



TO: Public Works Contractors
FROM: Jennifer Skoglund, Airport Manager
DATE: December 17, 2020
RE: Request for Proposal (RFP)
Project No. WWRA 2021-CAVU/TAMARACK

The Port of Walla Walla, owner and operator of the Walla Walla Regional Airport (WWRA), is soliciting proposals from qualified contractors for the metal siding and window project of the following building:

- Building: 175 E. Aeronca located at the Walla Walla Regional Airport Industrial Park.

The metal, consisting of siding, fascia, soffit, trim and metal fasteners, will be provided by WWRA and shall not be a factor of the bid price. Qualified contractor shall supply the windows, vents, other additive construction items and all labor, including labor to install metal, to satisfactorily complete the project.

Important Dates & Times

Walk-Through by Appointment:

January 4 or January 5, 2021

Call 509-386-7681 to schedule

Bids are Due:

Tuesday, January 12, 2021 at 2:00 PM PST

Copies of the RFP documents are available for download at the following website link:

<http://www.wallawallaairport.com/>

- 1) "Doing Business"
- 2) "Request for Proposals/Qualifications"
- 3) "Project WWRA 2021-CAVU/TAMARACK"

Proposals are due no later than 2:00 PM on Tuesday, January 12, 2021 and can be delivered into the airport administrative office parking lot drop box or mailed. Fax or email proposals will not be accepted.

Bids shall be submitted in a sealed envelope with the project number clearly identified on the front. Clearly print on the envelope "Project No. WWRA 2021-CAVU/TAMARACK, Bid Enclosed". The bids will be publicly opened by Port of Walla Walla staff. Due to the COVID-19 restrictions the Port will make available a call-in number for participants to listen. Call-in number: 302-202-1106 and participant code: 448892. Official bid results shall be made public. Bids will be awarded to the lowest, responsive bidder. The Port of Walla Walla reserves the right to reject any or all bids or to waive informalities or any part thereof if the Port believes it would not be in the best interest of the Port to perform the work for the proposed sums, or if the proposal is not responsive or proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Port. The Port also reserves the right to delay the start of work date by no more than 15 days. However, the duration to complete the work would remain unchanged. No bids shall be withdrawn for a period of 30 days subsequent to opening of bids without the written consent of the Port.

The Contractor will be required to furnish all labor, equipment, supervision and necessary materials (excluding metal siding, fascia, soffit, trim and metal fasteners) to complete the work as specified.

The project shall be completed within 60 calendar days after the Port issues a Notice to Proceed authorization. Contract time shall begin on the first working day following the Notice to Proceed Date. Construction will be completed no later than May 28, 2021.

Washington State Prevailing Wage Rates shall apply. A listing of the current Prevailing Wage Rates for Walla Walla County are available at the Washington State Department of Labor & Industries website at: <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>

The contractor shall obtain and pay for all required permits, surety bonds and insurance.

Due to Covid-19 the Port will have a walk-through by prior appointment only. You may schedule an appointment for a walk-thru on Monday January 4th or Tuesday January 5th, between 8:00 AM and 3:00PM on-site at the building located at 175 E. Aeronca Ave. Contractors are strongly encouraged to make an appointment and attend a one-time walk-thru, bring measuring instruments and other tools to properly analyze the project. APPOINTMENTS: Contact Brian Hurst 509-386-7681, appointments must be made on or before Thursday, December 31, 2020 at 3:00 PM.

Bid Bond

Each Contractor bid shall be accompanied by a cashier's check, certified check, postal money order, or bid bond (executed with a corporate surety licensed to do business in the State of Washington and the Contractor) made payable to the Port of Walla Walla in an amount not less than five (5) percent of the amount of the base bid, and *no bid shall be considered unless accompanied by such bid proposal deposit*. This is not an advertised public request for a bid; therefore, the following provisions shall apply:

- a) The Port shall make every effort to obtain a minimum of three bids for the project.
- b) Informal bid procedures are utilized for the project.

The following documents must be submitted in order for the bid to be considered:

1. Executed and Completed Bid Form with Addenda, if issued, acknowledged.
2. Bid Security in the form of a Cashier's Check, Certified Check, Postal Money Order, or Bid Bond (executed with a corporate surety licensed to do business in the State of Washington and the Contractor)
3. Executed Affidavit of Non-Collusion
4. Executed Anti-Discrimination Certificate
5. Completed Bidder's Experience Form
6. Completed List of Subcontractors, if any.

Submission of Bids

Bids shall be submitted at the time and place indicated and shall be included in a sealed envelope, marked with the Project Title "Bid Project WWRA 2021-CAVU/TAMARACK" and name and address of the Bidder and accompanied by the Bid Security and other required documents as stated above. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED-Siding" on the face thereof.

If you have any questions regarding the information contained in the Request for Proposal (RFP) please contact Jennifer Skoglund at the Port of Walla Walla at 509-525-3100 or js@portwallawalla.com. If you have any questions regarding the technical specifications, please contact Brian Hurst, Airport Maintenance and Operations Manager, at 509-386-7681.

Scope of Work
Bid Project No. WWRA 2021-CAVU/TAMARACK

SCOPE OF WORK

1. **General**

A. Code Compliance and Permits

All work will be performed in compliance with any and all current applicable federal, state, municipal or local laws, permits, regulations, codes and ordinances. The contractor shall obtain and pay for all required approvals and permits.

B. Description of Work

General

- a. This building shall have the shingle siding remediated and removed prior to commencement of this RFP Scope of Work.
- b. Provide all work and materials required to satisfactorily remove all remaining corner trim, fascia trim, other obstructions on existing building located at 175 E Aeronca Avenue. Contractor shall remove all weather seal around overhead doors and provide and install new weather seal upon completion of new siding. Contractor shall provide and rap 175 E. Aeronca Avenue building in its entirety with Tyvek (or similar) house rap. Contractor shall install new metal siding, including trim, J metal, Z metal and other around all doors, windows, overhead doors, electrical panels, other obstructions in accordance with the manufacturer's specifications on all four sides of building located at 175 E. Aeronca Avenue. All metal and fasteners to be provided by the WWRA. Only provided fasteners are to be used on the new metal siding and trim. If needed, the Contractor shall provide all materials needed to satisfactorily install any framing or backing required to install new metal siding, trim, J metal and Z metal.
- c. In the event any sub-fascia is in need of replacement, the Contractor shall notify WWRA representative prior to any installation or replacement. WWRA representative shall make the final determination on if to proceed with any sub-fascia replacement. Contractors cost for materials, installation and replacement of sub-fascia shall be at the pre-determined Lineal Foot cost identified in the bid form. All new sub-fascia and re-secured sub-fascia shall be attached using either 3 inch or greater deck screws or 16 D nails. If needed, the Contractor shall provide all materials needed to satisfactorily install backing and framing for sub-fascia.
- d. Contractor shall provide a pre-determined cost per Square Foot identified in the bid form for any shiplap sheeting replacement cost. Contractor shall notify a WWRA representative before removing or replacing any unforeseen damaged shiplap or sheeting. Any and all replaced shiplap or sheeting shall be of equal thickness and installed in accordance with local build enforcement codes.
- e. Contractor shall remove existing double doors located on West side of building, reference (Building Diagram and Layout West). Removal of existing door shall not be completed until new door is on site. Contractor shall be responsible to measure, order and install new commercial, insulated double door, threshold,

seals and all other hardware. Door lock shall be provided by WWRA. All framing, materials and labor required for installation shall be provided by contractor. Installation of door shall be in compliance with local code enforcement. Contractor shall be responsible for prep, priming and painting of newly installed doors. Paint shall be provided by contractor and match new metal siding. A minimum of one coat of primer and two coats of finish paint shall be required.

- f. Contractor shall provide and install Milgard Trinsic line windows (or similar). Windows are to be approved by WWRA representative before ordered. Contractor shall field verify size of all windows. Vinyl windows are to be installed in accordance with manufacturers specifications and local code enforcement. Vinyl windows shall consist of white frame and dual pane with grids. Windows to be replaced shall be fixed, slide or single hung. Window locations are specified in the attached building diagram. Existing windows to remain shall be resealed with caulking and or flashing as required by local code enforcement. Contractor shall be responsible for all framing, labor and materials required to fill in locations in which existing windows will be removed and covered with new metal siding. Contractor shall be responsible for all framing, labor and materials required to frame locations in which windows shall be resized to fit smaller windows. All insulation within the walls and behind any windows being removed shall be maintained or replaced by Contractor. Contractor shall provide all labor and materials required to install new wood trim or sheetrock upon new window installation (North and West walls). Paint, stain and other materials required to finish any new wood trim or sheetrock on the interior shall be provided and completed by Contractor.
- g. Contractor shall replace existing fan vents located on West side of building, reference (Building Diagram and Layout West). Contractor provided vent covers are to be metal with a metal flap or screen. All material and labor shall be provided by contractor.
- h. Contractor shall provide all equipment required to complete job. Usage of equipment along Aeronca Street shall require contractor to provide all necessary construction zone signage and/or certified flaggers for movement of vehicles.
- i. The Contractor shall be responsible to keep the worksite in an organized fashion and shall be required to clean up during and after the project.
- j. Contractor shall be responsible to ensure building is secure upon leaving at the end of a workday.
- k. The Contractor shall work in accordance with WWRA and the tenant (CAVU Cellars, Tamarack Cellars) requiring the movement of any equipment, materials or other item which may hinder Contractors progress.
- l. Contractor shall be responsible for removal and reinstallation of existing gutters, electrical conduit, natural gas conduit or other obstructions that may need to be removed to install new metal siding. Contractor shall be responsible to maintain the existing gutters, electrical conduit, natural gas conduit or other obstructions. Repair and/or replacement of such items damaged shall be at Contractors sole cost.
- m. Contractor shall perform all work necessary to complete the project without disruption or disconnection of any electrical, natural gas or HVAC services at any time during the project.

- n. Upon delivery of all materials provided by the WWRA to the Contractor, the Contractor shall become responsible for the safe-keeping and security of all materials.
- o. Before any additional work is authorized, if applicable the contractor shall obtain the approval of the WWRA representative, in writing.
- p. Contractor shall be responsible to obtain and clean an on-sight lavatory if needed.

2. **Siding/Window Project**

Following the approval by WWRA of the contractor's materials, the contractor shall furnish, install, and perform all required work to complete the work as described in this RFP and Scope of Work.

Contractor is responsible for any and all damage to the Port's property and structures. Contractor is to provide all temporary services, utilities, support facilities, ladders, scaffolding, lift, etc. required to perform this work. Contractor is responsible for compliance with OSHA and WISHA safety regulations.

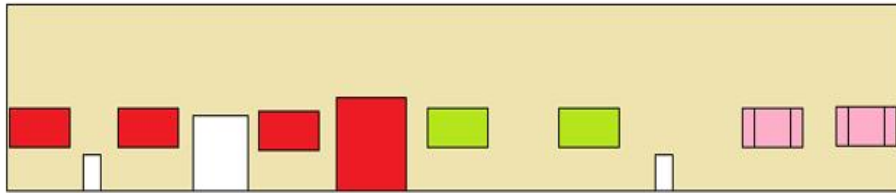
3. **Warranty/Guarantee**

The contractor shall warranty/guarantee all workmanship for a period of one (1) year upon completion of the siding project as stated in Paragraph 3.0 and subsequent paragraphs 3.2 and 3.3 of the Small Works Contract.

175 Aeronca

North Side of Building

Building Diagram and Layout



- Remove and fill. Cover with New Siding
- New Fixed Window With Grids
- New Double Sliders With Grids

North Side of Building

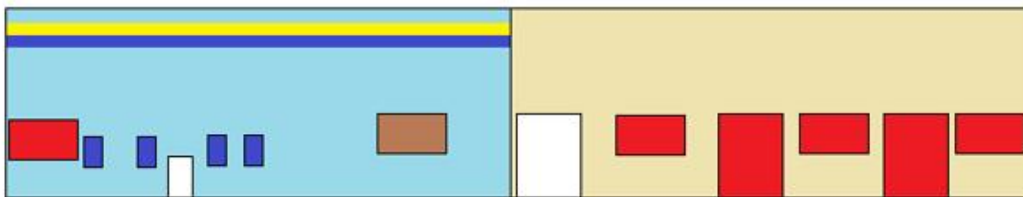


175 E Aeronca

South Side of Building

Building Diagram and Layout

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- Remove and fill. Cover with New Siding
- Leave in place. Re-seal before siding
- NEW FIXED, Obscure window.

South side of Building

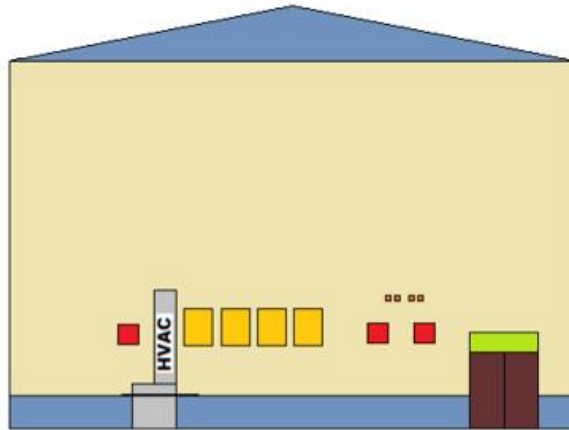


175 E. Aeronca

West Side of Building

Building Diagram and Layout

- Remove and fill.
- New Single Hung Windows with Grids
- New Fixed Window
- New Double Doors
- Replace Vents



West Side of Building

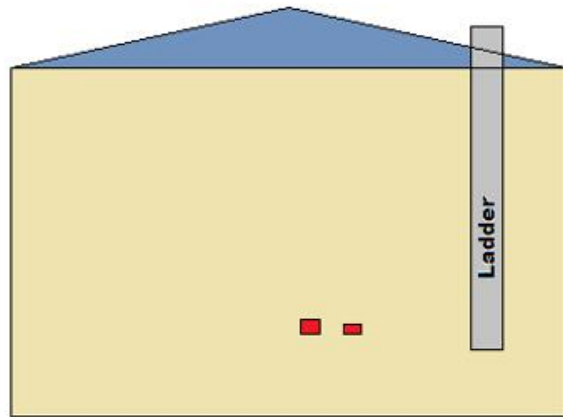


175 E Aeronca

East Side of Building

Building Diagram and Layout

 Remove and fill. Cover with siding



East Side of Building



Instructions to Bidders

Project No. WWRA 2021-CAVU/TAMARACK

1.0 Defined Terms

- 1.1 The Port of Walla Walla is hereinafter called the OWNER.
- 1.2 The Contractor is hereinafter called the CONTRACTOR.
- 1.3 The term "successful bidder" means the lowest, qualified, responsible Bidder to whom the OWNER makes an award.
- 1.4 Bidder Documents means all documents incorporated into this Request for Proposal.
- 1.5 All other defined terms used will be those referenced in the Standard General Conditions of the Construction Contract (2007 as amended) by the National Society of Professional Engineers.

2.0 General Information

- 2.1 The CONTRACTOR and all subcontractors will be licensed in the State of Washington to perform the work.
- 2.2 This project is subject to Washington State Prevailing Wages.
- 2.3 The CONTRACTOR and all subcontractors will be bonded and insured and have covered their employees for workers' compensation.
- 2.4 The CONTRACTOR shall note in the attached Bid Form, receipt of any addenda received during the bid period.
- 2.5 A Bid Security Bond will be required for this project.
- 2.6 A Successful Bidder will be required to furnish a Contract Security in the form of a Payment Bond and Performance Bond in an amount at least equal to the Contract Price.
- 2.7 The Bid price does not include State Sales Tax. The Port shall determine the applicable State sales tax for the project which shall be payable by the Contractor. (8.7%)

3.0 Qualifications of Bidders

- 3.1 To demonstrate qualifications to perform the work, the Bidder shall complete and submit the "Bidder Experience" page attached Bid Form.

4.0 Examination of Contract Documents and Site

- 4.1 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he/she has complied with every requirement and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
- 4.2 Before submitting a Bid, it is recommended that:
 - 4.2.A Bidder examines the Contract Documents thoroughly.
 - 4.2.B Bidder visits the site and familiarizes itself with local conditions that may in any manner affect cost, progress, or performance of the work.
 - 4.2.C Bidder familiarize itself with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

4.2.D Bidder studies and carefully correlates his/her observations with the Contract Documents.

5.0 Interpretations

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the OWNER in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the OWNER as having received the Bidding Documents. Questions received less than 5 days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.0 Bid Security

- 6.1 Bid security shall be a cashier's check, certified check, postal money order, or bid bond (executed with a corporate surety licensed to do business in the State of Washington and the Contractor) made payable to the Port of Walla Walla in an amount not less than five (5) percent of the amount of the base bid, and no bid will be considered unless accompanied by such bid security.
- 6.2 The bid security of the successful Bidder will be retained until such Bidder has executed the Contract Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Contract Agreement and furnish the required Contract Security within 6 days of the Notice of Award, the OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

7.0 Contract Time

- 7.1 The contract time to complete this project is 60 calendar days after the Port issues a Notice to Proceed authorization.
- 7.2 Where CONTRACTOR is prevented from completing any part of the work within the contract times due to delay beyond the control of CONTRACTOR, the contract times will be extended in an amount equal to the time lost due to such delay. If the CONTRACTOR is delayed in the performance or progress of the work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of OWNER, or other causes not the fault of and beyond control of OWNER and CONTRACTOR, then CONTRACTOR shall be entitled to an equitable adjustment in contract times, if such adjustment is essential to CONTRACTOR'S ability to complete the work within the contract times. Such an adjustment shall be CONTRACTOR'S sole and exclusive remedy.

8.0 Subcontractors and Others

- 8.1 The Bidder shall complete and submit in their bid the attached "List of Subcontractors" form, for the categories of work performed by those subcontractors, and the work to be performed by the Bidder. Prime Bidders are cautioned to verify that all their proposed subcontractors are also registered and licensed to perform business in the State of Washington.
- 8.2 The OWNER may request from the Bidder within three (3) business days of the Bid Opening, additional information regarding the Bidder's experience statement with pertinent information as to similar projects and other evidence of qualification for each subcontractor, person, and organization.
- 8.3 If the OWNER, after due investigation, has reasonable objection to any proposed subcontractor, other person, or organization before giving the Notice of Award, either may request the apparent successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent successful Bidder declines to make any such

substitution, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any subcontractor, other person, or organization so listed and to whom the OWNER does not make written objection prior to the giving of the Notice of Award, will be deemed acceptable to the OWNER.

- 8.4 No CONTRACTOR shall be required to employ any subcontractor, other person, or organization against whom the CONTRACTOR has reasonable objection.

9.0 Bid Form

- 9.1 The Bid Form is attached hereto.
- 9.2 Bid Form must be completed in ink or typed. The bid price of each item on the form must be stated in numerals.
- 9.3 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 9.4 Bids by a Limited Liability Company must be executed in the company's name and signed by the managing member or a member with authority, whose title must appear under the signature and the official address of the company must be shown below the signature.
- 9.5 All names must be typed or printed below the signature.
- 9.6 The Bid shall contain an acknowledgment or receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 9.7 The address to which communications regarding the Bid are to be directed must be shown.

10.0 Submission of Bids

- 10.1 Bids shall be submitted at the time and place indicated and shall be included in a sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

11.0 Modifications and Withdrawal of Bids

- 11.1 Bids may be modified or withdrawn by an appropriate written document duly executed and delivered to the OWNER at the location where Bids are to be submitted at any time prior to the opening of Bids.
- 11.2 If, within 48 hours after the Bids are opened, any Bidder may file a duly signed written notice with the OWNER and promptly thereafter demonstrate to the reasonable satisfaction of the OWNER that there was a material and substantial mistake in the preparation of their Bid, that Bidder may withdraw their bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified and is prohibited from bidding on the same project if a second or subsequent call for bids is made for the project.
- 11.3 All documents relating to the modification or withdrawal of bids shall be made a part of the appropriate contract file.

12.0 Opening of Bids

12.1 Bids will be opened publicly and read aloud. An abstract of the amounts of the base Bids and major alternates, if applicable, will be made available after the opening of Bids.

13.0 Bids to Remain Open

13.1 All Bids shall remain open for 30 days after the day of the Bid opening, but the OWNER may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

14.0 Award of Contract

14.1 The OWNER reserves the right to reject any and all Bids, to waive any and all informalities, and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive, or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum, thereof, will be resolved in favor of the correct sum.

14.2 In evaluating Bids, the OWNER shall consider the qualifications of the Bidders, whether the bids comply with the prescribed requirements, unit prices, and alternates (if requested) in the Bid Form costs. It is the OWNER'S intent to award bids based upon the lowest responsible bid received.

14.3 The OWNER may consider the qualifications and experience of subcontractors, other persons, and organizations (including those who are to furnish the principal items of material or equipment) proposed for the work. Operating costs, maintenance considerations, performance data, and guarantees of material and equipment may also be considered by the OWNER.

14.4 The OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to the OWNER'S satisfaction within the prescribed time.

14.5 The OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the OWNER'S satisfaction.

14.6 If the Contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by the OWNER indicates that the award will be in its best interest.

15.0 Contractor's Responsibilities

15.1 Supervision

CONTRACTOR shall supervise, inspect, and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. CONTRACTOR shall not be responsible for the negligence of OWNER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

15.2 Labor

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site.

15.3 Services, Materials, and Equipment

- 15.3.A Unless otherwise specified in the Contract Documents, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the work.
- 15.3.B All materials and equipment incorporated into the work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the specifications shall expressly run to the benefit of OWNER. If required by CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- 15.3.C All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

15.4 Permits

CONTRACTOR shall obtain and pay for all construction permit(s), if needed. The CONTRACTOR will provide the OWNER with the appropriate construction permit.

15.5 Taxes

CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the State of Washington which are applicable during the performance of the work.

15.6 Removal of Debris during Performance of the Work

During the progress of the work, CONTRACTOR shall keep the site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations of the city, county and State of Washington.

15.7 Cleaning

Prior to substantial completion of the work, CONTRACTOR shall clean the site and the work and make it ready for utilization by OWNER. At the completion of the work, CONTRACTOR shall remove from the site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

15.8 Safety and Protection

- 15.8.A CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- all persons on the site or who may be affected by the work;
 - all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

- 15.8.B CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities and other utility owners when examination of the work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- 15.8.C All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any subcontractor, supplier, or other individual or entity directly or indirectly employed by any of them).
- 15.8.D CONTRACTOR'S duties and responsibilities for safety and for protection of the work shall continue until such time as all the work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR that the work is acceptable.

15.9 Emergencies

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give OWNER prompt written notice if CONTRACTOR believes that any significant changes in the work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If OWNER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

16.0 Insurance Requirements

- 16.1 The CONTRACTOR shall furnish to the OWNER copies of their insurance policies (not certificates) executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.
- 16.2 The CONTRACTOR insurance policies shall name the OWNER as an Additional Insured and shall provide a copy of the Additional Insured endorsement to the OWNER.
- 16.3 The CONTRACTOR shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the Contract.
- 16.4 The CONTRACTOR shall not commence work under this Contract until he has obtained all the insurance required hereunder, and such insurance has been approved by the OWNER, nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract work until such subcontractor has obtained insurance similar to that required hereunder for the CONTRACTOR.
- 16.5 Approval of the insurance by the OWNER shall not relieve or decrease the liability of the CONTRACTOR hereunder. Companies writing the insurance under this article shall be

licensed to do business in the State of Washington or be permitted to do business under the Surplus Line Law of the State of Washington.

16.6 The CONTRACTOR shall comply with the Washington State Industrial Insurance Act. The CONTRACTOR shall purchase and maintain during the life of this contract "stop-gap" insurance for all his employees to be engaged in work on this project under this Contract. In case any such work is sublet, the CONTRACTOR shall require all subcontractors to provide the same insurance coverage for all of the latter's employees to be engaged in such work. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Washington State Industrial Insurance Act or "stop-gap" insurance, the CONTRACTOR shall provide and shall cause each subcontractor to provide, for such class of employees under its control, compensation insurance and employer's liability insurance with a private insurance company.

16.7 Commercial General Liability Insurance:
CONTRACTOR will carry and maintain Commercial General Liability Insurance and, if necessary, Commercial Umbrella Insurance, with a limit of not less than \$1 million per each occurrence. If Commercial General Liability Insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. Commercial General Liability Insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. The CONTRACTOR will provide Commercial General Liability Insurance coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

16.8 Automobile Liability Insurance
CONTRACTOR will carry and maintain either commercial automobile liability insurance or a personal line automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. If a personal line automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the insurance policy must show evidence that these conditions have been met. If the CONTRACTOR will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired and non-owned automobiles.

16.9 Workers' Compensation and Employer Liability Insurance
The CONTRACTOR will carry and maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the OWNER. If the Contract is for over \$50,000, then the CONTRACTOR will also maintain employer liability coverage with a limit of not less than \$1 million.

16.10 Miscellaneous Insurance Provisions

16.10.A CONTRACTOR'S liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the OWNER. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the OWNER.

16.10.B When such coverage is required, the CONTRACTOR'S commercial general liability insurance and automobile liability insurance will include the OWNER as

an additional insured. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the OWNER.

- 16.10.C When such coverage is required, the CONTRACTOR'S commercial general liability insurance and automobile liability insurance will contain no special limitations on the scope of protection afforded to the OWNER as an additional insured.
 - 16.10.D The CONTRACTOR'S insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
 - 16.10.E The CONTRACTOR will include all subcontractors as insureds under its policies or will furnish to the OWNER copies of the separate policies and Additional Insured endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
 - 16.10.F The CONTRACTOR will carry and maintain all required insurance policies in force from the time services commence until services are completed. Policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the CONTRACTOR'S liability coverage is written as a claims-made policy, then the CONTRACTOR must provide evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.
 - 16.10.G The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- 16.11 Verification of Coverage and Acceptability of Insurers
- 16.11.A The CONTRACTOR will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of A-X or better.
 - 16.11.B The CONTRACTOR will furnish the OWNER with properly executed policies of insurance (not certificates) or a signed policy endorsement which will clearly evidence all insurance required in this Section within 10 days after the effective date of the Contract. The insurance policies will, at a minimum, list limits of liability and coverage. The insurance policies will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the OWNER. Any insurance policies or endorsement limiting or negating the insurer's obligation to notify the OWNER of cancellation or changes must be amended so as not to negate the intent of this provision.
 - 16.11.C Policies of insurance will show the certificate holder as the OWNER and indicate "care of" the appropriate OWNER. The address of the certificate holder will be shown as the current address of the OWNER.
 - 16.11.D The CONTRACTOR will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to the OWNER that the CONTRACTOR is currently paying workers' compensation.

16.11.E Written notice of cancellation or change will be mailed to the OWNER at the following address:

Port of Walla Walla
Walla Walla Regional Airport
Attn: Jennifer Skoglund, Airport Manager
310 A. Street
Walla Walla, WA 99362

16.12 Underground, Collapse, and Blasting

The following clause shall be included in the coverage for which certificate is furnished: "Injury to or destruction of property caused by the collapse or structural injury to any building or structure due to (a) to excavation, pile driving, or caisson work or (b) moving, shoring, underpinning, raising, or demolition of any building or structure or removal or rebuilding or any structural support and damage due to any blasting operations and damage to any underground utilities in the performance of the work".

16.13 Proof of Carriage of Insurance

The CONTRACTOR shall furnish the OWNER with satisfactory proof of carriage of the insurance required and this proof shall state specifically the name of the project and address or location thereof. All insurance policies must be signed copies. The OWNER shall be named as Additional Insured on the insurance policy.

16.14 Cancellation of Insurance

No cancellation of the foregoing insurance policies shall be effective without 45 days prior notice to the OWNER.

17.0 Hold Harmless

17.1 The CONTRACTOR shall protect, defend, indemnify and save harmless the OWNER, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the CONTRACTOR. The CONTRACTOR agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the CONTRACTOR, by mutual negotiation, hereby waives, as respects the OWNER only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 Revised Code of Washington. In the event the OWNER obtains any judgment or award, and/or incurs any cost arising there from including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the CONTRACTOR.

17.2 The OWNER shall protect, defend, indemnify and save harmless the CONTRACTOR, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the OWNER. The OWNER agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the OWNER, by mutual negotiation, hereby waives, as respects the CONTRACTOR only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51, Revised Code of Washington. In the event the CONTRACTOR obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the OWNER.

17.3 The CONTRACTOR will indemnify, defend, and hold the OWNER (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent CONTRACTORS, and agents) harmless from all claims, damages, losses,

and expenses (including reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the CONTRACTOR'S breach of any obligations, representations, or warranties under the Agreement, (b) the CONTRACTOR'S outside business activities, or (c) the infringement or misappropriation by the CONTRACTOR of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

18.0 Contract Security – Payment & Performance Bonds

- 18.1 For Contracts less than \$35,000 (Thirty-five thousand dollars), as an option of the CONTRACTOR and OWNER, in lieu of Contract Security in the form of a Payment and Performance Bond, the OWNER shall retain fifty percent (50%) of the contract amount for a period of up to (60) sixty days after date of final acceptance, or until receipt of all necessary State of Washington releases required and settlements of any liens filed, whichever is later, per RCW 39.08.010.
- 18.2 For Contracts greater than \$35,000 (Thirty-five thousand dollars), the CONTRACTOR shall provide Contract Security in the form of a Payment Bond and Performance Bond, the OWNER shall retain five percent (5%) of the contract amount for a period of up to (60) sixty days after date of final acceptance, or until receipt of all necessary State of Washington releases required and settlements of any liens filed, whichever is later, per RCW 39.08.010.
- 18.3 CONTRACTOR shall furnish these bonds in an amount at least equal to the Contract Price plus applicable State Sales Tax as security for the faithful performance and payment of all of CONTRACTOR'S obligations under the Contract Documents.
- 18.4 All bonds and insurance required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the State of Washington to issue bonds.
- 18.5 If the surety company issuing the bonds furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in Washington State, the CONTRACTOR shall promptly notify OWNER and shall, within 20 days after the event giving rise to such notification, provide another Contract Security which shall comply with the requirements as stated of above.

19.0 Signing of Contract Agreement

- 19.1 When the OWNER gives a "Notice of Award" to the successful Bidder, it will be accompanied by 2 unsigned counterparts of the Contract Agreement and all other Contract Documents. Within 10 days thereafter, the Contractor shall sign and deliver 2 counterparts of the Contract Agreement to the OWNER with all other Contract Documents attached. Within 6 days thereafter, the OWNER will deliver one copy of all fully signed counterparts to the CONTRACTOR.

Bid Form
Bidder Project WWRA 2021-CAVU/TAMARACK

Project Identification: Bid Project WWRA 2021-CAVU/TAMARACK
Walla Walla, WA 99362

This Bid Submitted To: Port of Walla Walla
Walla Walla Regional Airport
310 A Street
Walla Walla, WA 99362

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Contract Agreement with the OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 30 days after the day of Bid opening. The Bidder will sign the Contract Agreement and submit a Contract Security Performance Bond within 10 days after the date of the OWNER's issues a Notice of Award.
3. In submitting this Bid, the Bidder represents, as more fully set forth in the Contract Agreement, that:

(a) The Bidder has examined copies of all the Contract Documents and of the following addenda, if issued. Receipt of addenda (if applicable) is hereby acknowledged:

Date:	Addenda #:	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- (b) The Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as the Bidder deems necessary.
 - (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the OWNER.
4. The Bidder will complete the Work for the prices as set forth in the attached Bid Form.
 5. The Bidder agrees that the Work will be completed in accordance with the time schedule stated within Contract Agreement.
 6. The following documents are attached to and must be submitted in order for the bid to be considered:
 - (a) Executed and Completed Bid Form
 - (b) Required Bid Security in the form of:

- Cashier's Check, or
- Certified Check, or
- Postal Money Order
- Bid Bond (executed with a corporate surety licensed to do business in the State of Washington and the Contractor)

(c) Executed Affidavit of Non-Collusion.

(d) Executed Anti-Discrimination Certificate.

(e) Completed List of Subcontractors Form attached. (if applicable)

(f) Completed Bidder's Experience Form attached.

List of Subcontractors

(If Applicable)

Bid Project WWRA 2021-CAVU/TAMARACK

The Bidder shall list the name, city and state of the following subcontractors to be involved in the project. **Must be completed and submitted with the bid proposal. Fill in only the subcontractors applicable to the Project.**

Subcontractor/Work

(City, State)

Subcontractor/Work

(City, State)

Subcontractor/Work

(City, State)

Note: The successful Bidder's subcontractors will be required to provide proof of following:

- √ WA State Contractor Registration #
- √ WA State Unified Business Identifier #
- √ WA State Excise Tax Registration #
- √ WA State Employment Security Dept #
- √ Industrial Insurance Coverage
- √ Electrical Contractor License (if applicable)
- √ Elevator Contractor License (if applicable)

Affidavit of Non-Collusion
Bid Project WWRA 2021-CAVU/TAMARACK

STATE OF WASHINGTON

COUNTY OF WALLA WALLA

_____, (Contractor),
being first duly sworn, certifies that the Bid above submitted is a genuine Bid and not a sham or collusive Bid or a Bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham Bid, or any other person or corporation to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure an advantage over other Bidder or Bidders.

(Company Name)

(Contractor's Signature)

(Typed Name and Title)

SUBSCRIBED and SWORN to before me this _____ day of _____, 2020.

NOTARY PUBLIC in and for the State of

Washington, residing at _____

Anti-Discrimination Certificate
Bid Project WWRA 2021-CAVU/TAMARACK

STATE OF WASHINGTON

County of Walla Walla

The Bidder hereby stipulates that no person shall be discriminated against in the bidding of the services and/or materials herein and that the Bidder shall not refuse employment to any person related to this Contract because of such person's race, religion, creed, color, national origin, marital status, gender, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. Any such discrimination shall be deemed a violation of this Bid and shall render this Bid subject to forfeiture.

(Company Name)

(Contractor's Signature)

(Typed Name and Title)

SUBSCRIBED and SWORN to before me this _____ day of _____, 2020.

NOTARY PUBLIC in and for the State of

Washington, residing at _____

Contract Agreement
Bid Project WWRA 2021-CAVU/TAMARACK

THIS AGREEMENT made this _____ day of _____, 2021, between the PORT OF WALLA WALLA, hereinafter called the OWNER and _____, hereinafter called the CONTRACTOR.

WITNESSETH:

1.0 WORK

The OWNER and the CONTRACTOR, in consideration of the payments hereinafter mentioned, agree that the CONTRACTOR will sell and deliver to the OWNER, and the OWNER agrees to purchase and receive from the CONTRACTOR, the following services in accordance with the contract/bid documents and the provision of the CONTRACTOR's proposal attached hereto and made a part hereof:

- Provide all work required to satisfactorily install new metal siding system and window replacement on the North, South, East and West sides of 175 E. Aeronca Avenue located at the Walla Walla Regional Airport Industrial Park as described herein as set forth and required by this RFP.

2.0 PAYMENT PROCEDURE

In consideration of said work mentioned above, the OWNER agrees to pay the CONTRACTOR \$_____ plus applicable state sales tax of 8.7%. Monthly payments may be made by the OWNER to the CONTRACTOR on the fourth Thursday of each month. Payment invoices must be received by noon on the previous Thursday of the preceding week for payment to be eligible within that month.

In consideration of any additional work for the replacement of sub-facia, the OWNER agrees to pay the CONTRACTOR \$_____ per Lineal Foot plus applicable state sales tax of 8.7%. CONTRACTOR is not to perform any additional sub-facia replacement until prior approval from the OWNER.

In consideration of any additional work for the replacement of sheeting, the OWNER agrees to pay the CONTRACTOR \$_____ per Square Foot plus applicable state sales tax of 8.7%. CONTRACTOR is not to perform any additional sub-facia replacement until prior approval from the OWNER.

The OWNER may make partial payment to the CONTRACTOR for construction accomplished during the preceding calendar month on the basis of completed Construction Units furnished and certified to by the CONTRACTOR, solely for the purposes of payment; PROVIDED, HOWEVER, that the billing invoice shall be received by the OWNER not later than noon on the Thursday preceding the fourth Thursday of each month in which payment is expected.

Approval for payment by the OWNER shall not be deemed approval of the workmanship or materials. Only 50 or 95 percent of each such estimate approved during the construction of the Project shall be paid by the OWNER to the CONTRACTOR prior to completion of the Project. Five or Fifty percent of the amount of the Contract shall be withheld until final acceptance of the work is granted by the OWNER, the CONTRACTORS and subcontractors approved affidavit of wages paid has been received by the OWNER, and applicable releases, if required, are received from the Washington State Department of Revenue- Public Works Section, Washington State Employment Security Department – Specialized Collections Unit, and Washington State

Department of Labor & Industries and settlement of any filed liens under Title 60, Revised Code of Washington whichever is later.

For Contracts less than \$35,000 (Thirty-five thousand dollars), as an option of the CONTRACTOR and OWNER, in lieu of Contract Security, retain fifty percent (50%) of the contract amount for a period of up to (60) sixty days after date of final acceptance, or until receipt of all necessary releases required and settlements of any liens filed, whichever is later, per RCW 39.08.010.

For Contracts greater than \$35,000 (Thirty-five thousand dollars), the CONTRACTOR shall provide Contract Security in the form of a Payment Bond and Performance Bond, the OWNER shall retain five percent (5%) of the contract amount for a period of up to (60) sixty days after date of final acceptance, or until receipt of all necessary State of Washington releases required and settlements of any liens filed, whichever is later, per RCW 39.08.010.

No payment shall be due while the CONTRACTOR is in default in respect to any of the provisions of this contract and the OWNER may withhold from the CONTRACTOR the amount of any claim by a third party against either the CONTRACTOR or the OWNER based on alleged failure of the CONTRACTOR to perform the work hereunder in accordance with the provisions of this contract.

3.0 RESPONSIBILITY OF CONTRACTOR

3.1 Safety

The CONTRACTOR shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The CONTRACTOR shall erect and properly maintain at all time, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.

3.2 Correction of Defects

CONTRACTOR shall be responsible for correcting all defects in workmanship and/or CONTRACTOR materials discovered within one year after acceptance of this work. The CONTRACTOR shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by OWNER and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the OWNER, in which case the cost shall be borne by the CONTRACTOR. In the event the CONTRACTOR does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the CONTRACTOR.

3.3 Warranty

The CONTRACTOR shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the OWNER resulting from defects in the CONTRACTOR'S work including, but not limited to, cost of materials and labor expended by the OWNER in making emergency repairs and cost of engineering, inspection and supervision by the OWNER. The CONTRACTOR shall hold the OWNER harmless from any and all claims which may be made against the OWNER as a result of any defective work and the CONTRACTOR shall defend any such claims at its own expense. Where materials or procedures are not specified in the Contract document, the OWNER will rely on the professional judgment of the CONTRACTOR to make appropriate selections.

3.4 Nondiscrimination/Affirmative Action

The CONTRACTOR agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, gender, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CONTRACTOR setting forth the provisions of this nondiscrimination clause.

3.5 Employment

Any and all employees of the CONTRACTOR, while engaged in the performance of any work or services required by the CONTRACTOR under this Contract, shall be considered employees of the CONTRACTOR only and not of the OWNER. Any and all claims that may arise under the Workers Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONTRACTOR'S employees, while so engaged in any of the work or services provided for or rendered herein, shall not be the obligation of the OWNER.

4.0 TAXES

4.1 The amount of tax reported and paid by the CONTRACTOR to the Washington State Department of Revenue due to any and all payments made to the CONTRACTOR for the work performed under this Contract shall be coded to the proper local or county authority by using the proper tax code location. Additionally, the CONTRACTOR shall require all subcontractors performing work under this Contract to use the proper tax code location in reporting tax to the Washington State Department of Revenue for the payments they receive from the CONTRACTOR.

4.2 The CONTRACTOR, as a condition of receiving any retainage held under this Contract, shall provide to the OWNER copies of all state tax returns showing that the tax has been reported in compliance with the above paragraph.

5.0 PREVAILING WAGES

5.1 The CONTRACTOR agrees that no workman, laborer, or mechanic employed in the performance of any part of this contract shall be paid less than the 'prevailing rate of wage' as determined by the industrial statistician of the Department of Labor and Industries, federal "Davis-Bacon" wage rates, or other required wage rates, as defined in the Bid Document. When comparing state/federal wage rates, the CONTRACTOR shall pay the higher wage amount for a listed labor classification. The schedule of the prevailing wage rates for the locality or localities where this contract will be performed is by reference made a part of this contract as though fully set forth herein. The CONTRACTOR agrees to comply with Title 39, Revised Code of Washington, and all other applicable laws. Before payment of any funds will be made, the CONTRACTOR shall submit, and the Washington State Department of Labor and Industries shall have approved, a statement of intent to pay prevailing wages for the labor classifications involved.

5.2 Five or fifty percent of the amount of the Contract shall be withheld until final acceptance of the work is granted by the OWNER, an affidavit of wages paid has been submitted to the OWNER, and applicable releases from the Washington State Department of Revenue-Public Works Section, Washington State Employment Security Department – Specialized

Collections Unit, and Washington State Department of Labor & Industries and settlement of any filed liens under Title 60, Revised Code of Washington, whichever is later.

6.0 EQUAL OPPORTUNITY

- 6.1 Unless exempted pursuant to the provisions of Executive Order 11246 of September 24, 1965, the rules, regulations, and relevant orders of the Secretary of Labor thereunder, during the performance of this Contract, the CONTRACTOR agrees as follows:
- 6.1.A The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, marital status, gender, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, marital status, gender, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 6.1.B The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, national origin, marital status, gender, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- 6.1.C The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the CONTRACTOR'S commitments under this equal opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 6.1.D The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6.1.E The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations, and orders.
- 6.1.F In the event of the CONTRACTOR'S non-compliance with the equal opportunity clause of this Contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the

CONTRACTOR may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

- 6.1.G The CONTRACTOR will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as a means of enforcing such provisions including sanctions for non-compliance; PROVIDED, HOWEVER, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

7.0 DRUG FREE WORKPLACE

- 7.1 The CONTRACTOR agrees to abide by the Drug Free Workplace Act of 1988. The CONTRACTOR will remove any employee from further work when it is determined that they are not fit for duty. The CONTRACTOR will include these provisions in each and every subcontract, so that such provisions will be binding upon each subcontractor. In the event the CONTRACTOR fails to comply with the aforementioned requirements or fails to enforce these requirements, then this contract can be immediately canceled upon written notification from the OWNER.

8.0 HOLD HARMLESS

- 8.1 The CONTRACTOR shall protect, defend, indemnify and save harmless the OWNER, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the CONTRACTOR. The CONTRACTOR agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the CONTRACTOR, by mutual negotiation, hereby waives, as respects the OWNER only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51, Revised Code of Washington. In the event the OWNER obtains any judgment or award, and/or incurs any cost arising there from including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the CONTRACTOR.
- 8.2 The OWNER shall protect, defend, indemnify and save harmless the CONTRACTOR, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the OWNER. The OWNER agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the OWNER, by mutual negotiation, hereby waives, as respects the CONTRACTOR only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51, Revised Code of Washington. In the event the CONTRACTOR obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the OWNER.
- 8.3 The CONTRACTOR will indemnify, defend, and hold the OWNER (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors,

independent CONTRACTORS, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the CONTRACTOR'S breach of any obligations, representations, or warranties under the Agreement, (b) the CONTRACTOR'S outside business activities, or (c) the infringement or misappropriation by the CONTRACTOR of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

9.0 **INSURANCE**

Prior to commencing work, the CONTRACTOR agrees to obtain and continuously carry and maintain, during the period this Agreement remains in force, such insurance as the OWNER considers necessary for the proper protection of the parties hereto and in forms approved by the OWNER.

The CONTRACTOR will also comply with all other insurance conditions as outlined in the "Instruction to Bidders" section.

9.1 Commercial General Liability Insurance

CONTRACTOR will carry and maintain Commercial General Liability Insurance and, if necessary, Commercial Umbrella Insurance, with a limit of not less than \$1 million per each occurrence. If Commercial General Liability Insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. Commercial General Liability Insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. The CONTRACTOR will provide Commercial General Liability Insurance coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

9.2 Automobile Liability Insurance

CONTRACTOR will carry and maintain either commercial automobile liability insurance or a personal line automobile liability insurance with a limit of not less than \$5 million each accident combined bodily injury and property damage. If a personal line automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the insurance policy must show evidence that these conditions have been met. If the CONTRACTOR will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired and non-owned automobiles.

9.3 Workers' Compensation and Employer Liability Insurance

The CONTRACTOR will carry and maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the OWNER. If the Contract is for over \$50,000, then the CONTRACTOR will also maintain employer liability coverage with a limit of not less than \$1 million.

10.0 CONTRACT TERMINATION

In the event that any of the provisions of this Contract are violated by the CONTRACTOR, the OWNER may serve a written notice of intention to terminate such Contract upon the CONTRACTOR, which notice shall specify the reasons, therefore. Unless within 10 days after serving of such notice upon the CONTRACTOR such violations cease and an arrangement for the correction thereof be made satisfactory to the OWNER, this Contract shall, upon the expiration of the said 10 days, cease and terminate.

11.0 CONTRACT TIME

11.1 The work shall be completed 45 calendar days after Notice to Proceed.

11.2 Where CONTRACTOR is prevented from completing any part of the work within the contract times due to delay beyond the control of CONTRACTOR, the contract times will be extended in an amount equal to the time lost due to such delay. If the CONTRACTOR is delayed in the performance or progress of the work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of OWNER, or other causes not the fault of and beyond control of OWNER and CONTRACTOR, then CONTRACTOR shall be entitled to an equitable adjustment in contract times, if such adjustment is essential to CONTRACTOR'S ability to complete the work within the contract times. Such an adjustment shall be CONTRACTOR'S sole and exclusive remedy.

12.0 CONTRACTOR'S REPRESENTATIONS

In order to induce the OWNER to enter into this Agreement, the CONTRACTOR makes the following representations.

12.1 The CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

12.2 The CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by the CONTRACTOR for such purposes.

12.3 The CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

12.4 The CONTRACTOR has given the OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents, and the written resolution, thereof, by the ENGINEER is acceptable to the CONTRACTOR.

13.0 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the OWNER and the CONTRACTOR are attached to this Agreement, made a part hereof, and consists of the following:

13.1 Contract Agreement

13.2 Exhibits to this Agreement

- 13.3 Contract Security - Performance Bond & Payment Bond *(if applicable)*
- 13.4 Notice of Award
- 13.5 Notice to Proceed
- 13.6 Addenda number ___ of ___
- 13.7 Contractor's Executed Bid Form
- 13.8 Any Modification, including Change Orders, duly delivered after execution of Agreement
- 13.9 Contractor Executed Affidavit of Non-Collusion
- 13.10 Contractor Executed Anti-Discrimination Certificate
- 13.11 Insurance Policies
- 13.12 Contract Documents may only be altered, amended or repealed by a Modification.

14.0 MISCELLANEOUS

- 14.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 14.2 The OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 14.3 Venue: In the event a suit is instituted by the OWNER to enforce any of the provisions of this Contract it is agreed that venue of said suit will be in Walla Walla County, Washington.
- 14.4 Filing of Liens and Claims: The OWNER is the official contracting agency for work under this Contract. All liens, and/or claims pertaining to this Contract shall be filed directly with the Executive Director, Port of Walla Walla, 310 A Street, Walla Walla, Washington 99362, (509) 525-3100. Said liens and claims shall be in conformance with Title 39, Revised Code of Washington.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR on their behalf.

This Agreement will be effective on _____, 2021.

PORT OF WALLA WALLA

OWNER

CONTRACTOR

BY

BY

(CORPORATE SEAL)

(CORPORATE SEAL)

Prevailing Wage Rates for Walla Walla County
Bid Project No. WWRA 2021-CAVU/TAMARACK

Listing of Current Prevailing Wage Rates

Go to Washington State Department of Labor & Industries website at:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

SAMPLE PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas the Port of Walla Walla, has awarded to _____ hereinafter designated as the "Principal," a contract for _____ *(RFP Name)* _____

attached hereto and made a part hereof, and whereas, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, we the Principal and _____ a corporation, organized and existing under and by virtue of the laws of the State of _____, and duly authorized to do business in the State of Washington as surety, are held and firmly bound unto the Port of Walla Walla, for and in behalf of _____ in the sum of _____ Dollars (\$ _____), lawful money of the United States for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those presents. The performance bond shall be for 100 percent of the contract amount.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bounded Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract, and shall faithfully perform and fulfill all the undertakings, covenants, terns, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, at the time and in the manner therein specified, and shall indemnify and save harmless the Port of Walla Walla, from any defect or defects, on any of the workmanship or materials entering into any part of the work or designated equipment covered by said contract, which develop or be discovered within one (1) year after the final acceptance of such work, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect; provided that the liability hereunder for defects in materials and workmanship for a period of one (1) year after the acceptance of the work shall not exceed the sum _____ Dollars (\$ _____).
(100% of contract sum)

PROVIDED, FURTHER, that the said surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terns of the contract or the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the said Principal and the said Surety have caused this bond and four (4) counterparts thereof to be signed and sealed by their duly authorized officers this _____ day of _____, 20_____.

Principal

By

Title

TWO WITNESSES:

ATTEST (If Corporation)

Surety

By _____

By _____

Title _____

Its _____

Approved as to form:

Address of local office and agent of
Surety Company is:

By _____

Attorney For _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

SAMPLE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas the Port of Walla Walla, has awarded to _____ hereinafter designated as the "Principal," a contract for _____ (*RFP Name*) _____ as attached hereto and made a part hereof, and whereas, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, we the Principal and _____ a corporation, organized and existing under and by virtue of the laws of the State of _____ and duly authorized to do business in the State of Washington as surety, are held and firmly bound unto the Port of Walla Walla, for and in behalf of

in the sum of _____ Dollars (\$ _____), lawful money of the United States for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those presents. The payment bond shall be for 100 percent of the contract amount.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bounded Principal, his/her or its heirs, executors, administrators, successors or assigns, shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void: otherwise it shall be and remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the contract or the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the said Principal and the said Surety have caused this bond and four (4) counterparts thereof to be signed and sealed by their duly authorized officers this _____ day of _____, 20_____.

Principal

By

Title

TWO WITNESSES:

ATTEST (If Corporation)

Surety

By _____

By _____

Title _____

Its _____

Approved as to form:

Address of local office and agent of
Surety Company is:

By _____

Attorney For _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.