

1. BID SUBMITTAL

Any erasures or alterations of any kind and bids which are incomplete or contain irregularities may be rejected. The Vashon Park District (District) reserves the right, but without obligation, to waive informalities and irregularities. Bids shall be submitted by the time and date established in the Invitation to Bid.

2. TAXES -- RETAIL SALES

Washington State Sales Tax will be considered in the total bid price and must be shown as a separate item on the Bid. All other applicable taxes which the Contractor is required to pay shall be included by it in its bid prices for the work under this Contract.

3. BID EVALUATION AND CONTRACT AWARD

Bids will be evaluated by the District to determine which bid is the lowest responsive bid by a responsible bidder. The District may require the bidder to provide additional qualifications information. If the bidder is notified of contract award, a contract shall be executed and returned, together with the insurance certificate within ten days. After execution by the District, a copy of the signed contract will be returned to the Contractor.

4. INSURANCE

The Contractor shall file an insurance certificate acceptable to the District evidencing the insurance coverages set forth below and certifying that the insurer(s) shall give notice to the District by certified mail, at least 30 days prior to the effective date of any cancellation, lapse or material change in the policy. Such insurance shall be maintained through the term of this Contract and, except for automobile liability, during the period of any required guarantee. By requiring such minimum insurance, the District shall not be deemed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate, maintain greater limits and/or broader coverage.

4A. Liability Insurance

Commercial General Liability, to include Products-Completed Operations, insurance against claims for injuries to persons or damages to property that may arise from or in connection with activities under this Agreement. The insurance coverage shall be no less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate.

Automobile Liability. *If activities require vehicle usage*. If the Project includes the use of automobiles, the Limit of Liability shall be no less than One Million Dollars (\$1,000,000) per occurrence.

Workers Compensation/Stop Gap. *If the contractor(s) has/have employees*. Statutory Workers Compensation coverage and Stop Gap Liability for a limit no less than One Million Dollars (\$1,000,000) per occurrence.

Professional Liability. *If the contractor includes the use of Professional Services*. Professional Liability coverage shall be no less than One Million Dollars (\$1,000,000) per claim and in the aggregate.

"All Risk" Builders Risk or Property. *If the project involves the construction of a capital project or involves the purchase of equipment greater than Five Thousand (\$5,000) in value*. The contractor shall provide "All Risk Builders Risk or Property coverage for the full replacement value of the project/property built/purchased.

The liability insurance shall indemnify the District and its officers, officials, agents and employees against loss from liability imposed by law upon, or assumed under agreement by the Contractor and/or its subcontractors for damages on account of bodily injury, property damage and/or other damages. All policies shall include the Vashon Park District, its officers, officials, agents and employees as additional insureds and shall contain "severability of interest" (cross liability) wording. The Contractor's insurance shall be primary to and not contributing with any insurance or self-insurance which may be carried by the District and shall be provided on forms and by insurance companies satisfactory to the District.

4B. To the extent of the Contractor's negligence, their insurance respectively shall be primary insurance with respect to the District, its officers, employees and agents.

4C. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after thirty (30) days' prior written notice has been given to and change in coverage accepted by the District.

4D. The insurance provider must be licensed to do business in the State of Washington and maintain a Best's rating of no less than A-VIII.

5. Performance/Payment Bond

Pursuant to RCW 39.08.010 the Contractor, prior to commencing work, shall furnish a Performance/ Payment Bond for the full contract sum including sales tax; however, if the Contract Sum does not exceed \$50,000 the Contractor may, in lieu of providing a bond, request the District retain 10% of the Contract amount earned for a period of 30 days following acceptance of the work or until receipt of all necessary releases and settlement of any liens filed under Chapter 60.20 RCW, at which time the District in ordinary course of business will make final payment.

6. Prevailing Wages

The Contractor shall comply with the requirements of RCW 39.12, and shall pay each employee an amount not less than the Prevailing Rate of Wage, as specified by the Industrial Statistician of the Washington State Department of Labor and Industries (L&I) as per

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

Before commencement and upon completion of work, the Contractor shall file the forms and pay the filing fees required by L&I. The Contractor shall indemnify and hold the District harmless from any claims related to the payment or non-payment of such wages by the Contractor.

7. CONTRACT TIME

The Contractor shall promptly start work as soon as possible after the effective date of the written Notice of Award issued by the District. The Contractor shall plan and prosecute the work diligently so that the various portions of the work shall be completed within the time set forth herein. Failure to complete the work within the time specified may result in the assessment of damages for avoidable delay in addition to other remedies available to the District. Avoidable delays in the prosecution of work include those delays which could have been avoided by the Contractor's exercise of care, coordination and foresight.

8. CONTRACT DOCUMENT INTERPRETATION

The intent of the contract documents is to prescribe a complete work. The Contractor shall furnish all labor, materials, equipment, and incidentals necessary or convenient to complete all parts of the work. Compensation for the cost of furnishing the foregoing and for full performance of the contract shall be considered as included in the contract sum.

9. CHANGES

The District may make changes in the work within the scope of this Contract and such changes may be made without notice to any sureties. If any change causes an increase or decrease in the Contractor's cost of, or the time required for the performance of, any part of the work under this Contract, an equitable adjustment will be made consistent with such change and the Contract modified in writing accordingly; provided, however, that the Contractor notifies the District of the change in cost or time before commencing the changed work. Records pertaining to changes in the work shall be maintained sufficient to document all costs. Failure to maintain and disclose the required records shall constitute a waiver of the Contractor's claim for costs not documented.

The value of any work covered by a change order or of any claim for increase or decrease in the Contract price will be determined by one or more of the following methods in the order of precedence listed below, if not specified in the bidding schedule:

9.A. UNIT PRICES

Unit prices set forth in the Contract Documents;

9.B. LUMP SUM

Lump sum as agreed, provided that the Contractor may be required to provide a detailed cost estimate for the proposed change;

9.C. TIME AND MATERIALS

Time and materials basis at rates set forth in the Contract Documents or, if not specified, as follows:

1. Labor not to exceed applicable Prevailing Rates of Wage, plus 15% for overhead, profit and all other costs incurred in supplying labor;
2. Materials and supplies incorporated in and necessary for the work, plus 15% for overhead, profit and all other costs incurred in supplying the materials and supplies;
3. Equipment, excluding small hand tools, at up to the maximum hourly rates set forth in the current "AGC-DOT Equipment Rental Agreement" at such rates as approved by the District, such rate shall include overhead, profit and all other costs incurred in supplying such equipment;
4. "Overhead" shall include, but not be limited to: field and office project management, estimating, general superintendence, purchasing, office expense, small hand tools, all applicable taxes (except state and local retail sales tax), bonding and insurance costs, delay, acceleration or other impact and any other costs of doing business;
5. Subcontractor's work costs shall be calculated in accordance with subparagraphs 1 through 4 above. To the total (excluding all markups for overhead and profit) shall be added 10% for the Contractor's supervision and overhead supDistrict;
6. All costs of the Contractor and any subcontractor attributable to a change in the work are either specifically listed or covered by the multipliers specified in paragraphs 1 through 5 above.

10. QUALITY

The Contractor shall supervise and direct the work using its best efforts, skills and attention. The Contractor shall be solely responsible for, and shall have full control and charge of construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under the contract. The Contractor is for all purposes an independent Contractor and not an agent or employee of the District.

Unless otherwise specifically stated in the Contract, the Contractor shall provide and pay for materials, labor, tools, equipment, water, light, power, transportation, supervision, and temporary construction, and other services and facilities of any nature necessary to execute, complete and deliver the work within the Contract Time. Material and equipment shall be new and of a quality equal to or better than that specified. Equipment offered shall be current models which have been in successful regular operation under comparable conditions. The work performed shall be in conformity with the best modern practice of the trade with the intent to secure the best standard of construction and equipment of work as a whole and in part.

11. SAFETY

The Contractor shall maintain the work site and perform the work in a manner which meets all legal requirements for the provision of a safe workplace. The Contractor shall comply with safety standards and provisions of applicable laws, building and construction codes, and the safety regulations set forth in "Safety Standards for Construction", Chapter 296-155 WAC, and "General Safety Standards", Chapter 296-24 WAC, issued by the Washington State Department of Labor and Industries.

12. COMPLIANCE WITH LAWS AND PERMITS

The Contractor shall comply with and give notices required by all laws, ordinances, codes, rules, regulations, and permits relating to the conduct of the work. Except as specifically otherwise provided herein, the Contractor shall obtain and pay for all permits and licenses necessary for the conduct of the work. The Contractor shall comply with Chapter 49.28 RCW, Hours of Labor.

13. HAZARDOUS MATERIALS

This Contract requires the exchange of hazardous materials information to prevent injury or illness to District or Contractor personnel, to comply with WISHA and WAC 296-62-054.

13.A. AVAILABLE DOCUMENTS

The District has available to the Contractor the following:

1. A list of all known hazardous materials in use at the District. Information on each can be obtained by reviewing the Material Safety Data Sheets (MSDS).
2. Precautions to be taken to lessen the possibility of exposure.

13.B. THE CONTRACTOR SHALL:

1. Notify all subcontractors and/or suppliers of any hazardous materials the District may have on site.
2. Label any hazardous materials brought on site as to contents, hazard warning, name and address of manufacturer.

3. Provide the following written information, prior to commencement of work:

a) A list of hazardous materials to be used during the construction phase of the work, along with the MSDS's.

b) A list of any hazardous materials that have been incorporated into the project and will remain on site, along with the MSDS's.

The Contractor shall conduct its work to meet the requirements set forth in the specifications and any applicable laws or regulations related to hazardous or petroleum-contaminated materials encountered during performance of the work.

The Contractor shall give immediate notice to the District upon the discovery of any hazardous or petroleum-contaminated materials not specifically identified in the Contract Documents and proceed thereafter only as directed by the District or as set forth in the specifications. If the material proves positive as containing asbestos, such material shall be handled in compliance with WAC 296-62-077 through 296-62-07753. Hazardous materials include asbestos, PCBs, lead, radioactive materials, explosives and other materials defined as hazardous or dangerous wastes in WAC Chapters 173-303 and 173-305.

14. PROTECTION OF UTILITIES

The Contractor shall protect from damage public and private utilities encountered during the work. Prior to beginning work, the Contractor shall give proper notification as required by RCW 19.122.030 to the agencies that have utilities in place, and shall cooperate with these agencies in the protection and relocation of underground utilities, facilities and structures. The number to call is 1-800-424-5555.

15. PAYMENT AND RETAINAGE

Upon completion of the work or no more often than monthly, the Contractor shall submit an invoice to the District for work completed. Within 8 days after receipt of invoice, the District will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount. The District will make payment within 30 days of receipt of the Contractor's properly completed invoice or receipt of the goods and services, whichever is later.

The District will pay 90% of the amount of the approved invoice and will retain 10% in accordance with Retainage requirements of Chapter 60.28 RCW. Pursuant to Chapter 39.08.010 RCW, the District will retain 10% of the Contract Sum for a period of 60 days after date of acceptance, or until receipt of all necessary releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later, at which time the District in ordinary course of business will make final payment.

16. WORKERS' BENEFITS

The Contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW, and shall furnish proof of payment if requested

by the District. If any payment required by Title 50 or Title 51 is not made when due, the District may retain such payments from any money due the Contractor and pay the same into the appropriate fund.

17. RECORD DRAWINGS

Upon completion of work and before requesting final inspection, provide the District with record drawings and all operation and maintenance information showing actual dimensions and locations along with changes made during construction.

18. COMPLETION OF WORK

The Contractor shall notify the District when it considers the work complete. If, upon inspection, the District determines that all work has been completed in accordance with the terms of this Contract, the District will accept such work, which acceptance shall be evidenced by a written letter of acceptance to the Contractor. The District shall not be barred by acceptance from requiring the Contractor to remove, replace, repair, or dispose of unauthorized or defective work, material, or equipment or from recovering damages for the same.

19. GUARANTEE

19.A. REPAIRS

For a period of 365 days after the date of acceptance of the work, the Contractor, upon notification from the District, shall promptly schedule and make all repairs to the Contractor-furnished materials, equipment and/or workmanship which may be necessary to make such materials, equipment and/or workmanship equal to that specified in the Contract.

19.B. WARRANTY

The Contractor shall furnish to the District any guarantee or warranty furnished as a normal trade practice in connection with the purchase by the Contractor of any equipment or materials; provided, such guarantee or warranty shall be in addition to those specific requirements for particular equipment or work items indicated in the specifications.

20. NON-DISCRIMINATION

The Contractor shall fully comply with all federal, state, and local laws, regulations, and ordinances pertaining to non-discrimination and equal employment.

21. TERMINATION OF CONTRACT

The District may terminate the Contract upon written notice to the Contractor whenever the Contractor is deemed to be in default or violates the provisions of the Contract by failing, neglecting, or refusing to proceed according to and in full compliance with the Contract Documents. Upon termination the District may exclude the Contractor from the site and shall take possession of the work and all of the materials and equipment for which the District has paid any amount on to the Contractor. The Contractor shall be entitled to payment for portions of the work satisfactorily completed prior to termination, less costs incurred by the District as a result of the Contractor's 0 default.

The District shall have the right to terminate this Contract for any reason whatsoever by notice in writing to the Contractor. Upon receipt of such notice, the Contractor shall immediately discontinue work unless the notice specifies otherwise. Upon such termination, the Contractor shall be paid in ordinary course of business for all work satisfactorily completed to the date of termination.

22. INDEMNIFICATION

To the maximum extent permitted by law and in addition to the requirements of paragraph 4, the Contractor shall be liable for all damages and injuries to property and persons, and shall indemnify and hold the District and its agents and employees harmless from all liability whatsoever for any such damages and injuries arising out of the performance of this Contract; the Contractor agrees to assume the defense of the District in any legal proceedings brought as a result of performance of this Contract and to pay all expenses, including attorneys fees and judgments; provided, that if RCW 4.24.115 applies to the work under this Contract and such damages or injuries are caused by or result from the concurrent negligence of the Contractor or its agents or employees and the District or its agents or employees, the indemnification applies only to the extent of the negligence of the

**Vashon Park District
Vashon Pool Renovation Project
Instructions to Bidders**

Contractor, its agents or employees. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the District and for that purpose the Contractor specifically waives any immunity under the workers' compensation act, RCW Title 51; and the Contractor recognizes that this waiver was specifically entered into pursuant to RCW 4.24.115 and was the subject of mutual negotiation.

The Contractor agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless Vashon Island School District, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, except to the extent of the School District's sole negligence.

23. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this contract, or subcontract the work, in whole or in part, except with the prior written consent of the District. The Contractor shall require each subcontractor to comply with the requirements of these Contract Documents. Subcontractors will not be recognized as having a direct relationship with the District, nor are subcontractors intended or incidental third-party beneficiaries to this Contract.

END OF INSTRUCTIONS TO BIDDERS

