



TO: Public Works Contractors

FROM: Brian Hurst, Maintenance and Operation Manager

DATE: April 22, 2021

RE: Request for Proposal (RFP)  
Bid Project PWW 2021-20-Painting - Dell Avenue Small Shop Buildings

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The Port of Walla Walla is soliciting proposals for the clean, prime and paint several small block buildings located at 1310 Dell Avenue, Walla Walla, WA 99362.

### **Important Dates & Times**

**Bids are Due: 2:00 PM (PST) on Wednesday, May 5, 2021**  
**Non-Mandatory Walk-Thru: 11:00 AM (PST) on Wednesday, April 28, 2021**

**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 "Request For Proposals"**

## **Bid Project PWW 2021-20-Painting - Dell Avenue Small Shop Buildings**

The following documents have been incorporated into this bid proposal request.

### **Bidding, Contracts & Construction Documents**

#### **Bidding & Contract Document Requirements**

Part A-1 Request for Proposal (RFP)  
Part A-2 Instructions to Bidders  
Part A-3 Bid Form  
Part A-4 Affidavit of Non-Collusion  
Part A-5 Anti-Discrimination Certificate  
Part A-6 Contract Agreement (*Sample*)  
Part A-7 Prevailing Wage Rates for Walla Walla County  
Part A-8 Performance Bond & Payment Bond (*Samples*)  
Part A-9 Scope of Work & Data Sheets

## **REQUEST FOR PROPOSAL (RFP) & SCOPE OF WORK** ***Bid Project PWW 2021-20-Painting - Dell Avenue Small Shop Buildings***

The Port of Walla Walla is soliciting proposals for the clean, prime and paint several small block buildings located at 1310 Dell Avenue, Walla Walla, WA 99362. The Scope of Work is attached and contains more detail specifications on the work to performed.

**Proposals are due no later than 2:00 PM (PST) on Wednesday, May 5, 2021, and must be delivered to the Port Administrative Office (Walla Walla Regional Airport) at 310 A Street, Walla Walla, WA 99362.**

The bids will be publicly opened by the Port of Walla Walla staff. Due to the COVID-19 restrictions, the Port will make available a call-in number for participants to listen. Call-in number: 302-202-1106 and participant code: 448892. Official bid results shall be made public. Bids will be awarded to the lowest, responsible bidder.

The Port of Walla Walla reserves the right to reject any or all bids or to waive informalities or any part thereof if the Port believes it would not be in the best interest of the Port to perform the work for the proposed sums, of if the proposal is not responsive or proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Port. The Port also reserves the right to delay the start of work date by no more than 15 days. However, the duration to complete the work would remain unchanged. No bids shall be withdrawn for a period of 30 days subsequent to 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 construction project shall be completed within 60 days after the Port issues a Notice to Proceed authorization. Final payment for the contract will be paid upon providing a completed closure document from the contractor which will include all permits, notices, current supervisor & worker cards, and waste disposal receipts.

❖ **Washington State Prevailing Wage Rates shall apply.**

**The Port will be having a non-mandatory, one-time walk-thru of the project that will be conducted at 11:00 AM (PST) on Wednesday, April 28, 2021, on-site at 1310 Dell Avenue, Walla Walla, WA 99362. Contractors are strongly encouraged to attend this non-mandatory one-time walk-thru and bring measuring instruments and other tools to properly analyze the project.**

The Contractor will list, if necessary, the names of any and all subcontractors it intends to use and state what portion of the work each subcontractor will perform. Contractors are requested to submit a bid price for this work using the attached Bid Form provided. State sales tax shall not be included in the bid price. The Port shall determine the applicable State sales tax for the project which shall be payable by the Contractor.

### **Bid Bond**

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

This is not an advertised public request for a bid; therefore, the following provisions shall apply:

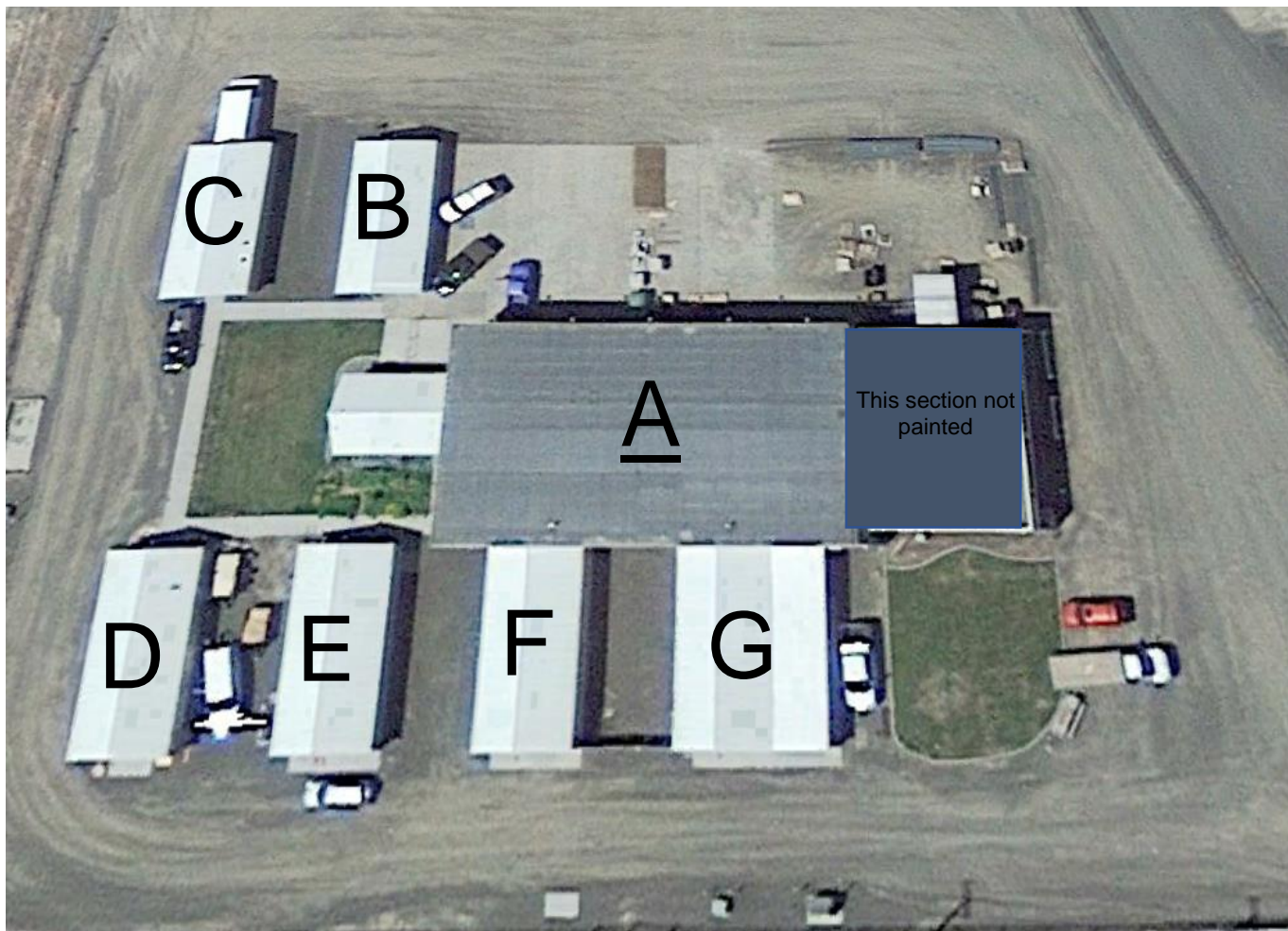
- a) The Port shall make every effort to obtain a minimum of three bids for the project.
- b) Informal bid procedures are utilized for the project.

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

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

If you have any questions regarding the information contained in the Request For Proposal (RFP), please call Brian Hurst, Maintenance and Operation Manager at 509-525-3100, Ext. 114 or [bh@portwallawalla.com](mailto:bh@portwallawalla.com).

**Site Location**  
1310 Dell Avenue, Walla Walla, WA 99362



## **Instructions To Bidders**

### Bid Project PWW 2021-20-Painting - Dell Avenue Small Shop Buildings

#### **1.0 Defined Terms**

- 1.1 The Port of Walla Walla is hereinafter called the OWNER.
- 1.2 The Contractor is hereinafter called the CONTRACTOR.
- 1.3 Not Applicable, hereinafter termed the ENGINEER.
- 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 (2007 as amended) by the National Society of Professional Engineers.

#### **2.0 General Information**

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

#### **3.0 Copies of Bidder Documents**

- 3.1 Complete sets of the Bidder Documents may 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 ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.3 The OWNER and the ENGINEER, 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.

#### **4.0 Qualifications of Bidders**

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

#### **5.0 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.A Bidder examines the Contract Documents thoroughly.
  - 5.2.B Bidder visits the site and familiarizes itself with local conditions that may in any manner affect the cost, progress, or performance of the work.
  - 5.2.C Bidder familiarizes itself with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect the cost, progress, or performance of the work.
  - 5.2.D Bidder studies and carefully correlates his/her observations with the Contract Documents.

#### **6.0 Interpretations**

- 6.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the OWNER in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the OWNER as having received the Bidding Documents. Questions received less than 5 days prior to the date for 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.

#### **7.0 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.

#### **8.0 Contract Time**

- 8.1 The contract time to complete this project is **60** calendar days after the Port issues a Notice to Proceed authorization.
- 8.2 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 the control of OWNER and CONTRACTOR, the 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.

**9.0 Preconstruction Conference**

9.1 Before any work at the site is started, a preconstruction conference attended by OWNER, CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the work and to discuss the schedules handling drawings, other submittals, processing applications for payment, and maintaining required records.

**10.0 Liquidated Damages**

10.1 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 the fulfillment of the entire contract. Provisions for liquidated damage are also set forth in the Contract Agreement.

**11.0 Substitutes or "Or-Equal" Items**

11.1 The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the 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 ENGINEER, application for such acceptance will not be considered by the ENGINEER until after the "effective date of the Contract Agreement."

**12.0 Subcontractors and Others**

- 12.1 The Bidder shall complete and submit in their bid the attached "List of Subcontractors" form, for the categories of work performed by those subcontractors, and the work to be performed by the Bidder. Prime Bidders are cautioned to verify that all their proposed subcontractors are also registered and licensed to perform business in the State of Washington.
- 12.2 The OWNER may request from the Bidder within three (3) business days of the Bid Opening, additional information regarding the Bidder's experience statement with pertinent information as to similar projects and other evidence of qualification for each subcontractor, person, and organization.
- 12.3 If the OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed subcontractor, other person, or organization before giving the Notice of Award, either may request the apparent successful Bidder to submit an acceptable substitute without an increase in the 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 ENGINEER does not make written objection prior to the giving of the Notice of Award, will be deemed acceptable to the OWNER and ENGINEER.
- 12.4 No CONTRACTOR shall be required to employ any subcontractor, other person, or organization against whom the CONTRACTOR has a reasonable objection.

**13.0 Bid Form**

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

**14.0 Submission of Bids**

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

**15.0 Modifications and Withdrawal of Bids**

- 15.1 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.
- 15.2 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.
- 15.3 All documents relating to the modification or withdrawal of bids shall be made a part of the appropriate contract file.

**16.0 Opening of Bids**

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

**17.0 Bids to Remain Open**

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



**18.0 Award of Contract**

- 18.1 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.
- 18.2 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. The OWNER intends to award bids based upon the lowest responsible bid received.
- 18.3 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.
- 18.4 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.
- 18.5 The OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the OWNER'S satisfaction.
- 18.6 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.

**19.0 Contractor's Responsibilities**

19.1 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 ENGINEER 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.

19.2 Labor

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

19.3 Services, Materials, and Equipment

19.3.A Unless otherwise specified in the Contract Documents, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment, and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the work.

- 19.3.B All materials and equipment incorporated into the work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- 19.3.C All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.
- 19.4 Permits  
CONTRACTOR shall obtain and pay for all construction permit(s). The CONTRACTOR will provide the OWNER with the appropriate construction permit.
- 19.5 Taxes  
CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the State of Washington which are applicable during the performance of the work.
- 19.6 Removal of Debris during Performance of the Work  
During the progress of the work, the 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 the State of Washington.
- 19.7 Cleaning  
Prior to substantial completion of the work, the CONTRACTOR shall clean the site and the work and make it ready for utilization by OWNER. At the completion of the work, the 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.
- 19.8 Safety and Protection
- 19.8.A CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- all persons on the site or who may be affected by the work;
  - all the work and materials and equipment to be incorporated therein, whether in the 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.
- 19.8.B CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or 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

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.

- 19.8.C All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any subcontractor, supplier, or other individual or entity directly or indirectly employed by any of them).
- 19.8.D CONTRACTOR'S duties and responsibilities for safety and protection of the work shall continue until such time as all the work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR that the work is acceptable.

19.9 Emergencies

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, the CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER 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 ENGINEER 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.

**20.0 Insurance Requirements**

- 20.1 The CONTRACTOR shall furnish to the OWNER copies of their insurance policies (not certificates) executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.
- 20.2 The CONTRACTOR insurance policies shall name the OWNER as an Additional Insured and shall provide a copy of the Additional Insured endorsement to the OWNER.
- 20.3 The CONTRACTOR shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the Contract.
- 20.4 The CONTRACTOR shall not commence work under this Contract until he has obtained all the insurance required hereunder, and such insurance has been approved by the OWNER, nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract work until such subcontractor has obtained insurance similar to that required hereunder for the CONTRACTOR.
- 20.5 Approval of the insurance by the OWNER shall not relieve or decrease the liability of the CONTRACTOR hereunder. Companies writing the insurance under this article shall be licensed to do business in the State of Washington or be permitted to do business under the Surplus Line Law of the State of Washington.
- 20.6 The CONTRACTOR shall comply with the Washington State Industrial Insurance Act. The CONTRACTOR shall purchase and maintain during the life of this contract "stop-gap" insurance for all

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

20.7 Commercial General Liability Insurance:

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

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

20.8 Automobile Liability Insurance

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

20.9 Workers' Compensation and Employer Liability Insurance

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

20.10 Miscellaneous Insurance Provisions

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

20.10.B When such coverage is required, the CONTRACTOR'S commercial general liability insurance and automobile liability insurance will include the OWNER as an additional insured. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the OWNER.

- 20.10.C When such coverage is required, the CONTRACTOR'S commercial general liability insurance and automobile liability insurance will contain no special limitations on the scope of protection afforded to the OWNER as an additional insured.
  - 20.10.D The CONTRACTOR'S insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
  - 20.10.E The CONTRACTOR will include all subcontractors as insured's under its policies or will furnish to the OWNER copies of the separate policies and Additional Insured endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
  - 20.10.F The CONTRACTOR will carry and maintain all required insurance policies in force from the time services commence until services are completed. Policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the CONTRACTOR'S liability coverage is written as a claims-made policy, then the CONTRACTOR must provide evidence of the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services.
  - 20.10.G The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- 20.11 Verification of Coverage and Acceptability of Insurers
- 20.11.A The CONTRACTOR will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of A-X or better.
  - 20.11.B The CONTRACTOR will furnish the OWNER with properly executed policies of insurance (not certificates) or a signed policy endorsement which will clearly evidence all insurance required in this Section within 10 days after the effective date of the Contract. The insurance policies will, at a minimum, list limits of liability and coverage. The insurance policies will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the OWNER. Any insurance policies or endorsement limiting or negating the insurer's obligation to notify the OWNER of cancellation or changes must be amended so as not to negate the intent of this provision.
  - 20.11.C Policies of insurance will show the certificate holder as the OWNER and indicate "care of" the appropriate OWNER. The address of the certificate holder will be shown as the current address of the OWNER.
  - 20.11.D The CONTRACTOR will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to the OWNER that the CONTRACTOR is currently paying workers' compensation.
  - 20.11.E Written notice of cancellation or change will be mailed to the OWNER at the following address:
    - Port of Walla Walla
    - 310 A. Street
    - Walla Walla, WA 99362

20.12 Underground, Collapse, and Blasting

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

20.13 Proof of Carriage of Insurance

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

20.14 Cancellation of Insurance

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

**21.0 Hold Harmless**

- 21.1 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 therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the CONTRACTOR.
- 21.2 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.
- 21.3 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 proceedings that are 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 rights in results.

**22.0 Contract Security – Payment & Performance Bonds**

- 22.1 For Contracts less than \$35,000 (Thirty-five thousand dollars), as an option of the CONTRACTOR and OWNER, in lieu of Contract Security in the form of a Payment and Performance Bond, the OWNER shall retain fifty percent (50%) of the contract amount for a period of up to (60) sixty days after the date of final acceptance, or until receipt of all necessary State of Washington releases required and settlements of any liens filed, whichever is later, per RCW 39.08.010.
- 22.2 For Contracts greater than \$35,000 (Thirty-five thousand dollars), the CONTRACTOR shall provide Contract Security in the form of a Payment Bond and Performance Bond, the OWNER shall retain five percent (5%) of the contract amount for a period of up to (60) sixty days after the date of final acceptance, or until receipt of all necessary State of Washington releases required and settlements of any liens filed, whichever is later, per RCW 39.08.010. 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.
- 22.3 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.
- 22.4 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.
- 22.5 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.

**23.0 Signing of Contract Agreement**

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

**Bid Form**  
**Bid Project PWW 2021-20-Painting - Dell Avenue Small Shop Buildings**

**Project Identification:** Bid Project PWW 2021-20-Painting - Dell Avenue Small Shop Buildings

**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 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 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 the OWNER.
4. The Bidder will complete the Work for the prices as set forth in the attached Bid Form.
5. The Bidder agrees that the Work will be completed in accordance with the schedule stated within the Contract Agreement.
6. The following documents are attached to and **must be submitted in order for the bid to be considered:**
  - (a) Executed and Completed Bid Form
  - (b) Required Bid Security in the form of:
    - Cashier's Check
    - 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 Non-Collusion.
- (d) Executed Anti-Discrimination Certificate.
- (e) Completed List of Subcontractors Form attached.
- (f) Completed Bidder's Experience Form attached.

7. Communications concerning this Bid shall be addressed to the address of the Bidder indicated below:

<b>Type or Print Name</b>			
<b>Title</b>			
<b>Company Name</b>			
<b>Address, City, State, Zip</b>			
<b>E-Mail Address</b>			
<b>Phone #</b>		<b>Cell #</b>	
<b>WA State Contractor Registration #</b>		<b>WA State Unified Business Identifier #</b>	
<b>WA State Employment Security Dept #</b>		<b>Industrial Insurance Coverage #</b>	

**Bid Form**  
**Bid Project PWW 2021-20-Painting - Dell Avenue Small Shop Buildings**

**Base Bid Cost**

Item	Lump Sum Price (Without Sales Tax)
Bid Project PWW 2021-20-Painting - Dell Avenue Small Shop Buildings	\$

BID SUBMITTED ON \_\_\_\_\_,20\_\_\_\_

The bid shall be signed by an authorized representative.

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

### **List of Subcontractors**

Bid Project PWW 2021-20-Painting - Dell Avenue Small Shop Buildings

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

\_\_\_\_\_  
(Subcontractor/Work) (City, State)

\_\_\_\_\_  
(Subcontractor/Work) (City, State)

\_\_\_\_\_  
(Subcontractor/Work) (City, State)

\_\_\_\_\_  
(Subcontractor/Work) (City, State)

\_\_\_\_\_  
(Subcontractor/Work) (City, State)

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

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

### **Bidder's Experience**

Bid Project PWW 2021-20-Painting - Dell Avenue Small Shop Buildings

List the following project information for similar type of projects the bidder has completed beginning with the most recent.

Year	Project Name	Contract Amount	Project Description	References & Contact Info

**Affidavit of Non-Collusion**  
**Bid Project PWW 2021-20-Painting - Dell Avenue Small Shop Buildings**

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 \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of

Washington, residing at \_\_\_\_\_

**Anti-Discrimination Certificate**  
**Bid Project PWW 2021-20-Painting - Dell Avenue Small Shop Buildings**

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 \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

NOTARY PUBLIC in and for the State of

Washington, residing at \_\_\_\_\_

## **Contract Agreement**

### **Bid Project PWW 2021-20-Painting - Dell Avenue Small Shop Buildings**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the PORT OF WALLA WALLA, hereinafter called the OWNER and \_\_\_\_\_, hereinafter called the CONTRACTOR.

### **WITNESSETH:**

#### **1.0 WORK**

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

#### **2.0 PAYMENT PROCEDURE**

In consideration of said work mentioned above, the OWNER agrees to pay the CONTRACTOR \$\_\_\_\_\_ plus applicable sales tax. Monthly payments may be made by the OWNER to the CONTRACTOR.

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

Approval for payment by the OWNER shall not be deemed approval of the workmanship or materials. Only 50 or 95 percent of each such estimate approved during the construction of the Project shall be paid by the OWNER to the CONTRACTOR prior to completion of the Project. Five or Fifty percent of the amount of the Contract shall be withheld until final acceptance of the work is granted by the OWNER, the CONTRACTORS and Subcontractors approved affidavit of wages paid has been received by the OWNER, and applicable releases, if required, are received from the Washington State Department of Revenue- Public Works Section, Washington State Employment Security Department – Specialized Collections Unit, and Washington State Department of Labor & Industries and settlement of any filed liens under Title 60, Revised Code of Washington whichever is later.

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

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

No payment shall be due while the CONTRACTOR is in default in respect to any of the provisions of this contract and the OWNER may withhold from the CONTRACTOR the amount of any claim by a third party

against either the CONTRACTOR or the OWNER based on the alleged failure of the CONTRACTOR to perform the work hereunder in accordance with the provisions of this contract.

### **3.0 RESPONSIBILITY OF CONTRACTOR**

#### **3.1 Safety**

The CONTRACTOR shall take all necessary precautions for the safety of employees on the worksite 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, the 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 the loss of service may result, such corrections may be made by the OWNER, in which case the cost shall be borne by the CONTRACTOR. In the event the CONTRACTOR does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the CONTRACTOR.

#### **3.3 Warranty**

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

#### **3.4 Nondiscrimination/Affirmative Action**

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

#### **3.5 Employment**

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



employees, while so engaged in any of the work or services provided for or rendered herein, shall not be the obligation of the OWNER.

#### **4.0 TAXES**

- 4.1 The amount of tax reported and paid by the CONTRACTOR to the Washington State Department of Revenue due to any and all payments made to the CONTRACTOR for the work performed under this Contract shall be coded to the proper local or county authority by using the proper tax code location. Additionally, the CONTRACTOR shall require all subcontractors performing work under this Contract to use the proper tax code location in reporting tax to the Washington State Department of Revenue for the payments they receive from the CONTRACTOR.
- 4.2 The CONTRACTOR, as a condition of receiving any retainage held under this Contract, shall provide to the OWNER copies of all state tax returns showing that the tax has been reported in compliance with the above paragraph.

#### **5.0 PREVAILING WAGES**

- 5.1 The CONTRACTOR agrees that no workman, laborer, or mechanic employed in the performance of any part of this contract shall be paid less than the 'prevailing rate of wage' as determined by the industrial statistician of the Department of Labor and Industries, federal "Davis-Bacon" wage rates, or other required wage rates, as defined in the Bid Document. When comparing state/federal wage rates, the CONTRACTOR shall pay the higher wage amount for a listed labor classification. The schedule of the prevailing wage rates for the locality or localities where this contract will be performed is by reference made a part of this contract as though fully set forth herein. The CONTRACTOR agrees to comply with Title 39, Revised Code of Washington, and all other applicable laws. Before payment of any funds will be made, the CONTRACTOR shall submit, and the Washington State Department of Labor and Industries shall have approved, a statement of intent to pay prevailing wages for the labor classifications involved.
- 5.2 Ten percent of the amount of the Contract shall be withheld until final acceptance of the work is granted by the OWNER, an affidavit of wages paid has been submitted to the OWNER, and applicable releases from the Washington State Department of Revenue- Public Works Section, Washington State Employment Security Department – Specialized Collections Unit, and Washington State Department of Labor & Industries and settlement of any filed liens under Title 60, Revised Code of Washington, whichever is later.

#### **6.0 EQUAL OPPORTUNITY**

- 6.1 Unless exempted pursuant to the provisions of Executive Order 11246 of September 24, 1965, the rules, regulations, and relevant orders of the Secretary of Labor thereunder, during the performance of this Contract, the CONTRACTOR agrees as follows:
- 6.1.A The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, marital status, gender, age or handicap, or other circumstances as may be defined by federal, state, or local law or ordinance, except for a bona fide occupational qualification. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, marital status, gender, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- 6.1.B The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, national origin, marital status, gender, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- 6.1.C The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the CONTRACTOR'S commitments under this equal opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 6.1.D The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
- 6.1.E The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations, and orders.
- 6.1.F In the event of the CONTRACTOR'S non-compliance with the equal opportunity clause of this Contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- 6.1.G The CONTRACTOR will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as a means of enforcing such provisions including sanctions for non-compliance; PROVIDED, HOWEVER, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## **7.0 DRUG-FREE WORKPLACE**

The CONTRACTOR agrees to abide by the Drug-Free Workplace Act of 1988. The CONTRACTOR will remove any employee from further work when it is determined that they are not fit for duty. The CONTRACTOR will include these provisions in each and every subcontract so that such provisions will be binding upon each subcontractor. In the event the CONTRACTOR fails to comply with the aforementioned

requirements or fails to enforce these requirements, then this contract can be immediately canceled upon written notification from the OWNER.

## 8.0 **HOLD HARMLESS**

- 8.1 The CONTRACTOR shall protect, defend, indemnify and save harmless the OWNER, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the CONTRACTOR. The CONTRACTOR agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the CONTRACTOR, by mutual negotiation, hereby waives, as respects the OWNER only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51, Revised Code of Washington. In the event, the OWNER obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the CONTRACTOR.
- 8.2 The OWNER shall protect, defend, indemnify and save harmless the CONTRACTOR, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the OWNER. The OWNER agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the OWNER, by mutual negotiation, hereby waives, as respects the CONTRACTOR only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51, Revised Code of Washington. In the event, the CONTRACTOR obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the OWNER.
- 8.3 The CONTRACTOR will indemnify, defend, and hold the OWNER (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent CONTRACTORS, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the CONTRACTOR'S breach of any obligations, representations, or warranties under the Agreement, (b) the CONTRACTOR'S outside business activities, or (c) the infringement or misappropriation by the CONTRACTOR of any foreign or United States patent, copyright, trade secret, or other proprietary rights in results.

## 9.0 **INSURANCE**

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

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

### 9.1 **Commercial General Liability Insurance**

CONTRACTOR will carry and maintain Commercial General Liability Insurance and, if necessary, Commercial Umbrella Insurance, with a limit of not less than \$1 million per each occurrence. If Commercial General Liability Insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. Commercial General Liability Insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. The CONTRACTOR will provide Commercial General Liability Insurance coverage that does

not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

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

9.2 Automobile Liability Insurance

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

9.3 Workers' Compensation and Employer Liability Insurance

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

**10.0 CONTRACT TERMINATION**

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

**11.0 CONTRACT TIME**

11.1 The work shall be completed 60 calendar 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 the 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 the control of OWNER and CONTRACTOR, the CONTRACTOR shall be entitled to an equitable adjustment in contract times, if such adjustment is essential to CONTRACTOR'S ability to complete the work within the contract times. Such an adjustment shall be CONTRACTOR'S sole and exclusive remedy.

## **12.0 CONTRACTOR'S REPRESENTATIONS**

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

- 12.1 The CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect the 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 ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the written resolution, thereof, by the ENGINEER, is acceptable to the CONTRACTOR.

## **13.0 CONTRACT DOCUMENTS**

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

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

## **14.0 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.

## **15.0 MISCELLANEOUS**

- 15.1 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.

- 15.2 The OWNER and CONTRACTOR each bind 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.
- 15.3 Venue: In the event, a suit is instituted by the OWNER to enforce any of the provisions of this Contract it is agreed that the venue of the said suit will be in Walla Walla County, Washington.
- 15.4 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.

SAMPLE

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 \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Contractor Signature

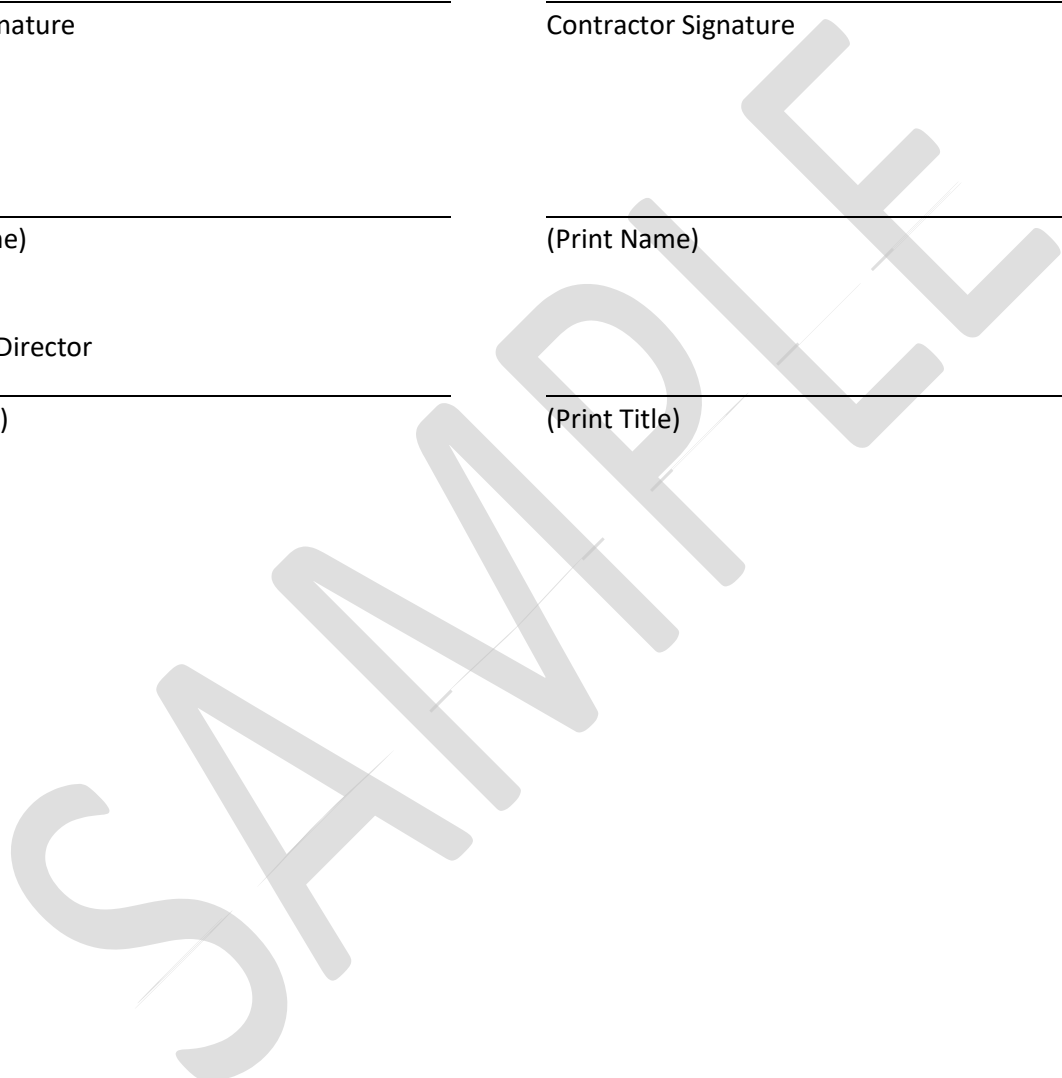
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Print Title)



**Prevailing Wage Rates for Walla Walla County**  
**Bid Project PWW 2021-20-Painting - Dell Avenue Small Shop Buildings**

**Listing of Current Prevailing Wage Rates**

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

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



**SAMPLE PERFORMANCE BOND**

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bounded Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract, and shall faithfully perform and fulfill all the undertakings, covenants, 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 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 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 has 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 the date of Contract. If Contractor is Partnership, all partners should execute Bond.

**SAMPLE PAYMENT BOND**

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bounded Principal, his/her or its heirs, executors, administrators, successors or assigns, shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by a 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 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 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 has 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 the date of Contract. If Contractor is Partnership, all partners should execute Bond.

## **SCOPE OF WORK**

### **Bid Project PWW 2021-20-Painting - Dell Avenue Small Shop Buildings**

#### **A. General**

##### **(1) Code Compliance and Permits**

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

##### **(2) Description of Work**

- (a) Provide all work required to satisfactorily clean/prime/paint all buildings (building suites A,B,C,D,E,F,G see below diagram) located at 1310 Dell Avenue, Walla Walla, WA 99362 described herein and as set forth and required by this RFP. Metal siding section on building A is NOT to be painted.
- (b) The Contractor will be required to furnish all labor, equipment, materials (except primer and paint), to clean/prime/paint, supervision, and otherwise required to perform the work as specified. Note: the primers and paint products shall be supplied by the Port of Walla Walla. Each suite will have a two-color combination chosen by the Port of Walla Walla. All structure's main body is to be one color and doors and trim a second.
- (c) The Contractor shall scrape and remove loose or flaking paint on all painted surfaces prior to any cleaning and washing of buildings.
- (d) The Contractor shall wash and scrub with a stiff brush the block and the wood surfaces with a solution of T.S.P. and rinse thoroughly by pressure washer. Once dry, contact the PORT representative for inspection. The Contractor and Port representative shall determine if further action is required prior to primer application.
- (e) The Contractor shall re-caulk all wood surfaces on the building suites with PPG TopGun 400 or equivalent. Gaps, cracks, or holes in the block shall be filled using Contractor-supplied Mor-Flexx (or similar) flexible textured surface sealant (see datasheet below). The contractor shall caulk any dime-size holes or smaller in all blocks, including around penetrations.
- (f) Upon completion of all prep work Contractor shall prime all surfaces.  
Priming
  - Prior to any application of a new finish coat, the Contractor will be required to prime all block surfaces. Contractor shall use the PORT supplied PPG Perma-Crete (see datasheet below). Sealer shall be applied in accordance with the specifications as attached.
  - All wood surfaces, man doors, and overhead doors shall be primed with PORT supplied PPG Seal-Grip (see datasheet below).
- (g) The Contractor shall finish surfaces with two (2) coats of PORT supplied ACRI-SHIELD Satin Acrylic (58-910 see data sheet below). The 58-910 finish coats shall be applied in accordance with the specifications as attached.
- (h) Before any additional work is authorized, if applicable, the Contractor shall obtain the approval of PORT, in writing, for any such additional work.

- (i) The Contractor shall be responsible for the control of paint drift and no painting shall occur when winds are 5 miles per hour or above.
- (j) The Contractor shall keep the worksite in an organized fashion and as unobtrusive to the building tenants as possible. Contractor shall be required to clean up during and after the project.
- (k) The Contractor shall be responsible to remove and re-hang any signs or banners or lights on suites A,B,C,D,E,F,G.
- (l) Contractor shall supply a portable lavatory if needed.

**B. Painting**

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

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

**C. Warranty/Guarantee**

The contractor shall warranty/guarantee all workmanship for a period of one (1) year upon completion of the project. Warranty shall be in writing prior to final payment.



TECHNICAL DATA

# MOR-FLEXX

## The Flexible Sealant for Textured Surfaces

**DESCRIPTION:**

Mor-Flexx® is the flexible sealant for textured surfaces. Its sandy composition mimics the character of many different textured surfaces, including wood, stone, stucco, brick, mortar and man-made composite panels and siding. Mor-Flexx won't dry hard and crack like other repair products. Instead, it stretches and flexes with temperature changes and movement.

**WHERE TO USE:**

Where a textured, mortar look is desired.

**ADHERES TO:** (all conform to ASTM C794)

Most building materials including:

**Metals**

- Aluminum
- Anodized Windows
- Steel
- Brass

**Plastics**

- PVC
- Vinyl

**Other Surfaces**

- Tile
- Wood
- Stucco
- Brick
- Fiber Cement
- Drywall
- Cinder Block
- Mortar
- Concrete
- Stone
- EIFS

**COLORS:**

- Beige
- Khaki
- Pewter
- White White
- Gray
- Pecan
- Light Gray

**PACKAGING:**

- 10.5 oz. plastic cartridges (Beige and Gray only)
- 29 oz. fiber cartridges (Beige, Khaki, Light Gray, Pecan, Pewter. *White White by special order only.*)

**COVERAGE:**

A 10.5 oz. cartridge will yield approx. 26 lineal feet with a ¼" (6 mm) bead.

**PAINTABILITY:**

With exterior latex paints after 4 hours (will take longer in cool, humid conditions). Allow 1 week drying time before applying oil-based paints, sealers, or stains. Some interior and exterior low-end, flat latex paints may crack over Mor-Flexx, so test in an inconspicuous area first.

**FEATURES**

- Elastomeric with powerful adhesion - stretches, won't tear, crack or pull away
- Use in joints up to 3" wide with no slump
- Textured
- Water-based
- 7 available colors
- Paintable
- Freeze-thaw stable
- Limited Lifetime Warranty
- Full 10.5 oz. in every cartridge
- Low VOC
- High durability
- Exclusive stop flow plunger

**BENEFITS**

- Eliminates costly call backs
- Stays where it's applied
- Blends in with stucco, mortar or grout
- Easy to tool and clean up
- Matching to each job is easy
- Easy to make the fix disappear
- Simply thaw and apply, no wasted product
- Have confidence that you're using the right product
- More for your money
- Meets strictest VOC requirements; environmentally friendly
- Performs well in most any type of climate
- Less waste, less mess



#### WHERE NOT TO USE:

- On concrete less than 6 months old; the concrete is not fully cured
- Areas of water submersion or frequent, prolonged puddling
- Areas with high foot and/or vehicle traffic (driveways, sidewalks, decks, patios, etc.)
- Areas where hydrostatic resistance is wanted
- Will not adhere to or is incompatible with Kynar®, Polypropylene, Waxes, Polyethylene, and Silicone.

#### APPLICATION:

- Lower temperatures and higher humidity will slow cure time. Mor-Flexx can be applied to damp areas, but should not be exposed to direct rainfall until cured. Use plastic sheeting with good airflow underneath to protect the product if rain is expected sooner.
- Natural shrinkage will give the joint a concave appearance; multiple applications may be needed to fill the joint flat.
- If dirt or oils are present, wash with any household cleaner, rinse to remove and allow to dry.
- When repairing a failed caulking application, wire brush the crack or chipped area to loosen and remove poorly bonded material. Completely remove all loose material and dust.
- Insert backer rod into joints deeper than 1/2" to provide for proper sealant depth and a stronger, longer lasting seal.
- Choose bead size and cut the nozzle. Puncture the inner seal.
- Gun Mor-Flexx into the joint.
- Tool for a smoother bead using a damp foam or paint brush with a light, skimming touch. Alcohol and/or water in a spray bottle may be used to slow skinning when the temperature is above 70°F (21°C) or in hot, direct sunlight.

#### STORAGE AND CLEAN UP:

- Clean up tools and hands with warm water and soap.
- Leftover Mor-Flexx can be stored if the nozzle is tightly wrapped with plastic wrap and a rubber band.

#### TYPICAL PROPERTIES:

Property	Value
Joint Size	Maximum 3"
Application Range	40°F to 90°F (4°C to 32°C) surface temperature
Service Range	-30°F to 250°F (-34°C to 121°C)
Tensile Properties	Recovery at 50% stretch: 100% recovery in 3 minutes Recovery at 100% stretch: 96% recovery in 5 minutes
VOC	44 g/L, <1.5% by weight

#### TEST DATA:

Property	Results	Test Method
Durability	12.5% joint movement (10 cycles @ -15°F (-26°C))	ASTM C719
Hardness, Shore A	29 (21-day cure)	ASTM C661
Slump	1/16"	ASTM D2202
Solids	76% by weight	ASTM C1250
Extrusion Rate	750 g/min (1/8" orifice at 40 psi)	ASTM C603
Freeze-Thaw Stability	Passes at least 5 cycles 0°F to 70°F (-18°C to 21°C)	ASTM C731
Low Temp. Flexibility	Pass (not artificially weathered)	ASTM C734
Tack-free	Less than 30 minutes	ASTM C679
Cured	4-5 days (dependent on temperature, humidity and bead size)	ASTM C679
Adhesion-in-peel Passing Substrates	See "ADHERES TO" section on front page	ASTM C794

#### SPECIFICATIONS:

- ASTM C834-00
- ASTM G53 QUV Accelerated Weathering: 4,000 hours
- ASTM D638 Max 250%
- ASTM C920 (Class 12.5)

The data reported here are believed to be reliable.  
No warranty is made concerning the accuracy of or the results obtained from their use.  
Kynar® is a registered trademark of their respective owner.

**Keep out of reach of children.**

**Limited Lifetime Warranty:** Sashco warrants this product will substantially meet published specifications on the date of sale. If it fails to do so, return unused portion with original sales receipt for replacement or refund, at Sashco's sole option. These are purchaser's sole and exclusive remedies for any breach of warranty. Purchaser must determine suitability of product for purchaser's specific needs and assumes all risk associated with its use. Sashco will not be liable for direct or indirect damages.

Except as stated above there are no warranties for this product. **The foregoing express warranty is in lieu of all other warranties, express or implied, including without limitation implied warranties of merchantability or fitness for a particular purpose, which warranties are specifically excluded and disclaimed.** This Limited Warranty gives you specific legal rights. You may have other rights which vary from state to state. Some states do not allow exclusion of implied warranties in consumer or other sales, limitations on the duration of implied warranties, or exclusion or limitation of incidental or consequential damages. Thus, the limitations or exclusions contained above may not apply to you depending upon your specific circumstances.

Visit [www.sashco.com](http://www.sashco.com) for information on other Sashco high performance products.



1-800-767-5656 • [www.sashco.com](http://www.sashco.com)  
10300 E. 107th Pl., Brighton, CO 80601  
Made in the USA





Architectural Coatings

Perma-Crete Concrete Block &amp; Masonry Surfacers/Filler

**GENERAL DESCRIPTION**

Perma-Crete Concrete Block & Masonry Surfacers is a premium interior/exterior, light weight, acrylic latex block filler and surfacer for all types of properly prepared concrete and masonry surfaces. This product provides smoothing, filling, and leveling on all types of masonry and concrete surfaces. Perma-Crete Concrete Block & Masonry Surfacers can be topcoated with latex, oil, waterborne epoxy finishes, or solvent borne epoxy finishes that do not contain strong solvents. This Perma-Crete product can be applied to new masonry including concrete and stucco that has cured 7 days with a pH less than 13. Perma-Crete Concrete Block & Masonry Surfacers is ideal for use on a variety of exterior masonry projects including high-rise apartments and condominiums, hospitals, schools, concrete parking garage overheads, hotels, resorts and residential homes.

**RECOMMENDED SUBSTRATES**

Brick	Masonry
Concrete	Stucco
Concrete Block (CMU)	

**CONFORMANCE STANDARDS**

VOC compliant in all regulated areas  
MPI approved in category 4

**TINTING AND BASE INFORMATION**

4-100XI      White

Refer to color formula book, computer color matching system, or automatic tinting equipment for color formulas and tinting instructions.

**PRODUCT DATA**

<b>PRODUCT TYPE:</b>	100% Acrylic
<b>COLOR:</b>	White
<b>SHEEN:</b>	Flat
<b>CLEANUP:</b>	Soap and Water
<b>VOLUME SOLIDS:</b>	55% +/- 2%
<b>WEIGHT SOLIDS:</b>	60% +/- 2%
<b>WEIGHT/GALLON:</b>	9.4 lbs. (4.3 kg) +/- 0.2 lbs. (91 g)
<b>VISCOSITY:</b>	113 to 125 KU
<b>VOC:</b>	<100 g/L (0.8 lbs./gal.)

**COVERAGE:** 80 to 110 sq. ft. (7 to 10 sq. meters) per US gal. (3.78L)

Wet Film Thickness:	15 mils to 20 mils
Wet Microns:	381 to 508
Dry Film Thickness:	8 mils to 11 mils
Dry Microns:	203 to 279

Coverage figures do not include loss due to surface irregularities and porosity or material loss due to application method or mixing.

Note: To achieve wind driven rain resistance and maximum elongation, the product must be applied as a 2 coat system: 4-100XI and 4-22 Series.

**DRYING TIME:** Dry time @ 77°F (25°C); 50% relative humidity.  
To Touch: 2 hours  
To Recoat: 16 hours

Drying times listed may vary depending on temperature, humidity, film build, color, and air movement. For example, product applied at 35°F (2°C) would require a minimum of 24 hours before recoat.

**CLEANUP:** Clean tools and hands immediately with warm soapywater.

**DISPOSAL:** Contact your local environmental regulatory agency for guidance on disposal of unused product. Do not pour down a drain or storm sewer.

**FLASH POINT:** Over 200°F (93°C)**FEATURES AND BENEFITS****Features**

Resists Wind Driven Rain

Low Temperature Cure/Application to 35°F (2°C)

Light Weight

Excellent Filling

Alkali Resistance

Efflorescence Resistance

**Benefits**

Water resistance requires 2 coat system @ standard coverage rate: 4-100XI and 4-22

Extends painting season and application range

Ergonomically friendly

Provides smooth and level surface for subsequent priming &amp; topcoating

Can apply to fresh concrete at 7 days and a pH less than 13

Minimizes white crusty salt deposits

**PERFORMANCE DATA****Property**

Resistance to Wind Driven Rain

**Test Method**

ASTM D6904-03

**Results**

Passes water resistance as a pinhole free 2 coat system @ standard coverage rate: 4-100XI and 4-22

Alkali Resistance

TT-P-1511B

Passes: no efflorescence, blistering, saponification

Adhesion

ASTM D3359

Passes

Read Label and Material Safety Data Sheet Prior to Use. See other cautions on last page.

**GENERAL SURFACE PREPARATION**

Surfaces to be coated must be dry, clean, sound, and free from all contamination including loose and peeling paint, dirt, grease, oil, wax, concrete curing agents and bond breakers, chalk, efflorescence, mildew, rust, product fines, and dust. Remove loose paint, chalk, and efflorescence by wire brushing, scraping, sanding, and/or pressure washing. Putty all nail holes and caulk all cracks and open seams. Sand all glossy, rough, and patched surfaces. Feather back all rough edges to sound surface by sanding. Prime all bare and porous substrates with an appropriate primer.

Clean surfaces per ASTM Standard Practice D4258-83: Standard Practice for Surface Cleaning Concrete for Coating. Vacuum cleaning, water cleaning, detergent water wash, power wash cleaning, steam cleaning, hand tool and mechanical cleaning are acceptable cleaning methods. Remove efflorescence by pressure washing or cleaning with dilute muriatic acid (following manufacturer's instruction) or a solution of 1 part white vinegar to 4 parts water. Rinse thoroughly and allow to dry.

Remove mildew by using PPG MILDEW CHECK® Multi-Purpose Wash, 18-1; or 1 part chlorine bleach to 3 parts water. Before use, be sure to read and follow instructions and warnings on label.

Dry substrate thoroughly to a moisture content under 12%. Clean chalky paint in good condition by sweep blasting, power washing, wire brushing, etc. to remove loose material. After cleaning, powdery or chalky, unpainted recommended substrates may be conditioned with a coat of PERMA-CRETE Exterior Acrylic Clear Masonry Surface Sealer 4-808 or Pigmented Masonry Surface Sealer 4-809.

**WARNING!** If you scrape, sand, or remove old paint, you may release lead dust or fumes. LEAD IS TOXIC. EXPOSURE TO LEAD DUST OR FUMES CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a properly fitted NIOSH-approved respirator and prevent skin contact to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the USEPA National Lead Information Hotline at 1-800-424-LEAD or log on to [www.epa.gov/lead](http://www.epa.gov/lead). In Canada contact a regional Health Canada office. Follow these instructions to control exposure other hazardous substances that may be released during surface preparation.

**BRICK:** New brick and mortar should cure for at least 7 days and preferably 30 days prior to painting. The pH of the substrate must be less than 13. Painting glazed brick is not recommended due to potential adhesion problems.

**CONCRETE and MASONRY:** New concrete should cure for at least 7 days and preferably 30 days prior to painting. The pH of the substrate must be less than 13.

**CONCRETE/MASONRY BLOCK:** Mortar should cure for at least 7 days and preferably 30 days prior to painting. Surfaces previously coated with water thinned cement-based paint must be prepared with extra care. If the material appears to be adhering tightly, a masonry sealer may be applied to seal the surface. Check adhesion by applying a piece of masking tape. If the sealer peels off and has loose particles, remove all chalking or crumbling material, re-seal and re-check adhesion.

**STUCCO:** New stucco should cure for at least 7 days and preferably 30 days prior to painting. The pH of the substrate must be less than 13. Surface chalk from the curing or aging process should be removed then sealed with an appropriate sealer to rebind and restore the surface to a sound condition.

**LIMITATIONS OF USE**

Apply only when air and surface temperatures are above 35°F (2°C) and surface is at least 5°F (3°C) above the dew point. Air and surface temperatures must remain above 35°F (2°C) for the next 24 hours. For optimum application properties, bring material to at least 50°F (10°C) prior to application. Solventborne epoxies require a 48 hour cure of the block filler prior to application of the epoxy. Surface pH limitation is 7-13. Do not use on floors. Do not overbuild product to prevent pinholes. Remove filter before spraying. Always back roll the surface when applied by spray to achieve a pinhole free film.

PROTECT FROM FREEZING.

USE WITH ADEQUATE VENTILATION. KEEP OUT OF REACH OF CHILDREN.

**RECOMMENDED PRIMERS**

Powdery or Chalky Unpainted Concrete/Masonry 4-808, 4-809

**PACKAGING**

5-Gallon (18.9 L)

Architectural Coatings

Perma-Crete Concrete Block &amp; Masonry Surfacer/Filler

**APPLICATION INFORMATION**

Stir thoroughly before use. Read all label and Safety Data Sheet (SDS) information prior to use. SDS are available through our web site or by calling 1-800-441-9695.

**Application Equipment:** Apply with a high quality brush, roller, paintpad or by spray equipment.

**Airless Spray:** Minimum requirements: Pressure 2000-2800 psi, tip 0.027" - 0.031", flow rate 1.5 gal/minute.

Spray equipment must be handled with due care and in accordance with manufacturer's recommendations. High pressure injection of coatings into the skin by airless equipment may cause serious injury.

**Brush:** High Quality Polyester/Nylon Brush

**Roller:** 3/4" - 1" nap synthetic roller cover

**Thinning:** Do not thin for brush or roller application. Thin only if necessary for proper spray application with clean water up to 1 pint (473 mL) per 5 gallon (18.9L) of this product.

**Permissible temperatures during application:**

Material:	35 to 90°F	2 to 32°C
Ambient:	35 to 100°F	2 to 38°C
Substrate:	35 to 100°F	2 to 38°C

**PRECAUTIONS**

**WARNING! HARMFUL IF SWALLOWED. CAUSES RESPIRATORY TRACT AND EYE IRRITATION.** Sanding and grinding dusts may be harmful if inhaled. Do not swallow. Avoid contact with eyes. Avoid breathing vapor or mist. Keep container tightly closed and sealed until ready for use. Wash thoroughly after handling. Provide fresh air ventilation during and after application and drying. Avoid the inhalation of dust, particulates, spray or mist arising from the application of this preparation. Use personal protective equipment as required. **Note: These warnings encompass the product series. Prior to use, read and follow product-specific MSDS and label information.** **FIRST AID:** If swallowed, rinse mouth with water (only if the person is conscious). Call physician immediately. Do not induce vomiting unless directed to do so by medical personnel. If in eyes, rinse with water for 15 minutes. Check for and remove any contact lenses. If on skin, rinse well with water. Wash with soap and water. Get medical attention if irritation develops. If inhaled, remove to fresh air. If experiencing respiratory symptoms call a POISON CENTER or doctor/physician. Keep out of the reach of children. For workplace use, an MSDS is available from your retailer or by calling (412) 492-5555. EMERGENCY SPILL INFORMATION: (412) 434-4515 (U.S.).

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4-100XI 12/2019



Architectural Coatings

PPG Seal Grip Interior/Exterior Acrylic Universal Primer/Sealer

**GENERAL DESCRIPTION**

Our premium interior/exterior acrylic primer is formulated to meet the performance requirements of the residential and commercial segments. *Seal Grip* Universal Primer/Sealer is especially formulated to block most stains -water, smoke, ink, markers, and tannin. *Seal Grip* Universal Primer/Sealer has exceptional adhesion to glossy surfaces. Also recommended as a whole house primer for use on properly prepared interior or exterior wood, masonry, plaster, wall-board, cement, brick, stucco, cement composition board, aluminum and wall coverings.

**RECOMMENDED SUBSTRATES**

Aluminum Siding	Masonry
Brick	MDO Board
Concrete	Plaster
Fiber Cement	Stucco
Fiberglass	Vinyl Siding
Gypsum Wallboard-Drywall	Wood

**CONFORMANCE STANDARDS**

VOC compliant in all regulated areas  
MPI approved in categories #3, #6,#17, #39, and #137

**PRODUCT INFORMATION**

17-921XI	White (Tintable)
17-922XI	Deep Base*

\*Must be tinted before use

Refer to the appropriate color formula book, automatic tinting equipment, and or computer color matching system for color formulas and tinting instructions.

**PACKAGING**

Quart (946 mL)  
1-Gallon (3.78 L)  
5-Gallon (18.9 L)  
Not all products available in all sizes.

**FEATURES / BENEFITS****Features**

Great hide  
Outstanding stain and tannin blocking  
Low VOC, <50 g/L  
Interior/Exterior Universal Formula  
Fast drying  
Excellent adhesion  
Mildew resistant coating

**Benefits**

Saves time and money; Better coverage in less coats  
Great at blocking out most stains - water, smoke, ink, markers, and more  
Nationally VOC compliant  
Use as a whole house primer on multiple substrates  
Topcoat can be applied in as little as one hour  
Adheres to glossy surfaces  
Mildew and fungal growth resistance on the paint film

**PRODUCT DATA**

<b>PRODUCT TYPE:</b>	100% Acrylic Latex
<b>SHEEN:</b>	Low Sheen
<b>VOLUME SOLIDS*:</b>	40% +/- 2%
<b>WEIGHT SOLIDS*:</b>	52% +/- 2%
<b>WEIGHT/GALLON*:</b>	10.5 lbs. (4.8 kg) +/- 0.2 lbs. (91 g)
<b>VOC:</b>	<50 g/L (0.4 lbs./gal.)

\*Product data calculated on product 17-921XI.

**COVERAGE:** Approximately 400 sq. ft. (37 sq. meters) per U.S. Gallon (3.78L) on smooth, nonporous surfaces.

Wet Film Thickness:	4.0 mils
Wet Microns:	102
Dry Film Thickness:	1.6 mils
Dry Microns:	41

Coverage figures do not include loss due to surface irregularities and porosity or material loss due to application method or mixing. Some colors, drastic color changes, or porous substrates may require more than one coat to achieve a uniform finish.

<b>DRYING TIME:</b>	Dry time @ 77°F (25°C); 50% relative humidity.
To Touch:	30 minutes
To Recoat:	1-2 hours
To Full Cure:	30 days

Drying times listed may vary depending on temperature, humidity, film build, color, and air movement. For example, product applied at 35°F (2°C) would require a minimum of 24 hours before recoat. Drying is important to stain-blocking properties. For maximum stain resistance, allow 24 hours before topcoating. If drying conditions are poor (low temperature, high humidity), longer drying times are required to achieve stain blocking.

**CLEANUP:** Clean tools with warm, soapy water.

**DISPOSAL:** Contact your local environmental regulatory agency for guidance on disposal of unused product. Do not pour down a drain or storm sewer.

**FLASH POINT:** Over 200°F (93°C)

Read Label and Safety Data Sheet prior to use. See other cautions on last page.

17-921XI



**GENERAL SURFACE PREPARATION**

Surface must be clean and dry. Remove dirt, mildew, grease and other surface contamination. Remove loose paint, excessive amounts of chalk, and efflorescence by wire brushing, scraping, sanding, and/or pressure washing. Repair all moisture problems. Blistering and peeling issues are commonly caused by moisture behind the paint film. Putty all nail holes, and caulk all cracks and open seams. Sand all rough, and patched surfaces. Sanding is not required if the surface is properly and thoroughly cleaned.

**WARNING!** If you scrape, sand, or remove old paint, you may release lead dust or fumes. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST OR FUMES CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a properly fitted NIOSH-approved respirator and prevent skin contact to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the USEPA National Lead Information Hotline at 1-800-424-LEAD or log on to [www.epa.gov/lead](http://www.epa.gov/lead). In Canada contact a regional Health Canada office. Follow these instructions to control exposure to other hazardous substances that may be released during surface preparation.

**ALUMINUM SIDING and FIBERGLASS:** Aluminum siding and fiberglass may present potential adhesion problems. Prime prior to topcoating. Primer should be spot applied, allowed to cure overnight, then evaluated for adhesion. Check adhesion by applying a piece of masking tape. If adhesion is good, the application may proceed. If the coating peels off when the masking tape is removed, the surface must be scuff sanded prior to proceeding to ensure mechanical adhesion.

**BRICK, CONCRETE, MASONRY and STUCCO:** New concrete and masonry should cure for at least 7 days and preferably 30 days prior to priming and painting. The pH of the substrate must be less than 13 before priming. Painting glazed brick is not recommended due to potential adhesion problems.

**GYPSUM WALLBOARD-DRYWALL:** Nails or screws should be countersunk, and they along with any indentations should be mudded flush with the surface, sanded smooth and cleaned to remove any dust, then prime prior to painting the substrate.

**FIBER CEMENT:** Fiber cement board may present potential adhesion, alkali burn, and efflorescence problems. New board should be aged for at least 7 days and preferably 30 days prior to priming and painting. The pH of the substrate must be less than 13 and the moisture content must be less than 12% prior to priming and topcoating. All cracks and opens seams should be caulked to prevent water penetration. Pre-primed board from the manufacturer may not be uniformly or completely sealed. It is recommended that a primer be applied to ensure complete and uniform sealing prior to topcoating.

**MEDIUM DENSITY OVERLAY (MDO) BOARD:** Countersink all nails or screws and putty flush with the surface. Surface should be sanded smooth and cleaned to remove any dust or contaminates, then primed prior to painting.

**PLASTER:** Plaster, hardcoat, skim coat, or other alkaline surfaces should be allowed to cure for at least 7 days and preferably 30 days prior to priming.

**VINYL SIDING:** Vinyl siding may present potential adhesion problems. Primer should be spot applied, allowed to cure overnight, then evaluated for adhesion. If adhesion is good, the application may proceed. Check adhesion by applying a piece of masking tape. When the masking tape is removed, if the coating peels off, the surface must be scuff sanded prior to proceeding to ensure mechanical adhesion. Color selection for vinyl siding is limited. Do not paint vinyl siding with a topcoat color darker than the original to prevent potential warping due to heat absorption.

**WOOD:** Unpainted wood or wood in poor condition should be sanded smooth and wiped clean. Any knots or resinous areas must be primed before painting. Countersink all nails, putty flush with surface, then prime. Staining or tannin bleeding woods (like cedar or redwood) may require two coats. The first coat must be completely dry before re-coating. For optimum tannin blocking performance, allow the first coat to dry a full 24 hours prior to the application of a second coat.

**RECOMMENDED PRIMERS**

Concrete Block (CMU)

6-15XI

**LIMITATIONS OF USE**

Apply when air and surface temperatures are 35°F (2°C) and surface temperature is at least 5°F (3°C) above the dew point. For optimum application properties, bring material to at least 50°F (10°C) prior to application. Air and surface temperature must remain above 35°F (2°C) for the next 24 hours. Avoid painting late in the day when dew and condensation are likely to form or if rain or snow is expected. Do not apply in direct sunlight.

**LIMITATIONS OF USE (continued)**

Vinyl siding and similar plastic composites should not be painted with a color darker than the original color. Painting vinyl siding or plastic composites with a darker color may cause them to warp. Color selection for use over vinyl siding is limited. For information, call 1-800-441-9695.

While this product provides a mildew resistant coating, growth may still occur if the substrate is not properly prepared prior to painting and/or if the substrate is consistently exposed to conditions conducive to mold, mildew, and algae.

**PROTECT FROM FREEZING.**