



**INVITATION TO BID**

**2020-115**

**KITSAP COUNTY PUBLIC WORKS WASTEWATER DIVISION**

**CENTRAL KITSAP TREATMENT PLANT MODULAR BUILDING ADDITIONS**

<b>BID SUBMISSION DATE &amp; TIME</b>	<b>Tuesday, April 21, 2020 @ 3:00 PM</b> <b>Mailing Address</b> <b>Purchasing Office</b> <b>614 Division Street, MS-7</b> <b>Port Orchard, Washington 98366</b>
<b>BID OPENING TIME &amp; LOCATION</b>	<b>Tuesday, April 21, 2020 @ 3:15 PM</b> <b>Physical Address</b> <b>Port Madison Conference Room, 4<sup>th</sup> Floor Room #416</b> <b>Kitsap County Administration Building</b> <b>619 Division Street</b> <b>Port Orchard, Washington 98366</b>
<b>MANDATORY PRE-BID MEETING</b>	<b>Tuesday, April 7, 2020 @ 1:00 PM</b> <b>Kitsap County</b> <b>Central Kitsap Wastewater Treatment Plant</b> <b>12351 Brownsville Highway</b> <b>Poulsbo, Washington 98370</b>
<b>ENGINEERS ESTIMATE:</b>	<b>\$925,000</b>

The Kitsap County Board of Commissioners will receive sealed bids for the construction of the **Central Kitsap Treatment Plant Modular Building Additions** until the time and date indicated above. Bids will be received, publicly opened and read aloud at the locations described above. Instructions for the delivery of bids are contained in the Special Provisions for the Project. Prospective Bidders are hereby notified that they are solely responsible for ensuring timely delivery of their bid to the Kitsap County Purchasing Office on or before the bid submission date and time indicated above.

Three (3) copies of the bid must be submitted. The bid number, the date and time of the response deadline, and the name and address of the respondent shall be clearly shown on the outside of the envelope. Bids received after the specified date and time will automatically be rejected and will not receive any further consideration. Postmarked, faxed or e-mailed bids will not be accepted

The principal items or elements of construction include:

*Demolition*

- Relocate one existing modular building. Demolish and dispose of two existing modular building.

*Site Development*

- Grading of the site in preparation for the new buildings.
- Install wet and dry utilities.

*Modular Buildings*

- Three modular buildings manufactured, delivered and installed on the newly graded site.
- Connect the buildings to the required new dry and wet site utilities

A mandatory pre-bid meeting will be held at the location described above. After the meeting, a tour of the site will be conducted. This will be the only tour of the site and facilities.

Bid documents may be found on the Kitsap County Web site.

<https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>. All questions regarding the bid process, contract terms and conditions, or how to obtain copies of the bid documents shall be directed to Vicki Martin at 360-337-4788, or email [vmartin@co.kitsap.wa.us](mailto:vmartin@co.kitsap.wa.us)

Kitsap County reserves the right to reject any all bids and to waive informalities or irregularities. Bids received after the time set for submission of bids will not be considered.

Each bid proposal shall be completely sealed in a separate envelope, properly addressed as stated above, with the name and address of the bidder and the name of the project plainly written on the outside of the envelope. All bids shall be accompanied by:

- County Bid Proposal – as published in Invitation to Bid
- Signed acknowledgment of receipt of all addenda
- Surety company Bid Bond on an approved form, certified check, or cashier's check payable to Kitsap county in an amount not less than five percent (5%) of the basic Bid
- Subcontractor's List
- Bidder Information
- Bidder Responsibility Checklist;
- Subcontractor Responsibility Checklist;
- Non-Collusion Affidavit

Should the successful bidder fail to enter into such contract in accordance with the Bid and furnish all documents and bonds required within the time frames stated in the specifications, the bid proposal deposit or bond shall be forfeited to Kitsap County.

**Bids are likely to be rejected if the lowest, responsible, responsive Bid received exceeds the Engineer's estimate by an unreasonable amount.**

Bidders are encouraged to review and understand the conditions, requirements and Contractor responsibilities of the project's "Permits and Licenses" section outlined in Special Provisions Section 1-07.6(1).

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## BID PROCEDURES AND CONDITIONS

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## BID PROPOSAL

TO: Kitsap County Board of Commissioners  
614 Division Street  
Port Orchard, WA 98366

Board of Commissioners:

The undersigned bidder agrees, if this bid is accepted, to enter into a contract with the Contracting Agency, in the form included in the specifications to perform and furnish the work as specified or indicated in the bidding documents for the bid price and within the bid times indicated in this bid and in accordance with the other terms and conditions of the contract documents.

In submitting this bid, bidder represents, as more fully set forth in the contract, that:

1. This bid will remain subject to acceptance for 60 days after the day of bid opening. The Contracting Agency retains the right to request the apparent low bidder extend the award period or adjust their price accordingly. If an adjustment is requested, the Contracting Agency reserves the right to request the same adjustment from other bidders.
2. The Contracting Agency has the right to reject this bid.
3. Bidder will sign and submit the contract with the bonds and other documents required by the bidding requirements within 10 days after the date of Contracting Agency's Notice of Award.
4. Bidder has examined copies of all the bidding documents.
5. Bidder has made sufficient examination and has investigated and is satisfied as to the conditions to be encountered, the character, quantity, quality and scope of work, the quantities and qualities of materials to be supplied and equipment and labor to be used, and the requirements of the contract and proposal submitted, including all addenda for performance of the work.
6. Bidder has visited the jobsite and is completely familiar with the existing conditions, concurrently scheduled construction, access, staging and site limitations, and has made allowances for those conditions in their bid.
7. Bidder is familiar with all federal, state, and local laws, ordinances and regulations, which in any manner might affect those engaged or employed in the work, the materials, equipment, or procedures used in the work, or which in any other way, might affect the conduct of the work. The Bidder is assumed to be familiar with such laws and regulations, and no plea of misunderstanding or ignorance of the law will be considered.
8. Bidder has correlated the information known to bidder, information and observations obtained from visits to the site, reports and drawings identified in the bidding documents and additional examinations, investigations, explorations, tests, studies, and data with the bidding documents.
9. Bidder agrees that the work will be completed within the time period established in the Contract Document (see Section 1-08.5) from the date of Notice to Proceed.
10. The bidder has determined from careful examination the methods; materials, labor and equipment required to perform the work in full and shall reflect the same in his bid price. If, during the performance of the work, methods, materials, labor or equipment required are beyond those anticipated by the bidder, the Bidder will not be entitled to additional compensation except as may be provided for elsewhere in these specifications

It is anticipated that this project will be funded in part by the Washington State Department of Ecology. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

**Bidder has received the following addenda, receipt of which is hereby acknowledged:**

DATE	NUMBER
_____	_____
_____	_____
_____	_____
_____	_____

**SUMMARY OF BID DOCUMENTATION:**

It is mandatory that each bidder complete and submit with its bid, documentation required by the contract documents, including, but not limited to the following:

- 1. Bid Proposal
- 2. Bid Guarantee Bond
- 3. Subcontractor's List
- 4. Bidder Information
  - a. Bidder Responsibility Checklist
  - b. Subcontractor Responsibility Checklist
- 5. Non-collusion Affidavit Certificate

**BASIC BID:**

Pursuant to and in compliance with the advertisement for bids and other documents relating thereto, the undersigned Bidder hereby certifies having carefully examined contract documents entitled **Central Kitsap Treatment Plant Modular Building Additions** as well as conditions affecting the work, and is familiar with the sites; and having made the necessary examinations, here proposes to furnish all labor, materials, equipment, and services necessary to complete the work in strict accordance with the above named documents for an amount computed upon the basis of the quantity of work actually performed at the Bid prices set forth herein.





**BID SCHEDULE**

**CKTP Modular Building Additions**

Item No.	Ref. Section	Est. Quantity	Unit Price (in words)	Unit Price (in Numbers)	Extended Amount (Qty x Unit Price) (in numbers)
1.	Preconstruction Work Phase	1-04	1 LS		
2.	Type B Schedules	1-08	8 MO	<u>Five Hundred Dollars and No Cents</u>	<u>\$500.00</u>
3.	Minor Change (Allowance)	1-09	1 FA	<u>Fifty-five Thousand Dollars and No Cents</u>	<u>\$55,000.00</u>
4.	Mobilization and Demobilization	1-09	1 LS		
5.	Demolition and Disposal	1-09	1 LS		
6.	Fabricated Structure Manufacturing and Delivery		1 LS		
7.	Site Development		1 LS		
8.	Over excavation (UP-1)	Div. 1	100 CY		
9.	Imported Structural Fill (UP-2)	Div. 1	100 CY		
<b>Subtotal</b>				<b>\$</b>	
<b>Sales Tax @ 9%</b>				<b>\$</b>	
<b>Total</b>				<b>\$</b>	



**SALES TAX:**

All work identified in the bid schedule is subject to collection of Washington State sales tax on the Contract Price. Bidders should contact the Washington State Department of Revenue for further clarification of sales tax rules. If the project extends through a sales tax increase, the Contractor will be allowed a commensurate increase in the sales tax and adjustment in the contract amount. However, the Contracting Agency will not adjust payment if the Bidder bases a Bid on a misunderstood tax liability.

**AWARD OF SCHEDULES:**

The Proposal contains multiple schedules to assist the County in tracking the costs associated with separate components of the overall project. The intent of the County is to award a Contract for all schedules to the lowest responsive and responsible bidder provided the Bid has been submitted in accordance with the requirements of these specifications. However, the County reserves the right to award any of the schedules singularly or in combination thereof. Failure to complete all schedules in their entirety will result in the bid being non-responsive. The sum of all schedules will be used to determine the lowest responsible bidder.

**OPENING OF BIDS:**

Bids received prior to the time of opening will be kept unopened and secured until the time of the bid opening as specified in the Advertisement for Bids. No bid received thereafter will be considered. No responsibility will attach, and bidders waive any and all complaints against the County for premature opening of an improperly addressed or identified bid.

At the time and place fixed for the opening of bids, every bid received within appropriate time will be opened and publicly read aloud.

The Contracting Agency reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Advertisement for Bid. Postponement notices shall be mailed to bidders in the form of addenda.

The Contracting Agency may reject all bids if they exceed budgeted cost or the Contracting Agency may negotiate bid pricing with the apparent low responsive bidder including changes in the contract plans and specifications, to bring the bid within budgeted cost.

**CONTRACT AND BOND:**

If notified of the acceptance of this bid within sixty (60) days of the time set for opening of bids, the undersigned agrees to execute a contract for the above work, for a compensation computed from the above-stated sums, on the Contract Form bound with the specifications and to furnish a bond as required by the specifications on the form bound therein.

**BID GUARANTEE:**

It is agreed that if the undersigned fails to execute said Contract and furnish said Bond within ten (10) days after written notice of award of Contract, then the Bid Guarantee shall be retained by the County as liquidated damages. If this bid is not accepted within sixty (60) days after the time set for the opening of bids, or if the undersigned delivers said Contract and Bond in a timely manner, then the check or cash shall be returned, or the Bid Bond shall become void.

SIGNATURE

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

**END OF BID PROPOSAL**

**BID GUARANTY BOND  
KC CONTRACT #2020-XXX**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_,  
hereinafter called the Principal, and \_\_\_\_\_, hereinafter called the  
Surety, are jointly and severally held and firmly bound unto the Kitsap County Department of Public  
Works, hereinafter called the Obligee, each in the penal sum of five percent (5%) of the total amount of  
the Bid of the Principal for the work, this sum not to exceed \_\_\_\_\_ dollars  
(\$\_\_\_\_\_) of lawful money of the United States for the payment thereof unto the Obligee,  
the Principal, and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of Obligee's contract for  
construction of: **Central Kitsap Treatment Plant Modular Building Additions**

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the contract,  
and if the Principal, within the time specified in the bid for such contract, enters into, executes, and  
delivers to the Obligee an agreement in the form provided herein complete with evidences of insurance,  
and if the Principal within the time specified in the bid gives the Performance and Payment Bond on the  
form provided herein to the Obligee, then this obligation shall be void; otherwise, the Principal and Surety  
will pay unto the Obligee the difference in the money between the total amount of the Bid of the Principal  
and the amount for which the Obligee legally contracts with another party to fulfill the Contract if the latter  
amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum  
hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as  
Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall  
operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure  
to the benefit of the Principal, the Surety, and the Obligee and their respective heirs, executors,  
administrators, successors, and assigns.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

*Contractor's Corporate Seal*

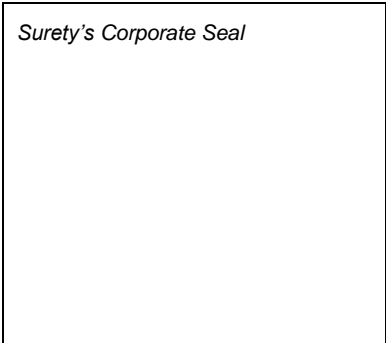


\_\_\_\_\_  
Principal

\_\_\_\_\_  
Signature for Principal

\_\_\_\_\_  
Title of Signatory

*Surety's Corporate Seal*



\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature for Surety

\_\_\_\_\_  
Title of Signatory

**END OF BID GUARANTEE BOND**

**SUBCONTRACTORS LIST**

Each Bidder is advised of the requirements of Washington Law, RCW 39.30.060. Pursuant to Title 39 of the Revised Code of Washington, each bidder is required to submit as part of the bid, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning; plumbing as described in RCW 18.106 and electrical as described in RCW 19.28 or to name itself for the work. The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate. Failure of the bidder to submit the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the bidder's bid non-responsive and, therefore, void.

**List subcontractors appropriately**

**HEATING, VENTILATION AND AIR CONDITIONING**

Subcontractor Name: \_\_\_\_\_

**PLUMBING**

Subcontractor Name: \_\_\_\_\_

**ELECTRICAL**

Subcontractor Name: \_\_\_\_\_

**OTHER SUBCONTRACTORS** (whose work is equal to or greater than 10% of the bid)  
(Note: This is required by this contract and not RCW 39.30.060)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]**

**END OF SUBCONTRACTORS LIST**





## BIDDER INFORMATION

Contracting Firm Name:
Number of Years Contractor has been in the construction business under its present firm name:
Present gross dollar amount of work under contract:
Present gross dollar amount remaining to be completed of work under contract:
General type of work performed by firm:

List the five major pieces of equipment to be used on this project:	Owned	Leased	Rented
1.			
2.			
3.			
4.			
5.			

List the name of the Project Manager and Superintendent responsible for this project	# of Years with Firm
Name of Project Manager:	
Name of Superintendent:	

Bank Reference:
Have you changed bonding companies within the last three years?
If so, why? (Optional)

Have you ever been sued by the client or have you ever sued the client on any public works contract for a special purpose district, municipality, county, or state government? \_\_\_\_\_

For what reason? \_\_\_\_\_

Disposition of case, if settled: \_\_\_\_\_

Do you have any outstanding payments due to the Department of Revenue? \_\_\_\_\_

If yes, describe the plan to address those payments \_\_\_\_\_

Bidder agrees that the County shall retain the right to obtain any and all credit reports?

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

In the last 5 years, has the Bidder had a three-year average Experience Modification Rate (EMR) no greater than 1.1 (Include EMR documentation)?

(\_\_\_\_\_) \_\_\_\_\_  
Yes/No      Signature

Does the Bidder have sufficient bonding capacity?

(\_\_\_\_\_) \_\_\_\_\_  
Yes/No      Signature

The Bidder shall include with their Bid a notarized statement from an admitted and Washington State approved surety insurer, which states that Bidder's current bonding capacity is sufficient for this project.

In the last five (5) years, has the Bidder had their Contractor's license revoked?

(\_\_\_\_\_) \_\_\_\_\_  
Yes/No      Signature

In the last five (5) years, has the Bidder been "defaulted" or "terminated" by an owner (other than for convenience of the owner)?

(\_\_\_\_\_) \_\_\_\_\_  
Yes/No      Signature



**BIDDER RESPONSIBILITY CHECKLIST**

The following checklist will be used to document that the Bidder meets the bidder responsibility criteria. Please print a copy of documentation from the appropriate website to be included with the submittal.

<b>General Information</b>	
Project Name: Central Kitsap Treatment Plant Modular Building Additions	Project Number: KC Contract #2020-XXX
Bidder's Business Name:	Bid Submittal Deadline:
<b>Contractor Registration</b>	
License Number:	Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
<b>Contractor Infraction List</b>	
Is Bidder on Infraction List? Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Current UBI Number</b>	
UBI Number:	Account Status: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Industrial Insurance Coverage</b>	
Account Number:	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Employment Security Department Number</b>	
Employment Security Department Number:	
Provide a copy of latest correspondence containing bidder's account number with Employment Security Department. Do not provide document containing personal information such as social security numbers.	
<b>State Excise Tax Registration Number</b>	
Tax Registration Number:	Account Status: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Not Disqualified from Bidding</b>	
Has the Bidder been listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries in the last two (2) years? Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Bankruptcy</b>	
Has the Bidder declared Bankruptcy in the last five (5) years? Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Information Supplied by:</b>	
Print Name of Bidder Representative:	Date:

**[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]**

**SUBCONTRACTOR RESPONSIBILITY CHECKLIST**

The following checklist will be used to document that the Bidder meets the mandatory bidder responsibility criteria. Please print a copy of documentation from the appropriate website to be included with the submittal.

<b>General Information</b>	
Project Name: Central Kitsap Treatment Plant Modular Building Additions	Project Number: KC Contract #2020-XXX
Subcontractor's Business Name:	Subcontract Execution Date:
<b>Contractor Registration</b>	
License Number:	Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Subcontract Bid Submittal Deadline):	Expiration Date:
<b>Contractor Infraction List</b>	
Is Subcontractor on Infraction List? Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Current UBI Number</b>	
UBI Number:	Account Status: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Industrial Insurance Coverage</b>	
Account Number:	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Employment Security Department Number</b>	
Employment Security Department Number:	
Please provide a copy of latest correspondence containing subcontractor's account number with Employment Security Department. Do not provide document containing personal information such as social security numbers.	
<b>State Excise Tax Registration Number</b>	
Tax Registration Number:	Account Status: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Not Disqualified from Bidding</b>	
Is the Subcontractor listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Contractor Licenses</b>	
<u>Electrical</u> : If required by Chapter 19.28 RCW, does the Subcontractor have an Electrical Contractor's License? Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Elevator</u> : If required by Chapter 70.87 RCW, does the Subcontractor have an Elevator Contractor's License? Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Checked by:</b>	
Name of Employee:	Date:

**[THIS FORM SHALL BE COMPLETED IN FULL FOR EACH SUBCONTRACTOR AND SUBMITTED WITHIN ONE HOUR AFTER THE PUBLISHED BID SUBMITTAL TIME]**



**NON-COLLUSION AFFIDAVIT**

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of this proposal to Kitsap County for its consideration in the award of the contract.

\_\_\_\_\_  
Legal Name of Bidder

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

Sole Proprietorship \_\_\_\_\_  
Partnership \_\_\_\_\_  
Corporation \_\_\_\_\_  
Other \_\_\_\_\_

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
State of Washington Contractor's Number

STATE OF WASHINGTON ) SS.  
COUNTY OF KITSAP

On this day personally appeared before me \_\_\_\_\_ to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public in and for the State of Washington, residing at

My Commission Expires: \_\_\_\_\_

**[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]**

**END OF NON-COLLUSION AFFIDAVIT**





## BIDDER'S CHECKLIST

NOTE: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and by the Successful Bidder after notification of award and is not intended to be all-inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Project Manual and proper completion and submission of the Bid.

- 1. Contract Documents thoroughly read and understood. \_\_\_\_\_
- 2. Attend pre-bid conference. \_\_\_\_\_
- 3. All blank spaces in proposal filled in, preferably in black ink. \_\_\_\_\_
- 4. Receipt of all addenda acknowledged. \_\_\_\_\_
- 5. Review of geotechnical information acknowledged. \_\_\_\_\_
- 6. Bid Form and other documents are signed by authorized officer. \_\_\_\_\_
- 7. Prices computed and presented correctly. \_\_\_\_\_
- 8. Subcontractors are named as indicated in the Contract Documents. \_\_\_\_\_
- 9. The following documents, to be submitted with the bid, completed, signed, and dated as applicable. \_\_\_\_\_
  - a. Bid Proposal \_\_\_\_\_
  - b. Bid Guaranty Bond \_\_\_\_\_
  - c. Subcontractors List \_\_\_\_\_
  - d. Bidder Information \_\_\_\_\_
    - i. Bidder Responsibility Checklist \_\_\_\_\_
    - ii. Subcontractor Responsibility Checklist \_\_\_\_\_
  - e. Non-Collusion Affidavit Certificate \_\_\_\_\_
- 10. Bid documents submitted in sealed envelope and properly labeled. \_\_\_\_\_
- 11. The following documents shall be executed and complied with after the contract is awarded: \_\_\_\_\_
  - a. Capital Projects Contract Agreement \_\_\_\_\_
  - b. Performance and Payment Bond \_\_\_\_\_
  - c. Insurance Certificates \_\_\_\_\_

**END OF BIDDER'S CHECKLIST**

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## CONTRACT REQUIREMENTS

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**SAMPLE CAPITAL PROJECTS CONTRACT AGREEMENT  
KC CONTRACT #2020-XXX**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 between KITSAP COUNTY, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter called the Contracting Agency, and \_\_\_\_\_, a general Contractor licensed in the State of Washington, with its principal offices located at \_\_\_\_\_, hereinafter the Contractor.

**WITNESSETH:**

WHEREAS, the Contracting Agency desires to construct the **Central Kitsap Treatment Plant Modular Building Additions** and

WHEREAS, the Contractor has been selected by competitive bid as the responsible bidder with the lowest responsive bid as is required by Chapter 39.04 RCW.

NOW THEREFORE, the Contracting Agency and Contractor mutually agree as follows:

**1. CONTRACT DOCUMENTS**

The Agreement between the parties is expressed in the Contract Documents, which include the Invitation to Bid; the accepted Bid Proposal; the Bid Guaranty Bond; the Subcontractor's List; the Bidder Information; the Non-Collusion Affidavit; the Performance and Payment Bond; the Special Provisions; the Project Drawings; the Standard Specifications and Standard Plans; the Storm Water Pollution Prevention Plan; the Project Permits; and this Agreement.

**2. DESCRIPTION OF THE WORK – SAMPLE**

This contract provides for the construction of a wastewater pump station, gravity sewer and force main construction, individual pump stations construction and associated connections, gravity side sewer laterals, and miscellaneous site restoration in accordance with the Contract Documents entitled "Manchester Yukon Harbor Sewer Extension." Contractor agrees to furnish all material, labor, carriage, tools, equipment, apparatus, facilities and anything else necessary to complete the work in a professional and workmanlike manner.

The Contractor shall complete its Work in a timely manner and in general accordance with the agreed schedule submitted by the Contractor and approved by the Contracting Agency.

**3. CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a representative. Each party may change its representative upon providing written notice to the other party. These representatives will be:

CONTRACTING AGENCY:

Name of Representative:	Floyd Bayless
Title:	Construction Manager
Mailing Address:	614 Division Street MS #27
City, State, and Zip Code:	Port Orchard, WA 98366
Telephone Number:	360-337-5777
Email Address:	<a href="mailto:fbayless@co.kitsap.wa.us">fbayless@co.kitsap.wa.us</a>

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**CONTRACTOR:**

Name of Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

All instructions, modifications, and changes to the Contract shall be conveyed to the Contractor through the Contracting Agency's Representative. Any work executed upon the direction of any person or entity other than the Contracting Agency's Representative may be considered defective and will be performed without reimbursement for said work to the Contractor. The Contracting Agency's Representative shall have the authority to reject any and all nonconforming or defective work under the Project Documents.

**4. CONTRACT AMOUNT**

The Contracting Agency hereby agrees to pay the Contractor according to the Contractor's Bid in the amount of \$ \_\_\_\_\_ (including accepted alternates and Washington State Sales Tax (WSST)), at the time and manner and upon the conditions provided for in this Contract.

**5. CONTRACT TIME**

Time is of the essence in the performance of this Contract. The Contractor agrees to work promptly and fully complete the work within the limits as described in the Contract Documents. Failure to complete the work within the allowed time limit as described in Section 1-08.5 of the Special Provisions will subject the Contractor to the payment of liquidated damages as described in Section 1-08.9 of the Standard Specifications and the Special Provisions.

**6. PREVAILING WAGES**

Contractor shall be responsible for complying with the prevailing wage requirements associated with RCW Chapter 39.12 and WAC 296-127 as further described in Section 1-07.9 of the Standard Specifications and the Special Provisions. Effective January 1, 2020 per RCW 39.12.120 Certified Payroll shall be submitted to the Department of Labor and Industries at least once per month.

**7. PERFORMANCE AND PAYMENT BOND**

Contractor agrees to provide a Performance and payment Bond as described in Section 1-03.4 of the Standard Specifications as amended by the Special Provisions.

**8. HOLD HARMLESS AND INDEMNIFICATION**

The Contractor shall hold harmless, indemnify and defend the Contracting Agency, Engineer, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of the services rendered under this contract by the Contractor, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable. Provided however, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Contracting Agency, its officers, officials, employees or agents. Provided further, that in the event of the concurrent

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negligence of the parties, the Contractor's obligations hereunder shall apply only to the percentage of fault attributable to the Contractor, its employees, agents, or subcontractors.

In any and all claims against the Contracting Agency, Engineer, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing Work hereunder.

The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

#### **9. INSURANCE**

Contractor agrees to comply with the insurance requirements described in Section 1-07.18 of the Special provisions.

#### **10. TERMINATION**

This contract may be terminated by the officials or agents of the County authorized to contract for or supervise the execution of such work in accordance with Section 1-08.10 of the Standard Specifications as amended by the Special Provisions.

#### **11. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance or waiver of any provisions of this Contract does not constitute a waiver of such provisions for future performance or prejudice the right of the waiving party to enforce any of the provisions of this Contract later.

#### **12. INDEPENDENT CONTRACTOR**

The Contractor shall perform this Contract as an Independent Contractor and not as an agent, employee or servant of the Contracting Agency. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. Contractor shall comply with all laws regarding workers' compensation.

The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract. Furthermore, the Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Contracting Agency, unless otherwise directed by the terms of this Contract.

The Contractor agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the Contracting Agency's Representative or designee.

#### **13. NONDISCRIMINATION**

The Contractor, its assignees, delegates, or subcontractors in the performance of this Contract shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88 354 and Americans with Disabilities Act of 1990.

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**14. CHOICE OF LAW, JURISDICTION AND VENUE**

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provisions thereof shall be instituted as provided for in RCW 36.01.050. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Washington, both as to interpretation and performance.

**15. SUCCESSORS AND ASSIGNS**

The Contracting Agency, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other Party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants of this Contract.

**16. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

- a. The CONTRACTOR shall perform the terms of the contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**17. SEVERABILITY**

If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If it should appear that any provision of this Contract is in conflict with any statutory provision of the United States or the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**18. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**19. NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 3. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

**20. THIRD PARTY BENEFICIARY**

All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

**21. MODIFICATION**

All amendments or modifications shall be in writing, signed by both parties, and attached to this Contract.

**22. COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.



**23. COMPLIANCE WITH PUBLIC RECORDS ACT**

Contractor acknowledges that the County is subject to the Public Records Act, chapter 42.56 RCW ("PRA"). All records owned, used, or retained by the County are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the County or Contractor. Contractor shall cooperate with the County so County may comply with all of its obligations under the Act. Contractor shall promptly provide County with all records relating to this Agreement requested by County for purposes of complying with the PRA. In addition to its other indemnification and defense obligations under this Agreement, Contractor shall indemnify and defend the County from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Contractor to comply with this subsection. This subsection shall survive expiration or termination of the Agreement.

This Contract shall take effect this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CONTRACTOR:

BOARD OF COUNTY COMMISSIONERS  
Kitsap County, Washington

Firm \_\_\_\_\_

\_\_\_\_\_  
Charlotte Garrido, Commissioner

By \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
Robert Gelder, Commissioner

Title \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Edward E. Wolfe, Commissioner

Attest:

Contractor Registration No. \_\_\_\_\_

\_\_\_\_\_  
Opal Robertson, Clerk of the Board

Federal Tax ID No. \_\_\_\_\_

**Approved as to form by the Prosecuting Attorney's Office.**

**END OF CAPITAL PROJECTS CONTRACT AGREEMENT**

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