

**INVITATION TO BID**  
**Public Hospital District #2,**  
**Snohomish County Swedish**  
**Kruger Medical Building**

**Roof Replacement Project**

**SMALL WORKS ROSTER**  
**SOLICITATION**

**SECTION 1: Introduction**

This Invitation to Bid (ITB) is being issued in accordance with RCW 70.44.140(2), which permits the use of a Small Works Roster to solicit bids. Only qualified vendors who have filled out an application to be on the Municipal Research Service Center (MRSC) Small Works Roster and have been accepted may submit bids. **If you did not receive this solicitation directly from the Public District No. 2, Snohomish County, Washington, d/b/a Verdant Health Commission (the "District") you may not be eligible to bid.** A Small Works Roster application is available at [www.mrscro](http://www.mrscro.org) HYPERLINK "<http://www.mrscrosters.org/>"s HYPERLINK "<http://www.mrscrosters.org/>"ters.org HYPERLINK "<http://www.mrscrosters.org/>".

Notice is hereby given that written bids for the Roof Replacement Project will be received by Hoban & Associates, LLC, d/b/a Coast Property Management ("Coast"), which is acting as the District's property manager, for the Swedish Kruger Medical Building, which is owned by the District.

**Project Description:** The District seeks a vendor to tear off and replace Roof A and Roof B for the Swedish Kruger Medical Building located at **21600 Hwy 99, Edmonds, WA 98026.**

**Site Visit:** The District will make the roof accessible Tuesday, March 2, 2022, between 7:00 a.m. - 10:00 a.m. for a site visit.

**Schedules:** The services proposed in this ITB must be completed in a timely fashion according to the schedule here. Work must begin within thirty (30) days following the issuance of the written Notice to Proceed. Vendor work shall be performed at agreed dates and times as determined by the District's property manager unless the District authorizes an exception. The District understands that work may be weather dependent, but the work must be completed no later than July 31, 2022, unless an extension is approved by Coast.

**Prevailing Wages:** This project is a Public Work as defined in RCW 39.04.010. The vendor shall comply with all provisions of chapter 39.12 RCW. The link to applicable prevailing wage schedule for journey level is <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The prevailing wage rate for apprentice jobs is <https://fortress.wa.gov/lni/wagelookup/ApprenticeWageLookup.aspx>. The vendor is responsible for filing the appropriate documents with the Department of Labor and Industries. The vendor's cost of filing Prevailing Wage forms with the State Department of Labor and Industries are not reimbursable by the District.

**Insurance:** The awarded vendor shall provide evidence of insurance as described herein. This includes Workers' Compensation, Liability, and Property Damage Insurance. The District and Coast shall be named as an additional insured on each policy.

The District reserves the right to reject any or all bids, waive informalities, and make the award in the best interest of the District. Bid results and questions pertaining to this project can be obtained by reaching Coast, via e-mail at [bnystrom@coastmgt.com](mailto:bnystrom@coastmgt.com)

## SECTION 2: Timelines and Schedules

### Roof Replacement Project

Day/Date	Description
	ITBs are available to Small Works Roster vendors via email notification.
<b>Bid Due Date March 11, 4:00 pm</b>	Submit your bid using the contact information listed in Section 3, Number 2 – Communication Restrictions: email, fax, USPS, courier, or hand-delivered.  <b>Respondents assume the risk of the method of dispatch chosen. The District assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of bids.</b>
	District will announce apparent low bidder by close of business on date shown.
<b>AFTER AWARD:</b>	
Awarded vendor must return signed contracts and insurance documents within ten (10) business days after receipt of materials from the District. Failure to return these documents may result in rejection of award, and the District could proceed to the next low bidder for award.	
The project must be started within sixty (60) days of the issuance of written notice to proceed.	
The project must be completed within the timeframe specified in Section 1 following issuance of notice to proceed.	

## SECTION 3: Instructions to Bidders

- **RESPONSE INSTRUCTION AND SUBMITTAL DEADLINES:** Bids may be submitted by using one of the methods listed in Number 3 – Communication Restrictions.

Submit your bid by the time and date shown in Section 2 of this document. It is the bidder's responsibility to ensure that bids are received by the deadline. Bids received after the deadline will not be considered. Vendors may confirm transmissions are successfully received by contacting Coast noted in Number 2 below, as documents that are not readable will be rejected.

Vendors should allow normal mail delivery time to ensure timely receipt by the District.

Vendors assume the risk for the method of delivery chosen. The District assumes no responsibility for delays caused by delivery.

**This bid is not a formal public bid opening and reading.** Bids are informally read and opened in Coast's office by property management. The District reserves the right, under special circumstances, to hold public bid openings.

- **COMMUNICATION RESTRICTIONS:** All communications regarding this bid must be directed to Coast:

Name: Coast Property Management, Property Manager  
Mailing Address: 2829 Rucker Avenue, Everett, WA 98201  
Physical Address: 2829 Rucker Avenue, Everett, WA 98201  
Phone: 425-405-1890 D 425-238-3663 M  
Fax: XXX-XXX-XXXX  
Email: [bnystrom@coastmgt.com](mailto:bnystrom@coastmgt.com)

Unless authorized by Coast or the chief executive officer of the District, no other District official or employee can speak for the District regarding this bid. The District is not bound by information, clarification, or interpretations from other District officials or employees. Submitters should not contact the District officials or employees, other than Coast. Failure to observe this requirement may be grounds for rejection of the vendor's bid.

- **INTERPRETATION OF BID AND PURCHASE DOCUMENTS:** The District will not provide binding oral interpretations to bidders as to the meaning of bid or contract documents; oral communication is not binding upon the District. Requests for interpretation shall be made to Coast until the time and date shown on Section 2. The District will provide an addendum for any substantial interpretation or change, which will be sent promptly to parties who received the bid. All addenda shall become part of the bid package.
- **ADDENDA:** If the District issues addenda to these instructions, bidders must acknowledge receipt of the addenda on the bid form. It is the bidder's responsibility to ensure that they have received all addenda. If receipt of addenda (if any) is not indicated on the bid form, the District reserves the right to reject the bid.
- **ALL OR NONE BIDS:** "All or none" bids are required. No exceptions or alteration of the bid documents will be accepted. Any acceptable alternates shall be specified and requested by the District.
- **BID SHEET:** All quotations shall be submitted on the bid sheet enclosed herein.
- **BID PRICE:** The bid shall include everything necessary for the execution and completion of the contract including, but not limited to, furnishing all material, labor, equipment and subcontractors, and other facilities and all management, superintendent's labor and service, except as may be

provided otherwise in the contract documents. The District will not be liable for any errors in any vendor's bid. Vendors will not be allowed to alter bids after the deadline for the submission of bids.

The District reserves the right to make corrections or amendments due to errors identified in bids by the District or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their bids.

When, after the opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, it will be required to promptly present certified work sheets. Coast will review the work sheets and if convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the bidder may be relieved of its bid.

After opening and reading bids, the District will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and

the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the District. The District tax rate shall prevail over any calculated tax provided on the bid form. If tax is calculated improperly, the District shall recalculate accordingly.

- **EXAMINATION OF BID AND CONTRACT DOCUMENTS, SITE AND SITE CONDITIONS:** Bid submission constitutes acknowledgement upon which the District may rely, that bidder thoroughly examined and is familiar with the bid, specifications and contract documents, familiar with all worksites, reviewed and inspected all applicable statutes, regulations, and resolutions dealing with or related to the work and services to be provided, and received and considered all addenda. Failure or neglect of bidder to do so shall in no way relieve the bidder from any obligations with respect to the bidder's offer or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, work site(s), specifications, delivery requirements, statutes, regulations, or resolutions. A signed contract furnished to the successful vendor results in a binding contract without further action by either party.
- **NEW OR USED:** All equipment provided shall be of new manufacture, unless otherwise specifically stated or called for in the bid documents.
- **SIGNATURES:** Bids shall be signed by one of the legally authorized officers of said corporation. If awarded the contract, the contract shall also be so executed. If a bid or contract is signed by an agent, the agent shall provide satisfactory evidence of authority to sign as legal representative of bidder, upon request of the District. An authorized partner of a co-partnership may sign the contract, subject to the approval of the attorney, who may at his discretion, require each and every member of the co-partnership to sign the contract.
- **INCURRED COSTS:** The District is not liable in any way for any costs incurred by respondents in replying to this request.
- **WITHDRAWAL OF BID:** Vendors may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to Coast.
- **ALTERATION OF BID:** A bid already submitted to the District may be changed in writing, if the notice of change is received before the bid submittal deadline. Such changes need to be signed by an individual authorized to submit bids on behalf of the firm.
- **ERRORS AND OMISSIONS:** The District will not consider a claim of an error in a bid unless the claim is presented in writing within twenty-four (24) hours after the bids are opened. Additionally,  
  
bidders claiming error must present supporting evidence, including but not limited to cost breakdown sheets, no later than forty-eight (48) hours after the bids are opened.
- **BID OPENINGS:** Bids are not publicly opened. Award information will be made available to all bidders as soon as practical following opening at the time and date specified. Results shall be available by emailing Coast at [bnystrom@coastmgt.com](mailto:bnystrom@coastmgt.com)
- **EXPIRATION:** Submittal of a bid certifies that bid remains valid until the District completes award and enters a contract with a winning vendor, which normally occurs within thirty (30) calendar days after bid opening. All bids will become void if the District decides to reject all bids.
- **RIGHT TO REJECT BIDS:** The District reserves the right to reject any or all bids, waive technicalities or irregularities, and to accept any bid if such action is believed to be in the best interest of the District. Bids may be rejected by the District, with or without cause, in the best interest of the

District and/or in the discretion of the District Property Manager. Causes for rejection may include but are not limited to: (a) if prices are excessively unbalanced in the opinion of the District, (b) if bids are not in ink; (c) if unit prices are not evident; (d) if addenda are not acknowledged.

- **NON-RESPONSIVE BID:** Any bid that does not comply with these instructions, is not signed, supplements or deviates from the specifications herein, or is incomplete, may be declared non-responsive by Coast and not further considered.
  
- **RESPONSIBLE BIDDERS:** The District shall consider only responsible vendors. Neither listing on the MRSC Small Works Roster nor the ITB guarantees that the District has found the firm responsible. Coast may reject bids from bidders that are not considered responsible, in the opinion of the District. Responsible vendors are those that have, in the sole judgment of the District, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform contract work. Responsible vendors bidding on the Swedish Kruger Medical Building must have prior experience working in a medical office or medical facility. The District may also consider references and quality to determine responsibility. Vendors are ineligible to submit a bid if any owner has been convicted within the past ten (10) years of a crime that impugns honesty or integrity, or if the vendor has unsatisfied tax or judgment liens. Vendors shall have the required insurance at time of award, a valid and current Washington State vendor's license, City business license appropriate to the work at time of bid, and satisfactory business experience. Other factors, including but not limited to, delivery, materials, quality, and equipment may also be considered by the District to determine responsibility. The District reserves the right to use any information, whether supplied through the bid or otherwise obtained, in determining responsibility. In addition, the District reserves the right to determine responsibility under the guidelines of Standard Specification 1-02.14.
  
- **BID AWARD:** If an award is made as a result of this solicitation, it will be made to the lowest, responsible bidder whose bid is determined by the District to be responsive. In summary and as applicable to the District, Notice of Award shall be deemed to have been given when the District authorizes award. If no such authorization is required, Notice of Award shall be when the purchase order and/or contract, addressed to the successful bidder at the address shown in the bid unless otherwise noted.
  
- **PUBLIC INFORMATION:** All bids are public information once bids are tabulated and available for public information.
  
- **CONTRACT RETURN:** The successful bidder will receive an award package from the District that includes the contract, request for insurance and bond documents. The successful bidder must immediately sign and return all requested documents to the District. These must be received within the timeframe shown on the timeline in Section 2. Each bidder should perform any reviews and consideration of the contract prior to submittal, so that signature of contract can occur immediately following award. Each bidder should have preparations to immediately notify their insurance broker for the required insurance documents. If materials are not returned within the timeframe as shown on the timeline in Section 2, the District retains the right to cancel the award and award to the next lowest responsive and responsible bidder.
  
- **FAILURE TO EXECUTE CONTRACT:** Should the awarded vendor fail to execute a contract within the terms and conditions herein, vendor may be removed from the eligible bidder's list including the MRSC Small Works Roster.
  
- **NON-COLLUSION:** Submittal and signature of a bid swears that the bid is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the vendor has not induced or solicited others to submit a sham offer, or to refrain from proposing.

- **BUSINESS LICENSE:** Vendors awarded a District contract are responsible for compliance with Washington State laws regarding possession of City business licenses. The cost of obtaining the business license is at the expense of the vendor and shall not be reimbursed by the District.
- **PROTESTS:** The District shall respond to all formal, written protests made against the District for bid and contract awards. This applies to all informal Small Works bids, unless an alternative protest procedure has been specified in the bid document.

Any actual or prospective bidder, including subcontractors and suppliers showing a substantial economic interest in the contract, who is aggrieved in connection with the District solicitation or award of a contract may protest to the District in accordance with procedures herein.

**PROCEDURE:** The protesting party must submit a formal written statement to Coast signed by the protesting party and submitted in a timely manner. The written protest statement must state the (1) name, address and phone number of the aggrieved person; (2) the bid title for which the protest is submitted; (3) the grounds for protest with specific and complete statement of the action(s) being protested; (4) a specific relief or ruling requested.

In no event shall a protest be considered if all bids are rejected, or after the contract in dispute has been executed by the District.

**In no case shall a bidder or protestor contact the elected District Commissioners regarding the protest or a possible protest action, or the protest will be considered void.** This criterion is to insure the ability of the District to respond appropriately and independently to the protest action without undue influence to the protest review.

**PRIOR TO BID OPENING OR DUE DATE:** Parties with a potential economic interest in the outcome of a bid may submit a formal written protest to any condition known or that should reasonably have been known prior to bid opening. This includes conditions and information stated or provided in the solicitation documents, conditions occurring as a result of distribution of the solicitation documents, conditions occurring during the solicitation process, conditions occurring during any pre-bid meetings or conferences, and related matters prior to bid opening.

Coast must receive such written protest at least five (5) full business days prior to the bid submittal deadline. After that time, interested parties shall be considered to have waived their right to protest such issues.

**AWARD:** District may award and sign a contract at any time according to normal District procedures. Once the District has signed a contract, the District shall reject and no longer accept a protest related to that bid and contract award.

**AFTER BID OPENING AND PRIOR TO AWARD: Within two (2) full business days (the equivalent of sixteen [16] business hours) after the advertised date and time of bid opening, as amended (Saturday, Sunday and legal District holidays excluded), any party planning to**

**protest must file written notice of such intention with Coast.** If no notice is received by Coast within the two (2) business days, all eligible protesters will be considered to have waived their right to protest. Notice of intention must stipulate (1) name, and address and phone number of the aggrieved person; (2) the bid title for under which the protest is submitted; (3) the intended grounds for protest.

The complete protest, prepared in accordance with the criteria set forth in this procedure, must be received by the party to whom the original Notice of Protest was submitted within two (2) business days after the date and time of receipt of the Notice of Protest.

After the two (2) business days have passed from bid opening date/time, the district will proceed as follows.

If a notice of intent to protest was filed with the District during the two (2) days following bid opening, the District may, in the District's determination:

- Suspend the award decision to allow consideration of the protest before award is made; or
- Declare intent to award and wait a minimum of sixteen (16) business hours (two [2] business days as defined above) before entering a contract. Written notice of intent to execute a contract shall be met by either one of the following methods:
  - Public posting by the District with a named intent to award indicated on the posted tabulation, made public or accessible to the public by telephone and/or posting on the District internet location designated for bid results; or
  - A District memorandum request to authorize award to the apparent successful bidder. The first memorandum request that is submitted to the Commission for consideration shall be considered notice of intention to award.

After bid opening, only bidders that submitted a bid, subcontractors, or others that can show substantial economic interest in the bid award and who are aggrieved are eligible to protest. After bid opening, protests are limited to issues related to bid opening, evaluation of bids, and intention to award decisions, and are further limited to those items that were not known or could not have been reasonably known prior to bid opening. Such issues that were known or should reasonably have been known must have been protested prior to bid opening and are no longer eligible as an issue of protest. Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Errors in computing the score or bid price upon which award decisions are based;
- Non-compliance with procedures described in the solicitation for the opening and award itself.

**DISTRICT RESPONSE TO A WRITTEN PROTEST:** Coast will receive the protest. Available facts will be considered and a decision will be issued by the District. The protesting party shall be notified of the decision.

The District may give notice of the protest and its basis to other persons, including bidders, involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information.

The District will issue a written decision, stating the reasons for the decision and informing the aggrieved person of his/her right to appeal to the District's chief executive officer and/or as named in the bid documents. The decision shall be mailed, electronically transmitted or otherwise promptly furnished to the aggrieved person and other interested parties. The decision will be considered final and conclusive unless appealed within two (2) business days (sixteen [16] business hours) of the written decision.

**APPEAL:** Any appeal must be made within two (2) business days of the determination to be delivered by the District to the aggrieved party. An appeal must be in writing and submitted to Coast for delivery to the District's chief executive officer. The written statement of appeal must provide a substantial basis for an appeal, based on the information submitted as part of the

original protest. New information or basis of protest will not be considered during the appeal process. This shall be the final appeal provided to the protestor. The appeal shall be considered by the Superintendent for the bid jurisdiction, who shall consider all facts and issues, and shall issue a final decision on behalf of the District.

If the aggrieved party appeals the decision, then the subsequent determination shall be final and conclusive.

**DETERMINATION:** The determination by the District shall either:

- Find the protest lacking in merit and uphold the District's action; or
- Find only technical or harmless errors in the District acquisition process and determine the District to be in substantial compliance and therefore reject the protest; or
- Find merit in the protest and pursue correction including correcting the errors and reevaluating the bids, and/or reissuing the solicitation to begin a new process; or
- Make other findings and determine other courses of action as appropriate.

#### **SECTION 4: Scope of Work/Specifications**

- Coordinate schedule and hours with Property Manager
- Set up dumpster in approved area
- Roof A: Tear off the first layer of Bur, then recover. Furnish and Install a ½" EPS fan fold recover board over the existing roof system and mechanically attach to maintain the fire rating for the new roof assembly. Roof B: Tear off existing roof to the substrate as well as related metal coping caps, wall skirt and counter flashings and dispose of same. Furnish and install a layer of 1/4" gypsum board over the wood substrate and mechanically attach to the substrate to give roof assembly a class A fire rating.**
- Replace and damaged or dry rotted sheathing
- Immediately report any structural failure if present to Coast who may need to provide a structural engineer to assess before proceeding.
- Re-install substrate as needed at the approved change order rate.
- Clean up all debris.**

All scheduling must be approved by property management. All demo work and loud work must be performed before or after clinic hours of Monday–Friday, 6:30am–8:00pm and Saturday–Sunday, 8am– 4pm, unless approved in advance by Coast.

#### **SECTION 5: Bid Sheet**

The following two pages comprise the formal bid offer. Complete ALL pages and return to Coast via email, fax, mail or hand delivery to address listed in Section 3, Number 2 – Communication Restrictions.

**Submit no later than the day and time shown in Section 2.**

BID SHEET

### **Roof Replacement Swedish Kruger Medical Building**

**BID**



Having carefully examined all documents enclosed herein, the undersigned proposes to perform all work in strict compliance with all documents, for the amount set forth below.

- Bid sheet must be signed.
- Use ink and print legibly.
- Unit prices, when relevant, are mandatory and shall control.
- Initial and date any changes, erasures or cross-outs.
- Include a breakdown for additional costs
- May include the company bid form as a 3<sup>rd</sup> page.

Tear off and replacement Roof A	\$
Tear off and replacement Roof B	\$
Additional costs; please list short description and rates:	\$

**Total Bid:** \$ \_\_\_\_\_

**WA State Sales Tax:** \$ \_\_\_\_\_

**Total Bid:** (Including Tax) \$ \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

<b>PUBLIC HOSPITAL DISTRICT #2, SNOHOMISH COUNTY</b>		
<b>Roof Replacement Project</b>		
<b>Response Cover Sheet</b>		
	Yes	No
Has your company operated at least one (1) year without interruption?	<input type="checkbox"/>	<input type="checkbox"/>
Has an owner of your company been convicted of a crime within the past ten (10) years?	<input type="checkbox"/>	<input type="checkbox"/>
Does your company have experience working in a medical facility?	<input type="checkbox"/>	<input type="checkbox"/>
Does any employee or official of the Hospital District have any financial or other interest in your firm?	<input type="checkbox"/>	
	<input type="checkbox"/>	

this does not necessarily eliminate vendor from submittal):		
If no, describe differences:		
Are there any claims pending against this insurance policy?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, describe		
Does your company maintain Professional Liability Insurance?	<input type="checkbox"/>	<input type="checkbox"/>

Does your company maintain insurance in amounts specified by District contract? (if no,

Has your company been in bankruptcy, reorganization or receivership in the last five years?

Has your company been disqualified by any public agency from participation in public contracts?

Is your company licensed to do business in the State of Washington?

Are you on Comptroller General's list of ineligible vendors or list of parties excluded from federal procurement or non-procurement programs?

*The undersigned acknowledges that addenda \_\_\_\_\_ through \_\_\_\_\_ have been considered as part of this requirement.*

\_\_\_\_\_

*The undersigned hereby accepts the terms and conditions as set forth herein. **This page must be signed and dated by the vendor's representative who is legally authorized to contractually bind the vendor.***

FULL LEGAL NAME OF COMPANY

---

TYPE OF BUSINESS     Corporation     (general)     Partnership (limited)  
 Proprietorship     Limited Liability Company

FEDERAL                  EMPLOYEE                  ID                  NUMBER                  (FEI)

---

ADDRESS

---

CITY/STATE/ZIP

\_\_\_\_\_  
EMAIL ADDRESS \_\_\_\_\_

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
FAX

\_\_\_\_\_  
NAME (Please Print) \_\_\_\_\_ TITLE

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
DATE

## **GENERAL PROVISIONS**

### **Small Works**

These general provisions are hereby a part of the conditions agreed to by the vendor upon Bid.

- **Applicable Law and Forum:** Except as hereinafter specifically provided, this contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising herefrom shall be brought in Snohomish County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.
- **Acceptance of Award:** If awarded vendor begins work, the vendor is deemed to have agreed to all addenda, bid, special provisions, contract plans, general provisions, amendments to the Standard Specifications, Standard Specifications and standard plans, contract, and all other related documents. If such work is accepted by the awarded vendor before the District receives a signed contract, both parties shall regard the contract and documents to be in force.
- **Contract Documents:** The addenda, bid, special provisions, contract plans, general provisions, amendments to the standard specifications, standard specifications, standard plans shall be a part of and constitute the contract entered into by the District and successful bidder. In the event there is discrepancy between any of the foregoing contract documents, the above order of documents governs so that the former prevails over the latter.
- **Notice to Proceed:** Vendor shall not commence work until Notice to Proceed has been given by the District. A notice to proceed will be given after the contract has been executed by the District and the vendor, and where applicable, by any State or Federal agencies responsible for funding any portion of the project. The time allowed for substantial completion of the work shall begin as of the date specified in the Notice to Proceed, or if no date is specified, ten (10) calendar days after the date of issuance of the Notice to Proceed or the date work commences, whichever is earlier.
- **Change Orders:** The District reserves the right to add or delete work, items, agencies or locations from this contract, subject to appropriate adjustments to the contract price. Added items, agencies or locations will be related to those on contract, and additions or deletions will be by mutual agreement, with prices consistent with the original bid price margins, and evidenced by a written contract change notice from Coast. The execution of a change order shall constitute a waiver of claims by the vendor arising out of the work to be performed or deleted pursuant to the change order, except as specifically described in the change order. General reservations of rights will be deemed waived and void.
- **Vendor Clean-Up:** All debris resulting from vendor's work, delivery or installation of equipment shall be disposed of entirely by the vendor in an efficient and expeditious manner as required and directed by Coast.
- **Inspection and Acceptance:** Work performed under this contract will be monitored and inspected by Coast and accepted by the same.
- **Warranties:** Vendor warrants those items furnished conform to its description and any applicable specifications, shall be of good quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service

guarantee to the District. Bidder shall submit in writing and detail the warrantee covering said item(s) or as soon thereafter as immediately required by the District.

- **Guarantee:** Vendor hereby guarantees that all the work, materials or equipment furnished under this contract will fully meet all requirements for quality of workmanship, materials, strength and any and all other requirements of the specifications.
- **Vendor Responsible for Work:** Vendor shall be responsible for all work until its acceptance by the District and vendor will not be released from responsibility for any part of the work until one (1) year after it has been accepted.
- **Approvals:** Materials purchased are subject to the District approval and if rejected are held subject to the vendor's risk and expenses incurred for its return as approved by Coast.
- **OSHA/WISHA:** Vendor agrees to comply with the conditions of the Federal Occupational Safety and Health Act of 1970, the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certifies that all items furnished and purchased will conform to and comply with said standards and regulations. Vendor further agrees to indemnify and hold harmless the District from damages assessed against the District because of vendor's failure to comply with the acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.
- **Compliance With Laws:** Vendor shall comply with all applicable federal, state, tribal and local laws, rules, and regulations affecting its performance and hold the purchaser harmless against any claims arising from the violation thereof. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the vendor for any of the above reasons.
- **Taxes:** The vendor shall include Washington State Sales and Local Tax where applicable, as a separate item on the invoice. Exclude Federal Excise Tax and supply exemption certificate when necessary.
- **Licenses and Permits:** Vendor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. The District may charge vendors for any of the District permits that are issued, and such costs, if any, shall be borne by the vendor.
- **Safety Measures:** All work under this Contract shall be performed in a safe manner. Vendor and all subcontractors shall observe all rules and regulations of the Washington State Department of Labor and Industries, rules and regulations of OSHA, WISHA, or any other jurisdiction, and all other applicable safety standards. Vendor shall be solely and completely responsible for the conditions of the job site, including safety of all people and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Vendor shall always exercise every precaution for the prevention of accidents and the protection of persons (including employees) and property. All exposed moving parts of equipment capable of inflicting injury by accidental contact shall be protected with sturdy removable guards in accordance with applicable safety regulations.

- **Prevailing Wages:** Prevailing wages shall apply to all work, in compliance with State RCW and Standard Specifications. It is the responsibility of the vendor to file all required forms with the State of Washington, Department of Labor and Industries, in a timely manner.
- **Worker's Benefits:** Vendor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 or Title 51 is not made when due, the District may retain such payments from any money due vendor and pay the same into the appropriate fund.

After final completion of all work on the project, vendor shall submit a "Request for Release" to the Washington State Department of Labor and Industries on the form they provide. The "Request for Release" form of the Department of Labor and Industries is also for obtaining a release with respect to the payments of industrial insurance and medical aid premiums.

- **Equal Opportunity and Nondiscrimination:** "The Equal Opportunity Clause" in Section 301 of Executive Order 10925 as amended, and the implementing Rules and Regulations, are herein incorporated by reference. Also see Article 1-07.11 of Standard Specifications. In all hiring or employment made possible or resulting from this contract, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this contract on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.
- **Personal Liability:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the District be in any way personally liable or responsible for any covenant or agreement herein contained whether express or implied, nor for any statement of representation made herein or in any connection with this contract.
- **Warranty of Title:** The vendor shall warrant good title to all materials, supplies, and equipment purchased for, or incorporated in the work. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing

materials or labor, to recover under any bond given by the vendor for their protection, or any rights under any law permitting such persons to look to funds due the vendor in the hands of the District.

- **Guarantee of the Work:** The vendor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The District will give notice of observed defects with reasonable promptness. The guarantee period shall be suspended from the time a significant defect is first documented by the District until the work or equipment is repaired or replaced by the vendor and accepted by the District. If fewer than ninety (90) days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) days' guarantee of the work from the date of acceptance of such repair or replacement.
- **Insurance:** The vendor shall not start work under this contract until vendor has furnished proof of insurance as required hereunder and such insurance has been approved by the District; nor shall vendor allow any subcontractor to commence work on its subcontract until the same insurance requirements have been complied with by such subcontractor. Approval of insurance by the District shall not relieve or decrease the liability of vendor for any damage arising from vendor's performance of the work.

**Vendor shall procure and maintain during the life of this contract, Commercial General Liability, and Automobile Liability Insurance, as detailed herein,** to protect the District and vendor from and against all claims, damages, losses and expenses arising out of or resulting from the performance of work detailed herein, with insurance companies or through sources approved by the State Insurance Commissioner pursuant to RCW Chapter 48. Coverage provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the vendor or any subcontractor or by anyone directly or indirectly involved or employed by either of them.

**Vendor insurance policies shall include the District as Additional Named Insured, Form CG 2010 11 85, on a Primary Basis** and others if required by contract documents. All insurance policies shall be endorsed to provide that no policy shall be cancelled, changed or reduced in coverage, until after thirty (30) days prior written notice has been delivered to the District through certified mail. Exceptions to the form must be approved by the Director of Finance or designee.

**A Certificate of Insurance including the Additional Named Insured Endorsement on Form CG 2010 11 85 shall be filed with the District after award, but prior to execution of the contract,** for a primary policy of commercial general liability insurance and automobile liability insurance meeting the requirements herein.

The Certificate of Insurance (ACCORD Form 25-S) cancellation clause shall be revised to read as indicated below. Exceptions to this requirement must be approved by the Director of Finance or designee.

*Should any of the above described policies be cancelled, changed or reduced in coverage, before the expiration date, the issue company will mail thirty (30) day written notice to the certificate holder named at the left using certified mail.*

Failure of the vendor to fully comply with the requirements set forth herein regarding insurance shall be considered a material breach of contract and shall be cause of immediate termination of the contract and of any and all obligations regarding the same.

Approval of the insurance, by the District, shall not relieve or decrease the liability of the vendor for any damages arising from vendor's performance of the work.

**Insurance shall provide, at a minimum, the types of insurance coverage, limits and endorsements as set forth below** and shall be included in all applicable policies and on the Certificate of Insurance. The insurance coverage listed below shall protect the vendor and the District from claims for damages of bodily injury, including death resulting therefrom, as well as claims for property damage, which may arise from operations under this contract, whether such operation be by itself or by any subcontractor or by anyone directly employed by either of them, it being understood that it is the vendor's obligation to enforce the requirements of this section in respect to any subcontractor employed for this project:

**Commercial General Bodily Injury and Property Damage Insurance** shall be written with limits of liability of no less than \$1,000,000 combined single limits, per occurrence and \$2,000,000 in aggregate, and shall include:

Premises & Operations.  
Owners and Vendors Protective.  
Products Liability, including completed Operations Coverage; Contractual Liability.  
Broad Form Property Damage.  
Commercial Form (to include Extended Bodily Injury); Employees as Additional Insured.  
Explosion, Collapse & Underground Hazard;  
Independent Vendors.  
Personal Injury;  
Stop Gap.

Cross Liability Clause.

Automobile Bodily Injury shall be written with limits of liability as required by the Supplementary General Conditions but shall in no case be for limits less than \$1,000,000 Combined Single Limit. Coverage shall include:

All owned  
automobiles.  
Non-Owned  
automobiles.  
Hired Automobiles.  
Any automobiles.

Bodily Injury Liability Insurance shall be written on an occurrence basis for bodily injury, sickness or disease, including death resulting therefrom.

Property Damage Liability Insurance shall be written on an occurrence basis for damage to or destruction of property, including the loss of use thereof, and shall not exclude Injury to, or destruction of, wires, conduits, pipes, mains, sewers or similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is cause by and occurs during, the use of mechanical equipment for the purpose of excavating or drilling, or injury to or destruction of property at anytime resulting therefrom.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the vendor's responsibility for payment of damages resulting from operations under this contract.

The coverage provided by this policy is primary to any insurance maintained by the District.

Inclusion of more than one Insured under this policy shall not affect the rights of any insured as respects to any claims, suit or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the contract would have been liable had only one Insured been named.

There shall be included in the liability insurance contractual coverage sufficiently broad to insure the provisions of that Section herein entitled "Hold Harmless Clause."

In the event the vendor is required to make corrections on the premises after the project has been inspected and accepted, s/he shall obtain at his/her own expenses, and before commencement of any corrective work, full insurance coverage as specified herein.

- **Gifts and Gratuities:** Businesses must not offer, nor the District employees accept, gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with the District business practices. It is also unlawful for anyone to offer another, to influence or cause them to refrain from submitting a bid. Vendors and the District employees must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including the District Ethics Code, RCW

42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract condition, bid practice, or at any activity related to District business.

- **Assignment:** Neither party may assign any portion of the contract work without the prior consent of the other party.
- **Delays and Extensions of Time:** The vendor will be granted equitable extensions of time by the District under the following circumstances:

A delay caused by any suit or other legal action against the District will entitle the vendor to an equivalent extension of time, unless the period of such delay exceeds ninety (90) calendar days. When such period is exceeded, the District will, upon request of the vendor, in writing, either negotiate a termination of the contract or grant a further extension of time, whichever may at the time be in the best interests of the District.

There shall be no delays or extensions due to inclement weather, unless Coast agrees with the vendor that weather is abnormal to the season and could not normally be expected to occur for this region.

Should other unforeseen conditions occur beyond the reasonable control of vendor, or should performance of work under a change order make the work more complex or difficult than originally specified and shown on the scope of work, and such work, in the vendor's opinion, requires more time to execute than allowed by the contract, the vendor shall notify the District in writing prior to the performance of such work, setting forth in detail its estimate of the added time and cost required for such work. The District will, if such an estimate is approved, allow an equitable extension of the original contracted dollar amount.

- **Breach:** In addition to the events defining a breach as outlined under Standard Specification 1-07.10 (1), a breach of a term or condition of the contract shall mean any one or more of the following: (1) vendor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to the contract; (2) vendor breaches any warranty or fails to perform or comply with any term or agreement in the contract; (3) vendor makes any general assignment for the benefit of creditors; (4) in the District's sole opinion, vendor becomes insolvent or in an unsound financial condition so as to endanger performance; (5) vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency, reorganization, or relief from creditors and/or debtors; (6) any receiver, trustee, or similar official is appointed for vendor or any of the vendor's property; (7) vendor is determined to be in violation of federal, state or local laws or regulations and that such determination, in the District's sole opinion, renders the vendor unable to perform any aspect of the contract.
- **Default:** In addition to the events defining a default as outlined under Standard Specification 1-07.10 (1), a vendor may be declared in default for failing to perform a contractual requirement or for a material breach of any term or condition.
- **Termination for Breach and/or Default:** Refer to Standard Specification 1-08.10 (1). In addition, the District shall be entitled by written notice, to cancel and/or terminate this contract in its entirety or in part, for breach and/or for default of any of the terms and to have all other rights against the vendor by reason of the vendor's breach, as provided by law.
- **Opportunity to Cure Default:** Refer to Standard Specification 1-08.10 (1). In summary, if vendor fails to perform a contractual requirement or materially breaches any term or condition, the District may issue a written or oral notice of default and provide a period in which the vendor shall have the opportunity to cure. Time allowed for cure shall not diminish or eliminate vendor's liability for liquidated or other damages. The District is not required to allow the vendor to cure defects if the opportunity for cure is not feasible as determined solely by the District. The District may terminate the contract for nonperformance, breach or default without allowing the opportunity to be cured by the vendor.
- **Remedies for Cure of Default:** If the nonperformance, breach or default remains after vendor has been provided the opportunity to cure, the District may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this contract and any related contracts or portions thereof; (3) impose liquidated damages; (4) suspend vendor from receiving future invitations to bid. The District may procure the articles or services from other sources and hold the bidder responsible for any excess and expense occasioned thereby, including delay in time, whether foreseeable or unforeseeable.
- **Termination for Convenience:** The District may terminate this contract, in whole or in part, at any time by written notice to the vendor.
- **Payments:** Refer to Standard Specification 1-09.9. In addition, the vendor shall be paid, upon submission of a proper payment request, the prices stipulated herein for services performed (less deductions, if any), in accordance with all payment and retainage instructions herein. All accounts are paid according to RCW 39.76.020, Section 4C. Submitted payment requests must contain the following minimum information:
  - Item number, quantity and description as appropriate.
  - Unit and extended prices.
  - Shipping charges when applicable,
  - Affidavit of Prevailing Wages Paid from the Department of Labor and Industries,
  - Sales tax as applicable.

Mail Payment Requests to:

Public Hospital District #2, Snohomish  
 County 4710 196<sup>th</sup> Street SW  
 Lynnwood, WA 98036

Vendor shall be paid within thirty (30) days after receipt of an undisputed invoice.

- **Claims and Dispute Resolution:** A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of contract terms, payment of money, extension of time or other relief with respect to the terms of the contract. A claim may also include other disputes and matters in question between the District and vendor arising out of or related to the contract. Claims must be made in writing. The responsibility to substantiate claims shall rest with the party making the claim. A notice of a potential or future claim does not constitute a claim. Any claims of the vendor against the District for damages, additional payment for any reason, or extension of time, whether under the Contract or otherwise, must be made in strict accordance with the applicable provisions of the contract. No act, omissions, or knowledge, actual or constructive, of the District shall in any way be deemed a waiver of the requirement for timely written notice and a timely written claim unless the District provides vendor with an explicit, unequivocal written waiver.
  - All claims must be addressed to: Public Hospital District #2, Snohomish County 4710 196<sup>th</sup> Street SW, Lynnwood, WA 98036
  - Vendor shall submit in writing to the District all claims, within fourteen (14) days of the event giving rise to the claim. Written claim(s) must specify the conditions and requested relief. The District shall consider such claim and shall meet with the vendor to confer and attempt to resolve the claim.
  - Vendor shall diligently carry on the work and maintain the vendor's construction schedule during any dispute resolution proceedings, unless otherwise agreed by it and the District in writing.

**Mediation:** If the claim is not resolved in the process provided immediately above, neither the vendor nor any subcontractor or supplier of any tier may bring a claim against the District in litigation unless the claim is first subject to nonbonding mediation before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. This requirement cannot be waived except by an explicit written waiver signed by the District and vendor.

**Litigation:** Vendor may bring no litigation on claims unless such claims have been properly raised and considered as provided above. All unresolved claims of vendor shall be solved and released unless vendor complies with the time limits above, and litigation is served and filed within the earlier of (a) one hundred twenty (120) days after the day of substantial completion designed in writing by the District (provided that a mediation session has occurred as provided above); or (b) sixty (60) days after final acceptance. This requirement cannot be waived except by an explicit written waiver signed by the District.

- **Removal from Shared Small Works Roster for Failure to Perform:** The District retains the right to report the awarded vendor to the Municipal Research Service Center (MRSC) Rosters, if in Coast's opinion, the vendor has failed to satisfactorily and promptly perform and/or complete the Project as required by the District.
- **Indemnification:** To the maximum extent permitted by law, the vendor shall be liable for and shall hold the District harmless from all damages and injuries caused to persons or property arising out of the performance of this contract. The vendor agrees to assume the defense of the District and its officers and employees in all legal proceedings or claims with third parties connected with the vendor's performance under this contract, to pay all expenses, including reasonable attorney's fees, incurred by the District directly or indirectly on account of such legal proceedings, and to satisfy any judgment rendered in connection therewith or to pay or reimburse the payment of any sums reasonable to settle such proceedings or claims.
- **Patents, Trademarks and Copyrights:** Vendor warrants that products furnished do not infringe upon any patent, registered trademark or copyright, and agrees to hold the District harmless in the event of infringement or claim thereof.
- **Liens/Title:** Vendor warrants that items to be furnished are free and clear of all liens and encumbrances and that vendor has good and marketable title to same.
- **Hold Harmless:** The vendor shall hold the District and its officers, agents and employees harmless from all costs, claims or liabilities of any nature including attorneys; fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the vendor, its agents or employees pursuant to the contract, or on account of any unpaid wages or other remuneration for services; and if a suit as described above be filed, the vendor shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment by the District, the vendor shall pay the same.
- **Ownership of Documents:** All documents, data, drawings, specifications, software applications and other products or materials produced by the vendor in connection with this contract shall be the property of the District whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the District at its request and may be used by the District as it sees fit. Vendor shall preserve the confidentiality of all the District documents and data accessed for use in vendor's work product.
- **Workers Right to Know:** WAC 296-62-054 requires that manufacturers of hazardous substances include with each delivery, a MSDS (Material Safety Data Sheets) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: (1) identity of the hazardous material; (2) appropriate hazardous warnings; and (3) name and address of the chemical manufacturer, importer or responsible party. Labor and Industries may levy appropriate fines for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement, unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.
- **Mutual Responsibility of Vendor:** If, through acts of neglect on the part of the vendor, any other vendor or any subcontractor shall suffer loss or damage on the work, the contract agrees to settle with such other vendor or subcontractor by agreement or arbitration if such other vendor or subcontractors will so settle. If such other vendor or subcontractor shall assert any claim against the District account of any damage alleged to have been sustained, the District shall notify vendor, who shall indemnify and save harmless the District against any such claim.
- **Compensation and Employee's Liability Insurance:** Vendor shall maintain Worker's Compensation Insurance as required by State Statute for all employees engaged in work on this contract. Should any work be subcontracted, the vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all subcontractor employees engaged in the work. In the event any class of employees engaged in work under this contract at the project site is not covered under the Workmen's Compensation Insurance as required by State statute, the vendor shall provide and shall cause each subcontractor to provide Employer's Liability Insurance with a private insurance company for limits of at least \$100,000 each person and \$300,000 each accident and furnish satisfactory evidence of the same.
- **Scope of Work:** The District retains the right to ADD and/or DELETE work in Section 4(A). The District also retains the right to modify the services rendered under this contract. The cost for such modifications in the scope of work shall be adjusted



upon mutual written agreement by both parties. In the event the parties cannot mutually agree to the changes, either party may terminate the agreement with thirty (30) days written notice to the other party.