



BID PACKET FOR:

Rainier Block Site Improvements Project

Project #31-2309

OFFERED BY:

LEWIS COUNTY
DEPARTMENT OF INTERNAL SERVICES

FACILITIES DIVISION

351 NW North Street

Chehalis, WA 98532

Mailing Address:

351 NW North Street

Chehalis WA 98532

Phone: 360-740-1337

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1.

CALL FOR BIDS

CALL FOR BIDS

Lewis County Rainier Block Site Improvements Project #31-2309

NOTICE IS HEREBY GIVEN that Lewis County will open sealed bids and publicly read them aloud at or after 2:30 PM., on Thursday, July 12, 2023 for the above project. The Bid Opening will take place in the Historical Courthouse, 351 NW North St, on the 2nd floor in the BOCC Hearing Room.

Each bid shall be in accordance with the plans, specifications, and other contract documents available online at: <https://lewiscountywa.gov/departments/central-services/facilities/facilities-call-for-bids/>

Project Name and #: Lewis County Rainier Block Site Improvements Project, #31-2309

Location of work: 100 Block of Chehalis Ave, Chehalis, WA

Contact Person: Doug Carey, Capital Facilities Manager (360) 740-1337 Doug.Carey@lewiscountywa.gov

Pre-Bid Walk: TBD

Each bid shall be accompanied by acceptable bid security in the sum of five percent (5%) of the bid amount, a signed non-collusion affidavit and a **signed** bid form.

Bid envelopes must be sealed and clearly labeled as:

Bid For: Lewis County Rainier Block Site Improvements Project, #31-2309

and delivered by 2:00 PM on the due date. Bids may be mailed or hand delivered to the BOCC Office.

Mailing Address:

Lewis County BOCC
351 NW North St.
Chehalis, WA 98532
Attn: Clerk of the Board

Physical Address:

Lewis County BOCC Office
351 NW North St., Room 210
Chehalis, WA

**SEALED BIDS MUST BE DELIVERED BY OR BEFORE
2:00 P.M. on July 12, 2023**

(Lewis County official time is displayed on Mitel phones in the BOCC Office. **Bids submitted after 2:00 PM will not be considered for this project.**)

The Lewis County Internal Services Department in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full 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.

**INSTRUCTIONS TO BIDDERS
FOR LEWIS COUNTY FACILITIES CONSTRUCTION PROJECTS
PART 0 – GENERAL CONDITIONS**

0.01 EXPLANATION TO PROSPECTIVE BIDDERS

- A. Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must submit a request in writing to the Architect/Engineer (A/E) or owner if no A/E, 7 calendar days before the bid due date. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders by addendum to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.
- B. In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all of its contracts by Minority and Women's Business Enterprises (MWBE) firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this invitation or as a subcontractor to a bidder. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids, no minimum level of MWBE participation shall be required as a condition for receiving an award, and bids will not be rejected or considered non-responsive on that basis.
- C. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.
- D. In accordance with RCW 39.04.320 the State of Washington requires 15% **Apprenticeship Participation** for all projects estimated to cost one million dollars or more. On applicable projects the bid advertisement and Bid Proposal form shall establish a minimum required percentage of apprentice labor hours compared to the total labor hours. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530, by phone (360) 902-5320, and e-mail at thum235@lni.wa.gov, to obtain information on available apprenticeship programs.

0.02 PREPARATION OF BIDS – CONSTRUCTION

- A. Bids must be: (1) submitted on the bid proposal forms, or copies of forms, furnished by the Owner or the Owner's agent, and (2) signed in ink. The person signing a bid must initial each change appearing on any bid form. If the bid is made by a corporation, it shall be signed by the corporation's authorized designee. The address of the bidder shall be typed or printed on the bid form in the space provided.
- B. The bid form may require bidders to submit bid prices for one or more items on various bases, including: (1) lump sum base bid; (2) lump sum bid alternate prices; (3) unit prices; or (4) any combination of items (1) through (3) above.
- C. If the solicitation includes alternate bid items, failure to bid on the alternates may disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.
- D. Substitute bid proposals will not be considered unless this solicitation authorizes their submission.

0.03 BID GUARANTEE

- A. When the sum of the base bid plus all additive bid alternates is \$35,000.00 or less, bid security is not required. When the sum of the base bid plus all additive alternates is greater than \$35,000.00, a bid guarantee in the amount of 5% of the base bid amount is required. Failure of the bidder to provide bid guarantee when required shall render the bid non-responsive.
- B. Acceptable forms of bid guarantee are: A bid bond or postal money order, or certified check or cashier's check made payable to the Lewis County Treasurer. The Owner will return bid guarantees (other than bid bond) to unsuccessful bidders as soon as practicable, but not sooner than the execution of a contract

with the successful bidder. The successful bidder's bid guarantee will be returned to the successful bidder with its official notice to proceed with the work of the contract.

- C. The bidder will allow 60 days from bid opening date for acceptance of its bid by the Owner. The bidder will return to the Owner a signed contract, insurance certificate and bond or bond waiver within 15 days after award of the contract. If the apparent successful bidder fails to sign all contractual documents or provide the bond and insurance as required or return the documents within 15 days after award of the contract, the Owner may terminate the award of the contract.
- D. In the event a bidder discovers an error in its bid following the bid opening, the bidder may request to withdraw its bid under the following conditions:
 - 1. Written notification is received by the Owner within 24 hours following bid opening.
 - 2. The bidder provides written documentation of the claimed error to the satisfaction of the Owner within 72 hours following the bid opening. The Owner will approve or disapprove the request for withdrawal of the bid in writing. If the bidder's request for withdrawal of its bid is approved, the bidder will be released from further obligation to the Owner without penalty. If it is disapproved, the Owner may retain the bidder's bid guarantee.

0.04 ADDITIVE OR DEDUCTIVE BID ITEMS

- A. The low bidder, for purposes of award, shall be the responsive bidder offering the low aggregate amount for the base bid item, plus additive or deductive bid alternates selected by the Owner, and within funds available for the project. The bidder agrees to hold all bid alternate prices until bid award and contract execution.

0.05 ACKNOWLEDGEMENT OF ADDENDA

- A. Bidders shall acknowledge receipt of all addenda to this solicitation by identifying the addenda numbers in the space provided for this purpose on the bid proposal form. Failure to do so may result in the bid being declared non-responsive.

0.06 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- A. The bidder acknowledges that it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and road; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the work. The bidder also acknowledges that it has satisfied itself as to character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the bidder to take the actions described and acknowledged in this paragraph will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work.

0.07 BID AMOUNTS

- A. The bid prices shown for each item on the bid proposal shall include all labor, material, equipment, overhead and compensation to complete all of the work for that item.
- B. The actual cost of building permit (only) and the public utility hookup fees will be a direct reimbursement to the Contractor or paid directly to the permitting agency by the Owner. Fees for these permits should not be included by the Bidder in the bid amount.
- C. The Bidder agrees to hold the base bid prices until bid award and contract execution.

0.08 TAXES

- A. The bid amounts shall not include Washington State Sales Tax (WSST). All other taxes imposed by law shall be included in the bid amount. The Owner will include WSST in progress payments. The Contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to the Owner if requested. [NOTE: Contractor must bond for contract amount plus the WSST.]

0.09 SUBMISSION OF BIDS

- A. Bid Proposals must be submitted on or before the time specified in the Advertisement for Bids.
- B. If the base bid and the sum of the additive alternates is one million dollars or more, the Bid Proposal shall comply with the following requirements:
 - 1. Pursuant to RCW 39.30.060, if the base bid and the sum of the additive alternates is one million dollars or more, the Bidder shall provide names of the Subcontractors with whom the Bidder will subcontract for performance of heating, ventilation and air conditioning (HVAC), plumbing, and electrical.
 - 2. The Bidder can name itself for the performance of the work.
 - 3. 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.
 - 4. Failure of the Bidder to submit as part of the bid the NAMES of such Subcontractors or to name itself to perform such work shall render the Bidder's bid nonresponsive and, therefore, void.
- C. The Bid Proposal shall be submitted in a sealed envelope addressed to the office specified in the Advertisement for Bids. The envelope shall have printed on the outside:
 - 1. The project number and description.
 - 2. The name and address of the bidder.
 - 3. Identification as Bid Proposal.
- D. Prior to the bid opening, the Owner's representative will designate the official bid clock. Any part of the bid proposal or bid modification not received prior to the times specified, per the designated bid clock, will not be considered and the bid will be returned to the bidder unopened.
- E. A bid may be withdrawn in person by a bidder's authorized representative before the opening of the bids. Bidder(s) representative will be required to show ID and sign on bid summary sheet before it will be released.
- F. People with disabilities who wish to request special accommodation, (e.g., sign language interpreters, Braille, etc.) need to contact the Owner ten (10) working days prior to the scheduled bid opening.

0.10 BID RESULTS

- A. After the Bid Opening, Bidders may obtain the tabulation of apparent bids from Lewis County by calling (360) 740-1192 or accessing the project information page on the Lewis County website.

0.11 LOW RESPONSIBLE BIDDER

- A. If applicable, it is the intent of the Owner to award a contract to the low responsible bidder. In determining the bidder's responsibility, the Owner shall consider an overall accounting of the attached **"DIVISION 00 RESPONSIBILITY CRITERIA"**. Upon Owner's request, the apparent low bidder must supply the requested information within two (2) business days of request by Owner. Withholding information or failure to submit all the information requested within the time provided shall render the bid nonresponsive. If the Owner determines that the apparent low bidder is not responsible, the Owner will notify the bidder of its preliminary determination in writing. Within three (3) days after receipt of the preliminary determination, the bidder may withdraw its bid or request a hearing. The Owner will schedule a hearing within three (3) working days of receipt of the bidder's request. The hearing members will include the Central Services Director, Public Works Director and Central Services Project Manager. The Owner will issue a Final Determination after reviewing information presented at the hearing. The Owner's Final Determination is specific to this project, and will have no effect on other or future projects.

B. “SUBCONTRACTOR RESPONSIBILITY CRITERIA” In accordance with SHB 2010 amending RCW 39.04 the Contractor shall include the language of this paragraph in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number; and if applicable, have:
 - a. Have Industrial Insurance (workers’ compensation) coverage for the subcontractor’s employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 - f. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

0.12 CONTRACT AWARD

A. The Owner will evaluate bid responsiveness and bidder responsibility.

A bid will be considered responsive if it meets the following requirements:

1. It is received at the proper time and place.
2. It meets the stated requirements of the bid proposal.
3. It is submitted by a licensed/registered contractor within the State of Washington at the time of bid opening and is not banned from bidding by the Department of Labor and Industries.
4. It is accompanied by a bid guarantee, if required.

A bid will be considered responsible if it meets the following requirements:

1. It meets an overall accounting of the responsibility criteria established for the project.
- B. The Owner reserves the right to accept or reject any or all bid proposals and to waive informalities that do not affect the essential fairness of the bidding process.
- C. The Owner may negotiate bid price adjustments with the low responsive bidder, including changes in the contract documents, to bring the bid within the available funding per RCW 39.04.015.
- D. The apparent low bidder, for purpose of award, shall be the responsive bidder offering the low aggregate amount for the base bid plus selected additive or deductive bid alternates and meeting all other bid submittal requirements.
- E. The Contract will only become effective when signed by the Owner. Prior to the Owner’s signature, any and all costs incurred shall be the sole responsibility of the bidder.

Division 00
Responsibility Criteria
Low Responsible Bidder

It is the intent of the Owner to award a contract to the low responsible bidder. In determining the bidder's responsibility, the Owner shall consider an overall accounting of the items listed below. The bidder must submit the following information, demonstrating that they meet the listed criteria:

1. Capacity

Category	Required Information / Criteria
<input type="checkbox"/> Current Workload	<p>On a separate sheet, list all the major projects your firm has in progress or are projected to commence during the next 6 months, giving the name of project, Owner, architect, contract amount, percentage complete and scheduled completion date. Failure to list all major projects shall render the bid non-responsive.</p> <p>List the current or projected workload for the next 12 months including this Contract, expressed in total contract value. \$ _____</p> <p>List actual contracted workload for the previous 12 months, expressed in total contract value. \$ _____</p> <p>The bidder's current or projected workload, during the life of this contract, shall not exceed 150% of the actual contracted workload over the previous 12 months unless the bidder can demonstrate to the Owner's satisfaction that it has the capacity to assume the additional work of this project, provide adequate staffing, and meet project demands.</p>

2. Previous Experience

Category	Required Information / Criteria
<input type="checkbox"/> List of Completed Projects	<p>On a separate sheet, list all the major projects (\$75,000 and above) your firm has completed in each of the past five (5) years, giving the name of project, Owner (contact name and phone numbers, architect (contact name and phone numbers), contract amount, date of completion and percentage of the cost of the work performed with your own forces. This information will be used for references.</p>

- ☐ Experience of Superintendent or Project Manager

Submit resume and references if different than above, of the person proposed by the bidder to superintend the work. This person shall have managed projects of similar complexity and similar size, and successfully completed the project within the last three (3) years.

Superintendent and/or Project Manager shall not be replaced on the project without full consent of the Owner.

- ☐ Equipment

Submit affidavit that firm has equipment necessary to perform all phases of work, including HMA pavers, planning or grinding machines, asphalt saws, etc.

- ☐

3. Ability to Perform Within Time Specified

Category

Required Information / Criteria

- ☐ Contractor's Ability to Meet the Project Schedule

On a separate sheet, list the project titles, original contract time, and change order time extensions for three specific projects. Bidder shall document that it achieved substantial completion of three previous projects of similar size and scope within no more than 105% of the final contracted time for completion (including change ordered adjustments).

4. References

Category

Required Information / Criteria

- ☐ References from Owners of Previous Projects

Owner will check references by contacting owners of previous projects on bidder's performance over the last five years. On average, such references shall be satisfactory or better on a five category scale with "satisfactory" at mid scale. A reference score sheet will be utilized for rating completed projects of similar scope and value.

- ☐ Public Agency Debarment

Bidder shall not have been debarred by any Public agency within the last two (2) years.

The apparent low bidder must provide the above required information within two (2) working days of receiving Owner notification. Failure to submit such information to the satisfaction of the Owner within the time provided shall render the bid non-responsive.

If the Owner determines that the apparent low bidder is not responsible, the Owner will notify the bidder of its preliminary determination in writing. Within three (3) days after receipt of the preliminary determination, the bidder may withdraw its bid or may request a hearing. The Owner will schedule a hearing within three (3) working days of receipt of the bidder's request. The Owner will issue a Final

Determination after reviewing information presented at the hearing. The Owner's Final Determination is specific to this project, and will have no effect on other or future projects.

2.

DOCUMENT CHECK LIST

(Lewis County Forms Only)

The following items must be returned in the completed bid package:

1. Signed Bid Form
2. Bid Bond
3. Signed Non-Collusion Affidavit

3.

Project Scope and Specifications

Exhibit A
SCOPE OF WORK

Provide and install new parking lot and sidewalks, infrastructure and street improvements as per Drawings and specifications provided by KMB Architects and associates.

SPECIFICATIONS

See attached project manual, Lewis County Site Development.

Exhibit B- Compensation

Compensation will be made in the amount of \$_____ plus Washington State Sales Tax upon completion of contract. Progress payments may be made at County's discretion upon County's approval of Contractor's invoices, to the extent that said invoices reflect the completion of project milestones by the Contractor (milestones are points at which significant components of the project have been completed and at which tangible project deliverables of material value have been received by the County).

4.

LEWIS COUNTY
AGREEMENT
GENERAL TERMS AND
CONDITIONS

AGREEMENT

EFFECTIVE DATE: _____

_____, hereinafter called CONTRACTOR, and LEWIS COUNTY, hereinafter called COUNTY, agree as set forth in this Agreement, including: Scope of Work, Specifications, Compensation, Bid Response forms, General and Special Conditions, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

Project: _____
Bid Price (with accepted alternates: \$ _____

The term of this Agreement shall commence upon the date of execution as shown above. This agreement may be renewed or terminated upon written notice provided either by the County or the service provider thirty (30) or more days prior to the effective date of renewal or termination.

CONTRACTOR acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 7, 14, 15, 16, 21, 22, and 25, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, _____.

CONTRACTOR:

LEWIS COUNTY

Title of Signatory
Authorized by the firm By Laws

Steve Wohld
Lewis County, Chief of Internal Services

Mailing Address:

Approved as to Form Only:
Jonathan Meyer, Prosecuting Attorney

By: _____

UBI or Contractors License#

Deputy Prosecuting Attorney

Federal Business Tax ID No.

GENERAL CONDITIONS

1. **Scope of Contractors Services:**

The Contractor agrees to provide to the County services and any material set forth in the project narrative identified as Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. **Accounting and Payment for Contractor Services:**

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by Lewis County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number days worked each month, total number of hours for the month, and total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Lewis County (hereinafter referred to as the "Contracting Officer"), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than weekly; through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

3. **Assignment and Subcontracting:**

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer or as set forth in Exhibit "A".

4. **Labor Standards and Contract Assistance:**

The Contractor shall comply with the provisions of the Lewis County Contract and Procurement Assistance Program as applicable, attached hereto as "Special Conditions".

5. **Independent Contractor:**

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor. The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Lewis County employees.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

6. **No Guarantee of Employment:**

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. **Taxes:**

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be

reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. **Regulations and Requirement:**

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Special Conditions.

9. **Prevailing Wages**

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.

Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

10. **Right to Review:**

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Lewis County, State of Washington, upon request.

11. **Modifications:**

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

12. **Termination for Default:**

If the Contractor defaults by failing to perform any of the obligations of the contract or cannot perform because of regulatory order or failure to comply with regulatory requirements, including but not limited to applicable licensing laws, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy- or insolvency or make an assignment for the benefit of creditors, the County may, by depositing written

notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until work called for, as may be applicable under Exhibit "A", has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, as may be applicable under Exhibit "A", including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

13. **Termination for Public Convenience:**

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

14. **Insurance Coverage:**

Contractor shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
2. **Workers' Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
3. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of County following receipt of proof of insurance as required herein.

Policy or policies must list Lewis County as "primary, non-contributory" additionally insured.

15. **Defense & Indemnity Agreement.**

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, agents, and volunteers, harmless from and against any and

all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers, and/or Contractor's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from or in connection with performance of this Agreement; or 3) are based upon the Contractor's or its subcontractors' use of, presence upon or proximity to the property of the County. Contractor's indemnity obligations shall extend to, but shall not be limited to, claims for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom).

This indemnification obligation of the Contractor shall not apply if the claim, damage, loss or expense is caused by the sole negligence of the County. In the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees and agents. This indemnification obligation shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement, are reflected in the Contractor's compensation, and have been mutually negotiated by the Parties.

16. **Participation by County – Right to participate; Survival of Contractor's Indemnity Obligations; Indemnity for Subcontractors.**

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and any such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Agreement, the Contractor shall include as a requirement in each such contract that Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

17. **Venue and Choice of Law:**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Lewis. This Agreement shall be governed by the law of the State of Washington.

18. **Withholding Payment:**

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

19. **Payment and Performance Bond**

Payment and performance bonds for 100% of the Contract Sum, including all Change Orders and state sales tax, shall be furnished for the Work, and shall be in a form acceptable to the Owner. No payment or performance bond is required if the Contract Sum is \$35,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for the period allowed by RCW 39.08.010.

20 **Future Non-Allocation of Funds:**

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

21. **Contractor Commitments, Warranties and Representations:**

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, p6ces or options for future acquisition to remain in effect for a fixed period, or warranties.

22. **Patent/Copyright Infringement:**

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

23. **Disputes:**

A. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

B. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, Labor and material used, and all costs and additional time claimed to be additional.

C. Detailed Claim

The Contractor is not entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

24. **Ownership of Items Produced:**

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

25. **Confidentiality:**

In the event that the Contractor comes in contact with or obtains knowledge of confidential information, the Contractor shall maintain the confidentiality of all obtained information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Lewis County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

26. **Notice:**

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the Contract Manager for whom services are rendered, to wit: Steve Wohld, Chief of Internal Services, 351 NW North Street, Chehalis, Washington 98532-1900. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected above. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

27. **Severability:**

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

28. **Waiver:**

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

29. **Survival:**

The provisions of this Agreement which by their nature are reasonably intended to survive the expiration of this Agreement shall so survive, including paragraphs 5, 10, 11, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, 27, 29, and 30, notwithstanding the termination or invalidity of any other portion of this Agreement for any reason.

30. **Entire Agreement:**

This written contract, including all special provisions and attachments, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

SPECIAL CONDITIONS

A. Definitions

The COUNTY is the recipient of CONTRACTOR'S services, and at all times acts through its Board of County Commissioners. The Contracting Officer of the COUNTY will be the Director of the Lewis County Chief of Internal Services, or his designee.

Contractor Registration

The CONTRACTOR agrees and covenants to furnish unto the COUNTY proper evidence that the CONTRACTOR has fully complied with the State Licensing Law.

CONTRACTOR shall include his contractor's license number in the space provided on the front page of this Agreement.

C. Non-Discrimination (Lewis County Funds)

The CONTRACTOR should be aware that public funds are being used to assist in this project. During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 or Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books and records for purposes of investigation to ascertain compliance with such rules, regulations and orders
6. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contract may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

7. The CONTRACTOR will include the provisions of Paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contract or vendor. The CONTRACTOR will take such action with respect to any sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. Original Specifications

It is hereby expressly agreed by and between the parties involved that in any matter, dispute, suit, or proceedings arising or in any way growing out of this contract in which it may be necessary to introduce into evidence the original of such specifications, that a printed copy thereof may be used in lieu thereof with like force and effect as though the original was produced.

E. Eight Hour Law and Payment for Labor

The CONTRACTOR agrees to comply with RCW chapter 49.28 providing that no laborer, workman or mechanic in the employ of the CONTRACTOR, sub-contractor, or other person doing or contracting to do the whole or any part of the work contemplated by this contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, provided that, in cases of extraordinary emergency, such danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight (8) hours of each calendar day shall not be less than one and one-half times the rate allowed for this same amount of time during eight (8) hours' service. Any work necessary to be performed after regular working hours, or Sunday or legal holidays shall be performed without additional expense to the COUNTY.

Notwithstanding the above provisions, a CONTRACTOR may enter into an agreement approved by the employees in which the employees may work up to ten (10) hours in a calendar day for not more than four (4) calendar days in a week.

CONTRACTOR further agrees that said contract is terminable in case the CONTRACTOR violates the provisions of such act.

The CONTRACTOR, and sub-contractors shall further verify that:

1. Contractor had not employed or retained any company or person (other than a full time bona fide employee working solely for the offeror) to solicit or receive this contract; and
2. Contractor has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and
3. Contractor has not been asked or otherwise coerced, whether expressed or implied, into contributing funds, for any purpose as a condition to doing business with the COUNTY.

It is further agreed that in case any dispute arises as to what are the prevailing wages for the work of a similar nature and such dispute cannot be adjusted by the parties involved, the matter shall be referred for arbitration to the Director of the Department of Labor & Industries of the State and his decision therein shall be final, binding, and conclusive on all parties.

- F. To the extent applicable, the parties agree that this agreement and CONTRACTOR'S work does not create or imply a license agreement for the use of software, code, or a computer program. CONTRACTOR agrees that COUNTY shall have the sole and exclusive ownership of all rights, title, and interest in all software, written code, computer programs created or written by CONTRACTOR and that COUNTY has the right of unlimited use of the software, code and programs, including reproduction, modification and sale. CONTRACTOR denies any proprietary rights, including copyrights, trademarks, trade secrets, or intellectual property rights, to any software, code or program.
- G. To the extent applicable, Contractor warrants that the computer code, software, or computer program installed by CONTRACTOR is not patented or copyrighted. CONTRACTOR will defend and indemnify the COUNTY from any claim, cause or demand brought against the COUNTY based upon copyright or patent of the software, computer code, or computer program installed by CONTRACTOR.

5.

Notice Prevailing Wage Requirement

This project has been determined to be “Public Works” as defined by RCW 39.04 and WAC 296-127 and is subject to Washington State Prevailing Wage Laws. Current Prevailing Wage Rates for work performed in Lewis County can be found at <https://secure.lni.wa.gov/wagelookup/>. The bid date used is May 4, 2021. These rates may not apply to work performed outside Lewis County.

In addition, successful Contractor may be required to produce Certified Payroll Records upon request.

6.

CERTIFICATE
OF
INSURANCE

EXHIBIT 1 -- INSURANCE COVERAGE REQUIREMENTS

✓ INDICATES WHAT TYPE OF INSURANCE IS REQUIRED

<u>TYPE OF INSURANCE</u>		<u>LIMITS OF LIABILITY</u>	
		Each Occurrence	Aggregate
GENERAL LIABILITY			
✓ Comprehensive Form	Bodily Injury	\$1,000,000	\$1,000,000
✓ Premises - Operations	Property Damage	\$1,000,000	\$1,000,000
Explosion & Collapse Hazard			
Underground Hazard			
<u>OR</u>			
✓ Products/Completed Operations Hazard			
✓ Contractual Insurance	Bodily Injury and Property Damage Combined Single Limit	\$1,000,000	\$1,000,000
✓ Broad Form Property Damage, Incl. Care, Custody Control			
✓ Independent Contractors			
✓ Personal Injury	Personal Injury	\$1,000,000	\$1,000,000
AUTOMOBILE LIABILITY			
✓ Comprehensive Form	Bodily Injury (Each Person)	\$500,000	
✓ Owned	Bodily Injury (Each Accident)	\$500,000	
✓ Hired	Property Damage OR	\$500,000	
✓ Non-Owned	Bodily Injury & Property Damage Combined Single Limit	\$500,000	
EXCESS LIABILITY (Over and above automobile and general liability)			
Umbrella Form	Bodily Injury/Property Damage Combined	\$1,000,000	\$1,000,000
OR			
✓ Excess Liability Gap Layer		\$500,000	\$500,000
✓ WORKER'S COMPENSATION and		Statutory	
✓ EMPLOYER LIABILITY		\$1,000,000	
OTHER			
Builder's All Risk	Amount of Contract Price	\$_____	
Errors & Omissions (Professional Liability)		\$500,000	

Please indicate: Claims-Made Form: _____, Occurrence Form: _____,
Extending Reporting Provisions Avail. _____

The Contractor's insurance company must provide a certificate of insurance on the Lewis County form showing the above required coverage and modified to conform to the following endorsement. The following endorsement must also be signed by the insurer.



INSURED (Legal name and business address)		CERTIFICATE HOLDER:			CONTRACT NUMBER	
		LEWIS COUNTY, WASHINGTON DEPT. OF CENTRAL SERVICES			DATE ISSUED:	
		LEWIS COUNTY HISTORICAL COURTHOUSE				
		351 N. W. NORTH STREET CHEHALIS, WASHINGTON 98532				
PROJECT DESCRIPTION / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS:						
This is to certify that policies of Insurance listed below have been issued to the Insured named above for the policy period indicated.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	Date Policy Effective (MM/DD/YY)	Date Policy Expires (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY				General Aggregate	\$
	<input type="checkbox"/> Commercial General Liability				Products Comp/Ops Aggregate	\$
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Personal & Advertising Injury	\$
	<input type="checkbox"/> Owner's & Contractors Protection				Each Occurrence	\$
	<input type="checkbox"/> Deductible \$				Fire Damage (Any One Fire)	\$
					Medical Expense (Any One Person)	\$
	AUTOMOBILE LIABILITY				CSL	\$
	<input type="checkbox"/> Any Auto				Bodily Injury (per person)	\$
	<input type="checkbox"/> All Owned Autos				Bodily Injury (per accident)	\$
	<input type="checkbox"/> Scheduled Autos				Property Damage	\$
	<input type="checkbox"/> Hired Autos					
	<input type="checkbox"/> Non-Owned Autos					
	<input type="checkbox"/> Garage Liability					
	<input type="checkbox"/> Deductible \$					
	EXCESS LIABILITY				Each Occurrence	Aggregate
	<input type="checkbox"/> Other Than Umbrella Form				\$	\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY	
					\$ (Each Accident)	
					\$ (Disease Policy Limit)	
					\$ (Disease-Each Employee)	
	OTHER					
ADDITIONAL PROVISIONS						
LEWIS COUNTY is included as additional insured as related to the above-mentioned project. Should any of the above described policies be cancelled before the expiration date thereof, the issuing Company must deliver or mail not less than 45 days written notice to the above Certificate Holder, per RCW 48.18.290						
COMPANIES AFFORDING COVERAGE			ISSUING COMPANY, AGENT OR REPRESENTATIVE			
NOTE: Attach a separate sheet to this certificate giving all the company names and their percentage of coverage, if clarification is needed,			NAME:			
			ADDRESS:			
Company Letter	A					
	B					
	C					
	D					

	E		
--	---	--	--

8.

NON-COLLUSION
AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON

COUNTY OF Lewis County

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to LEWIS COUNTY for consideration in the award of a contract on the improvement described as follows:

Rainier Block Site Improvements Project #31-2309

Further, that this bid is not a sham or collusion, and in no respect or degree is the bid made in the interest or on behalf of any person, firm, or corporation not named in the Proposal containing such bid.

(CORPORATE SEAL) _____

Name of Firm

Signature of Authorized Member

SWORN to before me this _____ day of _____, 20_____.

(SEAL) _____

Notary Public in and for the State of Washington

Residing at: _____

My commission expires: _____

8.

BID FORM

Project Name: **Rainier Block Site Improvements Project** Project No.: **31-2309**

Name of Firm: _____

**LEWIS COUNTY
DEPARTMENT OF CENTRAL SERVICES
FACILITIES DIVISION
351 NW NORTH ST, MS:PSD05
CHEHALIS, WA 98532**

In compliance
contract
the following
submitted:

BID PROPOSAL

with the
documents,
bid proposal is

1) **BASE BID** (*Including Trench Excavation Safety Provisions*)

_____ \$ _____
(Please print dollar amount in space above) (do not include Washington State Sales Tax)

TRENCH EXCAVATION SAFETY PROVISIONS

\$ _____

(Included also in Base Bid)

If the bid amount contains any work which requires trenching exceeding a depth of four feet, all costs for trench safety shall be included in the Base Bid **and indicated above** for adequate trench safety systems in compliance with Chapter 39.04 RCW, 49.17 RCW and WAC 296-155-650. Bidder must include a lump sum dollar amount in blank above (even if the value is \$0.00) to be responsive.

2) **BID ALTERNATES** (*Specify whether additive or deductive*)

(1) _____	\$ _____
(2) _____	\$ _____
(3) _____	\$ _____
(4) _____	\$ _____
(5) _____	\$ _____
(6) _____	\$ _____

Do not include Washington State Sales Tax **in alternate amounts.**

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

Time for Completion

The undersigned hereby agrees to complete all the work under the Base Bid (and accepted alternates) within _____ calendar days after the date of Notice to Proceed.

Project Name: **Rainier Block Site Improvements Project** Project No.: **31-2309**

Name of Firm: _____

UNIT PRICES (Where applicable) (Do not include Washington State Sales Tax)

Unit	Estimated Quantities	Additive	Deductive	Unit	Per
Item No.	Description	Unit Price	Price		Measurement
1		\$	\$		
2.		\$	\$		
3.		\$	\$		
4.		\$	\$		
5.		\$	\$		

The above unit prices shall be for any additive and deductive work within 15% of the above estimated quantities. The unit price shall include full compensation for the cost of labor, materials, equipment, overhead, profit and any additional costs associated with the unit bid.

The Owner reserves the right to accept or reject any or all unit prices within sixty (60) days of the bid date.

Subcontractor Listing – RCW 39.30.060

If the base bid and the sum of the additive alternates is one million dollars or more the bidder shall provide names of the subcontractors with whom the bidder will **directly** subcontract for performance of the following work. If the bidder intends to perform the work, the bidder must enter its name for that category of 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 the NAMES of such subcontractors or to name itself to perform such work shall render the bidder's bid nonresponsive and, therefore, void.

<u>Designated Work</u>	<u>Firm Name</u>
1. Heating Ventilation Air Conditioning (HVAC)	_____
1.a. HVAC Alternate Bid #____ (if applicable)	_____
2. Plumbing	_____
2.a. Plumbing Alternate Bid #____ (if applicable)	_____
3. Electrical	_____
3.a. Electrical Alternate Bid #____ (if applicable)	_____

Bidder may attach a separate sheet for additional alternate bid subcontractors.

Project Name: **Rainier Block Site Improvements Project** Project No.: **31-2309**

Name of Firm: _____

Apprenticeship Requirements

The apprentice labor hours required for this project are _____% of the total labor hours. The undersigned agrees to utilize this level of apprentice participation. Voluntary workforce diversity goals for this apprentice participation are identified in the Instructions To Bidders and Supplemental Conditions.

Liquidated Damages

The undersigned agrees to pay the Owner as liquidated damages the sum of \$_____ for each consecutive calendar day that is in default after the Contract Time. Liquidated damages shall be deducted from the contract by change order.

Receipt of Addenda

Receipt of the following addenda is acknowledged:

Addendum No. ____	Addendum No. _____
Addendum No. ____	Addendum No. _____
Addendum No. ____	Addendum No. _____

Name of Firm _____

NOTE: *If bidder is a corporation, write State of Incorporation; if a partnership, give full names and addresses of all parties below.*

Signed by _____, Official Capacity ____

Print Name _____

Address .

City _____ State _____ Zip Code _____

Date _____ Telephone _____ FAX _____

State of Washington Contractor's License No. _____

Federal Tax ID # _____ e-mail address: _____