

2020 Station 87 Apparatus Storage Facility



Bid Closing Date

June 24th, 2020, 1600 Hrs

North Kitsap Fire & Rescue

26642 Miller Bay Rd
Kingston, WA 98346

360.297.3619

05/13/2019

TABLE OF CONTENTS

Introduction_____	Page 3
Bid Instructions_____	Page 4
Bid Form_____	Page 10
Submission of Bids_____	Page 13
Bidder Affidavit_____	Page 14
Intent of Specification_____	Page 16
Design Criteria / Technical Evaluation_____	Page 16
Requirements_____	Page 17
Specifications_____	Page 20
Bid Protest Policy_____	Page 21
Exhibit A – Contract Form	Page 23
Exhibit B – Performance Bond	Page 39
Exhibit C – Non Collusion and Minimum Wage Affidavit	Page 40
Exhibit D - Certification of Compliance with Wage Payment Statutes	Page 41

Introduction

Sealed proposals will be received by North Kitsap Fire & Rescue, Kingston, Washington, USA up to the time of 1600 hours on June 24th, 2020 for the erection of a free standing apparatus storage Facility at one of the District properties. The sealed proposals are to be received at North Kitsap Fire & Rescue, 26642 Miller Bay Rd NE Kingston, Washington, 98346 on or before that date and time. North Kitsap Fire & Rescue (The District) accepts no responsibility for mail delays.

Bids will be opened and read out loud on June 24th, 2020 at 1605 hours at 26642 Miller Bay Rd NE Kingston, Washington.

The District reserves the right to reject any or all bids, or accept any presented which meet or exceed these specifications, which it may deem to be in the best interests of the District, and is not necessarily bound to accept the low bid. The District further reserves the right to waive any information to best serve the needs and proceedings herein.

All bids shall be exclusive of sales taxes, and be F.O.B. to North Kitsap Fire & Rescue, 26642 Miller Bay Rd NE Kingston, Washington.

Bidders will be notified of award within thirty (30) calendar days of the bid opening.

Each Bidder shall specify their completion date (maximum 120 days) after contractual start date of project.

The 2020 Apparatus Storage Facility Project Bid shall be bid as a complete project, inclusive of all requirements in Fire Department Specification. All trade name items listed shall be included in the base bid. If desired by the Bidder, other alternate trade name items may be listed on a separate sheet. These alternatives shall list price additions or deductions to be made if the alternate is chosen. Unless stated, herein nothing shall be deemed as restricting to the Bidder a particular trade name or brand. However, any alternates to trade names must be approved by the Fire District.

INSTRUCTIONS TO BIDDERS

1. **Identification of District:** North Kitsap Fire & Rescue “District”, is the entity issuing this invitation to bid. District is a municipal corporation and a political subdivision of the State of Washington.

District Mailing Address: 26642 Miller Bay Road NE Kingston, WA 98346

Telephone: 360-297-3619 FAX: 360-297-2653

District representative for all matters relating to this invitation for bids:

Sean Moran 360-340-4389 Email: moran@nkfr.org (mailing address as listed above)

The District representative for all matters relating to this invitation for bid is:

Sean Moran
North Kitsap Fire & Rescue
360.340.4389
moran@nkfr.org

2. **Definitions:** The following terms shall have the meaning set forth below when used in this instrument.

2.1 **Project:** This bid request is for the site work and erection of a pole (fabricated steel building) Apparatus Storage Facility. The address and scope of work is outlined in the bid specifications.

- NKF&R Station 87: 35100 Little Boston Road, Kingston, WA 98346

2.2 **Bidder:** Any person or entity that submits a qualified bid in response to the invitation for bids by the District. Also referred to as “supplier”.

2.3 **Bid Proposal:** Any bid submitted to the District in response to the invitation for bids issued by the District that complies with the bid requirements.

2.4 **Bid Documents:** The Bid Documents are identified as the Instructions to Bidders.

2.5 **Contractor.** The bidder who is awarded the contract to supply the equipment, apparatus or complete the public works project as described in the bid specifications issued by the District, whether referred to as successful bidder, contractor, or manufacturer in the subsequent documents.

2.6 **Contract Documents:**

2.6.1 **Bid Form.**

2.6.2 **Bidder Affidavit**

2.6.3 **Requirements**

2.6.4 **Station 87 Apparatus Storage Facility Specifications**

2.6.5 **Contract Form:** See Exhibit A.

2.6.6 **Performance Bond Form.** See Exhibit B.

2.6.7 Minimum Wage/Non Collusion Affidavit. See Exhibit C.

2.6.8 Certification of Compliance with Wage Payment Statutes. See Exhibit D

2.6.9 Certification of Prevailing Wage Training Requirements See Exhibit E.

3. **Invitation For Bids:** North Kitsap Fire District will accept Sealed bid proposals for the Station 87 Apparatus Storage Project as follows:

3.1. Time: Sealed Bid proposals must be received by the District on or before 4:00 p.m. on 6/24/20.

3.2. Place: Sealed Bid proposals may be mailed to the District mailing address or delivered to the same address.

3.3. Bid Opening: Bids will be opened at 4:05 p.m. on June 24th, 2020 at the District's Headquarters

3.4. Board Action: The Board of Commissioners will review the bid proposals submitted at an open public meeting at the District's Headquarters station on July 14th, 2020 at 7:00 p.m., and may take formal action at that time or at a subsequent meeting.

4. **Acceptance – Rejection of Bids:** The District reserves the right to reject any or all bids, to waive minor irregularities in any bids or in the bidding procedure, and to accept any bid presented which meets or exceeds these specifications and which the Board of Commissioners of the District deems to be in the best interest of the District. The Board of Commissioners reserves the right to accept the bid from the lowest responsible bidder taking into consideration the interests of the District and participating agencies as a whole. This may or may not be the bid with the low bid price.

4.1. Bid protest must comply with NKFR's Bid Protest Policy as outlined in 600-00030P1 (attached)

5. **Plans, Instruction to Bidders and Specifications:** The bid documents and specifications may be obtained by contacting Sean Moran (360-340-4389; moran@nkfr.org) between the hours of 7:30 and 4:30 pm on all regular business days (M-Fri). No printing cost apply.

6. **Examination of Documents and Site of Work: Site Visit:** Before submitting a bid each bidder shall review the scope of work and a site visit shall be required by all interested bidders. The mandatory site visit will be conducted on June 18th, 2020 at 10:00 a.m. All interested bidders must report to Station 87 35100 Little Boston Road NE Kingston, WA. Each Bidder shall fully inform themselves prior to bidding as to existing conditions and limitations under which the work is to be performed, and shall include in the Bid a sum to cover the cost of items necessary to perform the work as set forth in the Plans, Specifications and Contract. No allowance will be made to a Bidder because of lack of such examination or knowledge. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

7. **Inquiries/Addenda/Document Interpretations.** If any person contemplating submitting a bid for construction of the work is in doubt as to the true meaning of any part of the proposed contract documents, or finds discrepancies in or omissions from any part of the proposed contract documents, the prospective bidder may submit to District a written request for interpretation in accordance with the following:

7.1. Direct written questions to: Sean Moran (Paragraph 1) for contact information

7.2. Addenda may be issued during the bidding period. All addenda become part of the contract documents. Include resultant costs in the bid price. Clarifications, corrections and/or changes shall be sent out in writing via fax and/or email and to all prospective bidders.

- 7.3. Approved substitution addendum will be issued on 06/20/2020
- 7.4. Final Addendum will be issued on 06/22/2020. No further requests for information or clarification can be addressed after the final addendum.
- 7.5. Interpretation or correction of proposed contract documents will be made only by addendum and will be mailed or delivered to each general contract bidder of record. District will not be responsible for any other explanations or interpretations of the proposed contract documents.
8. **Contents of Bid Proposal.** All bid proposals shall contain or be accompanied by the following:
- 8.1. **Proposal:** A written proposal to manufacture, supply the product or complete this public works project described in the specifications in accordance with the instructions to bidders.
- 8.2. **Price:** The total bid price shall be exclusive of state and local sales or use tax based on the estimated quantities or work to be performed. Sales Tax shall be listed separately.
- 8.3. **Qualifications of Bidder.** Satisfactory evidence of the Bidder's qualifications as described in paragraph 18. Additionally provide satisfactory evidence of the bidder's ability to provide and install the product specified or complete the public works project. Bidder must also provide 3 references of similar projects. They shall also show that they are in a position to render prompt service and to furnish replacement parts and service for said product if applicable.
- 8.4. **Authority:** The bid must be signed by an authorized representative of the bidder as provided by paragraph 34.
- 8.5. **Subcontractor List.** Include the names of all subcontractors and a copy of their contractor's license for the State of Washington and a copy of their L&I certificate of coverage or extraterritorial certificate. The bidder shall provide with the bid proposal proof of such representative's authority to contractually bind the bidder.
9. **Bid Marking:** All bidders must submit one copy of the executed offer on the bid forms provided, signed and sealed in a closed opaque envelope, clearly identified with bidder's name, project name "2020 Station 87 Apparatus Facility" and District's name on the outside.
10. **Bid Bond:** The bidder shall provide with its bid proposal a bid bond issued by a bonding company that has an office in the State of Washington or certified check payable to the District in the amount of 5% of the total bid amount.
11. **Return of Bid Bond:** After the bids have been tabulated and compared, District shall return the bid bond or certified check accompanying each of the proposals as in its judgment will not be further considered. All other bid bonds or certified checks shall be held until the contract has been executed and the performance bond supplied at which time they shall be returned to the appropriate bidders.
12. **Withdrawal/Modification of Bids.** A bidder may, without prejudice to the bidder, withdraw, modify, or correct a proposal after it has been deposited with District, provided the request is filed with District, in writing, before the time set for opening the bid proposals. The original proposal, as modified by such writing, shall be considered as a proposal submitted by the bidder.
13. **Material Considerations.** Each of the requirements contained in this document are material and the failure of a bidder to comply with each requirement may constitute grounds for the rejection of the bid in the discretion of the Board of Commissioners.

14. **Specifications.** The technical specifications provided by the District are the minimum requirements. Any exceptions equivalent to or exceeding these specifications will be given due consideration. Bidders shall include their proposal specifications and design sheets. Any exceptions to strict compliance with the specifications shall be noted. A List of Exceptions to Specifications shall be prepared by the Bidder and included with the bid, indicating any and all exceptions, explaining each exception, and describing the specification proposed.
15. **Errors and Discrepancies:** Minor items of work or material omitted from the original description and scope of work, but inferable from information shown or obviously necessary for proper completion and operation of the work with accepted good practice shall be provided and/or performed by the contractor at no additional cost to District. The District will not be liable for any errors in any bidder proposal and bidders will not be allowed to alter or modify bids after the bid submittal deadline. The District reserves the right to correct or amend error such as typing, transportation or other obvious errors; however, the District is not required to make such corrections or amendments. If a bidder claims error and ask to be relieved of an award, the bidder will be required to promptly present certified work sheets documenting the error. If the District upon review of the work sheets is convinced, in the Districts sole discretion, that an honest, mathematically excusable error or omission of costs has been made, the Bidder, upon forfeiture of Bidder's bid bond may be relieved of Bidder's bid. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control.
16. **Offer Irrevocable - Time Period.** All bid proposals shall be deemed to be offers to enter into a contract and shall be irrevocable for a period of Sixty (60) days from the date of opening of the bids.
17. **Execution of Contract.** The successful bidder shall, within ten calendar days after receiving notice of award, execute the contract included in the bid documents as **Exhibit A**.
18. **Proof of Competency of Bidder.** It is the intent of the District to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the District to submit documentation demonstrating compliance with the criteria. The bidder must:
- 18.1. At the time of bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW proof of which must be submitted with the bid proposal.
 - 18.2. Have a current Washington State unified business identifier number.
 - 18.3. Have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security District number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW.
 - 18.4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
 - 18.5. Bidder must be a licensed Contractor in the State of Washington and shall provide License number and insurance information as part of the bid package.
19. **Construction Time.** The agreement will include a stipulation that the work be completed in a period of 120 calendar days following receipt of District's notice to proceed. District requires that the work of this contract be completed as quickly as possible. Consideration will be given to time of completion when reviewing the submitted bids. The bidder shall provide in the contract the date which the Apparatus Storage Facility will be completed and ready for occupancy. The completion date shall be no later than 120 calendar days, following receipt of the Districts notice to proceed subject only to labor strikes, acts of God or other delays not the fault of the supplier.

20. **Liquidated Damages.** If the project is not completed within the specified time period, because of difficulty in computing the actual damages to District arising from any delay in completing this contract, it is determined in advance and agreed by the parties that the contractor shall pay District the amount of \$100.00 per calendar day that the work remains uncompleted after expiration of the specified time for completion. The parties agree that this amount represents a reasonable forecast of the actual damages that District will suffer by failure of the contractor to complete the work within the agreed time period. The execution of the contract shall constitute acknowledgment by the contractor that the contractor has ascertained and agrees that District will suffer actual damages in the above amount for each day during which the completion of the work is delayed beyond the agreed completion date.
21. **Guaranty.** The contractor shall and does hereby guarantee for a period of not less than one (1) year from date of acceptance for workmanship by the Board of Commissioners all materials, workmanship and equipment installed under this contract to be as specified and of a good quality. Should any defect develop due to faulty material or workmanship within the guarantee period, the Contractor shall correct the defect and make good all damages that may have been caused by the defect. This work shall be done promptly and without cost to District and at the entire expense of the contractor. The contractor shall provide to District all manufacturer warranties at the completion of the work.
22. **Warranty.** If the manufacturer's warranty excludes warranties of any specific included components because such components are covered by the component manufacturer's warranty, the warranty of the component manufacturer shall be included with the bid proposal. Unless otherwise stated, the warranty of the manufacturer shall cover all components of the product including accessories. The warranty obligation shall include the following:
- 22.1. All materials and required labor.
 - 22.2. The term of the warranty or warranties.
 - 22.3. A copy of the warranty must be included in the bid.
23. **Bonds.** Prior to signing the contract, District will require the successful bidder to secure and post a Labor and Materials Payment Bond and a Performance Bond, each in the amount of 100% of the contract sum, and each in a form substantially in compliance with the Performance Bond Form attached as **Exhibit B..** Such bonds shall be issued by surety licensed to business in the State of Washington acceptable to District. Costs of such bonds shall be included in the bid price.
24. **Proof of Insurance and Bonds.** At or prior to delivery of the signed contract, the bidder to whom the contract is awarded shall deliver to District applicable certificates of Insurance and such Labor and Materials Payment Bond and Performance Bond as specified in the Contract Form attached as Exhibit A
25. **Approval of Bonds and Insurance.** Bonds and certificates of insurance shall be approved by District before the successful bidder may proceed with the work. Failure or refusal to provide bonds or certificates of insurance in a form satisfactory to District shall subject the successful bidder to loss of time from the allowable construction period equal to the time delay in furnishing the required material.
26. **Prevailing Wages.** The contractor shall pay prevailing wages as currently published by the Washington State -Department of Labor and Industries and shall comply with chapters RCW 39.12 and RCW 49.28. A notice of intent to pay prevailing wages and prevailing wage rates for the project must be posted for the benefit of workers. At the conclusion of the contract, the contractor and its subcontractors shall submit affidavits of wages paid to the Department of Labor and Industries for certification by the director. Final payment on the contract shall be withheld until certification by the director has been received by District that the prevailing wage requirements of the law have been satisfied. The contractor hereby certifies that it has not been cited for two violations within the last five (5) years, and is thus not prohibited from bidding

on public works contracts. The contractor further assures District that it will use no sub-contractor who is thus prohibited. This may be accomplished online at www.Lni.wa.gov/tradeslicensing/prevwage/intentaffidavits/gettingstarted

27. **Use of Apprentices.** If the bid for the project is over \$1,000,000, pursuant to RCW 39.04.320, the Contractor shall provide that 15% of all hours needed to complete the project are apprentice hours. The 15% of hours can be provided totally in one trade or can be distributed to all trades. Monthly reports will be filed with the District documenting how this requirement will be met.
28. **Retained Percentage.** District shall withhold a sum not to exceed 5% of each payment of the contract price in accordance with RCW 60.28 in the manner specified in the Contract Form attached as **Exhibit A**.
29. **Utilities and Trench Safety.** The contractor is responsible for locating any underground utilities affected by the work and is deemed to be an excavator for purposed of RCW 19.122 . Contractor shall be responsible for compliance with RCW 19.122 , including utilization of the "one call" locator system before commencing any excavation activities. The contractor is also responsible for ensuring adequate trench safety and compliance as required by the Washington State Industrial and Health Act. The contractor shall be responsible to notify, and pay for and coordinate his work for locator services.
30. **Safety.** All work shall be performed to comply with all county, state and federal safety regulations. Barricades, signs, guards and warning lights shall be installed around the construction site necessary to protect persons from injury. Security fencing is required until the building is secure and all openings are lockable.
31. **Laws and Regulations.** The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though written out in full therein. Bidders are advised that if successful, they will be required to meet all applicable federal, state, and local laws pertaining to permits, licenses, fees and taxes, as well as laws pertaining to employment and wages. Bidders are responsible for determining the extent and applicability of such laws. The work location for these projects are located inside Kitsap County. Contractors on this project may be required to obtain a Business License from Kitsap County.
32. **Patents.** The supplier shall defend any and all suits and assume all liability for any claims against the District, or any of its officials, employees, and agents for the use of any patented process, device or article forming a part of the product or any appliance to be furnished under the contract.
33. **Conflict of Interest.** Bidders must certify that no officer, agent, or employee of the District who has participated in the contract negotiations on the part of the District has pecuniary interest in the bid proposal and that the proposal is made in good faith without fraud, collusion, or participation of any kind by any other bidder under the same call for bids and that the bidder is submitting the bid in its own behalf and not as an undisclosed agent of any person or firm.
34. **Bid Form Signature.** The bid form shall be signed by the bidder, as follows:
- 34.1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
- 34.2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
- 34.3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president

/ secretary / treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the bid form in the bid envelope.

- 34.4. Joint Venture: Each party of the joint venture shall execute the bid form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a partnership.

BID FORM

TO: North Kitsap Fire & Rescue

We wish to submit for your consideration the following Bid for 2020 Station 87 Apparatus Storage Facility, per your Fire Department Specification. Said specification is attached with compliance, equals and exceptions noted for each individual item. Equals and exceptions are listed on attachments to the specification. Pricing contained is inclusive of all monetary obligations by the District to the Bidder.

Basic Bid, Kingston, Washington
Station 87 Apparatus Storage Facility \$ _____

Do Not Include Sales Tax In above numbers.

Sales Tax Rate: _____ % \$ _____

100% of Performance Bond Cost \$ _____

Payment terms for this Bid as quoted: Total NKF&R \$ _____

Total NKF&R \$ _____

Bid Form (page 2)

I hereby certify that this Bid as submitted by this company is for:

Description	Detail/Dimensions
Steel Fabricated Pole Building	44'X50'X14'
Clearance Height	Grade to Truss 13'
Floor Type	6" Concrete w/Fiber mesh & 6 Mil Visqueen
Roof Type	29 Gage Steel (color TBD)
Style	Ultra Panel
Eave Lights	None
Gutters	Continuous w/ 4-2" x #" Downspouts
Vented Ridge	None
Roof Screws	1 1/2" x #14
Wall Screws	1 1/2" x #10
Roof Insulation	2" MBI-J600
Truss Type	4/12 Wood
Roof Purlins	2" x 6" DF-2' OC
Eave Overhang	18" (both eaves)
Gable Overhang	None
Siding Type	29 Gage Steel Color TBD
Wall Insulation	2" MBI-J600
Column Type	.60 Treated Wood
Wall Girts	2" x DF-2' OC
Window Type	4 – 4' x 3' Vinyl Sliders
Doors	3 12' x 12' Steel insulated commercial grade garage doors
Door	1 - 4' x 6'8" Steel Man Door

Bidder needs to follow the IBC 2018 as well as all applicable Kitsap County Codes for a building of this type

Enclosed with our Bid is an explanation of what we propose to furnish in lieu of the specified requirements where exception has been indicated. The attached copy of the Specifications and attached list of exceptions shall be considered the accurate description of the items we bid, and shall become binding if the Bid is awarded to this company.

Bidding Company: _____

Name of Bidder (Print): _____

Signature of Bidder: _____

Date: _____

Notary's Stamp Subscribed and sworn before met this _____ day of _____, 2020

Notary Public

Commission Expires _____

Submission of Bids

Bidders are required to return these specifications as part of their written bid proposal. Bids shall be submitted only in the format hereinafter set forth and on the forms attached. Any bid not in accordance with these instructions, in the form prescribed, containing bids not asked for, or not completing all statements on the bid forms, shall be cause for rejection. Proposals that contain any omissions, erasures, alterations, additions, items not called for in the bid documents, or those that contain irregularities of any kind, shall not be considered. All signatures shall be in ink, and no proposal shall be considered unless signed.

Bids shall be submitted in a sealed envelope endorsed on the outside with the statement, "2020 Station 87 Apparatus Facility" and bearing the date and time of the bid opening. Bids received after the designated time shall not be accepted.

The bid price shall be good for a period of sixty - (60) days from the date of the bid opening. If work is delayed due to a Government Order ie. "Stay at Home" then bid price stays in effect until order is lifted.

Responsibility of Bidder

A mandatory pre-bid site visit walk through is scheduled on 06/18/2020. All interested Bidders are required to attend. The site visit will start at 10 a.m. at 35100 Little Boston Road , NE, Kingston, WA 98346

Failure to sign and return the Bidder Affidavit shall be grounds for immediate rejection of the bid.

BIDDER AFFIDAVIT

I, _____ as the authorized agent for _____

_____ do hereby attest and affirm that the following information is true and that the proposal submitted by our firm complies with the instructions, requirements, and specifications contained in this bid submission, except where indicated below.

Yes _____ No _____ The proposal submitted is inclusive for all aspects of the project.

Yes _____ No _____ This is a public works job subject to Prevailing Wage and associated retainage and reporting.

Yes _____ No _____ Any performance tests shall be performed in compliance with the specifications and all applicable standards.

Yes _____ No _____ All pages of the Instructions to Bidders Requirements Specifications have been received and reviewed.

Yes _____ No _____ All questionnaires, and blanks have been accurately filled in.

Yes _____ No _____ A properly executed Bid Bond is enclosed.

Yes _____ No _____ Bidder complies with bid specifications.

Yes _____ No _____ Bidder complies with all permitting requirements.

Yes _____ No _____ Bidder has included Project Structure Drawings per specifications.

Yes _____ No _____ Bidder has provided 3 references of similar projects.

Yes _____ No _____ All specified warranties included and in compliance with specifications.

Yes _____ No _____ All proposed equipment is new and unused.

Yes _____ No _____ A complete copy of the bidder's detailed proposal is included.

Yes _____ No _____ A separate list of exceptions is attached.

Bidder Affidavit (page 2)

Authorized Bidder Information

Name (print) _____

Address _____

City _____,

State _____, Zip Code _____

Contact Person _____

Phone _____, Fax _____

Agent Signature _____, Date _____

Manufacturer Warranty Information

Name (print) _____

Address _____

City _____,

State _____, Zip Code _____

Phone _____

Fax _____

Email _____

Intent of Specifications

It is the intent of these specifications to describe, the requirements steel framed apparatus storage facility.

These specifications cover only the general requirements of the project. Minor details of construction and material where not otherwise specified are left to the discretion of the contractor, who shall be solely responsible for the design and the construction of those features.

Proposals shall only be considered from companies who are, certified in Steel Fabricated Building installation and have provided three references for similar sized projects.

Each bidder shall furnish satisfactory evidence of their certification, or represented company's, ability to provide the work requested.

Each bid shall be accompanied by a set of contractors' specifications consisting of a detailed description of the Station 87 Apparatus Facility Proposal. Specifications will be discussed at the site visit meeting.

Design Criteria

The Steel Framed Building must be designed / reviewed by a certified Engineer.

Technical Evaluation

Technical evaluation shall be based upon the ability of the Bidder to meet or exceed the minimum requirements set forth in the specifications.

1. Warranties.
2. Any other factors the purchaser deems to be relevant.
3. Environmental impacts.

REQUIREMENTS

Familiarity with Laws

The bidder shall be familiar with all Federal, State and Local laws, ordinances, code rules and regulations that may in any way affect this contract. Ignorance on the part of the bidder shall in no way relieve the bidder from responsibility to comply with these specifications.

Taxes

Yes_____

No_____

The bid price shall include any local, State, or Federal taxes. Taxes shall be stated separately. The Bidder shall not be liable for any State or Federally mandated tax or program after the sale of this building.

Warranty

Yes_____

No_____

Each bidder shall provide with their bid complete warranty information that must become an integral component of the sales contract.

Failure to provide the required warranty documents shall be grounds for immediate rejection of the bid submitted.

Equipment and components must have no less than 1 year manufacturer warranty

Warranty Contact Form

The Vendor/Supplier shall complete this section, showing whom to contact to report problems:

First Contact: _____

Title: _____

Phone Number Until (pm) _____

Second Contact: _____

Title: _____

Phone Number Until (pm) _____

Exceptions to Specifications

Yes _____ No _____

The specifications shall be strictly adhered to. Exceptions may be allowed if in the sole judgment of the purchasing authority if they are equal to or superior to items specified. All exceptions and deviations shall be listed and fully explained on a separate page entitled "Exceptions to specifications" and shall reference the page number of the specification. Bidders shall place a check in the appropriate column on the right hand side of the page to signify compliance or noncompliance with each item of these specifications. The word exception and page or reference number of the exception shall be shown.

Proposals taking total exception to these specifications shall not be considered.

All paragraphs that are checked as a "No", or "Non-compliant" shall be explained on the exception page. The term "Exceeds" or other like terms shall not be acceptable as an explanation of non-compliance.

If no exceptions are taken, and compliance is indicated, then it shall be understood that the project shall be built exactly to the required specifications as written.

The Station 87 Apparatus Storage Facility shall be inspected for compliance with the specifications. The bidder understands that failure to meet the specifications as published by the Purchaser, which shall be part of the contract, shall be grounds to refuse delivery, and further understands that the "Non- Performance" assessment as stated in these specifications may be fully enforced without exception.

“Or Approved Equal” Clause

Any item, component, or material which conforms to the standards as established by these specifications, and is of equal merit, strength, durability and appearance and can perform the desired function, is deemed eligible for offer as a substitute.

The qualifications of the offering shall be judged as to their conformance with these specifications. Any equipment offered other than herein specified shall be subject to a competitive demonstration and evaluation by the Purchaser. Such demonstration shall be provided on request within ten (10) working days after the receipt of bids.

Bid Award

Yes _____ No _____

It is the intention of the Purchaser to award the bid based on compliance to specifications and the bidder's ability. Only bids from contractors that can supply all the items and assurances specified shall be considered.

Bid Bond Requirements

Yes _____ No _____

All bidders are required to furnish a bid surety in the amount of 5% with their bid. The surety will be in the form of a bond only, and any surety in the form of a cashier's check, certified check, or money order will be considered non-responsive and may be cause for rejection.

With respect to the qualifications of proposed sureties, the bidder's bonding company shall meet the following requirements:

1. An acceptable surety as outlined by the Department of the Treasury on their most recent Federal Register.
2. A.M. Best rating of "A" or better.
3. Licensed as a surety in the state where the sale is made, and the state of the manufacturer.

Performance Bond

Yes _____ No _____

All bidders should take note that if their bid is accepted and awarded, they shall furnish a 100% performance bond within fifteen (15) working days after award. Failure to execute and deliver the performance bond in the required time may void the bid award.

Performance Clause

Yes _____ No _____

The Station 87 Apparatus Storage Facility Project must be completed and accepted by the Fire District within 120 days following receipt of the District notice to proceed. Liquidated Damages will be assessed in accordance with the terms of the Contract Form attached as **Exhibit A** for every day beyond the 120 day deadline.

Station 87 Apparatus Storage Facility Specifications

Station 87: 35100 Little Boston Road NE, Kingston, WA. 98346

This location is currently the site of our Resident Intern Quarters and Out Building. Three (3) Bay Apparatus Facility 50'x44' constructed of prefabricated steel with (3) 12'x12' bay doors and internal finishing per code.

- All inspections per Kitsap County requirements.
- All Construction debris must be removed and disposed of
- Erecting of 50x44' Prefabricated Metal Built to Kitsap County Code
- Installation of Bay Doors (3) 12'x12'

Bid Protest Policy 600-00030P1

North Kitsap Fire & Rescue shall consider all formal, written protests made against the District for bid and contract awards. This applies to all formal sealed bids and informal Small Works quotations unless an alternative protest procedure has been specified in the bid document; as well as other solicitations beyond sealed bids and small work quotations when this protest policy is specified in the solicitation documentation.

Protest can only be made by actual or prospective bidders showing substantial economic interest in the contract.

The protesting party must adhere to the procedures in this policy. Failure to comply will result in rejection of the protest.

Procedure:

A formal written statement must be submitted to:
North Kitsap Fire & Rescue
Bid Protest – (insert name of project or bid number)
26642 Miller Bay Road NE, Kingston WA 98346

Protest must include, (1) name and address of the protesting party (2) the project name and/or bid number of the protested bid (3) the grounds for the protest with complete and specific statement for the grounds of the protest (4) a specific relief or ruling being sought.

Protests will NOT be considered if all bids are rejected or after an award of bid.

Prior to bid opening or due date

Written statement must be submitted for consideration at least five (5) full business days prior to bid opening or due date for any protests related to information stated or provided in the solicitation documents, conditions occurring as a result of the distribution of said solicitation, or during any pre-bid meetings or conferences or other related matters. Protest received after five days prior to bid opening will not be considered and interested parties shall be considered to have waived their right to protest such issues.

After bid opening and prior to award

Protest must be submitted within two (2) full business days of the bid opening or of the time the District has provided the bidder with copies of all bids provided the bidder request copies within two (2) business days of the bid opening. Protest after bid opening will only be considered for issues relating to bid opening, evaluations of bids, and intention to award decisions, and are further limited to those items that were not known or could not have been reasonably known and protested PRIOR to bid opening. Protest will be limited to subjects of bias, discrimination, or conflict of interest; errors in computing the score or bid price upon which award decisions are based; non-compliance with procedures described in the solicitation for the opening and award itself.

NKFR response to written protest

NKFR reserves the right to give notice of the protest and its basis to other persons, including bidders, involved in or affected by the protest; those persons may be allowed to submit their views and relevant information.

After consideration has been given to a qualified protest a decision will be issued and the protestor will be notified of that decision and their right to appeal. The decision will be considered final.

Appeal

An appeal must be submitted in writing and filed within two (2) days of the written decision. The appeal must include substantial basis for an appeal based on the information submitted as part of the original protest. New information or basis of protest will NOT be considered during the appeal process. This serves as the final appeal provided to the protestor. If the aggrieved party appeals the decision, then the subsequent determination shall be final and conclusive.

Determination

The following determinations may be made:

- Protest lacks merit – uphold District's decision
- Technical or harmless compliance – uphold District's decision
- Merit to protest – pursue correction to include correcting errors and reevaluating the Bids, and/or reissuing the solicitation and begin a new process
- Determine other courses of action as appropriate

Award

For the purpose of public works jobs subject to competitive bidding, if the bid is appropriately protested the District may not execute a contract for the project with anyone other than the protesting bidder without first providing at least two full business day's written notice of their intent to execute a contract for the project.

EXHIBIT A CONTRACT FORM

PUBLIC WORKS CONTRACT

This Contract is entered into between North Kitsap Fire and Rescue, a municipal corporation, referred to as "Owner", and _____, referred to as "Contractor."

In consideration of the following terms and conditions and those contained in the documents incorporated by reference and made a part of this Contract, the parties agree as follows:

1. THE PROJECT

- 1.1. The Contractor shall perform all work and furnish all tools, materials, labor and equipment for the Owner and all work associated with the project entitled: Station 87 Apparatus Facility "Project."
- 1.2. The Project shall be performed in accordance with this Public Works Contract and the following Contract Documents; Owner Instructions to Bidders and Specifications Exhibit 1, Contractor's Proposal, Exhibit 2 and all other forms and documents referenced in such documents which are hereby referred to as the Contract Documents and by this reference are made a part of this Contract.
- 1.3. The Contract Documents, shall be read together. Unless otherwise specified in this Agreement. In the event that any of the terms of Contract Documents conflict with each other, the following shall be the order of precedence:
 - 1.3.1. The terms of this Document entitled "Public Works Contract" shall take precedence over the terms of Exhibits 1, and 2. The terms of Exhibit 1 shall take precedence over the terms of Exhibit 2. Any conflicts in the contract documents shall be brought to the attention of the Owner.
- 1.4. The Project shall start within 10 calendars days after the date of the written Notice to Proceed and be fully completed within an additional 120 calendar days. If the Project is not completed within the time specified, the Contractor agrees to pay to the Owner liquidated damages in accordance with the provisions contained in the Contract Documents. The Contractor shall provide and bear all expense of all equipment, work, and labor of any sort whatsoever that may be required for the materials and for constructing and completing the Project provided for in this Contract, except for those noted in the specifications to be furnished by the Owner and installed by Contractor.
- 1.5. The Contractor shall provide and bear all expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Project provided for in the Contract Documents and every part thereof, except as mentioned in the specifications to be furnished by the Owner.
- 1.6. Owner agrees to use its best efforts to allow Contractor full access and use of the premises as necessary for Contractor to perform the work required to complete the Project with minimal interruption or interference from Owner's personnel and activities.
- 1.7. The Contractor shall guarantee the materials and work for a period of one year after completion of the Project.

- 1.8. The Contractor is responsible for complying with all Federal, State, and local regulations affecting the Project including but not limited to Chapter 70.86 RCW, Chapter 296-305 WAC and Chapter 294-24WAC.

2. COMPENSATION

- 2.1. The Contractor shall provide monthly statements which shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the statement.
- 2.2. Statements received by the 10th day of the month and approved by the Owner will be processed for payment the same month.
- 2.3. The Owner's representative shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of Contractor's statements and shall issue to the Owner certification for payment.
- 2.4. All progress payments shall be subject to withholding of the retained percentage as provided in Paragraph 16.
- 2.5. Washington State Sales Tax shall be included on each statement submitted by the Contractor.

3. CONTRACT SUM

- 3.1. The Owner shall pay the Contractor for the full performance of the Contract the sum of \$_____ plus Washington State Sales Tax. This amount shall be paid through monthly statements as provided in Article 2.
- 3.2. Final payment constituting the entire unpaid balance of the Contract sum, subject to the withholding of retained percentage as provided in Paragraph 16, shall be made by the Owner to the Contractor when:
 - 3.2.1. The Project has been completed and approved and accepted by the Owner.
 - 3.2.2. A final statement has been submitted to the Owner by the Contractor.

4. LIQUIDATED DAMAGES

- 4.1. If the Project is not completed within the specified time period, because of difficulty in computing the actual damages to the Owner arising from any delay in completing this Contract, it is determined in advance and agreed by the parties that the Contractor shall pay the Owner the amount of \$200.00 per calendar day that the Project remains uncompleted after expiration of the specified time for completion. The parties agree that this amount represents a reasonable forecast of the actual damages that the Owner will suffer by failure of the Contractor to complete the Project within the agreed time period. The execution of this Contract shall constitute acknowledgment by the Contractor that the Contractor has ascertained and agrees that the Owner will suffer actual damages in the above amount for each day during which the completion of the Project is delayed beyond the agreed completion date. In the event of construction delays beyond the control of the Contractor the completion date will be extended by an equivalent number of days provided that the Contractor notifies the Owner of the cause of the delay, in writing, within 24 hours of the beginning of the delay.

5. SUBCONTRACTOR RESPONSIBILITY (RCW 39.06.020)

- 5.1. The Contractor shall include the language of this section in each of its first tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of subcontractor's subcontracts adjusting only as necessary the terms used for the contracting parties. On request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that each subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- 5.2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - 5.2.1. At the time of Bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW;
 - 5.2.2. Have a current Washington State unified business identifier number;
 - 5.2.3. Have industrial insurance coverage for the subcontractor's employees working in Washington as required in Title 51 RCW; an employment security Department number as required in Title 50 RCW; a state excise tax registration number as required in Title 82 RCW; an electrical contractor license, if required by Chapter 19.28 RCW; an elevator contractor license, if required by Chapter 70.87 RCW; and
 - 5.2.4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
 - 5.2.5. 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, 49.48, or 49.52 RCW.

6. BOND

- 6.1. Contractor shall provide a performance and payment bond to the Owner in accordance with RCW 39.08.010. Such bonds shall be issued by surety licensed to business in the State of Washington acceptable to Owner in a form substantially in compliance with the form included in the Contract Documents. If this Contract is for less than \$150,000, Contractor may authorize the Owner in writing, in lieu of the bond, to retain 10% of the Contract amount in accordance with RCW 39.08.010 to be held and managed consistent with the requirements specified in Paragraph 16.

7. INDEMNIFICATION AND HOLD HARMLESS

- 7.1. The Contractor shall indemnify, defend and save the Owner and its commissioners, officers, employees and agents harmless from any and all claims and risks and losses, damages, demands, suits, judgments and attorney's fees or other expenses of any kind on account of or relating to injury to or death of any and all persons or on account of all property damage of any kind, or in any manner connected with the work performed under this Contract, or caused in whole or in part by the Contractor, a subcontractor or their property, employees or agents during performance of the work or at any time before final

acceptance, except only for those losses resulting from the sole negligence of the Owner with regard to activities within the Contractor's scope of work

- 7.2. Should a court of competent jurisdiction determine that this Contract 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 Owner, its members, officers, employees and agents, 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 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.
- 7.3. In an arbitration or lawsuit with respect to this hold harmless provision, the Contractor shall prepare and defend that lawsuit at its own cost and expense. If judgment is rendered or settlement made requiring payment of damages by the Owner, its officers, agents, employees and volunteers, the Contractor shall pay the same.

8. INSURANCE

- 8.1. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Owner reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- 8.2. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated in Paragraph 8.3.
- 8.3. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this Contract, and the Contractor shall annually provide the Owner with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Owner to assure financial responsibility for liability for services performed.
- 8.4. The insurance policies shall contain a "cross liability" provision.
- 8.5. The Contractor's and all sub contractors' insurance coverage shall be primary and non-contributory insurance as respects the Owner's insurance, self-insurance, or insurance pool coverage.
- 8.6. The Contractor shall provide the Owner and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- 8.7. Upon request, the Contractor shall forward to the Owner a full and certified copy of the insurance policy(s).
- 8.8. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Owner.

- 8.9. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Owner may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the Contractor from the Owner.
- 8.10. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.
- 8.11. All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):
- 8.11.1. The Owner and its officers, elected officials, employees, agents, and volunteers;
- 8.11.2. The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes limits lower than those maintained by the Contractor. Additional insured status shall include Products Completed Operations.
- 8.12. Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverage listed in Paragraph 9. Upon request of the Owner, the Contractor shall provide evidence of such insurance.
- 8.13. The Contractor shall deliver to the Owner a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the Project. The certificate and endorsements must conform to the following requirements:
- 8.13.1. An ACORD certificate or a form determined by the Owner to be equivalent.
- 8.13.2. Copies of all endorsements naming Owner and all other entities listed in Paragraph 8.11 as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
- 8.13.3. Any other amendatory endorsements to show the coverage required herein.
- 8.14. The insurance shall provide the minimum coverage and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

9. TYPES AND LIMITS OF INSURANCE REQUIREMENTS

- 9.1. The Contractor shall maintain Workers' Compensation Insurance and/or Longshore and Harbor Workers Insurance as required by State or Federal statute, for all of Contractor's employees to be

engaged in work on the Project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and/or Longshore and Harbor Workers' Insurance for all of the latter's employees engaged in such work. The Contractor's Labor & Industries account number shall be noted on the Certificate of Insurance.

9.1.1. A policy of Commercial General Liability Insurance, including:

- Per project aggregate
- Premises/Operations Liability
- Products/Completed Operations – for a period of three years following final acceptance of the Project.
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap / Employers' Liability
- Explosion, Collapse, or Underground Property Damage (XCU)

9.1.2. Such policy must provide the following minimum limits:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury, each offence
- \$2,000,000 Personal & Advertising Injury, Aggregate

9.1.3. Stop Gap / Employers' Liability

- \$1,000,000 Each Accident
- \$1,000,000 Disease - Policy Limit
- \$1,000,000 Disease - Each Employee

9.1.4. Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

- \$1,000,000 combined single limit

9.1.5. The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

9.1.6. Contractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form (including earthquake and flood coverage) in the amount of the initial Contract Sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made as provided in Paragraph 3.2 or until no person or entity other than the Owner has an insurable interest in the property required by this Section to be covered, whichever is later. This insurance shall include interests of the Owner the Contractor, and Subcontractors. The Owner shall be a named insured under such policy.

10. CHANGE ORDERS

10.1. The Owner reserves the right to make, at any time during the Project, such changes in quantities and such alterations in the Project as are necessary to satisfactorily complete the project. Such changes in

quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered. Among others, these changes and alterations may include:

- 10.1.1. Deleting any part of the Project,
- 10.1.2. Increasing or decreasing quantities,
- 10.1.3. Altering specifications, designs, or both,
- 10.1.4. Altering the way the Project is to be done,
- 10.1.5. Adding new work to the Project,
- 10.1.6. Altering facilities, equipment, materials, services, or sites, provided by the Owner.
- 10.1.7. Ordering the Contractor to speed up or delay the Project.

10.2. The Owner will issue a written change order for any change. If the alterations or changes in quantities significantly change the character of the Project under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Owner may determine to be fair and equitable.

10.3. The Contractor shall proceed with the work upon receiving:

- 10.3.1. A written change order approved by the Owner.

10.4. The Contractor accepts all requirements of a change order by:

- 10.4.1. endorsing it,
- 10.4.2. writing a separate acceptance, or
- 10.4.3. not protesting in the way this section provides.

10.5. A change order that is not protested as provided in this section shall be full payment and final settlement of all claims for contract time and for all costs of any kind, including costs of delays, related to any work either covered or affected by the change. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the Owner any written or oral order (including directions, instructions, interpretations, and determinations). By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work.

10.6. The Contractor may protest change orders or other claims as provided below:

- 10.6.1. If the Contractor is in disagreement with anything required in a change order or another written order from the Owner, including any direction, instruction, interpretation, or determination by the Owner, the Contractor shall:

- 10.6.2. Immediately give a signed written notice of protest to the Owner before doing the work specified in the change order or within fourteen (14) calendar days of the occurrence of an event or events giving rise to a claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to a claim, whichever occurs first;

- 10.6.3. Supplement the written protest within 15 calendar days with a written statement providing the following:

- (a) The date of the protested order or claim

- (b) The nature and circumstances which caused the protest or claim;
- (c) The contract provisions that support the protest or claim;
- (d) The estimated dollar cost, if any, of the protested or claimed work and how that estimate was determined; and
- (e) An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and

10.7. If the protest is continuing, the information required above, shall be supplemented as requested by the Owner. In addition, the Contractor shall provide the Owner, before final payment, a written statement of the actual adjustment requested. Throughout any protested work, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Owner access to these and any other records needed for evaluating the protest as determined by the Owner. The Owner will evaluate all protests provided the procedures in this section are followed. If the Owner determines that a protest is valid, the Owner will adjust payment for work or time. No adjustment will be made for an invalid protest.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF PROTEST OR CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY PROTEST OR CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THE UNDERLYING CHANGE ORDER OR CLAIM OR CAUSED BY THAT DELAY.

10.8. In spite of any protest or claim, the Contractor shall proceed promptly with the work as the Owner orders.

11. CLAIMS

11.1. The Contractor shall give written notice to the Owner of all claims other than change orders within five (5) calendar days of the occurrence of events giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement. At a minimum, a Contractor's written claim must include the information required in Paragraph 10.6 regarding protests.

11.2. FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

11.3. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

12. TERMINATION

12.1. If Contractor breaches any of its obligations under this Contract, and fails to cure the same within five (5) days of written notice to do so, the Owner may terminate this Contract, in which case the Owner shall pay the Contractor cost incurred to date of written notice.

12.2. The Owner may terminate this Contract upon ten (10) days written notice to the Contractor for any reason and without cause in which case the Owner shall pay the Contractor for costs incurred to the date of written notice.

13. CONTRACTOR RECORDS

13.1. Contractor agrees to make all project related books and records available to the Owner for inspection, review, photocopying and audit in the event of a Contract related dispute, claim, modification or other Contract related action at reasonable times and at places designated by the Owner.

14. DEFECTIVE OR UNAUTHORIZED WORK

14.1. The Owner reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this contract, and extra work and materials furnished without the Owner's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the Project, the Owner may complete the Project by contract or otherwise, and the Contractor shall be liable to the Owner for any additional costs incurred by the Owner. "Additional costs" means all reasonable costs incurred by the Owner, including legal costs and attorneys' fees, beyond the maximum contract price under this Agreement. The Owner further reserves the right to deduct the cost to complete the Project, including any additional costs, from any amounts due or to become due to the Contractor

15. PREVAILING WAGES

15.1. The Contractor shall pay prevailing wages and shall comply with chapter RCW 39.12 and chapter 49.28 RCW. A Notice of Intent to Pay Prevailing Wages and prevailing wage rates for the Project must be posted on the Project site. At the conclusion of the Contract, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Contract shall be withheld until certification by the director has been received by the Owner that the prevailing wage requirements of the statute have been satisfied. The Contractor certifies that it has not been cited for two violations within the last five (5) years, and is not prohibited from bidding on public works contract. The Contractor further certifies that it will use no sub-contractor who is prohibited.

16. RETAINAGE

16.1. Pursuant to RCW 60.28, a sum of 5 percent (or 10 percent if the Contract Sum is less than \$150,000 and Contractor has requested a waiver of the performance bond requirement under Paragraph 6) of the monies earned by the Contractor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Title 82 RCW, and (2) the claims of any person arising under the Contract.

16.2. Monies retained under this Section shall be retained in a fund by the Owner unless Contractor elects for an alternative method of holding the retainage as provided under RCW 60.28.

16.3. The Contractor agrees to notify Owner within five (5) days of the receipt of any of the following:

- 16.3.1. Notification that a lien may be claimed by any person, firm or corporation furnishing materials, supplies or equipment to any subcontractor for work on the project in accordance with RCW 60.28.015.
- 16.3.2. Notification by the Department of Labor and Industries of any proceedings, complaint or investigation conducted under the provisions of RCW 39.12.065.
- 16.3.3. The retained percentage may be held by Owner until all claims and proceedings referred to above have been resolved to the satisfaction of Owner.
- 16.3.4. In the event the retainage is insufficient to cover payment of the items set forth in Section 16.1, Contractor shall be liable for all such insufficiencies and all costs incurred by Owner, including attorney fees, to recover such insufficiencies.

17. PROJECT SAFETY.

- 17.1. The Contractor shall be solely and completely responsible for safety conditions on the job site, including the safety of all persons and property during performance of the work to complete the Project. The services of Owner's employees or the Owner's agents or Consultant's personnel in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding or trenching, or safety measures in, on or near the construction site. The Contractor shall provide safe access for the Owner and its inspectors to adequately inspect the quality of work and the conformance with project specifications.
- 17.2. Contractor is responsible for locating any underground utilities affected by the Project and is deemed to be an excavator for purposes of chapter 19.122 RCW. Contractor shall be responsible for compliance with chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities. Contractor is also responsible for ensuring adequate trench safety and compliance as required by the Washington State Industrial and Health Act. The Contractor shall be responsible to notify, pay for and coordinate Contractor's work with One Call service at 456-8000.
- 17.3. All work shall be performed to comply with all county, state and federal safety regulations. Barricades, signs, guards and warning lights shall be installed around the construction site necessary to protect persons from injury.

18. DISPUTE RESOLUTION

- 18.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days of a party notifying the other parties in writing that a dispute exists "Dispute Notice." The participating parties shall share equally the costs of mediation and each participating party shall be responsible for its own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 18.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 45 calendar days of the Dispute Notice or within 30 days of end of the mediation, either party may submit the dispute to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Superior Court as amended, located in the county in which the Project is located, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected

pursuant to the Mandatory Arbitration Rules with all participating parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. The prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the arbitrator.

18.3. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the Superior Court of the County in which the Project is located. The court shall determine all questions of law and fact without empaneling a jury for any purpose.

18.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

18.5. The prevailing party in any action to enforce the terms of this contract, in addition to costs, shall be entitled to reasonable attorney's fees and expenses of arbitration including expert witness fees, paralegal costs and copying costs as determined by the arbitrator or court including costs and fees incurred on appeal.

19. SUSPENSION OF THE WORK

19.1. The Owner may, at any time suspend the Project, or any part thereof, by giving notice to the Contractor in writing. The work shall be resumed by the Contractor within fourteen (14) calendar days after the date fixed in the written notice from the Owner to the Contractor to do so. The Owner shall not reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

19.2. Suspension of the Project by the Owner shall not furnish any ground for claim by the Contractor for damages or extra compensation, but the period of such suspensions shall be taken into consideration in determining the revised date for completion as hereinafter provided. The Contractor shall not suspend work under the contract without the written order of the Owner as stated in the preceding paragraph. The Contractor will be required to work a sufficient number of hours per day in order to complete the project within the days specified. The Owner shall determine the question as to the necessity of discounting any portion of the work by reason of unfavorable weather conditions.

19.3. Upon failure of the Contractor to carry out the orders of the Owner or to perform work under the contract in accordance with its provisions, the Owner may suspend the work for such period, as Owner deems necessary. Time lost by reason of such failure or in replacing improper work or materials shall not furnish any ground to the Contractor for claiming an extension of time or extra compensation and shall not release the Contractor from damages of liability from failure to complete the work within the time prescribed.

20. USE OF COMPLETED PORTION OF PROJECT

20.1. The Owner shall have the right to take possession of and use any completed or partially completed portions of the Project, notwithstanding that the time may not have expired for completing the entire Project. Such taking possession and use shall not be deemed to be completion of the contract in respect

to such work nor shall the same be deemed to be any acceptance of any work not completed in accordance with the Contract Documents.

21. AUTHORITY OF OWNER'S CONSULTANT

21.1. The Owner may designate an Architect, Engineer or other consultant as the Owner's Consultant at any time under this Contract. In the event the Owner designates such a Consultant, the Consultant shall have the following express authority plus any additional authority granted by the Owner in writing during the performance of this Agreement by Contractor:

21.1.1. The Consultant shall act as advisor and Consultant to the Owner in matters relating to the contract administration and interpretation, PROVIDED, HOWEVER, nothing contained herein or elsewhere in the Contract Documents shall be construed as requiring the Consultant to direct the method or manner of performing any work by the Contractor under this contract.

21.1.2. It is understood and agreed by and between the parties hereto that the Project included in the contract is to be done to the complete satisfaction of the Owner and Consultant and that the decision of the Owner and Consultant as to the true construction and meaning of the contract, plans, specifications and estimates and as to all questions arising as to proper performance of the work to complete the Project shall be final. The Consultant shall determine the unit quantities and the classifications of all work done and material furnished under the provisions of this agreement and Consultant's determination thereof shall be final and conclusive and binding upon the Contractor.

21.1.3. The Consultant shall decide any and all questions that may arise as to the quality or acceptability or materials furnished and work performed and as to the rate of progress of the Project, and questions as to acceptable fulfillment and performance of the contract on the part of the Contractor and as to compensation. The decision of the Consultant in such matters shall be final. The Consultant may direct the sequence of conducting work when it is in locations where the Owner is doing work either by contract or by its own forces, or where such other works may be affected by the contract, in order that conflict may be avoided and the work under these specifications be harmonized with that under other contracts, or with specifications be harmonized with that under other contracts, or with other work being done in connection with, or growing out of, operations of the Owner. Nothing herein contained, however, shall be taken to relieve the Contractor of any of its obligations or liabilities under the contract.

21.1.4. The Consultant shall not have authority to waive the obligation of the Contractor to perform the Project work in accordance with the Contract Documents. Failure or omission on the part of the Consultant to condemn unsuitable, inferior or defective work and /or labor and material or equipment furnished under the contract shall not release the Contractor or Contractor's bond from performing the Project in accordance with the Contract Documents.

21.1.5. Determination of "OR EQUAL". The Consultant will be the sole judge in the question of "or equal" of any supplies of materials proposed by the Contractor. The Contractor shall pay to the Owner the cost of test and evaluations by the Consultant to determine acceptability of alternates proposed by the Contractor, in accordance with the established rates of the Consultant for time and expense, the total cost of which may be offset by the Owner against the contract price.

21.1.6. Inspection of Work and Materials: The Consultant will make periodic visits to the job to familiarize Consultant generally with the progress and quality of the Contractor's work. The

Consultant will carry out reasonable inspections of the work to determine if it is proceeding in accordance with the Contract Documents.

21.1.7. The Consultant shall at all times have access to the Project to observe the progress and quality wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for necessary inspection and testing. If any work should be covered up without approval or consent of the Consultant, it must, if required by the Owner, be uncovered for inspection at the Contractor's expense. After inspection, the Owner may order a re-examination of questioned work, and if so ordered, the Contractor shall uncover the work. If such work is found by the Consultant to be in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs.

22. PLANS AND WORKING DRAWINGS

22.1. Upon receipt of award of contract, the Contractor shall carefully study and compare all drawings, specifications and other instructions and shall, prior to ordering material or performing work, report in writing to the Owner any error, inconsistency or omission in respect to design, mode of construction or cost which Contractor may discover. If the Contractor, in the course of this study or in the accomplishment of the Project, finds any discrepancy between the drawings and the physical condition of the locality as represented in the drawings, or any such errors or omissions in respect to design, mode of construction or cost in the drawings or in the layout as given by points and instructions, it shall be Contractor's duty to inform the Owner immediately in writing. Any work done after such discovery, until correction of drawings or authorization of extra work is given, if the Owner finds that extra work is involved, will be done at the Contractor's risk. If extra work is involved, the procedure shall be as provided in changes in the Project.

22.2. Conformity With and Deviations From Plans and Stakes: The Contractor shall preserve bench marks, reference points and stakes, and in case of destruction or removal thereof for any reason, the Contractor is responsible for the resulting cost for replacement and shall be responsible for any mistakes and loss or damage arising therefrom which may be caused by absence, destruction, removal or disturbance thereof.

23. FINAL ACCEPTANCE

23.1. All material and completed work are subject to final inspection by the Owner.

23.2. Completion and/or Correction of Project and Remedies Before Final Payment: If the Contractor should neglect to prosecute the Project properly and/or fail to perform any provision of this contract, the Owner after seven (7) calendar days' written notice to the Contractor, may, without prejudice to any other remedy Owner may have, make good such deficiencies and deduct the cost thereof from payments then or thereafter due the Contractor.

23.3. The Contractor shall promptly remove from the construction site all materials condemned by the Owner as failing to conform to the contract, whether incorporated in the Project or not; and the Contractor shall promptly replace and re-execute the work in accordance with the intent of the contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such condemned work and material within the period herein above described, the Owner may remove and store any such material at the expense of the Contractor. If the Contractor does not pay the cost of such removal within

ten (10) calendar days from the date the notice to the Contractor of the fact of such removal, the Owner may, upon an additional ten (10) calendar days' written notice, sell such materials at public or private sale, and deduct all costs and expenses incurred, including costs of sale, accounting to the Contractor for the net proceeds remaining, and the Owner may bid at any such sale. The Contractor shall be liable to the Owner for the amount of any deficiency from any funds otherwise due the Contractor.

23.4. The Contractor shall bear the risk of loss or damage for all finished or partially finished work until the Owner finally accepts the entire contract.

24. SUPERINTENDENT AND SUPERVISION

24.1. The Contractor shall keep on the construction site during progress of the Project a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in Contractor's employ. The superintendent shall represent the Contractor in Contractor's absence and all directions given to the superintendent shall be as binding as though given to the Contractor. Instructions to the Contractor shall be confirmed in writing upon Contractor's request in each case. The Contractor shall give efficient supervision to the Project, using Contractor's best skill and attention.

25. SEPARATE CONTRACT -INTERFERENCE WITH OTHER CONTRACTORS

25.1. The Owner reserves the right to perform work with its own forces or to let other contracts for work under similar general conditions in connection with this project, of which the work is awarded to one or more contractors under separate contract is a part. The Contractor shall afford the Owner and other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their respective work and shall properly connect and coordinate Contractor's work with theirs.

26. GENERAL CONTRACTOR RESPONSIBILITIES

26.1. Permits, permission under franchises, licenses and bonds of a temporary nature necessary for and during the prosecution of the Project, and inspection fees in connection therewith shall be secured and paid for by the Contractor. Where the Owner is required to secure such permits, permission under franchises, licenses and bonds against the Contractor the Owner may offset the costs incurred against the contract price.

26.2. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work required by the Contract Documents. If the Contractor observes that the Contract Documents, or any part thereof, are inconsistent or at variance therewith, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be made as provided in the contract for changes in Project. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations or prior to obtaining permits, permission under franchises, licenses and/or bonds as required to be furnished by or obtained by the Owner, Contractor does so at Contractor's own risk and without payment or reimbursement from Owner unless Owner shall have given written approval thereof to the Contractor.

26.3. The Contractor shall continuously maintain adequate protection of the Project from damage and shall protect the Owner's property from injury or loss arising in connection with or during the existence of this contract. Contractor shall make good any such damage, injury or loss, except such as may be directed due to errors in the Contract Documents or caused by agents or employees of the Owner.

Contractor shall adequately protect adjacent property from loss or damage occasioned by performance of the work. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

27. WARRANTY

27.1. Upon acceptance of the contract work, contractor must provide the Owner a one-year warranty bond in a form and amount acceptable to the Owner. The contractor shall correct all defects in workmanship and materials within one (1) year from the date of the Owner's acceptance of the contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the Project shall extend for one (1) year from the date such correction is completed and accepted by the Owner. The contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the Owner of the defect. If the contractor does not accomplish the corrections within a reasonable time as determined by the Owner, the Owner may complete the corrections and the contractor shall pay all costs incurred by the Owner in order to accomplish the correction.

28. LIMITATION OF ACTIONS

28.1. **CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.**

29. MISCELLANEOUS PROVISIONS

29.1. Independent Contractor. The parties intend that the Contract Document will create an independent contractor relationship.

29.2. Nondiscrimination. In the hiring of employees for the performance of work under the Contract Documents the Contractor, its subcontractors, or any person acting on behalf of Contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

29.3. Compliance with Laws. Contractor shall comply with all federal, state and local laws, rules and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by the Contract Documents or accruing out of the performance of those operations.

29.4. Work Performed at Contractor's Risk. Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the Project. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the Project.

29.5. Non-waiver of Breach. The failure of the Owner to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.

- 29.6. **Governing Law.** The Contract Documents shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the Owner and Contractor under any of the provisions of the Contract Documents, resolution of that dispute shall be available only through the jurisdiction, venue, and rules of the Superior Court of the County in which the Project is located.
- 29.7. **Written Notice.** All communications regarding the contract shall be sent to the parties at the addresses listed on the signature page of the contract, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the contract.
- 29.8. **Assignment.** Any assignment of this contract by the Contractor without the written consent of the Owner shall be void.
- 29.9. **Modification.** No waiver, alteration, or modification of any of the provisions of the Contract Documents shall be binding unless in writing and signed by a duly authorized representative of the Owner and Contractor.
- 29.10. **Severability.** If any one or more sections, sub-sections, or sentences of the contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of the contract and the remainder shall remain in full force and effect.
- 29.11. **Entire Agreement.** The written provisions and terms of the Contract Documents, which include these General Conditions as well as the mechanical, electrical, and structural consultants' specifications, provisions, and plans, together with any attached exhibits, supersede all prior verbal statements by any representative of the Owner, and those statements shall not be construed as forming a part of or altering in any manner the Contract Documents. The Contract Documents and any attached Exhibits contain the entire agreement between the parties. Should any language in any Exhibit to the Contract Documents conflict with any language contained in the Contract Documents, the terms of the Contract Documents shall prevail.

Owner

Contractor

By: _____

By: _____

Contractor Reg. No. _____

UBI Number: _____

Dated: _____

Dated: _____

Form S.F. 352 (3.94)	North Kitsap Fire and Rescue PAYMENT AND PERFORMANCE BOND
----------------------------	---

Date Bond Executed

See Instructions to Bidders

NOTE: Type or Print in Ink

Principal (Legal Name and Business Address)	Type of Organization (Check One)	
	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Corporation
Surety(ies) (Name(s) and Business Address(es))	Contract Date	Contract Number
	Sum Amount of bond (Including State Sales Tax)	
	Dollars	
	(\$)	

We, the Principal and Surety(ies), in accordance with the Revised Code of Washington, are firmly bound and obligated to North Kitsap Fire and Rescue in the above sum amount on conditions set forth below, for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that the Principal entered into the contract identified above.

THE ABOVE OBLIGATION shall be void and of no effect if the Principal performs and fulfills all the provisions of such contract and any extensions or modifications thereof that may be made by North Kitsap Fire and Rescue and faithfully pays all laborers, mechanics and subcontractors and materialmen, and all persons who shall supply such person or persons, or subcontractors, with materials and supplies for the carrying on of such work and shall indemnify North Kitsap Fire and Rescue against any loss or damage directly due to the failure of the Principal to faithfully perform the contract identified above.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this payment and performance bond and have affixed their signatures and seals on the date set forth above.

1. Name of Principal and Title				Phone No.	Signature	L.S. (Corporate Seal)
2.						
Name and Address					Liability Limit	L.S. (Corporate Seal)
Surety A	Name and Title (Attorney in Fact)			Phone No.	Signature	
	Name and Title (Resident Agent)			Phone No.	Signature	
Name and Address					Liability Limit	L.S. (Corporate Seal)
Surety B	Name and Title (Attorney in Fact)			Phone No.	Signature	
	Name and Title (Resident Agent)			Phone No.	Signature	

EXHIBIT C

COMBINED AFFIDAVIT & CERTIFICATION FORM: NON-COLLUSION, MINIMUM WAGE (NON-FEDERAL AID)

NON-COLLUSION AFFIDAVIT

Being first duly sworn, deposes and says, that he/she is the identical person who submitted the foregoing Bid, and that such Bid is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and further, that the deponent has not directly induced or solicited any other individual or entity to put in a sham Bid, or to refrain from submitting a Bid, and that deponent has not in any manner sought by collusion to secure to himself/herself or to any other person any advantage over other bidder or bidders.

AND

MINIMUM WAGE AFFIDAVIT FORM

I, the undersigned, having duly sworn, deposed, say and certify that in connection with the performance of the work of this project, I will pay each classification of laborer, workman, or mechanic employed in the performance of such work not less than the prevailing rate of wage or not less than the minimum rate of wage as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

NAME OF BIDDER'S FIRM

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF BIDDER

Subscribed and sworn to before me this _____ day of _____, 2019.

**Notary Public in and for the State of
Washington, residing at**

.

EXHIBIT D

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, 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’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ 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.*

Exhibit E

Certification of Compliance with Public Works Contractor Training Requirements

The bidder hereby certifies that the bidder is in compliance with the Washington State Department of Labor and Industries Contractor Training Requirement established by RCW 34.04.350 or is exempt from such requirements

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

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State