

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

REQUEST FOR BIDS

City of Spokane, Washington

BID NUMBER: 4516-19

DESCRIPTION: DUTCH JAKE'S PARK RENOVATION

DUE DATE: MONDAY, APRIL 29, 2019
No later than 1:00 p.m.

DELIVERY BY MAIL:
City of Spokane – Purchasing
6th Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201-3316

HAND DELIVERY:
City of Spokane – “My Spokane” Service Desk
1st Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201-3316

BID SUBMITTED BY:

COMPANY_____

MAILING ADDRESS_____

PHYSICAL ADDRESS_____

PHONE NUMBER_____

E-MAIL ADDRESS_____

THEA PRINCE
Purchasing

CITY OF SPOKANE
REQUEST FOR PUBLIC WORKS BID
USING AIA FORM A201 – 2007
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
REVISED MARCH 18, 2014

INSTRUCTIONS TO BIDDERS

PRE-BID CONFERENCE. A pre-bid conference will be held on Friday, April 12, 2019 at 1:00 pm. The meeting will be held at City Hall Conference Room Lobby- Lilac – 1st Floor City Hall, 808 W. Spokane Falls Blvd. 99201.

1. BID PREPARATION.

A. PREPARATION OF BIDS.

Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by authorized person of the bidder's firm. Errors may be crossed out with corrections printed in ink or typewritten adjacent and initialed in ink by the person signing the bid. If the bid contains any omission, erasures, alterations, additions, or items not called for in the proposal, or contains irregularities of any kind, it may constitute sufficient cause for rejection. Corrections and/or modifications received after bid opening will not be accepted.

B. PREPARATION OF ENVELOPE.

Place the completed bid in a sealed envelope. On the front of the envelope, clearly note if it contains the original or a copy and mark with the following wording:

"SEALED BID - IMPORTANT"
NAME OF PROJECT
OPENING DATE AND TIME
COMPANY NAME

2. SUBMISSION OF BIDS.

Submit one (1) original copy of the bid by 1:00 p.m., MONDAY, APRIL 29, 2019 to:

DELIVERY BY MAIL:

**City of Spokane – Purchasing
6th Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, Washington 99201**

HAND DELIVERY:

**City of Spokane – “My Spokane” Service Desk
1st Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, Washington 99201**

The City of Spokane is not responsible for bids delivered late. It is the responsibility of the Bidder to be sure the bids are sent sufficiently ahead of time to be received no later than 1:00 p.m. on the bid opening date.

Sealed bids will be opened at 1:15 p.m., MONDAY, APRIL 29, 2019 in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

NOTE: Sealed bids will not be accepted by fax or email.

3. BIDDERS' REPRESENTATION.

Each bidder by making its bid represents that it has read and understands the bidding documents. Each bidder by making its bid represents that it has visited the site and

familiarized itself with the local conditions under which the work is to be performed.

4. **SUBSTITUTIONS.**

- A. Each bidder represents that its bid is based upon the materials and equipment described in the bidding documents.
- B. No substitution will be considered unless written request has been submitted to the City department representative for approval at least five (5) days prior to the date for receipt of bids. Each request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, manufacturer, warranty, availability of qualified and trained installers, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.
- C. If the City department representative approves any proposed substitution, the approval will be set forth in an addendum.

5. **INTERPRETATION.**

If a bidder discovers any errors, discrepancies or omissions in the bid specifications, or has any questions about the specifications, it shall notify the City department representative in writing. Any addenda issued by the City will be incorporated into the contract.

6. **WITHDRAWAL OF BIDS.**

The bidder may make written request to the City for withdrawal of a sealed bid prior to the scheduled opening. Unless otherwise specified, no bid may be withdrawn for a minimum of sixty (60) calendar days after the opening date.

7. **BIDDER PREQUALIFICATION.**

Prior to the award of contract, the apparent successful bidder shall be required to submit evidence of sufficient facilities, equipment, roofing manufacturer certified or trained worker with project experience and financial ability to insure completion of the work, and ability to provide a full service roof warranty, unless waived by the City.

8. **BID SECURITY.**

The bid shall be accompanied by cash, a bid bond, certified or cashier's check payable to the order of the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. As soon as the bid prices have been compared, the City will release the bid security of all except the three (3) lowest responsible bidders. When the construction agreement is signed and returned with executed payment and performance bonds, the other bid security will be released.

9. **AWARD OF CONTRACT.**

Award of contract, when made by the City, will be to the lowest responsive responsible bidder. Unsuccessful bidders will not automatically be notified of results.

10. **RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS.**

- A. In accordance with RCW 39.04.380 effective *March 30, 2012* the City of Spokane is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be

applied to the bid of that nonresident contractor. A nonresident contractor from a state that provides a percentage bid preference means a contractor that: a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and b) at the time of bidding on a public works project, does not have a physical office located in Washington.

- B. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed. All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.
- C. This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

11. **BIDDER RESPONSIBILITY CRITERIA (MANDATORY).**

Before award, the bidder must meet the following mandatory bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

- A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
- B. Have a current Washington Unified Business Identifier (UBI) number;
- C. If applicable:
 - 1) Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in title 51 RCW;
 - 2) Have a Washington Employment Security Department number, as required in title 50 RCW;
 - 3) Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- E. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW [39.04.320](#), not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter [49.04](#) RCW for the one-year period immediately preceding the date of the bid solicitation; and

12. **BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL).**

A bidder will be deemed not responsible if:

- A. the bidder does not meet the mandatory bidder responsibility criteria in SMC 7.06.500 and RCW 39.04.350(1), as amended; or

- B. the bidder does not meet the supplemental bidder responsibility criteria as shown in these bid specifications. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria.

If a potential bidder believes that the supplemental bidder responsibility criteria will exclude it from bidding, it may request the City to consider modifying the criteria. Any request shall be submitted to the Purchasing Section of the Accounting Department no later than five (5) days before the bid opening. The City shall evaluate any such request, and if a decision is made by the City to modify the criteria, the modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents. Likewise, in the event the City decides not to modify the criteria, it will endeavor to notify the requesting bidder of its decision.

As evidence that the Bidder meets the supplemental bidder responsibility criteria, the apparent lowest Bidder shall submit to the City within twenty four (24) hours of the notification time the completed supplementary bidder responsibility form with any required documentation. The City reserves the right to request this documentation from other bidders as well, and to request further documentation as needed to assess the bidder's responsibility.

The basis for evaluation of bidder compliance with the supplemental criteria shall be any documents or facts obtained by the City (whether from the bidder or third parties) which any reasonable owner would rely on for determining compliance. Determinations of responsibility or non-responsibility of a bidder due to the supplemental criteria shall be based on a review of all the supplemental criteria factors as a whole with no single item being determinative.

If the City determines the low bidder does not meet either the mandatory bidder criteria or the supplemental bidder criteria and is therefore not a responsible bidder, the Contracting Agency shall notify the bidder in writing with reasons for the determination. If the bidder disagrees with this determination, it will have a minimum of three (3) business days from receiving the determination to submit additional written information to the City. The City will consider any timely submitted additional information received from the bidder before issuing its subsequent determination. If the bidder disagrees with the City's subsequent determination it may appeal the determination to the Mayor or designee in writing within two (2) business days of receiving the City's determination. If the final appeal affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until at least two (2) business days after the bidder determined to be not responsible has received the final determination.

13. REJECTION OF BIDS.

The City reserves the right to reject any or all bids, to waive minor deviations from the specifications, to waive minor informalities in bidding, whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.

14. CONTRACTOR REGISTRATION.

The City is prohibited from executing a contract with a contractor who is not registered or licensed as required by state law.

15. EXECUTION OF CONTRACT.

Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and payment/performance bonds and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.

16. **PUBLIC WORKS REQUIREMENTS.**

The scope of work for this project constitutes a public work under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, payment/performance bonds and sales tax implications in making their bids.

17. **CONTROLLING ORDER OF DOCUMENTS.** If there are conflicts in the specifications and the terms of this Request for Bids, the controlling order of documents is listed below:

1. Call for Bids, 'Instructions to bidders' & 'Scope of Work' Sections.
2. Attachment 1 – Project Drawings dated 2019.03.20
3. Attachment 2 – Project Specifications
4. Call for Bids – AIA Document A201 "General Conditions of the Contract for Construction".

18. **FEDERAL FUNDING:** This project is funded by federal Community Development monies. Contractors are warned to take into consideration applicable federal requirements, including federal and state prevailing wages, in making their Bid and performing the work. Refer to pages 29 & 30.

19. **FEDERAL & STATE PREVAILING WAGE REQUIREMENTS:** The scope of work for this project is governed under Washington State prevailing wage rules under RCW 39.12 and Federal Davis-Bacon rules as defined in the attachments.

20. **PROJECT CONTACT.**

The City of Spokane's project contact is:

Name: Nick Hamad, PLA
Department: Parks & Recreation
Phone: 509.363.5452
Email: nhamad@spokanecity.org

SCOPE OF WORK

1. PERFORMANCE.

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as in the below scope of work, attachments, and reference specifications.

2. ATTACHMENTS.

The following documents are located at

<https://ftp.spokanecity.org/?ShareToken=03ED7E02F72D04492AD29C07BD61D9705E6DF>
F94 (Password: jake) and are included herein by reference:

- **Bid Plans**
- **Bid Specifications**
- **Playground Equipment Cutsheets**

and

- **Bacon Davis Prevailing Wage Schedule (attached as part of this document)**

3. SCOPE OF WORK.

- BASE BID
 - Demolish existing improvements & construct one new playground and owner furnished play equipment, asphalt sport court, fencing, concrete walkways, site lighting, landscaping and irrigation system.
- ALTERNATE 1 – CHESTNUT SIDEWALK IMPROVEMENTS
 - Saw cut and remove northern portion of existing sidewalk & curb wall along Chestnut Street. Install new separated walkway, irrigation and landscape improvements.
 - See plans and specs for details.
- ALTERNATE 2 – UNDERGROUND OVERHEAD POWER & UTILITIES
 - Relocate overhead power bisecting park underground from the west side of the park within the existing alleyway to the existing utility pole in the alleyway on the east side of Chestnut.
 - See plans and specs for details.
- ALTERNATE 3 – SPORT COURT SURFACING
 - Install sport court surfacing and striping atop asphalt sport court.
 - See plans and specs for details.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: #4516-19 DUTCH JAKE'S PARK RENOVATION

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

Base Bid: \$ _____

Sales Tax (8.9%) \$ _____

Total (Base Bid+ tax) \$ _____

Alternate 1 Bid: \$ _____
(Chestnut Walkway)

Alternate 2 Bid: \$ _____
(Underground power)

Alternate 3 Bid: \$ _____
(Sport court surface)

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) _____ and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and specified work shall be substantially complete by **August 16, 2019**.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of FIVE HUNDRED DOLLARS **(\$500.00)** per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. _____
(must be in effect at time of bid submittal)

U.B.I. Number _____

Washington Employment Security Department Number _____

Washington Excise Tax Registration Number _____

City of Spokane Business License Number _____

(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Name of Bidder: _____

Signature of Bidder's Authorized Representative

Title

Address

Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

SUBCONTRACTOR LIST

PROJECT NAME: DUTCH JAKE'S PARK RENOVATION

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST *(use additional pages if necessary):*

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS

The City of Spokane has established laudatory goals for the procurement of supplies, materials and services, or for subcontracting work for this project from Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) as follows:

**EITHER MBE OR WBE OR A COMBINATION OF BOTH IN THE AMOUNT OF
THREE PERCENT (3%) OF THE TOTAL PROJECT BID AMOUNT**

The current list of the Washington State Office of Minority and Women's Business Enterprises shall be used for all public works construction projects administered by the City.

**ACHIEVEMENT OF THE ABOVE GOALS IS ENCOURAGED. WHETHER OR NOT THE
BIDDER ATTAINS THE ABOVE SPECIFIED GOALS WILL NOT BE USED TO DETERMINE
THE RESPONSIVENESS OF THE BIDDER'S BID PROPOSAL.**

The bidder shall take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned businesses:

- (1) including qualified minority and women's businesses on solicitation lists;
- (2) insuring that minority and women's businesses are solicited whenever they are potential sources;
- (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;
- (4) establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;
- (5) using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprise as appropriate.

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated *(use additional sheets if necessary)*:

NAME OF MBE/WBE*	IDENTIFICATION & VALUE OF SUBCONTRACTS / SUPPLIES
------------------	--

WA. STATE CERTIFICATION NO.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

MINORITY BUSINESS SUBCONTRACTING GOAL	\$ _____	MBE TOTAL	\$ _____
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WOMEN'S BUSINESS SUBCONTRACTING GOAL	\$ _____	WBE TOTAL	\$ _____
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COMBINATION GOAL:	\$ _____	MBE/WBE TOTAL	\$ _____
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*Designate MBE or WBE

Mr./ Mrs./ Ms. _____ has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.

BID DEPOSIT

Herewith find the bid deposit in the form of cash, cashier's check or certified check in the amount of \$_____, which is equal to or more than five percent (5%) of the total bid.

Signature_____

Deposit returned on _____ by _____
(Date) (Name)

BID BOND

We, _____ as Principal,
and _____ as Surety,
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the

DUTCH JAKE'S PARK RENOVATION

according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on _____

AS PRINCIPAL

By: _____

Title: _____

A valid POWER OF
ATTORNEY must
accompany this bond.

AS SURETY

By: _____
Attorney in Fact

AIA DOCUMENT A201
“GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION”

By reference, the printed document “General Conditions of the Contract for Construction, AIA Document A201, 2007 edition, is hereby included and shall be part of the Contract Documents. Copies of AIA Document A201 are available for review at the offices of the Owner. Copies may also be purchased from the American Institute of Architects or its local distributor.

SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 Change the last sentence in paragraph 1.1.1 to read:

The Contract Documents include Request for Bids, Instructions to Bidders, Bid Proposal Forms, Bid Bond, Performance Bond, Payment Bond and Contractor's Bid.

1.1.1 Add the following to paragraph 1.1.1:

It shall be the responsibility of the Contractor and each subcontractor to appraise themselves of all conditions, limitations and requirements of these documents which are considered a part of each section of each division of this specification as if printed therein.

1.1.1.2 Add a subparagraph 1.1.1.2 to read:

Should conflict occur in or between drawings and specifications, Contractor is deemed to have estimated the more expensive way of doing work unless he asked for and obtained written decision by addenda as to which method or materials will be required.

1.1.1.3 Add a subparagraph 1.1.1.3 to read:

Where the word "similar" occurs on drawings, it shall be used in its general sense and not as meaning identical, and all details shall be worked out in relationship to their location and their connection to other parts of the work.

1.1.1.4 Add a subparagraph 1.1.1.4 to read:

Where used in conjunction with the Architect's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the Architect's responsibilities and duties as specified in the Conditions of the Contract. In no case will "approval" by the Architect be interpreted as an assurance to the Contractor that the requirements of the contract documents have been fulfilled.

1.1.5 Add the following to paragraph 1.1.5

Where on any drawings a portion of work is drawn out and remainder is indicated in outline, the drawn out parts shall apply also to other like portions of the work. Where detail is indicated by starting only, such details shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work unless otherwise indicated.

Drawings are in general diagrammatic and do not necessarily show complete details of the work, or materials, and do not necessarily show the construction sequence that may affect the Contractor means and methods. The Contractor shall coordinate to sequence the parts to a completed whole.

1.1.6 Add the following to paragraph 1.1.6:

These specifications are of the abbreviated or "streamlined" type and frequently include incomplete sentences. The word "product" includes materials, systems and equipment. The word "selected" means "selected by the Architect". The word "coordinate" means "satisfactorily combine the work of all trades for a complete and operating installation." Words such as "shall", "the Contractor shall", "shall be", and similar mandatory phrases shall be supplied by inference in the same manner as they are in a note on the drawings. The Contractor shall provide all items, articles, materials, and operations listed, including all labor, materials, equipment and incidentals required for their completion.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 Add a subparagraph 1.2.1 to read:

Conflicts in the documents shall be brought to the Architect's attention. In the event of conflicts or discrepancies among the contract documents, interpretations will be made by the Architect in accordance with this principle of complementary relationship among documents, with reference to the following priorities if necessary to reach a conclusion:

- a. Modifications.
- b. Agreement.
- c. National, State and Local Codes and Ordinances.
- d. Supplementary Conditions.
- e. General Conditions of the Contract for Construction.
- f. Project Manual and any Addenda. Addenda of later date take precedence over those of earlier date.
- g. Drawings. Drawings of larger scale and greater detail take precedence over drawings of smaller scale and less detail.

1.2.2 Add the following to Paragraph 1.2.2:

Such organization shall not operate to make the Architect an arbiter to establish subcontract limits between Contractor and Subcontractor.

1.2.4 Add a subparagraph 1.2.4 to read:

Conditions of the Contract shall be read by all prime contractors and by each subcontractor or sub-subcontractor and shall be considered a part of each section of the Technical Specifications. Provisions of Contract Documents are binding on the contractors, subcontractor and sub-subcontractors for all work shown or indicated on the original Contract Documents plus any additional work authorized by change order, interpretation or field orders.

1.2.5 Add a subparagraph 1.2.5 to read:

The Contractor shall notify the Architect of any condition he finds where, in his judgment, it will be desirable to modify the requirements to produce the best results. If the Contractor fails to make such request, it is deemed to have accepted the specified and/or detailed method of installation as being adequate to produce first class, satisfactory work. Should conflict occur in or between drawings and specifications, the Contractor is deemed to have estimated on the more expensive way of doing the work unless it shall have asked for, and obtained a written decision seven (7) calendar days before submission of proposal as to which method or materials will be required. Manufacturer's equipment specifications are based on models and/or construction and installation methods prevailing at the date of invitation and/or advertisement to submit to manufacturer's model and/or construction changes and other variations from the items specified shall be furnished and installed at no additional cost to Owner.

1.2.6 Add a subparagraph 1.2.6 to read:

Requests by the Contractor for written interpretations and/or detail drawings shall be made to the Architect in a timely manner such as will allow ample time for their preparation and delivery without causing delays in the work. Failure of the Contractor to request needed clarifications and/or its proceeding with affected work prior to receiving same shall indicate its acceptance of any and all costs and/or delays required on account of necessary corrections.

ARTICLE 2 - OWNER

2.1 GENERAL

2.1.1 Add a new sentence to read:

The Owner is the City of Spokane, Washington.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.5 Delete subparagraph 2.2.5 and replace with:

The Contractor will be furnished free of charge three (3) copies of drawings and project manuals. Unless otherwise agreed, additional sets will be furnished at the cost of reproduction, postage and handling.

ARTICLE 3 - CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Add the following to subparagraph 3.2.1:

If the Contractor observes any errors, discrepancies or omissions in the Contract Documents, it shall promptly notify the Architect, requesting clarification. If the Contractor proceeds with Work affected by such errors, discrepancies or omissions without receiving such clarification, it does so at its own risk. Any adjustments involving such circumstances made by the Contractor, prior to approval by the Architect, shall be at the Contractor's risk and the settlement of any complications or disputes arising therefrom shall be at the Contractor's sole expense.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.4 Add a subparagraph 3.3.4 to read:

The Contractor shall be solely responsible for any claims for wages or compensations by the Contractor's employee, agents, representatives, including subcontractors.

3.3.5 Add a subparagraph 3.3.5 to read:

All grades, levels, bench marks, locations and corners shall be correctly verified by the Contractor.

3.3.6 Add a subparagraph 3.3.6 to read:

In accordance with RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW [39.04.350](#)(1) and possesses an electrical contractor license, if required by chapter [19.28](#) RCW, or an elevator contractor license, if required by chapter [70.87](#) RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

3.4 LABOR AND MATERIALS

3.4.1 Add the following to subparagraph 3.4.1:

The Contractor shall be solely responsible for all materials and equipment until the completed project is delivered and accepted by the Owner. The Contractor shall, at its own expense, secure and maintain a storage area for his materials and equipment."

3.4.2 Add the following to subparagraph 3.4.2:

After the Contract has been executed the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the following conditions set forth in the General Requirements (Division 1 of the Specifications).

- a. Required product cannot be supplied in time for compliance with Contract time requirements.
- b. Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted, or insured, or has other recognized disability as certified by Contractor.
- c. Substantial advantage is offered Owner after deducting offsetting disadvantages including delays, additional compensation to Architect for redesign, investigation, evaluation, and other necessary services, and similar considerations.

By making requests for substitutions based on the above paragraph, the Contractor:

- a. represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- b. represents that it will provide the same warranty for the substitutions as it would have for the product specified;
- c. certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- d. will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

3.5 WARRANTY

3.5 Revise the third sentence to read:

Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

Revise the last sentence to read;

The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.1 Add a subparagraph 3.5.1 to read:

The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition and repair all damage caused by the condition or defects at its sole expense. This guarantee does not apply to Work which has been abused or neglected by the Owner. This guarantee shall be separate from and in addition to any more extensive warranty requirements specified for certain elements and products used in the Work.

3.6 TAXES:

3.6.1 Add a subparagraph 3.6.1 to read:

The Washington Department of Revenue has issued special rules designed to assist the Contractor in accurately reporting to the Department of Revenue the Contractor's tax liability. Although the Owner may furnish information in the specification regarding the application of state taxes to a particular contract or bid item, it shall be the Contractor's responsibility as to the correct interpretation of the laws and regulations relating to such taxes. Adjustments will not be made in the amount to be paid by the Owner under the contract because of any misunderstanding by the Contractor as to the Contractor's liability for, or the amount of, any taxes. If the Contractor is in doubt as to the tax procedures in any particular case, the Contractor shall consult with the Washington State Department of Revenue.

3.6.2 Add a subparagraph 3.6.2 to read:

The contract sum and any agreed variations thereof shall include all taxes imposed by law, and properly chargeable to the project except Sales Tax. Sales Tax applicable to the contract sum will be collected from the Owner and shall be paid to the State Department of Revenue by the Contractor in conformance with the law. State of Washington Sales Tax shall not be included in the bid price, except that the retail sales tax upon sales and rentals to prime contractors and subcontractors of tools, machinery and equipment, and consumable supplies, such as hand and machine tools, cranes, air compressors, bulldozers, lubricating oil, sandpaper and form lumber which are primarily for use by the Contractor rather than for resale as a component part of the finished structure, shall be included in the bid price. (WAC-458-20-170).

3.7 PERMITS, FEES AND NOTICES

3.7.1 Add the following to subparagraph 3.7.1:

Below is a list of permits that may be required on typical projects, and where they may be obtained. The list is included for the Contractor's benefit and is not considered exhaustive:

Building Permit, Building Services	625-6300
Electrical Permit, Building Services	625-6300
City Business License, Taxes and Licenses	625-6070
Hydrant Permit, Hydrant Foreman	625-7800
Hydrant Permit, Engineering Services	625-6300
Obstruction Permit, Engineering Services	625-6300
Sewer Permit, Engineering Services	625-6300
Water Service Application, Engineering Services	625-6300

3.7.6 Add a subparagraph 3.7.6 to read:

The Contractor and every subcontractor (and suppliers when legally required) shall obtain a City business license prior to beginning their work.

3.7.7 Add a subparagraph 3.7.7 to read:

The Contractor shall pay for the use of municipal or private property for storage of

materials, parking, temporary obstructions, enclosures, opening and patching of streets, etc., off of the property arising from construction and completion of work. The Contractor shall furnish to the Owner and the Architect no later than the preconstruction conference the permit numbers for mechanical, electrical, plumbing and any other required permits that must be obtained through governing agencies.

3.9 SUPERINTENDENT

3.9.1 Delete subparagraph 3.9.1 and replace with:

The Contractor shall employ a competent superintendent and necessary assistant who shall be in attendance at the Project site during the progress of the Work. The superintendent shall be satisfactory to the Owner and the Architect and shall not be changed except with the consent of the Owner and the Architect, which shall not be unreasonably withheld, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor and all communication given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

3.9.4 Add a subparagraph 3.9.4 to read:

Contractor shall be responsible to fully inform its superintendent of all project progress, problems, decisions, changes, and deficiencies as they happen.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 Add a subparagraph 3.11.1 to read:

Record drawings shall be kept clean, and notations shall be made using clear, concise drafting techniques acceptable to the Architect.

The Contractor shall also maintain at the site for availability of the Owner and/or Architect one copy of all inspection reports and other written communications from the Architect and/or subcontractors, other prime contractors, materials suppliers, etc.

3.18 INDEMNIFICATION

3.18.2 Add the following to subparagraph 3.18.2:

The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1 Add the following to subparagraph 4.2.1:

If the Owner has not designated an Architect to provide Contract Administration, the word "Architect" shall be read as the Owner's

ARTICLE 5 - SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Delete subparagraph 5.2.1 and replace with:

The Bidder shall at time of bid opening submit the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performances of the work. The Bidder shall not list more than one subcontractor for each category of work identified, unless the subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate. As circumstances change during the Work, the Contractor shall submit the names of all person or entities (including those who are to furnish materials or equipment fabricated to a special design).

Not later than seven (7) days after the date of Notice to Proceed, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as manufacturers for each of the products identified in the General Requirements (Division 1 of the Specifications) and, where applicable, the name of the installing subcontractor.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 Add a subparagraph 5.3.1 to read:

It is the responsibility of any subcontractor whose work must be applied or installed on or within work of other trades to examine conditions affecting its work. The subcontractor should notify the Contractor, in writing, with copy to the Architect, of any unsuitable or improperly prepared surfaces or conditions. Commencing work or absence of notification in writing constitutes acceptance of surfaces or conditions by a subcontractor, and it will be its responsibility to correct any defect in its work appearing thereafter.

ARTICLE 7 - CHANGES IN THE WORK

7.1 GENERAL

7.1.4 Add a new subparagraph 7.1.4 to read:

The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

- a. For Contractor, for any work actually performed by Contractor's own forces, fifteen percent (15%) of the direct cost of material and labor up to \$50,000 or ten percent (10%) of direct costs of changes exceeding \$50,000.
- b. For Contractor, for any work performed by its subcontractor(s), eight percent (8%) of the amount due each subcontractor up to \$50,000 or six percent (6%) of the costs due each subcontractor for costs exceeding \$50,000.
- c. For each subcontractor (including lower tier subcontractors), for any work actually performed by its own forces, fifteen percent (15%) of the direct cost of materials and labor up to \$50,000 or ten percent (10%) of direct costs of changes exceeding \$50,000.

- d. For each subcontractor, for any work performed by its subcontractor(s) of any lower tier, eight percent (8%) of the amount due the sub-subcontractor up to \$50,000, or six percent (6%) of the costs due each subcontractor for costs exceeding \$50,000.

7.2 CHANGE ORDERS

7.2.2 Add a subparagraph 7.2.2 to read:

Any Change Order prepared, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including, but not limited to, all direct, indirect, and consequential costs associated with the change and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in the Application for Payment as if such work were originally part of the Project and Contract Documents.

7.2.3 Add a subparagraph 7.2.3 to read:

Contractor shall promptly respond to Change Order request for proposal within fifteen (15) days or such longer period as may be mutually acceptable for complex changes.

7.2.4 Add a subparagraph 7.2.4 to read:

The Contractor shall provide a cost breakdown for all adjustments in the contract sum, i.e. Change Orders, Proposals, and Construction Change Directives.

7.3 CONSTRUCTION CHANGE AUTHORIZATION

7.3.6 Revise the last sentence in subparagraph 7.3.6 to read:

Such agreement shall be effective immediately and shall be incorporated into a future Change Order.

7.3.11 Add a subparagraph 7.3.11 to read:

Overhead is defined as costs for all noncraft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, small tools, safety, insurance and any other cost incidental to the change in the Work.

ARTICLE 8 - TIME

8.3 DELAYS AND EXTENSIONS OF TIME:

8.3.1 Delete paragraph 8.3.1 and replace with:

If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties or other causes beyond the contractor's control, or by delay authorized by the Owner pending mediation and arbitration or by other causes which may justify delay as determined both by the Architect and Owner, then the Contract Time shall be extended by Change Order for such reasonable time.

8.3.4 Add a subparagraph 8.3.4 to read:

The Contract time shall be adjusted only for changes in the work pursuant to Article 7, and excusable delay pursuant to this Paragraph 8.3 as determined by the Architect. In the event the Contractor requests an extension of the contract time, it shall furnish the justification and supporting evidence as the Architect may deem necessary for a determination as to whether the Contractor is entitled to an extension of time under this Contract. After receipt of such documentation, the Architect shall make its findings of fact and so advise the Contractor in writing. The determination shall be based upon the approved Contractor's schedule current at the time of the delay.

8.4 Add a new section to read:

8.4 LIQUIDATED DAMAGES

8.4.1 Time is of the essence of the contract. Delays inconvenience the traveling public, obstructing traffic, interfere with daily commerce, and increase risk to the traveling public. Delays also cost taxpayers undue sums of money, adding time needed for administration, engineering, inspections and supervision.

8.4.2 Because the Owner finds it impractical and extremely difficult to calculate the actual damages which will be suffered by the Owner as a result of the Contractor's failure to complete the work on time, the Owner has adopted liquidated damages for this Work as set forth in the bid proposal.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1 Delete paragraph 9.1 and replace with:

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contract Sum and adjustment thereof shall include all taxes imposed by law except the Washington State Sales Tax, which will be paid by the Owner to Contractor, who shall pay tax to the State of Washington in accordance with the law.

9.3 APPLICATIONS FOR PAYMENT

9.3.4 Add a subparagraph 9.3.4 to read:

The Owner will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. Five percent (5%) will be held as retainage pursuant to chapter 60.28 RCW.

9.4 CERTIFICATES FOR PAYMENT

9.4.2 Add the following to subparagraph 9.4.2:

Payment will not constitute a waiver of any claims by the Owner that the Work fails to comply with the Contract Documents.

9.6 PROGRESS PAYMENTS

9.6.8 Add a subparagraph 9.6.8 to read:

Pursuant to chapter 60.28 RCW there will be reserved and retained from monies earned by the Contractor on estimates during the progress of the Work a sum not to exceed five percent (5%) of the monies earned by the Contractor. The retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to Title 82, RCW which may be due from such Contractor, and (2) of any person or persons, mechanic, subcontractor or material supplier who shall perform any labor upon the contract or the doing of the work, and all persons who shall supply such person or persons or subcontractor with provisions or supplies for carrying on the work. Release of retainage will be made a minimum of forty five (45) days following final acceptance of the work provided the following conditions are met:

- a. The City has received from the Contractor and each subcontractor a copy of a "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries.
- b. On contracts greater than \$35,000, the City has received a release of liability from the State Department of Employment Security.
- c. On contracts greater than \$35,000, the City has received a release of liability from the State Department of Labor and Industries.
- d. On contracts greater than \$35,000, the City has received a release from the State Department of Revenue.
- e. No claims, as provided by law, have been filed against the retainage.

In the event a claim is filed, the Contractor shall be paid a portion of the retainage which is less an amount sufficient to pay the claim and potential legal costs.

9.6.9 Add a subparagraph 9.6.9 to read:

Before payment is made, the Owner shall require the Contractor and each subcontractor to submit a Statement of Intent to Pay Prevailing Wages to the Owner's Accounting Department which has been approved by the State Department of Labor and Industries before submittal. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim (invoice) submitted by a Contractor for payment on a project estimate shall have a certification which states that the prevailing wages have been paid in accordance with the prefilled Statement(s) of Intent to Pay Prevailing Wages. Below is an example of the certification which is to appear on each voucher claim (invoice) submitted by the Contractor for payment.

CERTIFICATE

I certify that wages have been paid in accordance with the Statement (s) of Intent to Pay Prevailing Wages previously certified and filed pursuant to this contract.

By: _____ Date: _____

The fee for the approval of Statements of Intent to Pay Prevailing Wages and Affidavits of Wages is forty dollars (\$40.00) for each form. The Contractor is responsible for payment of these fees and shall make all application directly to the Department of Labor and Industries.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Add a subparagraph 10.1.1 to read:

If the Work involves trench excavation which will exceed a depth of four feet, the Contractor shall provide adequate safety systems for the trench excavation that meet the requirements of the Washington industrial safety and health act (chapter 49.17 RCW).

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.4 Add the following to subparagraph 10.2.4:

The Contractor shall give the Owner reasonable advance notice of the use or storage.

ARTICLE 11 – INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1 Delete paragraph 11.1 and replace with:

During the term of the contract, the Contractor shall maintain in force at its own expense, the below insurance:

- a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the Amount of one million (\$1,000,000);
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than one million (\$1,000,000) each occurrence for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers, and employees and the Architect are additional insureds but only with respect to the Contractor's services to be provided under the contract;
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additionally insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

11.3 PROPERTY INSURANCE

11.3.1 Revise "Owner" to "Contractor" in subparagraph 11.3.1.

11.3.1.2 Delete subparagraph 11.3.1.2.

11.3.1.3 Revise "Owner" to "Contractor" in subparagraph 11.3.1.3.

11.4 PERFORMANCE AND PAYMENT BOND

11.4 Delete entirely and revise to read:

The Contractor shall furnish at its sole cost, a performance bond and a payment bond to the Owner on the form to be provided by the Owner, each equal to one hundred percent (100%) of the contract price. The bonds are to insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the project. The bonds are to be executed by a surety company authorized to do business as a surety in Washington State, and shall remain in effect for one (1) year following the Owner's final acceptance of the Work. Unless approved by the Owner, the surety's name shall appear on the United States Treasury Department's list of authorized sureties - Circular 570 as amended.

On contracts of \$150,000 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08.010.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.5.1 Add the following to subparagraph 13.5.1:

The Owner shall employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform services which are the Owner's responsibility as defined by the International Building Code and the "Special Inspection Manual" for the International Building Code.

13.8 Add a paragraph 13.8 to read:

NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

13.9 Add a paragraph 13.9 to read:

ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this agreement shall have or acquire

any interest in the agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this agreement.

13.10 Add a paragraph 13.10 to read:

APPRENTICES. For all public works estimated to cost six hundred thousand dollars (\$600,000.00) or more, the Contractor is required to have no less than fifteen percent (15%) of the labor hours performed by apprentices.

13.11 Add a paragraph 13.11 to read:

WORKERS' HOURS. Notwithstanding the provisions of RCW 49.28.010 through 49.28.060, a contractor or subcontractor in any public works contract subject to those provisions may enter into an agreement with his or her employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employee work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28.020 shall not apply to the hours, up to forty hours per week, worked pursuant to agreements entered into under this section.

13.12 Add a paragraph 13.9 to read:

PREVAILING WAGES – FEDERAL COMMUNITY DEVELOPMENT ASSISTED CONSTRUCTION.

- A. Minimum wages paid by the Contractor will be determined by the federal Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event the Washington State minimum prevailing wage rate exceeds the Department of Labor rate for a specific classification or trade, the conflict will be resolved by applying the higher rate.
- B. As the successful Bidder and its subcontractors will be held responsible for paying the prevailing wages, it is imperative that all contractors familiarize themselves with the current wage rates before submitting bids based on these specifications.
- C. Questions about current federal prevailing wage data may be directed to the City CDBG Program Specialist at (509) 625-6346. Questions about state prevailing wage data may be directed to either the City CDBG Program Specialist at (509) 625-6346 or the Washington State Department of Labor and Industries at (360) 902-5335.
- D. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid prevailing journeyman wages. A copy of apprentice certification must be submitted with certified payroll for each apprentice worker.

13.13 Add a paragraph 13.13 to read:

FEDERAL LABOR STANDARDS. The Contractor shall comply with the attached U.S. Department of Housing and Urban Development's Federal Labor Standards

(HUD Form 4010).

- 13.14 Add a paragraph 13.14 to read:

DEBARMENT. The Contractor shall be in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

- 13.15 Add a paragraph 13.15 to read:

BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

- 13.16 Add a paragraph 13.16 to read:

CONFLICT OF INTEREST. Pursuant to 24 CFR 57-.611, the Contractor certifies that no person (1) who is an employee, agent, consultant, officer or elected or appointed official of the Contractor, or any designated public agencies, or any subrecipient which is receiving HUD funds and (2) who exercises or has exercised any functions or responsibilities with respect to HUD assisted activities or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one (1) year thereafter.

ARTICLE 15 - CLAIMS AND DISPUTES

15.1 CLAIMS

- 15.1.5.2 Add the following to subparagraph 15.1.5.2:

Source of the weather data to be used in documenting weather delays will be the National Oceanic and Atmospheric Administration (NOAA).

15.2 INITIAL DECISION

- 15.2.8 Delete subparagraph 15.2.8.

15.4 ARBITRATION

- 15.4.4 Delete Subparagraph 15.4.4.

END OF SUPPLEMENTARY GENERAL CONDITIONS

WASHINGTON STATE DEPARTMENT OF LABOR & INDUSTRIES PREVAILING WAGE SCHEDULE

The State of Washington Department of Labor and Industries issues revised wage schedules twice per year (every 6 months) which become effective approximately the first of March and the last of August. The wage schedule that will apply to this bid will be the schedule in effect at the time and date of the actual bid selection.

Bidders can obtain a copy of the applicable Prevailing Wage rate Schedule directly from the Department of Labor & Industries at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>.

EFFECTIVE DATE:

The prevailing wage rates, in a particular county, are determined by the **bid due date** for a public works/community development project and these rates apply to that project until it is completed, unless the **contract award date** is six months or more after the bid due date. In this case the award date would determine the rates to be paid. All sub-contractors use this same bid due date and award date.

APPLICABLE COUNTY:

1. Spokane County

Bidders can obtain a copy of the applicable federal General Wage Decision directly from the Wage Determinations OnLine.gov website (a collaborative effort of the Office of Management and Budget, Department of Labor, Department of Defense, General Services Administration, Department of Energy, and Department of Commerce).

CERTIFIED PAYROLL AND PREVAILING WAGE FORMS:

Each and every individual contractor and subcontractor must individually file a **Statement of Intent to Pay Prevailing Wages** (Intent) form prior to the start of Work, and an **Affidavit of Wages Paid** (Affidavit) form upon Work completion. Forms are available at <http://www.lni.wa.gov/TradesLicensing/PrevWage/IntentAffidavits/GettingStarted>.

Certified payroll forms should be submitted weekly to the Agency from the start of Work until Work completion. "No Work" weeks following the start of Work should also be submitted on certified payroll. Certified payroll forms, as attached, are available from the Department of Labor & Industries at <http://www.lni.wa.gov/FormPub/Detail.asp?DocID=1923>.

FEDERAL WAGE DETERMINATION

Bidders can obtain a copy of the applicable federal General Wage Decision directly from the Wage Determinations OnLine.gov website (a collaborative effort of the Office of Management and Budget, Department of Labor, Department of Defense, General Services Administration, Department of Energy, and Department of Commerce) listed below:

<http://www.wdol.gov/dba.aspx>

[EFFECTIVE GENERAL WAGE DECISION IS ATTACHED]

City of Spokane, Washington

Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low Bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.

Project Name: **DUTCH JAKE'S PARK RENOVATION**

Project #: **BID #4516-19**

Part A: General Company Information

Company Name:

Address:

Contact Name and Title:

Contact Phone:

Contact E-mail:

Years in business as a Prime Contractor:

Years in business as a sub-contractor:

Years in business under present Name:

List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years:

Explain reason for name change(s) in the past five (5) years:

Part B: Work Experience

If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project.

Minimum number of completed construction projects required for BID \$4516-19 is:

- **A minimum of two (2) projects in the last five (5) years consisting of projects similar in scope.**

Part C: Performance Evaluation

Under past or present names does the Bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?

☐ Yes ☐ No

If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.

Part D: Record of Debarment / Disqualification

Has the Bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?

<p>If “Yes”, attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.</p>
<p>Part E: Safety</p>
<p>In the last five (5) years, has the Bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?</p>
<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>If “Yes,” attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.</p>
<p>Part F: Environmental</p>
<p>In the last five (5) years, has the Bidder received serious citations from government environmental enforcement agencies on projects for which the Bidder was the contractor?</p>
<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>If “Yes,” attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.</p>
<p>Part G. Utilization Requirements</p>
<p>In the last five (5) years, has it been determined by a government agency that the Bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?</p>
<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>If “Yes”, attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.</p>
<p> </p>
<p>Part H: Discrimination</p>
<p>Has the Bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?</p>
<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>If “Yes”, attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.</p>
<p>Part I. Prevailing Wage</p>
<p>In the last five (5) years, has the Bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?</p>
<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>If “Yes,” attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.</p>

Part J: Public Bidding Crime (Criminal Convictions)
Has the Bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?
<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)
Part K. Claims Against Retainage and Bonds
Does the Bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the Bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part L. Termination for Cause
Has the Bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
Part M: Litigation
Has the Bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the Bidder for failure to meet terms on contracts in the previous five (5) years?
<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the Bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part N: Delinquent State Taxes
Does the Bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?
<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the Bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

Part O: Subcontractor Responsibility

Does the Bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the Bidder have an established procedure which it uses to validate the responsibility of each of its subcontractors? Does the subcontract form require that each of the Bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?

☐ Yes ☐ No

If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.

Signature

The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.

Signature of Authorized Representative**Date****Printed Name of Authorized Representative****Title**

Instructions for the Supplemental Bidder Responsibility Form

After bid opening and prior to award, the apparent low Bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty-four (24) hours of notification.

The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a Bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the Bidder. The City will assess the information provided and other information gathered in determining whether a Bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the Bidder.

For criteria with check boxes, the Bidder will check either "Yes" or "No. " For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.

Form Submittal:

Submit this form to Purchasing Section of the City of Spokane Accounting Department by one of the following methods within twenty four (24) hours after the time of notification (unless the specifications provide a different time or date)

Email	purchasinghelp@spokanecity.org
With the Email Subject line:	Supplemental Bidder Form for Bid #4516-19 Dutch Jake's Park Renovation
With the title:	Supplemental Bidder Form for Bid #4516-19 Dutch Jake's Park Renovation
Mail or Hand Deliver to Street Address:	Purchasing Office 808 West Spokane Falls Boulevard, 6th Floor, Spokane, WA 99201 Attention: Thea Prince / Connie Wahl Supplemental Bidder Form for Bid #4516-19 Dutch Jake's Park Renovation

Questions: Please call (509) 625-6400

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. **Minimum number of completed construction projects required for Bid #4516-19 is:**

- **A minimum of two projects in the last five (5) years consisting of projects similar in scope.**

You may include any additional work experience you deem relevant in determining Bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name		Bidders Contact Name & Phone Number	
Project Name		Project Contract Number	
Project Owner		Project Location	
Project Owner Contact Name & Title		Owner's Telephone Number	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications			

General Decision Number: WA190076 01/18/2019 WA76

Superseded General Decision Number: WA20180101

State: Washington

Construction Type: Heavy
including water and sewer line construction

County: Spokane County in Washington.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/18/2019

BRWA0001-002 06/01/2017

	Rates	Fringes
BRICKLAYER.....	\$ 39.46	16.15

CARP0004-003 06/01/2018

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 33.40	16.40
PILEDRIVERMAN.....	\$ 34.52	16.40

ZONE PAY:

ZONE 1 0-45 MILES FREE

ZONE 2	46-65 MILES	\$2.00/PER HOUR
ZONE 3	66-100 MILES	\$3.00/PER HOUR
ZONE 4	OVER 100 MILES	\$4.50/PER HOUR

DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N. Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (302 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task, where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D+ \$.25 per hour - This is the lowest level of proection. No respirator is used and skin proection is minimal.

LEVEL C+ \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B+ \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A+ \$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

* ELEC0073-003 01/01/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 34.30	18.88

ENGI0370-025 06/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 27.51	15.95
GROUP 2.....	\$ 27.83	15.95

GROUP 3.....	\$ 28.44	15.95
GROUP 4.....	\$ 28.60	15.95
GROUP 5.....	\$ 28.76	15.95
GROUP 6.....	\$ 29.04	15.95
GROUP 7.....	\$ 29.31	15.95
GROUP 8.....	\$ 30.41	15.95

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington;
Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco,
Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Drill Assistant; Rollers, all types on subgrade,
including seal and chip coating

GROUP 2: Fork Lift; Broom/Sweeper

GROUP 3: Boring Machine

GROUP 4: Oiler; Drill (churn, core, calyx or diamond);

GROUP 5: Trackhoe/Excavator (under 3/4 yd.); Drilling
equipment (8 unch bit and over) (robbins, reverse
circulation and similar); Piledriver; Cranes (25 tons &
under); Boom Truck (Under 25 tons); Backhoe (under 45,000
gw)

GROUP 6: Trackhoe/Excavator (3/4 yd. to 3 yd.), Paver;
Scraper; Screed; Cranes (over 25 tons, to and including 45
tons); Backhoe (45,000 gw and over to 110,000 gw);
Mechanic, Asphalt Roller

GROUP 7: Trackhoe/Excavator (3 yds & over); Cranes (over 45
tons to but not including 85 tons); Grader/Blade; Backhoe
(over 110,000 gw)

GROUP 8: Cranes (85 tons and over, and all climbing,
overhead, rail and tower)

BOOM PAY: (All Cranes, Including Tower)

180 ft to 250 ft \$.50 over scale

Over 250 ft \$.80 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they
shall be measured from the base of the Tower to the point
of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air
shall receive \$1.00 an hour above classification.

IRON0014-012 07/01/2018

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing and Structural).....	\$ 33.18	27.82

LABO0238-014 06/01/2018

	Rates	Fringes
LABORER: Mason Tender - Brick....	\$ 27.75	12.25

LABO0238-026 06/01/2018

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 24.74	12.45
GROUP 2.....	\$ 26.84	12.45
GROUP 3.....	\$ 27.11	12.45
GROUP 4.....	\$ 27.38	12.45
GROUP 5.....	\$ 26.43	11.40

Zone Differential (Add to Zone 1 rates): Zone 2 - \$2.00

BASE POINTS: Spokane

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office

LABORERS CLASSIFICATIONS

GROUP 1: Flagger

GROUP 2: Form-Stripping

GROUP 3: Mason Tender-Cement/Concrete

GROUP 4: Grade Checker; High Scaler; Asphalt Raker

GROUP 5: Driller

PAIN0005-003 07/01/2018

	Rates	Fringes
PAINTER (Brush, Roller, and Spray.).....	\$ 22.94	11.61

PLAS0072-008 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 29.07	14.13

Zone Differential (Add to Zone 1 rates): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston, Wenatchee

Zone 1: 0 - 45 radius miles from the main post office

Zone 2: 45 radius miles from the main post office

PLUM0044-001 06/01/2017

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 40.41	17.74

TEAM0690-007 06/01/2017

	Rates	Fringes
Truck drivers: (ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW)		
ZONE 1: SPOKANE ZONE CENTER		
GROUP 3.....	\$ 24.59	17.30
GROUP 4.....	\$ 24.92	17.30
GROUP 5.....	\$ 25.03	17.30
GROUP 6.....	\$ 25.20	17.30
GROUP 7.....	\$ 25.73	17.30
GROUP 8.....	\$ 26.09	17.30

Zone Differential (Add to Zone 1 rate: Zone 1 + \$2.00)

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office

Zone 2: Outside a 45 mile radius from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 3: Trucks, side, end, bottom and articulated end dump
(3 yards to and including 6 yds.)

GROUP 4: Trucks, side, end, bottom and articulated end dump
(over 6 yds. to & including 12 yds.)

GROUP 5: Trucks, side, end, bottom and articulated end dump
(over 12 yds. to & including 20 yds.); Semi-Trailer Truck

GROUP 6: Trucks, side, end, bottom and articulated end dump
(over 20 yds. to & including 40 yds.)

GROUP 7: Truck, side, end, bottom and articulated end dump
(over 40 yds. to & including 100 yds.)

GROUP 8: Trucks, side, end, bottom and articulated end dump
(over 100 yds.)

FOOTNOTE A - Anyone working on a HAZMAT job, where HAZMAT
certification is required, shall be compensated as a
premium, in addition to the classification working in as
follows:

LEVEL C-D: - \$.50 PER HOUR - This level may use an air
purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR - Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

SUWA2009-067 08/07/2009

	Rates	Fringes
CARPENTER, Excludes Form Work.....	\$ 22.51	6.00
LABORER: Common or General.....	\$ 19.33	4.63
LABORER: Landscape & Irrigation.....	\$ 12.27	2.73
LABORER: Pipelayer.....	\$ 20.04	4.78
OPERATOR: Asphalt Plant.....	\$ 34.14	0.68
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 10.63	0.00
OPERATOR: Bulldozer.....	\$ 25.78	0.00
OPERATOR: Loader.....	\$ 22.83	5.71
OPERATOR: Power Shovel.....	\$ 25.12	7.83
TRUCK DRIVER: Flatbed Truck.....	\$ 22.74	6.29
TRUCK DRIVER: Lowboy Truck.....	\$ 22.89	5.72
TRUCK DRIVER: Water Truck.....	\$ 22.67	5.66

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION