required before award is final.

A Public Works Contract is required. The Contract must be executed and returned to Snohomish County Purchasing within ten (10) days after notification of award. Approval of the contract by County officials is required before award is final.

Appropriate insurance coverage is required and must be delivered to Snohomish County Purchasing within ten (10) days after notification of award. The bid award is not considered final until acceptable proof of insurance is received and approved by the County.

Protests: In order to be considered, a Protest shall be in writing, addressed to the Purchasing Manager of Snohomish County, and include:

1. The name, address and phone number of the Bidder protesting, or the authorized representative of the Bidder;
2. The Invitation to Bid (ITB) Number and Title under which the Protest is submitted;
3. A detailed description of the specific grounds for protest and any supporting documentation; and
4. The specific ruling or relief requested.

Process/Award Protests: All bid submittals will be posted on the Snohomish County Purchasing Portal at: <https://snoco.procureware.com/Bids> immediately following the bid opening. Protests may be submitted by any Bidder, must be in writing, and must be received by the County Purchasing Manager within two (2) business days of the bid submittal posting. In no event shall a Protest be considered if all submittals are rejected or after award of the Bid. Upon receipt of a timely written Protest, the Purchasing Manager shall investigate the Protest, and shall respond in writing to the Protestor prior to the award of Contract. The County shall not execute a Contract without first providing two (2) days' notice of its intent to execute a Contract. If the Purchasing Manager is unable to respond to the Protestor prior to the proposed award date, the award date shall be postponed until a Protest response has been completed.

Bidders may contact the Purchasing Division to schedule a post-award review if they would like to discuss the process without submitting a Protest.

Governing Law and Venue: Any award or agreement resulting from this solicitation shall be governed by the laws of Washington State. The venue for any legal proceeding regarding a subsequent award or agreement shall be Snohomish County, Washington.

Public Records Act: Submittals received by Snohomish County in response to this solicitation become public records and are subject to Chapter 42.56 RCW, the Public Records Act. The bidder should clearly identify in its submittal any specific information that it claims to be confidential or proprietary. If Snohomish County receives a Public Records Act request to view the information so marked in the bidder's submittal following a bid award, its sole obligations shall be to notify the bidder (1) of the request and (2) of the date that such information will be released to the requester unless the bidder obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the bidder fails to timely obtain a court order enjoining disclosure, Snohomish County will release the requested information on the date specified.

Snohomish County reserves the right to reject any or all bids, and to waive irregularities or informalities in the bid or in the opening.

No bidder may withdraw the bid after the hour set for the opening thereof, or before award of contract, unless said award is delayed for a period exceeding thirty (30) days.

Dated this 8th Day of March 2023

SNOHOMISH COUNTY PURCHASING DIVISION
SNOHOMISH COUNTY, WASHINGTON

INSTRUCTIONS TO BIDDERS

PREPARATION OF BID:

Each bid must be submitted on the enclosed form. All blank spaces for bid prices must be filled in, in ink. Do not make alterations on the form supplied. Each bid must be accompanied by a non-collusion declaration, and a fully completed and executed bid deposit, and must be submitted in a sealed envelope bearing on the outside the name of the bidder, and the name and number of the bid that is being submitted. All bids must be signed in ink by an authorized representative of the bidder.

MANDATORY AND SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

The Contracting Agency will verify that the Bidder meets the bidder responsibility criteria in RCW 39.04.350(1) and supplemental bidder criteria as established in the bid documents and allowed by RCW 39.04.350(3). To assess bidder responsibility, the Contracting Agency reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the bidder responsibility criteria.

To be considered a responsible bidder and qualified to be awarded a County contract for public work, the bidder must:

- At the time of bid submittal, have a certificate of registration in compliance with Chapter 18.27 RCW;
- Have a current state unified business identifier (UBI) number;
- If applicable, have:
 - industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW.
 - a state employment security department number as required in Title 50 RCW; and
 - a state excise tax registration number as required in Title 82 RCW;
- Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3); and
- If bidding on a public works project subject to the apprenticeship utilization requirements in Chapter 3.05 Snohomish County Code (SCC), not have been found out of compliance on any project during the two-year period immediately preceding the date of the bid solicitation; and
- Have received training or be exempt from as required by 39.12 RCW; and
- Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 4.8, or 49.52 RCW.

By submitting its bid, the bidder certifies that it is registered and licensed as required by the laws of the State of Washington.

Requirements for verification of satisfaction of mandatory responsibility criteria for each first tier subcontractor and for other verifications will be imposed upon the successful bidder in the contract with the County. See RCW 39.06.020, "Verification of subcontractor responsibility criteria."

In addition to the mandatory bidder responsibility criteria above, the bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project:

The bidder shall have successfully completed projects of a similar size, scope and type as required by the contract documents for this project. In evaluating whether projects were successfully completed, the County may check references for previous projects and evaluate those assessments of bidder performance, including but not limited to quality control, safety record, timeliness of performance, use of skilled personnel, management of subcontractors, availability of and use of appropriate equipment, compliance with contract documents, and management of submittals process, change orders and close-out.

As evidence that the bidder meets the responsibility criteria described above, bidders shall submit WITH their bid the form entitled STATEMENT OF BIDDER'S QUALIFICATIONS located in the Bid Proposal within these Specifications.

A potential bidder may request that the County modify the supplemental bidder responsibility criteria no later than seven (7) business days before the bid submittal deadline. The County must evaluate the information submitted by the potential bidder and respond before the bid submittal deadline. If the evaluation results in a change of the criteria, the County shall publish an addendum to the bidding documents identifying the modified criteria.

If the County determines, in its sole discretion, a bidder to be not responsible, the County will provide, in writing, the reasons for the determination. The bidder may appeal the determination within 24 hours by presenting additional information to the County. The County must consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the County may not execute a contract with any other bidder until two business days after the bidder determined to be not responsible has received the final determination.

NAMING SUBCONTRACTORS FOR CONTRACTS VALUED MORE THAN \$1,000,000:

Bidder(s) shall submit as part of their bid, or within one hour after the published bid submittal due date, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW, or to name itself for the work. The bidder shall not list more than one subcontractor for each category of work identified unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate. Failure of the bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the bidder's bid nonresponsive and therefore void. The requirement of this section to name the bidder's proposed heating, ventilation and air condition, plumbing, and electrical subcontractors applies only to proposed heating, ventilation and air conditioning, plumbing, and electrical subcontractors who will contract directly with the general contractor submitting the bid to the County.

NOTE

FAILURE TO NAME SUCH SUBCONTRACTORS IN BIDS OR NAME ITSELF ON CONTRACTS EXPECTED TO COST MORE THAN \$1,000,000 SHALL RENDER THE BIDDER'S BID NONRESPONSIVE AND THEREFORE VOID (RCW 39.30.060(1)).

CONDITIONS OF THE WORK:

Each bidder is responsible for being fully informed of the conditions relating to the project and the employment of labor thereon. Failure to be so informed will not relieve a successful bidder of obligations to furnish all material and labor necessary to carry out the provisions of the contract.

Insofar as possible, the Contractor in carrying out work under the contract must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Refer to Page 9, Questions and Additional Information.

Failure of any bidder to receive addenda or interpretation shall not relieve any such bidder from any obligation under the bid as submitted. All addenda so issued shall become part of the contract documents.

OBLIGATION OF BIDDER:

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the specifications and contract documents (including any addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to this bid.

LAWS AND REGULATIONS:

The bidder's attention is directed to the fact that all applicable federal, state, and municipal laws, ordinances and regulations and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written in full.

METHOD OF AWARD - LOWEST RESPONSIBLE:

It is the intent of the County to award the contract to the bidder submitting the lowest responsible bid within the funds available for work included in the base bid and any or all additives listed as they best serve the County's interest. Determination of low bidder will be made on the basis of the "Total Base Bid Price" plus deduction any of the alternates items as they best serve the County's interest. Alternate items will be awarded in order of priority starting with Alternate Item 1. The below signed bidder acknowledges that bids shall be submitted for the base bid and may be submitted for the additive items. The County reserves the right to reject any and all bids for good cause.

COMMUNICATION:

It is critical to the timely and successful completion of this project that clear and concise communication between the Contractor and Owner prevails throughout the project. The Contractor's representative in charge of completing the work must be fluent in the English language, and proficient at reading, understanding, and interpreting drawings, plans, specifications, blueprints, etc. The selected Contractor will be required to demonstrate compliance prior to commencing work.

EQUAL OPPORTUNITY EMPLOYER:

Snohomish County is an Equal Opportunity Employer. Participation by handicapped/disabled, minority, and women-owned businesses are encouraged.

NON-DISCRIMINATION

As a condition of contract award, the Bidder (firm or individual) selected under this competitive solicitation process (the "Contractor") shall be required to comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. The contract between the County and the Contractor shall contain the following provision:

County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

BID DEPOSIT:

The bid deposit shall be a certified check, postal money order, cash, cashier's check, or bid bond issued by a surety who meets the requirements of Chapter 48.28 RCW on the form provided or equivalent. The County reserves the right to hold the bid deposit of all bidders until the successful bidder has entered into a contract and furnished the required performance bond and proof of insurance, or for a period of sixty (60) days, whichever is the shorter time.

Should a bidder fail to enter into the contract and furnish required public works agreement, bonds, and proof of insurance within ten (10) days following notice of award, the bid deposit may be forfeited and retained by the County as liquidated damages, not as a penalty.

SECURITY FOR FAITHFUL PERFORMANCE:

Simultaneously with delivery of the executed contract, the Contractor shall furnish a surety bond for faithful performance of the contract and for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract as specified in the general conditions included herein and therein. This bond shall be in force until completion of the project and acceptance by the County, and also the forty-five (45) day period following project completion during which liens may be filed. The bond shall cover for a period of one (1) year after acceptance by the County, as respects faulty workmanship and materials.

The surety on such bonds shall be a surety insurer who meets the requirements of Chapter 48.28 RCW and must be satisfactory to the County.

The bonds required by RCW 39.08.010 shall include the base bid and any or all alternates selected by the County.

In an effort to standardize usage of forms, to ensure compliance with performance bond requirements and to help expedite processing of contract documents, the successful bidder is requested to utilize the enclosed Performance, Payment & Warranty Bond form rather than their surety's standard form.

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 their power of attorney.

RETAINED PERCENTAGE:

Pursuant to Chapter 60.28 RCW, Snohomish County will retain five percent (5%) of all monies earned by the Contractor until project completion and acceptance, and receipt of required documentation. Included in this bid package is the Contractor's Declaration of Option for Management of Statutory Retained Percentage form that is to be submitted by the Contractor within ten (10) days following notice of award.

SALES TAX:

Retail public work projects (construction and alteration of structures) require sales tax be paid on the entire contract amount (both materials and labor). Tax shall be included as a separate amount on the bid proposal and on all invoices. The tax rate shall be determined by the project location.

Public road and highway projects require sales tax be paid on materials only. Sales tax on material shall be shown as a separate line item on the bid proposal and all invoices.

PRE-CONSTRUCTION CONFERENCE:

Prior to construction, the Contractor and subcontractors shall attend a pre-construction conference. The Contractor will present a progress schedule identifying the elements of work with sequence and completion dates for each major work item.

No construction will be started until the progress schedule is approved.

SOLID WASTE DISPOSAL:

All solid waste generated in unincorporated areas and within the corporate limits of cities and towns of Snohomish County must be disposed of at a Snohomish County solid waste facility, required by SCC 7.35.125.

If there is a C&D recycling container on the project site, no more than 10% by volume of its contents can be solid waste. If more than 10% by volume of its contents is solid waste, the entire box must be disposed of at a Snohomish County facility and is considered garbage. Containers of solid waste must be transported by the Washington Utilities and Transportation Commission (WUTC) certified hauler or the contracted city hauler for that area.

Any construction site provided service via a C&D recycling container must also provide a container of appropriate size for solid waste in accordance with WAC 173-345-040.

Businesses or contractors that provide hauling and disposing of garbage as an ancillary operation to their primary service are permitted to haul garbage, as long as it is disposed of at a Snohomish County owned and operated facility.

Prior to award, the successful bidder may be required to submit a solid waste disposal plan.

QUESTIONS AND ADDITIONAL INFORMATION:

No oral interpretations of the Bid will be made to any Bidder. All questions must be submitted in writing by Email to purchasing@snoco.org. All answers and clarifications will be sent to all plan holders via addendum. **Questions via phone will not be accepted.** Bidders shall submit questions no later than 11:00 AM, March 15, 2023.

COMPLETION TIME

Schedule 1 – Sheriff West Precinct Tennant Improvements work shall be completed within 243 calendar days from the date of Notice to Proceed. Schedule 2 – Paine Field Tennant Improvements work shall be completed within 180 calendar days from the date of Notice to Proceed.

PREVAILING WAGE RATES

The Contractor must comply with the provisions of Chapters 39.16 and 39.12 of the Revised Code of Washington, relative to the employment of Washington residents at or above the prevailing wages for the specific type of work involved as determined by the United States Department of Labor and will be required to certify to this effect prior to each and any payments made by the County.

The prevailing rate of wages to be paid to all workers, laborers, or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of RCW 39.12, as amended. 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.

In case any wage dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest including labor and management representatives, the matter shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as amended.

Contractors shall acquaint themselves with all conditions affecting labor rates and impending negotiations for labor agreements. Contractor shall pay new schedules, when and if required, without additional cost to the Owner.

Forms may be obtained from the Department of Labor & Industries. The fees for each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" shall accompany each form submitted to the Department of Labor & Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor & Industries. Such application, and any supplemental statements which may be necessary, shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

Prior to commencing work, each Contractor and each and every subcontractor shall file a sworn "**Statement of Intent to Pay Prevailing Wages**" (L&I Form #F700-029-000) with the Department of Labor and Industries certifying the rate of hourly wages to be paid each classification of laborers, workers, or mechanics employed upon the work by the Contractor or subcontractor which shall be not less than the prevailing rate of wage. Fringe benefits for each job classification to be utilized shall also be included.

Prior to any payment, the Contractor and each subcontractor shall submit to the County a "**Statement of Intent To Pay Prevailing Wages**" **approved** by the Washington State Department of Labor & Industries.

Each voucher claim or invoice submitted by a Contractor for payment on a project shall state: "***Prevailing wages have been paid in accordance with the prefiled Statement of Intent to Pay Prevailing Wages on file with the public agency in accordance with RCW 39.12.040***". Each invoice shall list sales tax as a separate line item.

Retainage shall be held by the County in accordance with RCW 60.28.

For projects over \$10,000, Contractors must post an approved copy of the Statement of Intent, (listing the labor classification and wages used on the project) at the job site. In the event the Statement of Intent has not been approved by the Department of Labor & Industries before work begins, the complete listing of prevailing wage rates for that County may be posted and distributed in lieu of the approved Statement of Intent.

The Contractor shall, within ten (10) days after it receives a written request, file a certified copy of the payroll records with the County.

Upon completion of work, each contractor and each and every subcontractor shall file a sworn "**AFFIDAVIT OF WAGES PAID**" (L&I Form #F700-007-000) with the Department of Labor and Industries certifying the rate of hourly wages paid each classification of laborers, workers, or mechanics employed upon the work by the Contractor or subcontractor which shall be not less than the prevailing rate of wage. Fringe benefits for each job classification to be utilized shall also be included.

Upon completion of this contract, the County must receive from the Contractor and each and every subcontractor a copy of the "**Affidavit of Wages Paid**" approved by the State Department of Labor & Industries.

Retainage will be released upon receipt of all necessary documentation (including but not limited to releases from the Department of Labor & Industries, Department of Employment Security and, when applicable, Department of Revenue), the settlement of any liens, and in accordance with Chapter 60.28 of the Revised Code of Washington.

Snohomish County is required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) in the solicitation and contract documents. To comply with this requirement, the County is providing the following applicable prevailing wage rate information:

- A. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address:
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
- B. This project is in Snohomish County; therefore, the Snohomish County wage rates must be used.
- C. The effective prevailing wage date is the same date as the bid due date as referenced in the original bid or RFP document or as revised per addenda.

Copies of applicable prevailing wage rates are also available for viewing at the County's Purchasing office located in the Robert J. Drewel Building, 6th Floor, 3000 Rockefeller Avenue, Everett, WA 98201. Upon request, the County will mail a hard copy of the applicable prevailing wage rates for this project.

GENERAL CONDITIONS

1. Contract and Contract Documents

The Plans, Specifications, and Addenda shall form part of the contract and the provisions thereof shall be binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines, and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

2. Definitions

The following terms, as used in these General Conditions are respectively defined as follows:

- (a) "Contractor": A person, firm, or corporation with whom this Contract is made by the Owner.
- (b) "Subcontractor": A person, firm, or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- (c) "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with these performance documents. The Contractor will carry out the work in accordance with additional detail drawings and instructions. The Contractor and the Owner will prepare jointly: (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished to the Owner in accordance with said schedule; and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing, and installation of materials, supplies, and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. Shop or Setting Drawings (if applicable)

The Contractor shall promptly submit the Owner five copies of each shop or setting drawings in accordance with the predetermined schedule. After the Owner examines and returns the drawings, the Contractor shall make any indicated corrections to the drawings and return two corrected copies to the Owner. Regardless of corrections made in or approval given to such drawings by the Owner, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications unless he notifies the Owner, in writing, of any deviations at the time he furnishes such drawings.

5. Materials, Services, and Facilities

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants the Contractor has good title to all materials and supplies used by the Contractor in the work, free from all liens, claims, or encumbrances.

7. Inspection and Testing of Materials

All materials and equipment used in the construction of the project shall be subject to adequate testing and inspection in accordance with accepted standards. The laboratory or inspection agency will be selected by the Owner. Unless noted otherwise in these Specifications the cost of special testing required shall be borne by the Contractor.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses.

8. "Or Equal" Clause

Whenever a material, article, or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers or vendors names, trademarks, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the article, material, or equipment so proposed is, in the opinion of the Owner, of equal substance and function. It shall not be purchased or installed by the Contractor without the Owner's written approval.

9. Patents

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any kind or nature, including costs and expenses for or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the contract documents.

License or Royalty Fee: License and/or Royalty Fees for the use of a process that is authorized by the Owner must be reasonable and will be paid directly by the Owner to the holder of the patent or their authorized licensee.

If the Contractor uses any design, device, or materials covered by letters patent, or copyright, the Contractor shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device, or materials. It is mutually agreed and understood that, without exception, the contract price shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work.

The Contractor and/or the Contractor's Sureties shall indemnify and save harmless the Owner from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, or materials, or any trademark or copyright in connection with work under this contract, and shall indemnify the Owner for any cost, expense, or damage that it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. Surveys, Permits, and Regulations

Unless otherwise expressly provided for in this contract, the Owner will furnish the Contractor with all necessary surveys. The Contractor will procure and apply for all permits, licenses, and approvals necessary for the execution of the work. The cost of the Building Permit, and all other licenses and fees necessary for the completion of this project, is the responsibility of the Contractor.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, and other protective facilities.

11. Contractor's Obligations

The Contractor shall and will, in good quality manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the direction of the Owner as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Owner.

12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner shall direct, the Contractor will, and will cause their subcontractors to, protect carefully the Contractor's work and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, materials have been damaged or injured by reason of failure on the part of the Contractor or any of their subcontractors to so protect the work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work and Property - Emergency

The Contractor shall, at all times, guard the Owner's property from injury or loss in connection with this contract. The Contractor shall, at all times, safely guard and protect their own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss,

or injury unless such is caused directly by errors contained in the contract or by the Owner, or Owner's duly authorized representative.

In case of an emergency, that threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act without previous instructions from the Owner in a diligent manner. Any claim for compensation of the Contractor due to such extra work shall be promptly submitted to the Owner for approval.

Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, the Contractor shall act as instructed or as authorized by the Owner.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in a manner provided in paragraph 17 of these General Conditions.

14. Inspection

The authorized representatives of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data records.

15. Reports, Records and Data

The Contractor shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning work performed or to be performed under this contract.

16. Superintendence of Contractor

At the site of the work, the Contractor shall employ a construction superintendent or project manager who shall have full authority to act for the Contractor. Such representative must be approved by the Owner.

17. Changes in Work

No changes in the work covered by the approved contract documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An actual lump sum.
- (c) The actual cost of:
 - (1) Labor, including construction supervisors;
 - (2) Materials entering permanently into the work;
 - (3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - (4) Power and consumable supplies for the operation of power equipment;
 - (5) Insurance;
 - (6) Social Security and unemployment contributions.

To the cost under 17(c), there shall be added a fixed fee agreed upon but not to exceed fifteen (15) percent of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expense.

18. Extras

Without invalidating the contract, the Owner may order extra work of the kind bid upon, or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the bid proposal, and no claims for extra work or materials shall be allowed unless the work is ordered in writing by the Owner and the price is stated in the order.

19. Correction of Work

All work, all materials whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Owner who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes of which they are used. Should they fail to meet the Owner's approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at the Contractor's expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Owner, it is undesirable to replace any defective or damaged materials, or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amounts as in the judgment of the Owner shall be equitable.

20. Claims for Extra Costs

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Owner, as aforesaid and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of sub-paragraph 17(c) of these General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of costs, and when requested by the Owner, give the Owner access to accounts relating thereto.

21. Subsurface Condition Found Different

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor shall immediately give notice to the Owner of such conditions before they are disturbed. The Owner will thereupon promptly investigate, and if the Owner finds that they materially differ from those shown on the Plans or indicated in the Specifications, the Owner will at once make such changes in the Plans and/or Specifications as the Owner may find necessary, and any increase or decrease of costs resulting from such changes to be adjusted in the manner provided in paragraph 17 of these General Conditions.

22. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form

satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payment thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a base for additions to or deductions from the Contract price.

23. Acceptance of Final Payment as Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work, and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or the Contractor's Sureties from any obligation under this contract or the Performance and Payment Bond.

24. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than the twentieth (20th) day of the calendar month following that in which services are rendered (b) for all materials, tools and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the thirtieth (30th) day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of the Contractor's subcontractors, not later than the fifth (5th) day following each payment to the Contractor, the respective amount allowed the Contractor on account of the work performed by the Contractor's subcontractors to the extent of each subcontractors interest therein.

25. Additional or Substitute Bond

If at any time the Owner, for justifiable cause, shall be or become dissatisfied with the Surety or Sureties for the Performance and/or Payment Bonds, the Contractor shall, within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

26. Assignments

The Contractor shall not assign the whole or any part of this contract of any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instruments of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or material supplied for the performance of the work called for in this contract.

27. Separate Contracts

The Contractor shall coordinate their operations with work of other contractors that may be employed by the Owner. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including the Contractor's subcontractors, shall keep informed on the progress and the detail work of the Contractor, and shall notify the Owner immediately of lack of progress or defective workmanship on the part of the other contractors. Failure of the Contractor to keep informed of the work progressing on the site, and failure to give notice of lack of progress or defective workmanship by others, shall be construed as acceptance by the Contractor of the status of the work, as being satisfactory and in proper coordination with the Contractor's own work.

28. Subcontracting

The Contractor may utilize the services of specialty subcontractors on those parts of the work that under normal contracting practices are performed by specialty contractors.

The Contractor shall not award any work to any subcontractor without prior written approval of the Owner that approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, that statement shall contain such information as the Owner may require.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of their subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts or omissions of persons directly employed by the Contractor.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the contract documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

29. Use of Premises and Removal of Debris

As a condition of award, the successful bidder will be required to provide designated disposal sites for all surplus material and project debris.

The Contractor expressly undertakes, at the Contractor's own expense:

- (a) To take every precaution against injury to persons or damage to property;
- (b) To store the Contractor's apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the Contractor's work or the work of any other Contractors;
- (c) To place upon the work or any part thereof only such loads as are consistent with the safety of the portion of the work;
- (d) To continuously maintain and clean up all refuse, rubbish, scrap metals, and debris caused by the Contractor's operations, to the end that at all times the work site shall present a neat, orderly, and quality appearance;

- (e) Before final payment, remove all surplus materials, falsework, temporary structures, including foundations thereof, plant of any description, and debris of any nature resulting from the Contractor's operations, and to put the site in a neat orderly condition;
- (f) To affect all cutting, fitting, or patching of the Contractor's work required to make the same to conform to the plans and specifications and, except with the consent of the Owner, not to cut or otherwise alter the work of any other Contractor.

30. Quantities of Estimate

Whenever the estimated quantities of work to be done and materials to be furnished on a unit price basis under this contract are shown in any of the documents including the bid proposal, they are given for use in comparing bids, and the right is expressly reserved, except as herein otherwise specifically limited, to increase or decrease them as may be deemed necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or decrease shall in no way vitiate this contract, nor shall any such increase or decrease give cause for claims or liability for damages.

31. General Guarantee

Neither the final certificate of payment, nor any provision in the contract documents, nor partial or entire occupancy by the Owner, shall constitute an acceptance of work not done in accordance with the contract documents, or relieve the Contractor of liability in respect to any express warranties, or responsibility for any faulty material or workmanship. The Contractor shall remedy any defects in the work and pay for any damage for other work resulting therefrom that shall appear within a period of one year from the date of completion of work unless a longer period is specified. The Owner will give notice of observed defects promptly.

32. Notice and Service Thereof

Any notice to the Contractor from the Owner relative to any part of this contract shall be in writing, and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at the Contractor's last given address or delivered in person to said Contractor or the Contractor's authorized representative at the work site.

33. Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted, and the contract shall be read and enforced as though it were included herein; and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

34. Use and Occupancy Prior to Acceptance by Owner

The Contractor agrees to the use and occupancy of a portion of the project by the Owner before formal acceptance by the Owner, provided the Owner:

- (a) Secures written consent of the Contractor.
- (b) Secures consent of the Surety.

- (c) Secures endorsement from the insurance carrier(s) permitting occupancy of the building or use of the project during the remaining period of construction.

35. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work or from authorizing its prosecution, by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason of such delay, but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay, with such determination set forth in writing.

36. Governing Law and Venue

It is agreed by the Contractor that this contract shall be governed by the laws of Washington State. The venue for any lawsuit relating to this contract shall be Snohomish County, Washington. Contractors shall include a "Stipulation of Venue in Snohomish County" in all subcontracts hereunder. Should the Contractor or subcontractor be a non-resident of Washington State, each shall designate a Washington resident as agent upon whom process may be served before commencing work under this contract.

37. Disputes and Litigation

Failure on the part of the Owner or the authorized representatives or either to discover and condemn or reject bad or inferior work or materials shall not be construed as an acceptance of any such work or materials, on the part of the improvement in which they may have been used.

To prevent disputes and litigations, it is further agreed by the parties hereto that the Owner shall determine the quantity and quality of the several kinds of work embraced in these improvements and shall decide all questions relative to the execution of the work and in interpretation of the Plans and Specifications.

38. Definition of Completion

The word "Completion", as used in the General Conditions and Specifications, shall be defined as "substantial completion". The date of substantial completion is the date certified by the Owner as the date construction is sufficiently complete, in accordance with the contract documents, as to allow the Owner to occupy the project or designated portion thereof, for the use for which it is intended.

39. Traffic Control Labor

The Contractor shall furnish all personnel for flagging and for the setup and removal of all temporary traffic control devices and construction signs necessary to control traffic during construction operations. Flaggers shall have a current certification (flagging card) from the State Department of Labor and Industries (WAC 296-155-305). Employees of the Contractor engaged in flagging or traffic control shall wear reflective vests and hard hats. The vests and hard hats shall be maintained by the Contractor in a neat, clean, and presentable condition. Upon completion of the work, the Contractor shall return any Contracting Agency furnished equipment in good condition to the Engineer or replace it in kind. The Contractor shall be charged for such equipment and the Contracting Agency will deduct the value from the Contractor's payment if it is lost or not returned in good condition. Any

such apparel or equipment that is necessary or desirable to protect workers, engaged in other activities will be the Contractor's responsibility.

40. Safety

The Contractor shall perform all work with due regard for the safety of their staff, other Contractor staff, Owner staff & representatives and the public.

The Contractor expressly undertakes, at the Contractor's own expense:

- (a) To take every precaution against injury to persons.
- (b) To protect the lives and health of employees performing the work and other persons who may be impacted by the work.
- (c) To initiate, maintain and supervise all safety precautions and programs related to the performance of the work in accordance with OSHA, WISHA and the Owner's safety requirements including Hot Work permits and with all applicable federal, state, local and city regulations, laws, ordinances and building codes.
- (d) To erect, maintain and provide all necessary safeguards for protection such as caution notices/tape/cones, barricades, fencing, fall-arrest devices, personal protective clothing & equipment, first aid kits, eye wash station, site cleanup activities, etc.
- (e) To designate a Safety Supervisor who will be on the work site at all times. The Safety Supervisor shall provide safety management on the project and serve as the Competent Person if required by code. The Safety Supervisor shall have the authority to stop or redirect all work activities in the interest of safety.
- (f) To submit a site-specific accident prevention plan to the Owner before starting the work if required by code.
- (g) To develop, implement and submit a written fall protection work plan to the Owner if required by code.
- (h) To ensure all personnel and visitors to the site comply with work safety plans and provide Owner documentation of all violations including correction action taken.
- (i) To provide all persons working on the project information and applicable training regarding hazardous materials at the work site and whenever a new hazard is introduced into the work area. The Owner expects the Contractor to educate on-site staff regarding known and potential hazardous materials including proper safety protocol.
- (j) To maintain an accurate record of exposure data on all incidents relating to the work resulting in serious injury, occupational disease, or death as well as damage to property, materials, supplies and equipment. The Contractor shall immediately report any such incident to the Owner. The Owner shall have the right to access all exposure records at any time.
- (k) To promptly notify the Owner and regulatory agencies of any hazardous spills and pay for associated clean-up costs. The Contractor must perform all hazardous materials work, expected and unforeseen, with due diligence. The Contractor shall carefully coordinate with the Owner, Owner's Representative, and other Owner Contractors to complete applicable hazardous materials requirements in proper Work sequence at no additional cost to the Owner unless otherwise expressly provided for in this contract.

41. Emergencies

In case of an emergency, that threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act without previous instructions from the Owner in a diligent manner. Any claim for compensation of the Contractor due to such extra work shall be promptly submitted to the Owner for approval.

Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, the Contractor shall act as instructed or as authorized by the Owner.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in a manner provided in paragraph 17 of these General Conditions.

42. Deleted, Terminated or Delayed Work

The Owner may delete work or terminate the Contract in whole or part. For payment purposes, deductive work shall be determined by one or more or a combination of the change order methods described in paragraph 17 of these General Conditions and the Owner approved Schedule of Values.

Acceptable materials ordered by the Contractor prior to the date the work was deleted or terminated will be purchased from the Contractor by the Owner at actual cost and shall become the property of the Owner, or the Owner will reimburse the Contractor for the actual costs connected with returning these materials to suppliers.

No claim for anticipated profits on deleted, terminated, or uncompleted work shall be allowed.

No claim for consequential damages of any kind shall be allowed.

The Contractor shall be entitled to time extensions for delays caused by the Owner, but the Contractor shall not be entitled to any adjustment in the contract price. Contract timelines shall be adjusted as the parties agree. If the parties cannot agree, the Owner will determine the equitable adjustment for contract completion.

43. COVID-19 Health and Safety Plan (CHSP)

The Contractor shall prepare a project specific COVID-19 Health and Safety Plan (CHSP). The CHSP shall be prepared and submitted as a Type 2 Working Drawing prior to beginning physical Work.

The Contractor shall update and resubmit the CHSP as the work progresses and new activities appear. If the conditions change on the project, or a particular activity, the Contractor shall update and resubmit the CHSP. Work on any activity shall cease if conditions prevent full compliance with the CHSP.

The CHSP shall address the health and safety of all people associated with the project including County workers in the field, Contractor personnel, consultants, project staff, subcontractors, suppliers, and anyone on the project site, staging areas, or yards.

The CHSP shall contain the following minimum elements:

1. The CHSP shall identify all standards, guidance, publications, and sources on which it is based. Those standards may include references to OSHA, WISHA, and CDC publications that are current at the time the CHSP is prepared.
2. The CHSP shall identify a responsible individual from the Contractor who is responsible for implementation of the CHSP. The individual(s) contact information shall be listed in the CHSP.
3. The CHSP shall specifically identify the project for which it is applicable, and if applicable, shall address project work areas outside the project limits such as staging areas or yards.
4. The CHSP shall identify the PPE and administrative and engineered controls necessary to maintain a safe site. This includes but is not limited to: sanitation resources, screening stations, safety briefings, controlling access, and personal protective equipment (PPE) needed to protect workers from COVID-19.
5. The CHSP shall identify measures for screening and managing workers or visitors to areas identified in the CHSP. The CHSP shall include procedures should a person exhibit symptoms of COVID-19.
6. The CHSP shall identify how the CHSP will be updated as new work activities are added with each two week look-ahead schedule. The CHSP updates shall identify the number of workers, crews, work tasks, and the degree of congestion or confinement workers will experience for the work activities in the two week look-ahead schedule.
7. The CHSP shall include how the Contractor will ensure everyone on the site has been trained on the CHSP requirements. This includes subcontractors, suppliers, and anyone on the project site.

52. Apprentice Requirements

****** NOTE – APPRENTICESHIP REQUIREMENTS UPDATED ******

- A. In accordance with Chapter 3.05 Snohomish County Code (SCC), the apprenticeship utilization participation for this project is fifteen percent (15%) of total project labor hours. With submission of a signed bid, the Bidder acknowledges that it shall comply with the project's established apprentice utilization participation.
- B. An apprentice is a person enrolled in an apprentice training program approved by the Washington State Apprenticeship and Training Council. No worker shall be employed as an apprentice in any work classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman.
- C. Apprentice Participation – the total number of labor hours performed by prime and subcontractor apprentices divided by the total number of labor hours performed by all hourly labor (apprentice and journey) at the job site, expressed as a percentage. The denominator shall not include hours spent by contractor/subcontractor personnel not directly involved in the work at the job site and shall not include hours spent by personnel at the site that are not paid prevailing wages, such as owners and superintendents.
- D. Per RCW 49.04.130 the Contractor and all Subcontractors shall make every effort to enlist women and racial minority representation in their apprenticeship programs. However, this provision is not intended and shall not be used to discriminate against any applicant to an apprenticeship

program, whether that person is a minority, women, or otherwise.

E. A certification of commitment to the Apprenticeship goals is required as part of the bid submittal.

F. Compliance and Good Faith Efforts

1. Prior to contract execution, the Contractor shall submit the County's Apprentice Utilization Plan demonstrating intended compliance with this contract requirement. An electronic copy of the Apprentice Utilization Plan is available on the County's website at: <http://www.snohomishcountywa.gov/186/Purchasing>, on the left hand side, click on Apprenticeship.
2. If the plan does not reasonably demonstrate compliance with the established apprentice utilization, the contract will not be executed. In rare instances, a modification may be granted however the modification requirements are more difficult to meet. . An electronic copy of the Request for Modification of Apprentice Utilization form is available on the County's website at: <http://www.snohomishcountywa.gov/186/Purchasing>, on the left hand side, click on Apprenticeship.
3. The County will review the request for a waiver or reduction. If the waiver or reduction request does not meet the SCC code requirements, it will be denied.

F. Qualifying Criteria for a Waiver or Reduction

1. At least three of the below conditions are met as documented by the contractor and reviewed by the executive or designee:
 - a. The contractor has demonstrated that it has utilized its "best efforts" to meet the established percentage requirement but remains unable to fulfill the goal;
 - b. In order to meet the requirement, the contractor will be forced to displace members of its workforce;
 - c. The reasonable and necessary requirements of the contract render apprentice utilization infeasible at the required levels.
 - d. A disproportionately high ratio of material costs to labor hours render apprentice utilization infeasible at the required levels;
 - e. The contract has demonstrated that it has contacted multiple registered apprenticeship programs, yet an insufficient number of apprentices are available to meet the contract requirements; or
 - f. The contractor has demonstrated that it has met or is meeting apprenticeship requirements on all of its existing county construction projects during the twelve months prior to execution of a new contract with the county.

G. Reporting:

1. The Contractor shall submit the Monthly Apprentice Utilization Report electronically on a monthly basis throughout the term of the contract. This report shall include all labor and apprentice hours for the Contractor and all Subcontractors. The Monthly Apprentice Utilization Report Form has been included in these General Conditions as Exhibit A. An electronic version of the form is available on the County's website at: <http://www.snohomishcountywa.gov/186/Purchasing>, on the left hand side, click on Apprenticeship.
2. The Contractor's Monthly Apprentice Utilization Report for the prior month shall be due within ten (10 business days following the first of the month or shall accompany each progress payment request. (For example, Contractor's Monthly Apprentice Utilization Report for January is due 10 business days into February). The Contractor's Monthly Apprentice

Utilization Report shall reflect all work of the same time period corresponding to any progress payment requests.

3. The Contractor's Monthly Apprentice Utilization Report for the prior month shall be due within ten (10) business days following the first of the month or shall accompany each progress payment request. (For example, Contractor's Monthly Apprentice Utilization Report for February is due 10 business days into March.) The Contractor's Monthly Apprentice Utilization Report shall reflect all work of the same time period corresponding to any progress payment requests.
4. A Monthly Apprentice Utilization Report shall be submitted with the final pay request documenting the final apprentice utilization for the completed project.
5. *Failure to submit required reports as stated above may delay approval and processing of the payment request or result in the withholding of payments as provided in RCW 39.76.011.*
6. Regardless of the number of days allowed for completion of the project, the Contractor shall monitor the apprenticeship labor hours and shall monitor compliance with the project's established apprentice utilization participation.
7. The Contractor shall retain all records regarding apprenticeship requirements for a period of three (3) years following acceptance of the contract work, and the Contractor shall make the records available at reasonable time and places for inspection by authorized representatives of either Snohomish County or the Washington State Apprenticeship and Training Council.

H. Additional Information

Contractors may find more information of the County apprenticeship program, good faith efforts, and State approved apprenticeship programs on the County's Purchasing Division website at: <http://www.snohomishcountywa.gov/186/Purchasing>, on the left hand side, click on Apprenticeship.

PROJECT Sherriff Office West Precinct Airport and Paine Field, Tennant Improvements

BID NO. PW-23-007SB

COMPANY _____

ADDRESS _____

TELEPHONE NO. _____

SCHEDULES 1 BID AMOUNT (before tax) _____

Please complete the following information:

Is your firm a:

Women Business Enterprise (WBE)? Yes

Small Business Enterprise (SBE)? Yes

Minority Business Enterprise (MBE)? Yes

Veteran Owned Business (VOB)? Yes

Disadvantaged Business Enterprise (DBE)? Yes

Do you have a certification number? Yes

If yes, please provide certification number and state or entity who issued the number below:

Certification No.: _____

State or Entity Issued: _____

BID PROPOSAL

For bidder's convenience, this insert is provided as a bid submittal package that may be completed and return to the County on or before the time, stipulated.

Federal Suspension and Debarment Certification

Federal Executive Order 12549 prohibits federal, state and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating in federal contracts or grants.

The purpose of this certification is for the contractor/vendor to advise Snohomish County, in writing, of any current Federal Suspension and Debarment.

Debarment Certification. By signing and submitting a response to this competitive solicitation, I certify that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from participating in Federal Funded Contracts.

BIDDER'S CHECKLIST

THE FOLLOWING FORMS, ITEMS 1 – 6, MUST BE COMPLETED IN FULL AS REQUIRED, AND SUBMITTED COLLECTIVELY AS THE BID PROPOSAL PACKAGE PRIOR TO THE BID SUBMITTAL DEADLINE.

_____ (1) **BID PROPOSAL FORM**

The unit prices bid must be shown in the space provided. Bids must be submitted on the bid proposal form provided.

_____ (2) **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES.**

_____ (3) **BID DEPOSIT**

The attached bid bond form, or equivalent standard industry bid bond form, must be completed by the surety company and bidder, and submitted with the bid unless bid is accompanied by a certified check, postal money order, cash, or cashier's check.

The bid deposit amount shall be not less than five percent (5%) of the total bid amount, excluding sales tax.

_____ (4) **STATEMENT OF BIDDER'S QUALIFICATIONS**

_____ (5) **IDENTIFICATION LIST FOR SUBCONTRACTORS OR CONTRACTOR ITSELF TO PERFORM HVAC, PLUMBING AND ELECTRICAL WORK**

Must submitted with the bid proposal or within one (1) hour after the published bid submittal time.

_____ (6) **IDENTIFICATION LIST FOR SUBCONTRACTORS OR CONTRACTOR ITSELF TO PERFORM STEEL, REBAR.**

Must submitted with the bid proposal or within forty-eight (48) hours after the published bid submittal time.

SNOHOMISH COUNTY BID PROPOSAL FORM

Snohomish County Purchasing Division
6th Floor Robert J. Drewel Building
3000 Rockefeller Ave, MS 507
Everett, Washington 98201

The bidder, in compliance with your Invitation For Bids for the Sheriff Office West Precinct Airport and Paine Field, Tennant Improvements, having examined the specifications, drawings, related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project including the availability of material and labor, hereby proposes to furnish all labor, materials and incidentals, and to perform the work in accordance with the contract documents at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this bid proposal is a part.

Bidder hereby agrees to commence work, as required by contract, upon receipt of written Notice to Proceed and to fully complete work as described.

1. **SCEHDULE 1 – SHERIFF WEST PRECINCT AIRPORT BASE BID:**
For base bid as defined in the technical specifications.

The sum of _____ dollars (\$_____)
Sales Tax at (___ %):(\$_____)

2. **SCEHDULE 2 – PAINE FIELD BASE BID:**
For base bid as defined in the technical specifications.

The sum of _____ dollars (\$_____)
Sales Tax at (___ %):(\$_____)

Total Sum Schedule 1 & Schedule 2: _____

2. **OVERHEAD AND PROFIT:** The undersigned agrees that all of the above named base bid, and alternate bids if applicable, includes all contractor's overhead and profit or fee.
3. **SALES TAX:** All applicable sales tax shall be shown as a separate line item on this bid proposal form.
4. **PERMITS:** The undersigned agrees that the above named base bid, and alternate bids if applicable, includes permit costs.
5. **RIGHT OF REJECTION:** Bidder agrees that the Owner reserves the right to reject any or all bids, or the bid on any alternate, and to waive any informalities in the bidding.
6. **CONTRACT AND BONDS:** If the undersigned be notified of the acceptance of this bid within sixty (60) days of the date set for opening bids, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute a contract for the above work in the standard form of agreement noted in the specifications for a compensation computed from the sums stipulated in the Form of Bid and to furnish insurance and performance and payment bonds as stipulated.
7. **BID DEPOSIT:** The bid deposit is attached in the sum of _____ dollars (\$_____). The undersigned agrees that the check or bid bond accompanying this bid is left in escrow with the Owner, that the amount of the check, or sum of the bond, is the measure of damages which the Owner will sustain by the failure of the undersigned to deliver

said documents within ten (10) days after written Notice of Award. The check shall become the property of the Owner or the bid bond shall remain in full effect. But if this bid is not accepted within sixty (60) days after the time set for that period, or if the undersigned delivers said contract, bonds and insurance as instructed, then the check shall be returned to the bidder or the bond shall become void.

8. ADDENDA: Receipt of addenda numbered ____ throughout ____ is hereby acknowledged.

9 LIQUIDATED DAMAGES: None.

10. CONFLICT OF INTEREST: The undersigned certifies and warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any personal or family relationship that may conflict with business or organizational conflict of interest, which is defined as a situation in which the nature of work under the contract and the bidder's organizational, financial, contractual or other interest are such that award of the contract may result in the bidder receiving an unfair competitive advantage, or the bidder's objectivity in performing the contract work may be impaired. The bidder agrees that if after being awarded it discovers a personal or organizational conflict of interest, it shall make an immediate and full disclosure in writing to Snohomish County which shall include a description of the action which the bidder has taken or intends to take to eliminate or neutralize the conflict.

11. NON-COLLUSION DECLARATION: By signing the bid proposal herein, I hereby declare, under penalty of perjury under the laws of Washington State, the following:

That the bid submitted is genuine and is not a sham or collusive bid, and is not made in the interest or on behalf of any person or company not named therein.

This bidder has not directly or indirectly induced or solicited any other bidder on subject work or materials to submit a sham bid, or to refrain from bidding, and has not in any manner sought by collusion to secure an advantage over other bidders.

12. CONTRACTOR'S SIGNATURE:

COMPANY NAME

Street Address

Signature of Company Officer

City/State/Zip

Printed Name and Title

Telephone

License Number

U.B.I. # (Unified Business Identifier Account Number)

If bidder is a corporation, write State of Incorporation under signature. If partnership, give full names of all partners.



Snohomish County

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

BID DEPOSIT

Herewith find deposit in the form of a _____ (state whether cashier's check, certified check, cash, postal money order, or surety bond) in the amount of \$ _____ which is not less than five percent (5%) of the total amount of the bid excluding sales tax.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT _____ a corporation duly organized under the laws of the State of _____, as principal, and _____, a corporation duly organized under the laws of the State of _____ and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the County of Snohomish in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting their sealed proposal for the following construction project, to wit: _____

said bid and proposal, by reference hereto, being made a part hereof:

NOW, THEREFORE, if the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish a performance, payment and warranty bond as required by the County of Snohomish within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, the principal and surety have caused these presents to be signed and sealed this _____ day of _____, _____.

Surety, Name of Company Principal, Name of Company

Signature of Surety Agent Principal Signature

Printed Name of Surety Agent Printed Name of Principal/Title

*This bond must be accompanied by a fully executed Power of Attorney appointing the Attorney-in-Fact.

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder submitting a bid proposal on work included in these specifications shall prepare and submit, as part of this bid, the data requested in the following schedule:

1. Name of Bidder: _____
2. Business Address: _____
E-mail Address: _____
3. Telephone Number: _____ Fax Number: _____
4. How many years has said bidder been engaged in the contracting business under the present firm name? _____
5. Contracts now in hand (gross amount): \$ _____
6. General character of work performed by said company: _____

7. List of more important projects constructed by said company, including approximate cost and dates. (Submit additional sheet if necessary.) _____
8. List three recent customer references where similar work has been completed. Include organization name, address, telephone number, and name of contact person:

Organization: _____	Address: _____
Contact: _____	Telephone: _____
Organization: _____	Address: _____
Contact: _____	Telephone: _____
Organization: _____	Address: _____
Contact: _____	Telephone: _____
9. Bank references: _____
10. Contractor's License No.: _____ UBI No.: _____
Federal ID No. _____
If Applicable:
Workers Comp Acct No.: _____
Employment Sec Dept No.: _____
Excise Tax Registration No.: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

11. Intent Regarding Apprenticeship Utilization: By submitting a bid for this project, contractor certifies their intent to participate and their understanding of the County's Apprentice Utilization Program. *We affirm that: we have read and understand the provisions of the apprentice utilization goals established for this contract by Snohomish County. All documentation submitted by us to demonstrate such compliance is true and accurate; and we will make good faith efforts to comply with all such utilization goals throughout the performance of this Contract.*

Company Name

By

Date

Printed Name and Title

**Snohomish County Subcontractor List
HVAC, Plumbing & Electrical**

Prepared in compliance with RCW 39.30.60 as amended

Project Name: _____

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of heating, ventilation and air-conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW **must** be listed below. The work to be performed is to be listed below the subcontractor(s) name or noted as self-performed by the bidder. Per RCW 39.30.060 failure to list subcontractor(s) with whom the bidder will directly subcontract or to name itself to perform such work, will result in the bid being non-responsive.

Bidders are notified that PVC or metal conduit, junction boxes, etc., are considered electrical equipment and must be installed by a licensed electrical contractor, even if the installation is for future use and no wiring or electric current is connected during the project. A licensed electrical contractor must be listed to perform the work.

Must be submitted with the bid proposal or within one (1) hour after the published bid submittal time.

Subcontractor Name	
Work to be performed	
Subcontractor Name	
Work to be performed	
Subcontractor Name	
Work to be performed	
Subcontractor Name	
Work to be performed	
Subcontractor Name	
Work to be performed	
Subcontractor Name	
Work to be performed	

ATTACH ADDITIONAL PAGES IF NECESSARY: _____ PAGES ATTACHED

Snohomish County Subcontractor List

Structural Steel & Rebar Installation

Prepared in compliance with RCW 39.30.60 as amended

Project Name: _____

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation and rebar installation **must** be listed below. The work to be performed is to be listed below the subcontractor(s) name or noted as self-performed by the bidder. Per RCW 39.30.060 failure to list subcontractor(s) with whom the bidder will directly subcontract or to name itself to perform such work, will result in the bid being non-responsive.

Must be submitted with the bid proposal or within forty-eight (48) hours after the published bid submittal time.

Subcontractor Name	
Work to be performed	
Subcontractor Name	
Work to be performed	
Subcontractor Name	
Work to be performed	
Subcontractor Name	
Work to be performed	
Subcontractor Name	
Work to be performed	

ATTACH ADDITIONAL PAGES IF NECESSARY: _____ PAGES ATTACHED

S A M P L E

CONTRACT DOCUMENTS

**These documents will be submitted by the successful bidder
within ten (10) days following the Notice of Award.**

CONTRACT DOCUMENTS CHECKLIST

THE FOLLOWING FORMS ARE TO BE EXECUTED BY THE SUCCESSFUL BIDDER AND SUBMITTED TO THE COUNTY WITHIN TEN (10) CALENDAR DAYS AFTER THE NOTICE OF AWARD.

_____ (1) **AGREEMENT, INSURANCE REQUIREMENTS.**

This agreement is to be executed by the successful contractor.

_____ (2) **PERFORMANCE, PAYMENT & WARRANTY BOND.**

To be executed by the successful contractor and his/her surety company.

In an effort to standardize usage of forms, to insure compliance with performance bond requirements and to help expedite processing of contract documents, the successful contractor is requested to utilize the enclosed Performance, Payment & Warranty Bond form rather than their surety's standard form.

_____ (3) **CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE.**

"Contractor's Declaration of Option for Management of Statutory Retained Percentage" - to be executed by the successful contractor.

OR in Lieu of Retainage:

_____ (4) **RETAINAGE BOND**

AGREEMENT

This agreement (the "AGREEMENT") is made this _____ of _____, _____, by and between SNOHOMISH COUNTY (the "OWNER" or the "COUNTY") and _____, doing business as a _____ (Firm Name) _____ duly licensed to conduct business in the State of _____ (Corporation, Individual, or Partnership) Washington (the "CONTRACTOR").

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

1. The term "CONTRACT DOCUMENTS" means and includes the following, which are incorporated herein by reference as if fully set forth herein:

- | | |
|--------------------------------------|---|
| (A) Notice of Call for Bids | (I) Special Conditions |
| (B) Instructions to Bidders | (J) Performance & Payment Bond |
| (C) Project/Bid Proposal | (K) Insurance Requirements |
| (D) Bid Bond | (L) Plans & Specifications and/or
Technical Specifications |
| (E) AGREEMENT | (M) Bid Award Letter |
| (F) General Conditions | (N) Drawings |
| (G) Supplemental General Conditions | (O) Change Order |
| (H) Addenda: No. _____, Dated _____, | |
| No. _____, Dated _____, | |
| No. _____, Dated _____, | |

and all modifications or changes issued pursuant to the CONTRACT DOCUMENTS.

In the event of an inconsistency between the terms of this AGREEMENT and any of the other CONTRACT DOCUMENTS, the terms of this AGREEMENT shall control. In the event of an inconsistency among other CONTRACT DOCUMENTS, there shall be no order of precedence.

2. The CONTRACTOR will perform the Sheriff Office Tennant Improvements, West Precinct Airport Bid # PW-23-007SB (the "WORK"), in accordance with the CONTRACT DOCUMENTS.
3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS upon written notice to proceed (the "NOTICE TO PROCEED") and will complete the WORK for Schedule 1 – Sheriff West Precinct Tennant Improvements work within 243 calendar days from receipt of NOTICE TO PROCEED. Schedule 2 – Paine Field Tennant Improvements work shall be completed within 180 calendar days from receipt of the NOTICE TO PROCEED, unless the period for completion is otherwise extended in accordance with the CONTRACT DOCUMENTS.
4. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK described herein, in accordance with the CONTRACT DOCUMENTS.
5. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of _____ (\$_____), plus applicable Washington state sales tax.

6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth, such amounts as required by the CONTRACT DOCUMENTS.
7. The CONTRACTOR must verify mandatory responsibility criteria for each first tier subcontractor, and its subcontractors of any tier that hire other subcontractors must verify mandatory responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and SCC 3.04.131(2) and possesses an electrical contractor license, if required by Chapter 19.28 RCW, or an elevator contractor license, if required by Chapter 70.87 RCW.
8. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. The CONTRACTOR shall defend, indemnify and hold the COUNTY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this AGREEMENT, except for injuries and damages caused by the sole negligence of the COUNTY.

Should a court of competent jurisdiction determine that this AGREEMENT is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONTRACTOR and the COUNTY, its officers, officials, employees and volunteers, the CONTRACTOR's liability hereunder shall be only to the extent of the CONTRACTOR's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONTRACTOR's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this AGREEMENT.

10. The CONTRACTOR shall procure and maintain for the duration of the AGREEMENT, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the WORK hereunder by the CONTRACTOR, its agents, representatives, employees or subcontractors, as set forth in Exhibit A, attached hereto and incorporated herein by this reference.
11. **Non-discrimination.** It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

Exhibit A

INSURANCE REQUIREMENTS

No Limitation. CONTRACTOR's maintenance of insurance as required by the AGREEMENT shall not be construed to limit the liability of the CONTRACTOR to the coverage provided by such insurance, or otherwise limit the insurance to the additional insured, or the COUNTY's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance and Limits

CONTRACTOR shall obtain insurance of the types described below:

1. Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from Premises Operations, Products-Completed Operations, Personal Injury/Advertising Injury, and Liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage.
2. Automobile Liability insurance covering Any Auto (Symbol 1) with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01, or a substitute form, providing equivalent liability coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk (Applicable Not Applicable) insurance covering interests of the COUNTY, the CONTRACTOR, subcontractors, and sub-subcontractors in the WORK in the amount of the completed value of the WORK with no coinsurance provisions. Builders Risk insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage for physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. Deductibles for flood and earthquake perils may be accepted by the COUNTY upon written request by the CONTRACTOR and written acceptance by the COUNTY. Any increased deductibles accepted by the COUNTY will remain the responsibility of the CONTRACTOR. The Builders Risk insurance shall be maintained until final acceptance of the WORK by the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk (if applicable) insurance:

1. 'Snohomish County, its officers, elected officials, agents and employees' shall be named as additional insured including Products-Completed Operations. An Additional Insured Endorsement must be attached to the Certificate of Liability Insurance. The following Additional Insured Endorsements are acceptable: an ISO standard CG 20 10 Owners, Lessees, Contractors – Scheduled Person or Organization AND CG 20 37 Owners, Lessees, Contractors – Completed Operations, or their equivalent.
2. Insurance placed with insurers with a current A.M. Best rating of not less than A:VII.
3. The CONTRACTOR's insurance coverage shall be primary insurance with respect to the COUNTY. Any insurance or self-insurance coverage maintained by the COUNTY shall be excess of the CONTRACTOR's insurance and shall not contribute with it. The COUNTY reserves the right to approve all deductibles and to receive a certified copy of insurance policies.
4. The CONTRACTOR's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY.

C. Contractor's Insurance for Other Losses

The CONTRACTOR shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, CONTRACTOR's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the CONTRACTOR, or the CONTRACTOR's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

D. Waiver of Subrogation

The CONTRACTOR and the COUNTY waive all rights against each other any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance (if applicable) or other property insurance obtained pursuant to the Insurance Requirements provisions of this CONTRACT or other property insurance applicable to the WORK. The policies shall provide such waivers by endorsement or otherwise.

E. Verification of Coverage

CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance and a copy of the amendatory endorsements, including but not necessarily limited to the Additional Insured Endorsements, evidencing the compliance with the required insurance by the CONTRACTOR before commencement of the WORK.

Before any exposure to loss may occur, the CONTRACTOR shall file with the COUNTY a copy of the Builders Risk insurance policy (if applicable) that includes all applicable conditions, exclusions, definitions, terms and endorsements related to the WORK.

The COUNTY reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

CONTRACTOR shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the CONTRACTOR (with the exception of Builders Risk insurance, if applicable). At the request of the COUNTY, the CONTRACTOR shall provide evidence of such insurance.

PERFORMANCE, PAYMENT & WARRANTY BOND
RCW 39.08

KNOW ALL PERSONS BY THESE PRESENTS, that, _____ doing
(Name of Contractor)
business as an _____ and licensed to do business in the State of
(Individual, Partnership, or Corporation organized under the laws of the State of)
Washington as a contractor, as PRINCIPAL, and _____ as a
(Name of Surety)
corporation organized under the laws of the State of _____ and authorized to transact business
(if not corp. explain _____)
in the State of Washington as a surety, as SURETY, their heirs, executors, administrators, successors
and assigns, are jointly and severally held and bound unto the COUNTY of Snohomish, Washington,
hereinafter called COUNTY, for payment in the sum of _____ Dollars
(\$_____). Surety agrees that in all matters relating to this obligation, that surety is bound by
the laws of the State of Washington and that surety is subject to the jurisdiction of the State of
Washington.

THE CONDITION OF THIS OBLIGATION IS THAT: WHEREAS, on the ____ day of _____, 20____,
the PRINCIPAL executed a contract with the COUNTY for

Project Name: _____
Project Number: _____ Bid Number: _____

WHEREAS, the PRINCIPAL, in the terms, conditions and provisions of the contract, agreed to furnish
all material and do certain work, to-wit: that the PRINCIPAL will undertake and complete the project
identified above according to the maps, plans, specifications and other documents made a part of
said contract, which contract as so executed, is attached hereto, and by this reference is incorporated
herein and made a part hereof as fully for all purposes as if set forth at length.

NOW, THEREFORE, if the PRINCIPAL shall faithfully and truly observe and comply with the terms,
conditions, and provisions of said contract in all respects and shall well and truly and fully do and
perform all matters and things undertaken to be performed under said contract, upon the terms
proposed therein, and within the time prescribed therein, and until the same is accepted by the
COUNTY, and shall pay all laborers, mechanics, subcontractors and material persons, and all persons
who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of
such work, and shall in all respects faithfully perform said contract according to law, then this
obligation is to be void, otherwise to remain in full force and effect.

WITNESS our hands this ____ day of _____, _____.

PRINCIPAL
Name: _____

By: _____
(Signature of Authorized Rep.)

Address: _____

(Typed Name of Authorized Rep.)

Title: _____

SURETY

Name: _____
(Attorney-in-fact for SURETY*)

By: _____

Name/Address of Local Office or Agent

(Typed name of Attorney-in-Fact)

ACCEPTED: SNOHOMISH COUNTY

By: _____
Bramby Tollen, Purchasing Manager

Date: _____

Approved as to form:

By: _____
Deputy Prosecuting Attorney

Date: _____

*This bond must be accompanied by a fully executed Power of Attorney appointing the Attorney-in-Fact.

**CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE**

(REFERENCE - CHAPTERS 60.28 AND 39.12 RCW)

Project Name: _____ # PW-23-007SB

I hereby elect to have the retained percentage of this contract: (Choose One)

A. FUNDS TO BE HELD BY AGENCY:

Retained in a fund by the County for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is latter, and in accordance with Chapters 60.28 and 39.08 RCW.

Date: _____ Signed: _____

B. FUNDS TO BE PLACED IN SAVINGS ACCOUNT:

Deposited by the County in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is latter, and in accordance with Chapters 60.28 and 39.08 RCW. Interest on such account shall be paid to the Contractor.

If this option is selected, complete an "Assignment of Savings" or the attached "Time Deposit Escrow Retained Percentage Holding Account" form.

Date: _____ Signed: _____

C. FUNDS TO BE PLACED IN AN ESCROW ACCOUNT CHOSEN BY CONTRACTOR:

Placed in escrow with _____
(designate a bank or trust company) by the County until thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is latter, and in accordance with Chapters 60.28 and 39.08 RCW.

Submit 3 signed escrow agreements from your bank and attach to this option form.

When the monies reserved are to be placed in escrow, the County shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. This check shall be converted into bonds and securities chosen by the Contractor and approved by the County and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues.

I further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The County shall not be liable in any way for any costs or fees in connection therewith.

Date: _____ Signed: _____

C. BOND IN LIEU OF RETAINAGE:

Effective until sixty (60) days following completion date of the work and in accordance with Chapters 60.28 and 39.12 RCW.

Date: _____ Signed: _____

**ASSIGNMENT OF SAVINGS OR TIME DEPOSIT ESCROW
RETAINED PERCENTAGE HOLDING ACCOUNT**

The undersigned _____ hereby referenced to as "Contractor" has directed SNOHOMISH COUNTY herein referred to as "Agency" to deliver its warrants or checks payable to _____, hereinafter the "Bank" and the Contractor jointly. Such warrants or checks shall be deposited to Account # _____ as an Escrow Retained Percentage Holding Account.

All deposits to the account shall not be subject to withdrawal until the Bank is notified by the Agency, in writing, authorizing the release of such funds. All interest earned on this account shall be paid to the Contractor. Any costs or fees incurred as a result of placing the said retained percentage funds in this account shall be paid by the Contractor.

_____ SNOHOMISH COUNTY _____	
Contractor	Agency
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____

Date: _____	Date: _____

_____ **Bank** _____

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Date: _____



SNOHOMISH COUNTY
ESCROW AGREEMENT INSTRUCTIONS

Attached are three escrow agreements to be completed by your company and forwarded to your escrow agent for completion and retention as follows:

- 1) Have the escrow agent retain one completed signed agreement
- 2) Retain one completed agreement for your files
- 3) Return the third completed agreement to:

Contact Name: _____

Dept/Division: _____

Address: _____

If you have any questions, contact _____ at (425) ____ - ____, ext. ____.

****County Departments: Please send copy of completed agreement to Finance c/o Accounting Analyst.***



Contract No.: _____

Public Body: Snohomish County

Project Name: _____

Completion Date: _____

Escrow No.: _____

ESCROW AGREEMENT

TO: _____ ESCROW AGENT
(ESCROW AGENCY AND BRANCH)

ESCROW AGENCY

ADDRESS

CITY

WASHINGTON _____
ZIP CODE

This Escrow Agreement is for the investment of the retained percentages of the above contract in accordance with Chapter 38, Laws of 1970, amending RCW 60.28.011, 60.28.030 and 60.28.050.

The Undersigned, _____, hereinafter referred to as the Contractor, has directed Snohomish County, hereinafter referred to as the Public Body, to deliver to you its warrants, checks or drafts which shall be payable to you and the Contractor jointly. Such warrants, checks or drafts are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Upon delivery to you, warrants, checks or drafts made payable to you and the Contractor jointly shall be endorsed by you and forwarded for collection. The moneys from all such warrants, checks or drafts received hereunder shall be used by you to purchase bonds or other securities selected by the Contractor and approved by the Public Body. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided said direction otherwise conforms with the restrictions on investments recited herein. The Contractor, subject to express written approval of the Public Body, may select other bonds or securities, except stocks.
2. The investments selected by the Contractor, approved by the Public Body and purchased by you must mature on or before the date set for the completion of the contract, including extensions thereof. After the completion date of the contract, you shall not be required to invest the money held by you and derived from the sale or redemption of matured investments until authorized to do so by the Contractor and the Public Body, which authorization shall include the completion date of the extension.
3. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.
4. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the Public Body's warrants) except in accordance with the written instructions from the Public Body. Compliance with such instructions shall relieve you of any further liability related thereto.
5. In the event the Public Body orders you to do so in writing, you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you, hereunder, to the Public Body.



6. The Contractor agrees to pay you for your services and hereunder compensation in accordance with your published schedule of Escrow Fees - Public Works Contracts. Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the Public Body directs the release to the Contractor of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.
7. This agreement shall not be binding until executed by the Contractor and the Public Body and accepted by you.
8. This instrument contains the entire agreement between you, the Contractor, and the Public Body with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow and do hereby execute this agreement on this _____ day of _____, 20____.

_____ Snohomish County

 (Contractor) (Public Body)

By _____
(Title)

_____ (Address) _____ (Date)

_____ (City, State, Zip code)

_____ (Tax Identification No.)

The above escrow instructions received and accepted this _____ day of _____, 20____.

_____ ESCROW AGENT

By _____ AUTHORIZED OFFICER

SNOHOMISH COUNTY
RETAINAGE BOND
(Bond In Lieu of Retainage - RCW 60.28)

KNOW ALL PERSONS BY THESE PRESENTS, THAT _____
a corporation organized under the laws of the State of _____ and registered to
do business in the State of Washington as a contractor, as Principal, and _____
_____ a corporation organized under the laws of the State of _____ and
registered to transact business in the State of Washington as surety, as Surety, their heirs, executors,
administrators, successors and assigns, are jointly and severally held and bound to the County of
Snohomish, Washington, hereinafter called COUNTY, and are similarly held and bound unto the
beneficiaries of the trust fund created by RCW 60.28, in the sum of five percent (5%) of all amounts
earned by the Principal on the contract described below.

THE CONDITIONS OF THIS BOND OBLIGATION ARE THAT:

WHEREAS, on the _____ day of _____, 20__, the Principal executed a contract with the COUNTY
for:

Project Name: _____

Contract Number _____; and

WHEREAS, said contract and RCW 60.28 require the COUNTY to withhold from the Principal the sum
of five percent (5%) from monies earned by the Principal on estimates during the progress of the
construction, hereinafter referred to as earned retained funds;

AND WHEREAS, the Principal has requested that the County not retain any earned retained funds as
allowed under RCW 60.28.

NOW, THEREFORE, the condition of this obligation is such that the surety is held and bound to the
COUNTY and to the beneficiaries of the trust fund created by RCW 60.28 in the sum of five percent
(5%) of the final contract cost which shall include any increases due to change orders, increases in
quantities of work, addition of new items of work, or otherwise, hereafter referred to as the final contract
cost. If the Principal shall use the earned retained funds, which will not be retained, for the trust fund
purposes of RCW 60.28, and all trust fund purposes of RCW 60.28 have been met, then this obligation
shall be null and void; otherwise, it shall remain in full force and effect until release is authorized in
writing by the COUNTY.

IT IS FURTHER EXPRESSLY AGREED THAT:

1. The liability of the Surety under this bond shall not exceed five percent (5%) of the final contract cost, if no monies are retained by the COUNTY on estimates during the progress of construction.
2. The COUNTY reserves the right to resume the actual withholding of earned retained funds according to the contractor's designated option for management of Retainage under RCW 60.28.010(2). In the event the COUNTY resumes withholding of earned retained funds, the liability of the Surety under this bond shall not exceed the actual amount of the earned retained funds which have been released and are not currently held by the COUNTY.
3. The Surety hereby consents to and waives notice of any extension in the time for performance of the contract, assignment of obligations under the contract, or contract alteration, amendment, or change order.

4. Any suit under this bond must be instituted within the time period provided by applicable law. The bond shall be subject to all claims and liens and in the same manner and priority as set forth for retained percentages in RCW 60.28.
5. Until written release of this obligation by the COUNTY, this bond may not be terminated or canceled by the Principal or the Surety for any reason. Any extension of time for the Principal's performance on the contract, assignments of obligations under the contract or any amendment to the contract of any kind shall not release the Surety from its obligation under this bond.
6. RCW 60.28 authorizes the COUNTY to substitute a retainage bond in lieu of ever actually retaining earned retained funds and the Surety hereby waives any defense that this bond is void or otherwise not authorized by law
7. Any claim or suit against the COUNTY to foreclose the liens provided for by RCW 60.28 shall be effective against the Principal and Surety and any judgment under RCW 60.28 against the COUNTY shall be conclusive against the Principal and the Surety.

WITNESS our hands this _____ day of __, 2017.

SURETY:

PRINCIPAL:

(Name)

(Name)

Attorney-in-Fact for Surety

(Address)

(Typed Name)

(City, State, Zip Code)

(Name of Local Office or Agent)

(Signature of Authorized Representative)

(Address of Local Office or Agent)

(Typed Name of Authorized Representative)

(City, State, Zip)

(Title)

(Area Code and Phone Number)

(Area Code and Phone Number)

**ACCEPTED:
SNOHOMISH COUNTY**

PURCHASING MANAGER

DATED

*This bond must be accompanied by a fully executed Power of Attorney appointing the Attorney-in-fact.