



TO: Public Works Contractors

FROM: Paul Gerola, Economic Development Director

DATE: March 9, 2017

RE: Request for Proposal (RFP) - Bid Project PWW 2017-07
Burbank Industrial Park - Small Diameter Pressure Sewer Line

The Port of Walla Walla is soliciting a Request for Proposal (RFP) from qualified contractors licensed to do business in the State of Washington for small diameter pressure sewer line installation near 2nd Avenue, Burbank, WA at the Burbank Industrial Park. We hope your company is interested in this project.

Important Dates & Times

Bids are Due: Wednesday, March 29, 2017 at 2:00 PM (PST)

Walk-Thru: Monday, March 20, 2017 @ 10:00 AM

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

<http://www.portwallawalla.com/doing-business/request-for-proposals>

Click on “Bid Project PWW 2017-07”

PART A Bidders Packet (Part A-1 to A-8)

PART B Engineered Construction Drawings

If you are unable to download the RFP documents, please call the Port of Walla Walla Administrative Office at 509-525-3100 or email at pg@portwallawalla.com and a copy of the RFP documents will be mailed to your attention.

Proposals are due no later than Wednesday, March 29, 2017 at 2:00 PM (PST) and must be delivered to the Port Administrative Office (Walla Walla Regional Airport) at 310 A Street, Walla Walla, WA 99362. Fax or email proposals will not be accepted.

The bids will be publicly opened by Port of Walla Walla staff. Official bid results shall be made public. Bids will be awarded to the lowest responsive bidder. The Port of Walla Walla expressly reserves the right to reject any or all bids, and the right to waive any informalities or irregularities in any bid or in any bidding and to further award the Project to the lowest, responsive, responsible bidder whose bid complies with all of the prescribed formalities, as it best serves the interest of the Port. The Port also reserves the right to delay the start of work date by no more than 30 days. However, the duration to complete the work would remain unchanged. No bids shall be withdrawn for a period of 30 days subsequent to the opening of bids without the written consent of the Port.

The Contractor will be required to furnish all labor, material, equipment, supervision and otherwise required to perform the work as specified.

The project shall be completed within 30 working 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 15, 2017.

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 Port will be having a one-time only walk-thru of the project that will be conducted on Monday, March 20, 2017 @ 10:00 AM on site at 2nd Avenue, Burbank, WA at the Burbank Industrial Park across from Harris Rebar. Contractors are strongly encouraged to attend this one-time walk-thru and bring measuring instruments and other tools to properly analyze the project.

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

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 PWW 2017-07" 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 another delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED – Bid Project PWW 2017-07" on the face thereof.

If you have any questions regarding the information contained in the Request for Proposal (RFP), please call Paul Gerola at the Port of Walla Walla 509-525-3100.

If you have any questions regarding the Engineered Construction Drawings, please call John Wells of Anderson Perry & Associates at 509-529-9260.

Instructions to Bidders
Bid Project PWW 2017-07
Burbank Industrial Park - Small Diameter Pressure Sewer Line

1. 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. Anderson Perry & Associates hereinafter termed the ENGINEERING FIRM.
- 1.4. The term "successful bidder" means the lowest, qualified, responsible Bidder to whom the OWNER makes an award.
- 1.5. Bidder Documents means all documents incorporated into this Request for Proposal.
- 1.6. All other defined terms used will be those referenced in the Standard General Conditions of the Construction Contract (as amended) by the National Society of Professional Engineers.

2. 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.

3. Copies of Bidder Documents

- 3.1. Complete sets of the Bidder Documents may also be obtained from the office of the Port of Walla Walla, 310 A Street, Walla Walla, WA 99362 (509) 525-3100.
- 3.2. Complete sets of Bidder Documents shall be used in preparing Bids; neither the OWNER nor the ENGINEERING FIRM assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.3. The OWNER and the ENGINEERING FIRM, in making copies of Bidder Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or a grant for any other use.

4. Qualifications of Bidders

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

5. Examination of Contract Documents and Site

- 5.1. 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 an understanding of all terms and conditions for performance of the work.
- 5.2. Before submitting a Bid, it is recommended that:
 - 5.2.1. Bidder examines the Contract Documents thoroughly.
 - 5.2.2. Bidder visits the site and familiarizes itself with local conditions that may in any manner affect cost, progress, or performance of the work.

- 5.2.3. Bidder familiarizes itself with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.
- 5.2.4. Bidder studies and carefully correlates his/her observations with the Contract Documents.

6. Interpretations

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 the 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.

7. Bid Security

- 7.1. 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.
- 7.2. 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.

8. Contract Time

The contract time to complete this project is **30 working 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.

9. Liquidated Damages

- 9.1. If the CONTRACTOR shall fail to complete the work within the time specified in the Contract Agreement, the CONTRACTOR shall pay the OWNER as liquidated damages \$200 per day for each and every calendar day that the work remains uncompleted beyond the specified dates. The CONTRACTOR does hereby authorize the OWNER to deduct such liquidated damages from the amount due, or to become due, the CONTRACTOR. The CONTRACTOR further agrees that any such deduction shall not, in any degree, release the CONTRACTOR from further obligations and liabilities in respect to fulfillment of the entire contract.
- 9.2. 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.

10. ~~Preconstruction Conference~~

~~Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:~~

- ~~10.1. To review the initial construction schedule;~~

- ~~10.2. To establish a working understanding among the various parties associated or affected by the work;~~
- ~~10.3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;~~
- ~~10.4. To establish normal working hours for the work;~~
- ~~10.5. To review safety standards and traffic control; and~~
- ~~10.6. To discuss such other related items as may be pertinent to the work.~~
- ~~10.7. The Contractor shall prepare and submit at the preconstruction conference the following: a preliminary schedule of working drawing submittals; and a list of material sources for approval if applicable.~~

11. Removal of Defective and Unauthorized Work

- 11.1. If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with OWNER forces or by such other means as the OWNER may deem necessary.
- 11.2. If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using OWNER or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.
- 11.3. Direct or indirect costs incurred by the OWNER attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.
- 11.4. No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the OWNER's rights provided by this Section.
- 11.5. The rights exercised under the provisions of this section shall not diminish the OWNER's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

12. Water and Power

The CONTRACTOR shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work unless the contract includes power and water as a pay item.

13. Substitutes or "Or-Equal" Items

The Contract, if awarded, will be on the basis of material and equipment described in the Equipment Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by the CONTRACTOR if acceptable to the ENGINEERING FIRM, application for such acceptance will not be considered by the ENGINEERING FIRM until after the "effective date of the Contract Agreement."

14. Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of the OWNER, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the OWNER, unless subsequently put in writing and signed by the OWNER.

15. Subcontractors and Others

- 15.1. 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.
- 15.2. If the OWNER or ENGINEERING FIRM, after due investigation, has a 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 or ENGINEERING FIRM does not make written objection prior to the giving of the Notice of Award, will be deemed acceptable to the OWNER and ENGINEERING FIRM.
- 15.3. No CONTRACTOR shall be required to employ any subcontractor, other person, or organization against whom the CONTRACTOR has a reasonable objection.

16. Bid Form

- 16.1. The Bid Form is attached hereto.
- 16.2. Bid Form must be completed in ink or typed. The base bid price on the form must be stated in numerals and words; in case of a conflict, words will take precedence.
- 16.3. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 16.4. 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.
- 16.5. 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.
- 16.6. All names must be typed or printed below the signature.
- 16.7. The Bid shall contain an acknowledgment or receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 16.8. The address to which communications regarding the Bid are to be directed must be shown.

17. 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 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 another delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

18. Modifications and Withdrawal of Bids

- 18.1. 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.
- 18.2. 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.
- 18.3. All documents relating to the modification or withdrawal of bids shall be made a part of the appropriate contract file.

19. Opening of Bids

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.

20. Bids to Remain Open

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.

21. Award of Contract

- 21.1. 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.
- 21.2. In evaluating Bids, the OWNER shall consider the qualifications of the Bidders, whether or not 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.
- 21.3. 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.
- 21.4. 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.
- 21.5. The OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the OWNER'S satisfaction.
- 21.6. 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.

22. Contractor's Responsibilities

- 22.1. 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 or

ENGINEERING FIRM 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.

- 22.2. 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.
- 22.3. Services, Materials, and Equipment: 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.
- 22.4. 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 ENGINEERING FIRM, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- 22.5. 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.

23. Permits

CONTRACTOR shall obtain and pay for all plan review and construction permit(s). The CONTRACTOR will provide the OWNER with the appropriate plan review and construction permit fee invoice from said permitting agency and the OWNER will reimburse the CONTRACTOR for the actual cost. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits.

24. 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.

25. 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.

26. 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.

27. Safety and Protection

- 27.1. 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.
- 27.2. 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.
- 27.3. 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 ENGINEERING FIRM 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).
- 27.4. CONTRACTOR'S duties and responsibilities for safety and for the protection of the work shall continue until such time as all the work is completed and ENGINEERING FIRM has issued a notice to OWNER and CONTRACTOR that the work is acceptable.

28. 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 ENGINEERING FIRM or 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 ENGINEERING FIRM or 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.

29. Insurance Requirements - General Requirements

- 29.1. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The OWNER reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- 29.2. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date unless otherwise indicated (see 29.3 below).
- 29.3. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this Contract, and the Contractor shall annually provide the OWNER with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or

execute another form of guarantee acceptable to the OWNER to assure financial responsibility for liability for services performed.

- 29.4. The insurance policies shall contain a "cross liability" provision.
- 29.5. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the OWNER's insurance, self-insurance, or insurance pool coverage.
- 29.6. The Contractor shall provide the OWNER and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- 29.7. Upon request, the Contractor shall forward to the OWNER a full and certified copy of the insurance policy(s).
- 29.8. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the OWNER.
- 29.9. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the OWNER may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the Contract, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the OWNER on demand, or at the sole discretion of the OWNER, offset against funds due the Contractor from the OWNER.
- 29.10. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

30. Insurance Requirements - Additional Insured

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the OWNER as additional insured(s). The OWNER and its officers, elected officials, employees, agents, and volunteers. The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the CONTRACTOR, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the CONTRACTOR are greater than those required by this Contract and irrespective of whether the Certificate of Insurance provided by the CONTRACTOR pursuant to Section 31 describes limits lower than those maintained by the CONTRACTOR.

31. Insurance Requirements - Subcontractors

CONTRACTOR shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverage's listed in Section 33. Upon request of the OWNER, the CONTRACTOR shall provide evidence of such insurance.

32. Insurance Requirements - Evidence of Insurance

The CONTRACTOR shall deliver to the OWNER a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the CONTRACTOR delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

- 32.1. An ACORD certificate or a form determined by the OWNER to be equivalent.
- 32.2. Copies of all endorsements naming OWNER and all other entities listed as Additional Insured(s), showing the policy number. The CONTRACTOR may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
- 32.3. Any other amendatory endorsements to show the coverage required herein.

33. Insurance Requirements - Coverage's and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the CONTRACTOR from liability in excess of

such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the OWNER. The cost of any claim payments falling within the deductible shall be the responsibility of the CONTRACTOR.

Commercial General Liability

A policy of Commercial General Liability Insurance, including:

- Per project aggregate
- Premises/Operations Liability
- Products/Completed Operations – for a period of one year following final acceptance of the work.
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap / Employers' Liability
- Explosion, Collapse, or Underground Property Damage (XCU)
- Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

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

Stop Gap / Employers' Liability

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

34. Insurance Requirements - Automobile Liability

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

- \$1,000,000 combined single limit

35. Insurance Requirements - Workers' Compensation

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

36. Hold Harmless

36.1. 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.

- 36.2. 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.
- 36.3. 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.

37. Contract Security – Payment & Performance Bonds

- 37.1. Contracts of thirty-five thousand dollars (\$35,000) or less, at the option of the CONTRACTOR and OWNER may, in lieu of Contract Security, retain fifty percent (50%) of the contract amount for a period of forty-five (45) days after date of final acceptance or until receipt of all necessary 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.
- 37.2. When the successful Bidder delivers the executed Contract Agreement to the OWNER, it shall be accompanied by the required Contract Security in the form of a Payment Bond and Performance Bond. Sample copies of Performance Bond & Payment Bond are attached hereto.
- 37.3. 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 the CONTRACTOR'S obligations under the Contract Documents.
- 37.4. 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.
- 37.5. 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.

38. Laws to be Observed

In cases of conflict between different safety regulations, the more stringent regulation shall apply. The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The CONTRACTOR shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The CONTRACTOR shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the CONTRACTOR has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The CONTRACTOR shall have sole responsibility for the safety, efficiency, and adequacy of the CONTRACTOR's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The CONTRACTOR shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the CONTRACTOR's performance does not, and shall not, be intended to include review and adequacy of the CONTRACTOR's safety measures in, on, or near the project site.

39. As-Built Records

Each CONTRACTOR shall keep an accurately marked job set of prints as the job progresses, with all changes or deviations from the original drawings covering the work under his Contract. Accurate measurements of all underground services and utilities referenced to the buildings shall be kept. These records of buried utilities should note changes to directions and locations, by dimensions and elevations, as the utilities are actually installed. Upon completion of the project and before final payment, the CONTRACTOR shall forward two (2) sets of blue line prints showing these as-built notations to the OWNER.

40. Signing of Contract Agreement

When the OWNER gives a "Notice of Award" to the successful Bidder, it will be accompanied by an unsigned Contract Agreement and all other Contract Documents. Within 10 days thereafter, the Contractor shall sign and deliver 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.

41. Inadvertent Discovery Plan

The OWNER will provide the Contractor with an Inadvertent Discovery Plan (IDP) specific to the Burbank Industrial Park. IDP are necessary for any projects that contain ground disturbance. In the event archaeological or historical resources are identified during project activities, the IDP provides guidance through the notification process for an unanticipated discovery.

Bid Form
Bid Project PWW 2017-07
Burbank Industrial Park - Small Diameter Pressure Sewer Line

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a 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 following documents are attached to and must be submitted in order for the bid to be considered:
 - (a) Executed and Completed Bid Form with Addenda, if issued, acknowledged.
 - (b) Required Bid Security in the form of:
 - Cashier's Check
 - Certified Check
 - 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 NonCollusion.
 - (d) Executed Anti-Discrimination Certificate Form.

- 6. The Bidder agrees that the Work will be completed in accordance with the time schedule stated within Contract Agreement.
- 7. Communications concerning this Bid shall be addressed to the address of the Bidder indicated below:

Type or Print Name			
Title			
Company Name			
Address			
City, State, Zip			
E-Mail Address			
Phone #		Cell #	
WA State Contractor Registration #		WA State Unified Business Identifier #	

Contractor's Bid – Bid Project PWW 2017-07

Bid Project PWW 2017-07 - Burbank Industrial Park - Small Diameter Pressure Sewer Line

No.	Item	Unit	Unit Price	Quantity	Total Price
1	Mobilization	LS	\$	All	\$
2	Clearing & Grubbing for Pressure Sewer	LS	\$	All	\$
3	Installation 2-inch HDPE Pressure Sewer w/tracer wire	LF	\$	1,600 LF	\$
4	Restoration & Seeding	LS	\$	All	\$
5	Fittings & Misc.	LS	\$	All	\$
Total Bid Cost <u>with no</u> Sales Tax Included					\$

Note: *The Port shall determine the applicable State sales tax for the project which shall be payable by the Contractor.*

BID SUBMITTED ON _____, 2017

The bid shall be signed by an authorized representative.

By _____ Signature

Title: _____

Must be completed and submitted with the bid proposal.

Affidavit of Non-Collusion

Bid Project PWW 2017-07

Burbank Industrial Park - Small Diameter Pressure Sewer Line

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 _____, 2017

NOTARY PUBLIC in and for the State of

Washington, residing at _____

Must be completed and submitted with the bid proposal.

Anti-Discrimination Certificate

Bid Project PWW 2017-07

Burbank Industrial Park - Small Diameter Pressure Sewer Line

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 _____, 2017

NOTARY PUBLIC in and for the State of

Washington, residing at _____

Must be completed and submitted with the bid proposal.

Contract Agreement
Bid Project PWW 2017-07
Burbank Industrial Park - Small Diameter Pressure Sewer Line

THIS AGREEMENT made this _____ day of _____, 2017, between the PORT OF WALLA WALLA, hereinafter called the OWNER and _____, hereinafter called the CONTRACTOR.

WITNESSETH:

1. 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:

2. PAYMENT PROCEDURE

In consideration of said work mentioned above, the OWNER agrees to pay the CONTRACTOR for Bid Project PWW 2017-07 Burbank Industrial Park - Small Diameter Pressure Sewer Line in the amount of \$ _____ plus applicable sales tax. Monthly payments may be made by the OWNER to the CONTRACTOR.

The OWNER may make partial payment to the CONTRACTOR for construction and/or work accomplished during the preceding calendar month on the basis of completed Construction Units furnished and certified to by the CONTRACTOR, and approved by the ENGINEERING FIRM solely for the purposes of payment; PROVIDED, HOWEVER, that the billing invoice shall be received by the OWNER not later than the 20th day of the month in which payment is expected. No partial payments will be made until an approved "Statement of Intent to Pay Prevailing Wages" has been received by the OWNER.

Approval for payment by the OWNER and/or Engineering Firm shall not be deemed approval of the workmanship or materials. Only 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 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.

Contracts of thirty-five thousand dollars (\$35,000) or less, at the option of the CONTRACTOR and OWNER, may, in lieu of Contract Security, retain fifty percent (50%) of the contract amount for a period of forty-five (45) days after date of final acceptance, or until receipt of all necessary 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.

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. 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 materials discovered within one year after acceptance of this work. When corrections of defects are made, CONTRACTOR shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after acceptance of the corrections by the OWNER. 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. 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. 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 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. 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:
- 6.1.1. 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.

- 6.1.2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, 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.
- 6.1.3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, 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.
- 6.1.4. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6.1.5. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations, and orders.
- 6.1.6. 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.
- 6.1.7. 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. DRUG-FREE WORKPLACE

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. 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 form 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. 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
9.2. Automobile Liability Insurance
9.3. Workers' Compensation and Employer Liability Insurance

10. 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. CONTRACT TIME

- 11.1. The work shall be completed **30 working days** after Notice to Proceed.
- 11.2. If the CONTRACTOR shall fail to complete the work within the time specified in the Contract Agreement, the CONTRACTOR shall pay the OWNER as liquidated damages \$200 per day for each and every calendar day that the work remains uncompleted beyond the specified dates. The CONTRACTOR does hereby authorize the OWNER to deduct such liquidated damages from the amount due, or to become due, the CONTRACTOR. The CONTRACTOR further agrees that any such deduction shall not, in any degree, release the CONTRACTOR from further obligations and liabilities in respect to fulfillment of the entire contract.
- 11.3. 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. 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 ENGINEERING FIRM written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents, and the written resolution, thereof, by the ENGINEERING FIRM is acceptable to the CONTRACTOR.

13. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the OWNER and the CONTRACTOR 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. Contractor's Executed Bid Form
- 13.7. Contractor Executed Affidavit of Non-Collusion
- 13.8. Contractor Executed Anti-Discrimination Certificate
- 13.9. Insurance Policies
- 13.10. Any Modification, including Change Orders, duly delivered after execution of Agreement
- 13.11. Contract Documents may only be altered, amended or repealed by a Modification.

14. PRECONSTRUCTION CONFERENCE

Prior to the Contractor beginning the work, a preconstruction conference will be held between the CONTRACTOR, the OWNER and ENGINEERING FIRM and such other interested parties as may be invited. The purpose of the preconstruction conference will be to review the initial progress schedule, establish a working understanding among the various parties associated or affected by the work, establish and review procedures for progress payment, notifications, approvals, submittals, etc., establish normal working hours for the work, review safety standards and traffic control and to discuss such other related items as may be pertinent to the work.

15. Warranty/Guarantee

The CONTRACTOR shall warranty/guarantee all work performed against all defects of materials or workmanship, as called for in the plans, specifications, and addenda, for a period of one year from the date of completion and acceptance of the project, unless the project specifications require a longer guarantee period.

16. MISCELLANEOUS

- 16.1. 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.
- 16.2. 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.
- 16.3. 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.
- 16.4. 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.
- 16.5. As-Built Records (if applicable): Each CONTRACTOR shall keep an accurately marked job set of prints as the job progresses, with all changes or deviations from the original drawings covering the work

under his contract. Accurate measurements of all underground services and utilities referenced to the buildings shall be kept. These records of buried utilities should note changes to directions and locations, by dimensions and elevations, as the utilities are actually installed. Upon completion of the project and before final payment, the CONTRACTOR shall forward two (2) set of blue line prints showing these as-built notations to the OWNER.

- 16.6. Operating Instructions and Maintenance Manuals (if applicable): Each CONTRACTOR or subcontractor shall instruct the OWNER or his authorized representative in the operation and maintenance of all equipment installed under this Contract. The CONTRACTOR shall also deliver to the OWNER two (2) copies of an Operations Manual describing the operation and maintenance of all instructions. The information contained in the manuals shall include operating instructions, maintenance and service instructions, drawings, wiring diagrams, catalog cuts, and repair parts lists. Data in manuals shall be neat, clean copies. Data shall be 8-1/2 x 11-inch size or drawings accordion folded in this size. An index shall be provided with all contents listed in orderly presentation. Each manual shall be a three ring binder with rigid covers. Edge and front shall be imprinted with the job number and OWNER'S name. One preliminary volume in loose form shall be submitted for approval to the OWNER'S Representative prior to binding.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. 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 _____, 2017.

Owner Signature

Contractor Signature

Patrick H. Reay

(Print Name)

(Print Name)

Executive Director

(Print Title)

(Print Title)

Notice of Award Letter

**Bid Project PWW 2017-07
Burbank Industrial Park - Small Diameter Pressure Sewer Line**

_____ is herewith formally notified that on _____
_____, the Port of Walla Walla (Owner) formally considered the Bid submitted by you on
Wednesday, March 29, 2017 at 2:00 PM (PST) for the following described work and on the first date
above-stated did take action to accept your bid in the amount of \$ _____ plus applicable
sales tax.

The project is described as Bid Project PWW 2017-07 Burbank Industrial Park - Small Diameter Pressure
Sewer Line, as shown on the plans and described in the specifications bearing the above title.

The Contractor is herewith instructed to execute all provisions of the agreement within 10 calendar days
following the date of this notice and deliver it to the office of Owner (mailing of contract agreements will
be acceptable only if overnight delivery is guaranteed).

DATED this _____ day of _____, 2017.

Port of Walla Walla

Patrick H. Reay, Executive Director

Notice to Proceed Letter
Bid Project PWW 2017-07
Burbank Industrial Park - Small Diameter Pressure Sewer Line

To: _____ Date: _____
(Contractor)

(Address)

You are hereby notified that the Contract Time for the construction of the above Project will commence to run on the _____ day of _____, 2017. The work shall be completed within the time periods indicated in the Contract Agreement.

PORT OF WALLA WALLA

Patrick H. Reay, Executive Director

ACCEPTED

(Contractor) _____
(Date)

PRINT NAME & TITLE

SAMPLE PERFORMANCE BOND (If applicable)

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, terms, 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 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 _____

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

SAMPLE PAYMENT BOND (If applicable)

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_____

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