AUTOMATIC DOOR MAINTENANCE AND SERVICE
REQUEST FOR BIDS

SPOKANE AIRPORT BOARD
SEPTEMBER 21, 2014
BID DOCUMENTS

ANNOUNCEMENT

SERVICE CONTRACT

ATTACHMENT A

INSTRUCTIONS TO BIDDERS

SPECIAL PROVISIONS

BID FORM

BIDDERS CHECKLIST

BENEFIT KEY CODE
Spokane International Airport
Call for Bids

Automatic Door Service #44-999-003-00

The Spokane Airport Board is seeking bids from experienced and qualified firms to provide Automatic Door Maintenance and Service. This contract will be for one year, with two, one year renewal options based upon successful negotiations between the Contractor and the Spokane Airport Board. Bid documents are available from the Airport website at www.spokaneairports.net/goods_serv.htm or by contacting Micaela Martinez at mmartinez@spokaneairports.net.

There will be a MANDATORY pre-bid meeting on Friday, October 3, 2014 @ 10:00 a.m. (PDT) at 9000 W Airport Drive, Suite 213, Spokane WA, 99224. A walk-through will follow the pre-bid meeting. Sealed bids will be received by the Spokane Airport Board at the Spokane International Airport, 9000 West Airport Drive, Suite 204, Spokane WA, 99224, until 1:00pm (PDT), Friday, October 10, 2014. Bids must be submitted in writing to:

Spokane International Airport
c/o Micaela Martinez
9000 W Airport Dr., Ste. 204
Spokane, WA 99224

If you have questions regarding this Call for Bids please contact:
Micaela Martinez
509-828-5236
mmartinez@spokaneairports.net
or
Ken Landrus
509-455-6491
klandrus@spokaneairports.net

The Spokane Airport Board reserves the right to reject any or all bids, to waive any informality, to accept any alternate bids, and to make such award that it deems to be in the best interest of the Airport. The Spokane International Airport is an Equal Opportunity Employer and encourages Disadvantaged Business Enterprises and Small Businesses to participate in the competitive bidding process.

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Posted on the SIA website
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SERVICE CONTRACT
BETWEEN
SPOKANE AIRPORT
AND
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SERVICE CONTRACT

THIS SERVICE CONTRACT made and entered into this _____ day of ___________, 2014, by and between SPOKANE AIRPORT, by and through its AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as “Airport” and ____________________, a Corporation, organized and existing under the laws of the State of __________________ hereinafter referred to as “Contractor;

WITNESSETH

WHEREAS, the Airport Board is the administrator and operator of SPOKANE INTERNATIONAL AIRPORT, hereinafter referred to as "SIA", located in the City and County of Spokane, State of Washington, and is authorized to enter into contracts for goods and services and grant leases for real property and premises at SIA for the promotion, accommodation and development of commerce, commercial and general aviation air transportation; and

WHEREAS, the parties hereto desire to enter into a Service Contract, hereinafter referred to as “Contract”, granting the Contractor the use, together with others, of SIA and its appurtenances for the purpose of providing automatic door maintenance and repair service for the Airport; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree for themselves, their successors and assigns as follows effective ________, 20____:

1. TERM

The term of this Contract shall be one (1) year commencing November 1, 2014 and expiring on October 31, 2014. The Airport shall have the option to renew this Contract for two (2) additional one (1) year terms, providing that the work performed under this Contract has been fully satisfactory as determined solely by the Airport. Such option(s) shall be under the same terms and conditions contained herein except for the financial consideration and scope of work, which may be renegotiated as set forth in Article 2 - FEES, Paragraph B. Said option(s) may be exercised by written notice from the Airport to the Contractor not later than sixty (60) days prior to the expiration of the current term.

2. FEES

A. PREVENTATIVE MAINTENANCE

1. For the term commencing November 1, 2014 and expiring on October 31, 2015 the Airport shall pay to the Contractor a quarterly fee of __________ ($__________). Said quarterly fee does not include Washington State Sales Tax.
B. OTHER SERVICES

To the extent not included in the preventative maintenance services, all other services provided by the Contractor per the Scope of Work, the Contractor shall invoice and the Airport shall pay for Other Services as approved within 30 days of receipt of invoice, as follows:

1. For the term commencing November 1, 2014 and expiring on October 31, 2015 the Airport shall pay to the Contractor an hourly rate of $________ for an estimated one hundred sixty (160) hours, for a total estimated sum of $________, which does not include Washington State Sales Tax. Hourly rates are for repair service for work requested by the Airport during the first eight (8) hours per day or forty (40) hours per week. The Airport shall pay the contractor an overtime rate of one-half times the hourly rate of wage, $______, for an estimated twenty (20) hours, for a total estimated sum of $______, which does not include Washington State Sales Tax. Overtime rates are for hours worked in excess of eight (8) hours per day or forty (40) hours per week.

C. Fees quoted shall be firm for the first year of the Contract. If the Airport exercises the option to renew, acceptance of a fee change for said services will be contingent upon renegotiation between the parties. If mutual agreement has not been achieved within thirty (30) days prior to the expiration of the current term, said option will be null and void. Agreement on any price change shall remain firm for the renewal year. Price changes for any option periods shall not exceed provable changes in expenses for labor and materials by the Contractor.

D. The total of all fees and charges, including all applicable taxes, for the current term of the contract shall not exceed $______.

E. Prevailing wages are required for this Contract. A copy of “Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” approved by the Washington State Department of Labor and Industries will be required. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for the prevailing wages for this project is August 31, 2014. A copy of the applicable prevailing wage rates is also available for viewing at the office of the Airport, located at 9000 Airport Drive, Suite 204, Spokane, WA 99224. Upon request, the Airport will mail a hard copy of the applicable prevailing wages for this project.

F. Contractor’s reporting system shall be sufficient for all reporting. Copies of certified payroll will be provided to SIA Maintenance Department at the end of each contract year. A five percent retainage will be withheld from each payment during the contract year and will be released upon receipt of Contractor’s certified payroll and approved Affidavit of Wages Paid.
3. **SCOPE OF WORK**

All work will be accomplished per Attachment A attached hereto and made a part hereof.

4. **RELATIONSHIP OF THE PARTIES**

The parties intend that an independent contractor relationship will be created by this Contract. The Airport is interested only in the results to be achieved, and the conduct and control of all services or work will lie solely with the Contractor. No agent, employee, servant or otherwise of the Contractor shall be or shall be deemed to be an employee, agent, servant or otherwise of the Airport for any purpose, and the employees of the Contractor are not entitled to any of the benefits that the Airport provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the services herein contemplated, the Contractor is an independent contractor with the authority to control and direct the performance and details of the work, the Airport being interested only in the results obtained; however, the work contemplated herein must meet the approval of the Airport pursuant to the provisions of the proposal under which the services and work were let to the Contractor.

5. **CONTRACTOR’S RIGHTS AND OBLIGATIONS**

The parties hereto covenant and agree as follows:

A. Contractor is required to be an authorized automatic door servicer and hold an Electric Contractor Door and Gates (ECIO) license and Contractor’s work shall comply with all applicable rules and regulations pertinent to automatic door service and repair work. Contractor must have an L&I Administrator on site and be AAADM certified.

B. Subject to and in accordance with all applicable laws and ordinances and such reasonable rules and regulations as may be adopted by the Airport for the regulation thereof, Contractor may, together with others, use SIA and its appurtenances together for the purpose of providing the Airport with an Automatic Door Service and Repair Maintenance Program at SIA. The privileges granted hereby shall be non-exclusive, and include without limiting the generality thereof.

C. Contractor’s equipment, used by the Contractor shall be maintained at Contractor’s sole expense, in good, safe and operative order, and in a clean and neat condition.

D. Personnel performing services at SIA shall be neat, clean and courteous. Contractor shall not permit its agents, servants or employees to conduct business or otherwise act in a loud, noisy, boisterous, offensive or objectionable manner.

E. Contractor shall observe and comply with any and all applicable Airport, federal, state and local laws, statutes, ordinance and regulations and shall abide by and be subject to all reasonable rules and regulations which are now, or may from time to time, be promulgated by any federal, state or local government or agency thereof.
F. Contractor shall be responsible for all its expenses in connection with its operation at SIA and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon the Contractor, and secure all such permits and licenses as may be lawfully required.

G. To the extent of its capabilities, Contractor agrees to cooperate with the Airport and/or any other Contractor in dealing with aircraft or related emergencies at SIA.

H. All vehicles shall display signs on both exterior sides of the vehicle doors identifying Contractor’s business. Signs shall be no smaller than 8-1/2” by 11.”

6. **SECURITY**

A. Contractor recognizes its obligations for security on SIA as prescribed by 49 CFR Part 1542, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of SIA. Contractor shall comply with Transportation Security Regulation Part 1542 (Airport Security) and Airport security policies as presently outlined in its Airport Security Plan, as such Plan may be amended from time to time. Contractor shall pay any forfeitures or fines levied upon it, the Airport or SIA through enforcement of Transportation Security Regulation Part 1542, or any other applicable federal, state or local regulation, due to the acts or omissions of Contractor, its employees, agents, suppliers, invitees or guests and for any attorney fees or related costs paid by the Airport as a result of any such violation.

B. Contractor shall abide by rules and regulations adopted by the Airport in carrying out the Airport’s obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as the Airport deems necessary from time to time. Contractor shall obtain SIA identification badges for all personnel working in restricted areas, which will require each worker to complete the SIA ID Card Application Form, available from the SIA Police. The applicant must submit his/her fingerprints for a criminal history check, for which the current cost is $35.00. Contractor shall also pay a Fifteen Dollar ($15.00) fee for the issuance of a new badge and the renewal of each ID Badge. The cost shall be the responsibility of the Contractor. The cost may be amended by the Airport from time to time. The Contractor shall deliver to the SIA Police Department in writing the names, mailing addresses and telephone numbers of all employees performing services under this Contract. Any change in personnel shall be reported to the Airport and the SIA Police Department. The Contractor shall be responsible for the prompt recovery of Airport keys and security identification badges.

C. Pursuant to applicable federal regulations, Contractor shall conduct an annual self-audit of Airport access media, such as keys and access cards, used by Contractor, its employees, agents, suppliers, invitees, sub-contractors or guests. Contractor shall provide the Airport with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Airport area access locks or devices whenever missing, lost, or stolen access media.
exceed five (5) percent the Airport or any agency having jurisdiction at SIA. Any fines assessed against the Airport as a result of the Contractor’s failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Contractor, its employees or agents will be paid promptly, upon demand, to the Airport by the Contractor.

E. All employees assigned by the Contractor shall be physically able to do their assigned work. The Airport shall have complete control over granting, denying, withholding or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to SIA. Contractor shall not permit any employee to begin work until SIA Police grants clearance to each individual employee.

F. Contractor employees shall identify, challenge, and report all unauthorized personnel (anyone without proper SIA-issued identification) to SIA Police Department in the SIA Terminal during all hours. NOTE: SIA Police are in the Terminal twenty-four (24) hours per day, seven (7) days per week.

7. INDEMNITY AND WAIVER OF DAMAGES

A. The Contractor shall indemnify, hold harmless and defend the Airport, the City and County of Spokane, their elected and appointed officials, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney’s fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Contractor’s or Subcontractor’s conduct of business or from any activity or other things done, permitted, or suffered by Contractor in, or about the Premises or SIA or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Airport, the City and County of Spokane, their elected and appointed officials, agents and employees, provided that the Airport shall give the Contractor prompt and reasonable notice of any such claim or actions made or filed against it.

B. Contractor hereby agrees to release and hold harmless the Airport, the City and County of Spokane, its elected and appointed officials, agents and employees, from any damages to the Contractor caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on SIA; and the Contractor does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against the Airport, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation at or on SIA. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

C. Contractor further agrees to hold the Airport, the City and County of Spokane, their agents, officials and employees free and harmless for any claims arising out of the damage, destruction or loss of any or all of Contractor’s equipment excluding any claims arising out of the sole negligence of the Airport, the City and County of Spokane, their elected officials, agents and employees.
8. **INSURANCE**

The Contractor shall, at its own cost and expense, maintain insurance in full force and effect during the term of this Contract in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to issue said insurance in the State of Washington and carry a Best’s rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Contract. The insurance policy(ies) shall be the standard comprehensive insurance coverage, with aircraft exclusions deleted, to cover all operations of the Contractor. The policy(ies) shall include, but not by way of limitation, bodily injury; property damage; automobile including owned, non-owned, leased and hired; aircraft; and contractual coverage, including the obligations pursuant to Article 7 - **INDEMNITY AND WAIVER OF DAMAGES**, herein. The Airport, the City and County of Spokane, their elected and appointed officials, agents and employees shall be named as additional insureds with respect to the Contractor’s use of SIA and the Premises which are the subject of this Contract. The Contractor’s insurance shall be primary and non-contributory with any insurance maintained by the additional insureds. Contractor shall promptly upon execution of this Contract, furnish to the Airport appropriate certificates of insurance and additional insured endorsements evidencing coverage affected and to be maintained for the term of this Contract. The coverage shall not be less than One Million Dollars ($1,000,000), combined single limit with an annual aggregate coverage of Two Million Dollars ($2,000,000). The automobile coverage shall not be less than One Million Dollars ($1,000,000) for owned, non-owned and hired automobiles. The Contractor’s insurance policies shall be endorsed so that the insurance carrier will provide the Airport with at least thirty (30) days notification prior to cancellation or material change. Such notice of cancellation or material change shall be mailed to the Airport by certified mail. Where any policy(ies) has/have normal expirations during the term of this Contract, written evidence of renewal shall be furnished to the Airport at least thirty (30) days prior to such expiration. Upon written request by the Airport, Contractor shall permit the Airport to inspect the originals of all applicable policies. The Contractor’s insurance identified in this Article 8 shall include a waiver of subrogation in favor of the additional insured. This Article 8—**INSURANCE**, shall be subject to periodic adjustments by the Airport.

9. **FORCE MAJEURE**

Neither the Airport or Contractor shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the others employees and agents.

10. **NON-PERFORMANCE**

A. Contractor shall perform all work to the satisfaction of the Airport, who shall have the right of inspection at all times and whose appraisal and acceptance of the work shall be a precedent to any payment made by the Airport under this Contract.

B. In the event of any dispute regarding employee(s), or scope of work required under this Contract, the decision and judgment of the Airport shall be final and binding.

*Service Contract: 8/22/2014*
11. CANCELLATION OF CONTRACT

This Contract shall be subject to cancellation by the Airport upon thirty (30) days advance written notice should Contractor fail to perform the services as outlined in the Scope of Work and as agreed to in the Proposal submitted by Contractor.

12. ADVERTISING AND SIGNS

Contractor shall have the right, at its own expense to utilize and maintain signs for the purpose of identification and cautionary notifications. Any signage shall be of professional quality and prior to utilization of such signage, the Contractor shall obtain the approval of the Airport. The right to utilize identification signs or cautionary signs for information to the traveling public shall be at a location, in the number and type, size and design approved in writing by the Airport. In the event the signs are removed and not replaced, Contractor shall repair the area to its normal appearance. To the extent that Contractor uses any electronic medium for identification and/or advertising which includes any reference to Contractor’s relationship with SIA, Airport shall have the right to review and approve the same.

13. LEGAL CLAIMS AND ATTORNEY FEES

A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with the Contractor’s operation at SIA. The Airport and Contractor shall each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. The Contractor is an independent contractor in every respect, and not the agent of the Airport.

B. In the event either party requires the services of an attorney in connection with enforcing the terms of this Contract or in the event suit is brought for the recovery of any rent, fees or other sum or charges otherwise payable by Contractor, this Contract or the breach of any covenant or condition of this Contract, or for the restitution of the Premises to the Airport and/or eviction of Contractor during the term of this Contract, or after the expiration thereof, the prevailing party will be entitled to reasonable attorneys’ fees, consultants’ fees, witness fees and other costs, both at trial and on appeal. For purposes of calculating attorneys’ fees, legal services rendered on behalf of the Airport by public attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Spokane, Washington.

14. GOVERNMENT RESERVATIONS AND RESTRICTIONS

The rights granted by this Contract shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

A. It is understood and agreed to by Contractor that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right forbidden by the Airport Development Act, 49 U.S.C., 47101, et seq., and Section 308 of the Federal Aviation Act of 1958 and as amended.
B. During time of war or national emergency, the Airport shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if such Contract is executed, the provisions of this Contract insofar as they are inconsistent with the provisions of the agreement or lease with the Government, shall be suspended.

C. This Contract shall be subject to the terms of any sponsor’s assurances and agreements now required or imposed in the future, between the Airport and the Federal Aviation Administration or any successor Federal agency.

D. This Contract shall be subordinate to the provisions of any existing or future agreement between the United States Government and the Airport relative to the operation or maintenance of SIA, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development or improvement of SIA, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement or program affecting the operation, maintenance of SIA now or in the future; provided however, that the Airport shall, to the extent permitted by law, use its best efforts to cause such agreements to include provisions protecting and preserving the rights of Contractor in and to the Premises and improvements thereon. Failure of Contractor to comply with the requirements of any existing or future agreement between the Airport and the United States Government, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Contractor’s rights hereunder.

15. CONTRACT SUBORDINATE TO BOND ORDINANCE

This Contract and all rights of the Contractor hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by the Airport, the City of Spokane or County of Spokane to secure any bonds authorized by law to be issued for the development or improvement of SIA, and the Airport and the Contractor agree that the holders of the said Bonds shall possess, enjoy and may exercise all rights of the Airport hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Contractor and the Airport with the term and provisions of the bond covenants.

16. FEDERAL NONDISCRIMINATION

A. Contractor understands and acknowledges that the Airport has given to the United States of America, acting by and through the FAA, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act 1964 and by 49 CFR Part 21 as a condition precedent to the Government making grants in aid to the Airport for certain Airport programs and activities, and that Airport is required under those regulations to include in every agreement pursuant to which any person or persons, other than Airport, operates or has the right to operate any facility on SIA providing services to the public, the following covenant, to which Contractor agrees:

B. Contractor, in its operation at and use of SIA, covenants that:

1. No person on the grounds of race, color, or national origin shall be excluded from
participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

2. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

3. It shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as that regulation may be amended; and

4. Contractor further agrees promptly to provide the Airport, upon written request by the Airport, such information the Airport is required to obtain from Contractor to show compliance with applicable nondiscrimination laws.

17. **SEVERABILITY**

If any term or provision of this Contract shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Contract shall not be affected thereby, but each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

18. **NON-WAIVER OF BREACH**

The waiving of any of the covenants of this Contract by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by the Airport to any act by the Contractor requiring the Airport’s consent shall not be deemed to waive consent to any subsequent similar act by the Contractor.

19. **SUBMISSION OF CONTRACT**

The submission of this document for examination and negotiation does not constitute an offer to enter into or renew a contract or agreement. This document shall become effective and binding only upon execution and delivery hereof by the Airport and Contractor. No act or omission of any officer, employee or agent of the Airport shall alter, change or modify any of the provisions hereof.

20. **SURVIVAL OF INDEMNITIES**

All indemnities provided in this Contract shall survive the expiration or any earlier termination of this Contract. In any litigation or proceeding within the scope of any indemnity provided in this Contract, Contractor shall, at the Airport’s option, defend the Airport at Contractor’s expense by counsel satisfactory to the Airport.
21. **APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY**

This Contract, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue for any action on or related to the terms of this Contract shall be exclusively in either the United States District Court for the Eastern District of Washington at Spokane or the Spokane County Superior Court for the State of Washington, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Contract, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

22. **NOTICES**

All payments, demand and notices required herein shall be deemed to be properly served if hand delivered, or if sent by certified or registered mail, postage prepaid, to the last address previously furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

**AIRPORT:**
SPOKANE AIRPORT  
Facilities Maintenance Department  
9000 W. Airport Drive, Suite 204  
Spokane, WA  99224

**CONTRACTOR:**  
________________________  
________________________  
________________________

The date of service of such notice shall be the date such notice is deposited in a post office of the U.S. Post Office Department.

23. **TIME OF ESSENCE**

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Contract.

24. **PARAGRAPH HEADINGS**

Paragraph headings contained herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this Contract.
IN TESTIMONY WHEREOF, witness the signature of the parties hereto the day and year first above written.

SPOKANE AIRPORT BOARD: 

_____________________________  
By: Lawrence Krauter  
   Chief Executive Officer

_____________________________  
James A. McDevitt  
   General Counsel

APPROVED AS TO FORM:

_____________________________  

CONTRACTOR

_____________________________  
Title: _______________________

UBI # ______________________

STATE OF ____________________)  
COUNTY OF ____________________) ss.

I certify that I know or have satisfactory evidence that _______________________________ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and stated that he/she was authorized to execute the instrument and acknowledged it as the __________________ of the ______________________________ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _______________________

_____________________________  
Notary Public

Print Name ___________________

My commission expires ________________

Service Contract: 8/22/2014
ATTACHMENT A

1. Scope of Work

1.1 The Contractor is to furnish all labor, supervision, insurance, permits, tools, equipment, parts, components and materials needed to perform quarterly preventative maintenance to attain optimum safety and efficiency levels. Contractor shall maintain all mechanical and electrical equipment for all Automatic Doors to manufacturer and state regulatory specifications. Contractor must be able to obtain all of the necessary controllers and interface modules to complete all trouble shooting and repair work on all auto doors listed in Section 4-Inventory, of Attachment A.

1.2 Preventative Maintenance shall include but is not limited to the following:

- Visually inspect door operation.
- Check activation and threshold detection devices.
- Check for tripping hazards.
- Check door function switch.
- Check for proper operation of lock assembly.
- Check for required signage.
- Check for loose glass stops or damaged glass.
- Check all panels for damage and missing or damaged weather stripping.
- Check panic latches for proper release force.
- Check panic circuit operation for operator cut off or spring return.
- Clean and inspect bottom guide tracks.
- Check bottom guide assembly for proper adjustment excessive wear.
- Check door closing speed and closing force.
- Check closing latch location.
- Check that door hold open time in 1.5 seconds or longer.
- Remove access cover and check motor and gearbox for leakage and noise.
- Inspect drive pulleys and belt for proper alignment.
- Inspect drive belt for proper tension and excessive wear.
- Clean hanger rollers and repair or replace if damaged. Adjust roller height if necessary.
- Clean roller track and remove debris.
- Inspect anti-riser block or rollers for damage and/or binding.
- Insure that all wiring in the header is properly routed and protected from any moving components.
- Reinstall and secure access cover and recheck the complete door operation.
2. Other Services

2.1 The contractor shall provide emergency service, when required, on a twenty-four (24) hour a day basis with a maximum response time of four (4) hours from time of first call. Name and phone number of the contact person(s) shall be provided to SIA.

2.2 Any necessary repairs identified during scheduled preventative maintenance or inspection that are not listed in section 1.2 of Attachment A will require approval by the appropriate SIA contact prior to commencement of repair work through issuance of a purchase order number. SIA will provide the Contractor with the appropriate contact information. Contractor must submit a signed service report to the Airport after each service call, detailing the work performed, the parts replaced and the costs associated with each service.

3. Hours of Work

3.1 All work under this contract shall be coordinated with SIA’s appropriate contact person. All scheduled preventative maintenance work will be done during normal business hours, 8:00 a.m. to 5:00 p.m. Any work performed outside of the normal business hours will need to be approved by the appropriate SIA contact person.

4. Inventory

<table>
<thead>
<tr>
<th>DOOR IDENTIFICATION</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Floor</td>
<td>Old Garage Tower</td>
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</table>

*Service Contract: 8/22/2014*
# SPOKANE AIRPORT BOARD

## INSTRUCTIONS TO BIDDERS

### FOR PURCHASE SERVICES & GOODS

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Spokane Airport Board
Instructions to Bidders
For Purchase Services & Goods

ARTICLE 1
DEFINITIONS

1.1 Except as otherwise specifically provided, definitions set forth in the Contract Documents are applicable to all Bidding Documents.

1.2 The term “Addenda” means written or graphic instruments issued by Airport prior to the Bid Deadline, which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections. Oral explanations, interpretations, or instructions will not be binding on the Airport. Only modifications or clarifications issued by a written Addendum are binding.

1.3 The term “Alternate” or “Additive” means a separate bid price for specific products/services, as described in the Bidding Documents which, if awarded, shall be added to the Contract Award Amount.

1.4 The term “Bid Deadline” means the date and time on or before which Bids must be received, as designated in the Request for Bids and which may be revised by Addenda.

1.5 The term “Bidder” means a person or firm that submits a Bid.

1.6 The term “Bidding Documents” means the documents prepared and issued for bidding purposes including, without limitation, the Request for Bids, Instructions to Bidders, Contract, General Terms and Conditions, Technical Specifications, and all Addenda thereto.

1.7 The term “Estimated Quantity” means the estimated quantity of a product to be used.

1.8 As used in these Instructions to Bidders, the term “Facility” means the Airport’s office issuing the Bidding Documents.

1.9 The term “Lump Sum Base Bid” means the sum stated on the Bid Form for which Bidder offers to perform the work or provide the goods described in the Bidding Documents, but not including Unit Price items, Alternates, or Additives.

1.10 The term “Planholder” means a business, person, or entity known by the Airport to have received a complete set of Bidding Documents and who has provided a street and e-mail address for receipt of any written pre-bid communications.

1.11 The term “Unit Price” means a fixed charge per unit of quantity on the Bid Form for a commodity or service that includes, without limitation, all costs incidental to the item (i.e. handling, delivery, freight, overhead, profit, packaging costs, and Washington sales tax).

1.12 As used in these Instructions to Bidders, the term “Business Day” means any day other than a Saturday, a Sunday, and the holidays specified herein, and to the extent
provided herein, if the facility or applicable office of the Airport is closed for the whole of any day, insofar as the business of that office is concerned, that day shall be considered as a holiday for the purposes of computing time in these Instructions to Bidders.

ARTICLE 2
BIDDER'S REPRESENTATIONS

2.1 Bidder, by making a Bid, represents that:

2.1.1 Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents.

2.1.2 Bidder has visited the Airport site and is familiar with the conditions under which the product/service is to be provided and the local conditions as related to the requirements of the Bidding Documents.

2.1.3 The Bid is based upon the labor, materials, equipment, and systems required by the Bidding Documents without exception.

2.1.4 Bidder, at no expense to the Airport, shall be responsible to obtain all necessary licenses, permits, and other similar legal authorizations required to perform the work associated with the Contract or Purchase Order to be awarded based on this Request for Bids, including, but not limited to a State of Washington Unified Business Identifier and a City of Spokane Business License.

2.1.5 Bidder has read and shall abide by the nondiscrimination requirements contained in the Bidding Documents.

2.1.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.1.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on behalf of Bidder.

2.1.8 Bidder is aware of and, if awarded the Contract, will comply with all applicable federal, state, and local laws, regulations, and code requirements in its performance of the work.

ARTICLE 3
BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Request for Bids, or the Airport’s website.
3.1.2 Bidders shall use a complete set of Bidding Documents in preparing Bids.

3.1.3 Airport makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Products/Services listed and does not confer a license or grant permission for any other use of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Bidder shall, before submitting its Bid, carefully study and compare the components of the Bidding Documents and shall at once report to Airport’s Representative errors, inconsistencies, or ambiguities discovered. If Bidder is awarded the Contract, Bidder waives any claim arising from any errors, inconsistencies or ambiguities, that Bidder, its suppliers, or any person or entity for which the Bidder is responsible became aware of, or reasonably should have become aware of, prior to Bidder’s submission of its Bid.

3.2.2 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner shall not be binding and Bidders shall not rely upon them.

3.3 PRODUCT SUBSTITUTIONS

3.3.1 No substitutions will be considered prior to award of Contract

3.3.2 Products specified and received which do not meet the detailed and performance specification standards required by the Contract and Technical Specifications will not be accepted or paid for by the Airport. Products that are delivered that do not meet the Contract requirements shall be rejected by the Airport and the vendor shall be required, at its sole expense, to provide the products specified by the Contract. Signing for receipt of a shipment, i.e. a delivery slip, bill of lading, USP, FedEx, etc., does not constitute acceptance of the product by the Airport.

3.4 ADDENDA

3.4.1 Addenda will be issued only by Airport and only in writing.

3.4.2 Addenda will be identified as such and will be posted on the Airport’s website no later than 2 full business days prior to the Bid Deadline. Addenda withdrawing the Request for Bids or postponing the Bid Deadline may be issued any time prior to the Bid Deadline.

3.4.4 Each Bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has reviewed all issued Addenda.
3.5 PREPARATION COSTS

3.5 The Airport shall not, under any circumstances, be responsible for or pay for, any costs or expenses associated with the bid submitted including, but not limited to, research, investigation, development, preparation, duplication, production, collation, packaging, delivery, transmittal, or presentation of the bid or any other related information, data, documentation, and material. All such costs and expenses incurred by the Bidder shall be borne solely by the Bidder.

3.6 PROHIBITION AGAINST LOBBYING

3.6 The Bidder shall not lobby, either on an individual or collective basis, the Board (its associated City and County employees, or outside advisors) or any federal, state, or local elected or public officials or staff this regarding the bid or its written proposal. Bidder, the Bidder’s acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the Board (its associated City and County employees, or outside advisors) or any federal, state, or local elected or public officials or Airport staff (to arrange meetings, visits, or presentations to influence the outcome of the selection process. Violation of this provision, by or on behalf of the Bidder, intentionally or unintentionally, result in disqualification of the Bidder and/or rejection of the bid.

ARTICLE 4
PRE-BID CONFERENCE

4.1 The Airport may require a Pre-Bid Conference at which the requirements of the Bidding Documents are reviewed by Airport, comments and questions are received from Bidders. Airport requires all mandatory Pre-Bid Conference attendees to arrive for the meeting on time and to sign an attendance list. Any Bidder not attending a mandatory Pre-Bid Conference will be deemed to have not complied with the requirements of the Bidding Documents and its Bid will be rejected.

ARTICLE 5
BIDDING PROCEDURES

5.1 FORM AND STYLE OF BIDS

5.1.1 Bids shall be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the Airport’s Bid Form shall be rejected as non-responsive and shall not be considered.

5.1.2 The Bid Form shall be filled in legibly in ink or by typewriter. All portions of the Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Bidder shall acknowledge receipt of all Addenda issued. Failure to comply with the requirements of this Article 5.1.2 may result in the Bid being rejected as non-responsive.
5.1.3 Unless otherwise specified, all prices shall be for new merchandise. Unless otherwise designated on the Bid Form the bidder must bid on all items. Prices quoted shall include all costs, including but not limited to, handling, delivery, freight, overhead, profit, packaging costs, and Washington sales tax. Prices quoted for equipment shall include cost of instruction and service manuals where appropriate. The Airport reserves the right to reject all bids and use prices from a vendor selected by another public agency under the provisions of the Interlocal Cooperation Act (Chapter 39.34 RCW) if such prices are lower than the lowest bid received.

5.1.4 Bidder's failure to submit a price for any Alternate, Additive, or Unit Price will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, Bidder shall indicate “No Change” or “No Charge” on the place provided on the Bid Form.

5.1.5 Bidder shall make no stipulations on the Bid Form nor qualify or condition the Bid in any manner.

5.1.6 The Bid Form shall be signed by a person legally authorized to bind the Bidder. Bidder's authorized representative shall sign and date the Bid Form. Failure to sign the Bid Form will cause the Bid to be rejected as non-responsive.

5.2 BID BOND

5.2.1 The Airport may at its discretion require a Bid Bond. If a Bid Bond is required the Bid shall be accompanied by a Bid Bond in the amount of 5% of the Bid (including Washington State Sales Tax) as security for Bidder's obligation to enter into a Contract with Airport on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents.

5.2.2 If the responsible Bidder with the lowest responsive Bid fails to sign the Contract and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, Airport may revoke award of the contract to such Bidder and select the responsible Bidder with the next lowest responsive Bid until all Bids have been exhausted or Airport may reject all Bids. The Bidder whose Bid is rejected for such failure(s) shall be liable for and forfeit to Airport the amount of the Bid Bond.

5.2.3 If a Bid Bond is required, the Bid Bond shall be accompanied by a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer, and authorizing the attorney-in-fact executing the Bid Bond on behalf of the surety. Additionally, the surety issuing the Bid Bond shall be, as of the Bid Deadline, listed in the U.S. Dept. of the Treasury’s Circular 570.

5.2.4 Bid Guaranty will be returned after the contract has been executed. Notwithstanding the preceding, if a Bidder fails or refuses, within 10 days after receipt of notice of award, to sign the Contract or submit to Airport all of the items required by the Bidding Documents, the Airport will retain that Bidder’s Bid Bond.
5.3 PAYMENT AND PERFORMANCE BONDS

5.3.1 The Airport may at its discretion require a Payment and performance bond. Payment and performance bonds shall be for 100% of the Contract Sum, including all Washington state sales tax, shall be furnished for the Products/Services, executed by a surety company licensed in the state of Washington, and shall be in a form acceptable to the Airport.

5.4 SUBMISSION OF BIDS

5.4.1 The completed Bid Form, if required, and all other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the office designated in the Request for Bids. The envelope shall be identified with the Project name and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation “SEALED BID ENCLOSED” on the face thereof.

5.4.2 Bids shall be delivered to the designated location on or before the Bid Deadline. A Bid submitted after the Bid Deadline will not be accepted or considered and a Bid received after the Bid Deadline will be returned to Bidder unopened.

5.4.3 Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. The Airport will not be liable for delays in delivery of bids due to handling by the U.S. Postal Service, or any other type of delivery service.

5.4.4 Oral, telephonic, facsimile, electronic, or telegraphic Bids are invalid and will not be accepted.

5.5 MODIFICATION OR WITHDRAWAL OF BID

5.5.1 Prior to the Bid Deadline, a submitted Bid may be modified or withdrawn by notice to the Airport. Such notice shall be in writing over the signature of Bidder and, in order to be effective, must be received on or before the Bid Deadline. A modification so made shall be worded so as not to reveal the amount of the original Bid.

5.5.2 A withdrawn Bid may be resubmitted on or before the Bid Deadline, provided that it then fully complies with the Bidding Documents.

5.5.3 Bid Bond shall be in an amount sufficient for the Bid as modified or resubmitted.

5.5.4 Bids may not be modified, withdrawn, or canceled within fifty (50) calendar days after the Bid Deadline unless otherwise provided in the Bidding Documents.

ARTICLE 6
CONSIDERATION OF BIDS
6.1 OPENING OF BIDS

6.1.1 Bids which have the required identification as stipulated in Article 5.4.1 and are received on or before the Bid Deadline will be opened publicly and read.

6.2 REJECTION OF BIDS

6.2.1 Airport reserves the right to reject any and all Bids.

6.2.2 Airport reserves the right to reject any Bid not accompanied by the required Bid Bond or any other item required by the Bidding Documents, or a Bid which is in any other way incomplete or irregular.

6.3 AWARD

6.3.1 Airport reserves the right, but is not required, to waive immaterial irregularities in a Bid. If the Airport awards the Contract, it will be awarded to the responsible Bidder submitting the lowest responsive Bid as determined by the Airport.

6.3.2 Airport reserves the right to accept Additives and Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

6.3.3 When the quantities included on the Bid Form are only estimates and the Airport reserves the right, during the term of the Contract, to increase or decrease the quantities on the Bid Form based on actual needs. The Airport will pay the vendor at the unit prices included on the Bid Form for the actual quantities, and no adjustments to the unit prices will be considered or paid based on variations of the quantity estimates included on the Bid Form.

6.3.4 Unless otherwise specified in the Bidding Documents the Airport will determine the low Bidder on the basis of all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, plus the amounts of all Additives and Alternates to be included in the Contract Award Amount at the time of award. The Contract Award Amount will be all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, plus the Additive or Deductive amounts and all Alternates that Airport has selected to be included in the Contract as of the time of award.

6.3.5 Airport will select the responsible Bidder with the lowest responsive Bid and notify such Bidder within 50 calendar days (unless the number of days is modified in the Bidding Documents) after the Bid Deadline or reject all Bids. Within 10 calendar days after receipt of notice of award as the responsible Bidder with the lowest responsive Bid, Bidder shall submit to Airport all of the following items:
  • Three originals of the Contract signed by Bidder.
  • Payment Bond if required for the Contract Award Amount.
  • Performance Bond if required for the Contract Award Amount.
  • Certificate of Insurance and endorsements required by the Contract.
6.3.6 If Bidder submits three originals of the signed Contract and all other items required to be submitted to Airport within 10 days after receipt of notice of award as the responsible Bidder with the lowest responsive Bid, and if all such items comply with the requirements of the Bidding Documents and are acceptable to Airport, Airport will sign the Contract and return a signed copy of the Contract to Bidder.

6.3.7 If Airport consents to the withdrawal of the Bid of the responsible Bidder with the lowest responsive Bid, or the responsible Bidder with the lowest responsive Bid fails or refuses to sign the Contract or submit to Airport all of the items required by the Bidding Documents, within 10 days after receipt of notice of award, Airport may revoke award of the Contract and award a Contract to the responsible Bidder with the next lowest responsive Bid, until all Bids are exhausted, or reject all Bids. If the Airport revokes award of a Contract because the Bidder has failed or refused, within 10 days after receipt of notice of award, to sign the Contract or submit to Airport all of the items required by the Bidding Documents, the Bidder shall be liable to the Airport for forfeiture of its Bid Bond.

ARTICLE 7
BID PROTEST

7.1 FILING A BID PROTEST

7.1.1 If the Airport selects a responsible Bidder with the lowest responsive Bid, then any Bidder, person, or entity may file a Bid protest with the Airport Project Manager. The Bid protest shall specify the reasons and facts upon which the protest is based and shall be filed in writing with the Airport not later than 2 business days after the date of the Bid opening.

7.1.2 If the Airport selects a responsible Bidder with the lowest responsive Bid and a Bid is rejected by the Airport, and such rejection is not in response to a Bid protest, then any Bidder, person or entity may dispute that rejection by filing a Bid protest (limited to the rejection) within 2 business days of the rejection.

7.2 RESOLUTION OF BID CONTROVERSY

7.2.1 Airport will investigate the basis for the Bid protest and analyze the facts. Airport will notify Bidder whose Bid is the subject of the Bid protest of evidence presented in the Bid protest and evidence found as a result of the investigation, and, if deemed appropriate, afford Bidder an opportunity to rebut such evidence, and permit Bidder to present evidence that it should be allowed to perform the Work. If deemed appropriate in the sole discretion of the Airport Project Manager, an informal hearing may be held. Airport will issue a written decision within 15 days following receipt of the Bid protest, unless factors beyond Airport’s reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by Airport. A copy of the decision will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all
Bidders affected by the decision. As used in this Article 7, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the lowest responsible and responsive Bidder for the Contract.

7.2.2 Bidder whose Bid is the subject of the protest, all Bidders affected by the Airport's decision on the protest, and the Bidder who made the protest may appeal the Airport's decision on the protest. The appeal must be in writing and shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal. If an appeal is made by the Bidder who made the protest, such appeal is limited to only those reasons and facts that were filed in writing pursuant to Article 7.1.1. The appeal must be received by close of business not later than the 5th day following appellant's receipt of the Airport’s written decision on the protest.

A copy of the appeal shall be sent to all parties involved in the Bid protest and to Airport. An appeal received after close of business is considered received as of the next business day. If the final date for receipt of an appeal falls on a Saturday, Sunday, or Airport holiday, the appeal will be considered timely only if received by close of business on the following business day.

7.2.3 The Airport Chief Executive Officer will review the Airport's decision and the appeal, and issue a written decision, or if appropriate in the sole discretion of the Airport Chief Executive Officer, appoint a person to conduct a hearing and issue a written decision. If a hearing is held, the hearing shall be held not later than the 10th day following the appointment of the person unless the person for good cause determines otherwise. The written decision of the person will state the basis of the decision, and the decision will be final and not subject to any further appeal to Airport. The Airport will complete its internal Bid protest procedures before award of the Contract.
Spokane International Airport  
Special Provisions  

**Automatic Door Maintenance and Service #44-999-003-00**

The following Special Provisions are modifications to the Instructions to Bidders for Purchase of Services & Goods and apply only to the above named project.

<table>
<thead>
<tr>
<th>Article</th>
<th>Modification</th>
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<tr>
<td>1.7</td>
<td>Shall be modified to read: The term “Estimated Hours” means the estimated hours for service and repair work.</td>
</tr>
<tr>
<td>1.9</td>
<td>Shall be modified to read: The term “Total Bid Amount” means the sum stated on the Bid Form for which Bidder offers to perform the work or provide the goods described in the Bidding Documents, but not including Unit Price items, Alternates, or Additives.</td>
</tr>
<tr>
<td>3.3</td>
<td>Does not apply.</td>
</tr>
<tr>
<td>6.3.3</td>
<td>Shall be modified to read: The labor hours included on the Bid Form are only estimates. The Airport reserves the right, during the term of the Contract, to increase or decrease the number of labor hours based on actual needs. The Airport will pay the contractor at the hourly rate included on the Bid form for labor hours worked and no adjustments to the hourly rates will be considered or paid based on variations of the hours estimated included on the Bid Form.</td>
</tr>
<tr>
<td>6.3.4</td>
<td>Shall be modified to read: Unless otherwise specified in the Bidding Documents the airport will determine the low Bidder on the basis of all hourly rates multiplied by their respective Estimated Hours as stated in the Bid Form, plus the sum of B.1 of Section 1.06 of the Bid Form to be included in the Contract Award Amount at the time of award. The Contract Award Amount will be all Hourly Rates multiplied by their respective Estimated Hours as stated in the Bid Form, plus the sum of B.1 of Section 1.06 of the Bid Form to be included in the Contract as of the time of award.</td>
</tr>
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Automatic Door Maintenance and Service

CONTRACT #44-999-003-00

BID FORM

1.01 TO: Spokane Airport Board
9000 W. Airport Drive, # 204
Spokane, Washington 99224

1.02 FOR: Automatic Door Maintenance and Service, Contract #44-999-003-00

1.03 DATE: ________________ (Bidder to enter date)

1.04 SUBMITTED BY: (Bidder to enter name and address)
Bidder’s Full Name & Address ____________________________

1.05 MANDATORY PRE-BID CONFERENCE and WALK THROUGH– Friday, October 3, 2014 at 10:00 A.M.

1.06 OFFER
A. For the purposes of this Bid Form the Airport estimates labor hours for repairs for one (1) year as follows: one hundred sixty (160) estimated hours at regular hourly wage, overtime (time and a half) hours of twenty (20) estimated hours.

B. The bid for item B.1 below shall cover all costs associated with the terms of the Service Contract and Attachment A, Section 1, to the Service Contract. Having examined the place of work and all matters referred to in the Bidding Documents for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the services at the following prices:

B.1 Preventive maintenance for fifty (50) doors. (1 Year) $ _____________

B.2 Hourly rate $ _______/ hr x 160 Estimated Hours = $ _____________

B.3 Overtime rate (time & one-half) $ _______/ hr x 20 Estimated Hours = $ _____________

C. Sales Tax @ 8.7% $ _____________

Total Bid Amount (B.1+B.2+B.3+C) $ _____________

1.07 ADDENDA
A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all cost are included in the Bid Sum.

1. Addendum# ______
2. Addendum #_______
3. Addendum #_______
4. Addendum #_______
1.08 BID FORM SIGNATURE (S)

A. Undersigned affirms and designates his office of record to which notices may be mailed or faxed is the same as the address listed below:

1. Company: __________________________________________ (Legal Entity Name)

2. Submitted by: ________________________________________ (Original Signature)

3. Date of Signature ______________________________________

4. Print name and title: _________________________________

5. Address: __________________________________________

6. Telephone: __________________________________________

7. Fax: _______________________________________________

8. E-mail: _____________________________________________

9. Contractor’s License No. ______________________________

10. State L & I Acct No. _________________________________

11. UBI/ Revenue No. ___________________________________

12. Sales Tax ID No. ____________________________________

END OF BID FORM
This Bidder’s Checklist is provided as a matter of convenience only for Bidders to assist in the preparation of a Bid. It is not intended to be a comprehensive list of all bidding requirements and is not a substitute for the requirements of the Bidding Documents. Use of this Bidder’s Checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Bidding Documents related to preparation of a Bid. Failure to submit a Bid as required by the Bidding Documents may result in your Bid being declared non-responsive and not considered further.

**BID FORM**

- Acknowledge all Addenda on the Bid Form
- Sign the Bid Form
- Submit the authorized Bid Form

**BONDS**

- Supply Bid Bond in the amount of 5% of the Total Bid Proposal including Washington State Sales Tax
- Supply Payment Bond for 100% of the Contract Sum including Washington State Sales Tax
- Supply Performance Bond for 100% of the Contract Sum including Washington State Sales Tax
**Overtime Codes**

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. **ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.**

   B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

   G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.

   J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.

   K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

   M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
1. N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.

P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.

R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

S. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.

W. All hours worked on Saturdays and Sundays (except makeup days due to conditions beyond the control of the employer) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.

Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.

Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.
2. **ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.**

   **B.** All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

   **C.** All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.

   **F.** The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.

   **G.** All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

   **H.** All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

   **O.** All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.

   **R.** All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.

   **U.** All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.

   **W.** The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.

3. **ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.**

   **A.** Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar ($1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
3. C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am on Saturdays, shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.

F. All hours worked Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1 1/2) times the regular rate of pay.

I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

4. **ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.**

A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.

**Holiday Codes**


Benefit Code Key – Effective 8-31-2014 thru 3-3-2015


Holiday Codes Continued


Benefit Code Key – Effective 8-31-2014 thru 3-3-2015


Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

**Holiday Codes Continued**


B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President’s Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

F. Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas Day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.


H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
I. Holidays: New Year’s Day, President’s Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

J. Holidays: New Year’s Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

K. Holidays: New Year’s Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

L. Holidays: New Year’s Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

M. Paid Holidays: New Year's Day, The Day after or before New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.

O. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

R. Paid Holidays: New Year's Day, the day after or before New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

T. Paid Holidays: New Year's Day, The Day After Or Before New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, and The Day After Or Before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
8. A. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
   - Over 50’ To 100’ - $2.00 per Foot for Each Foot Over 50 Feet
   - Over 100’ To 150’ - $3.00 per Foot for Each Foot Over 100 Feet
   - Over 150’ To 220’ - $4.00 per Foot for Each Foot Over 150 Feet
   - Over 220’ - $5.00 per Foot for Each Foot Over 220 Feet

C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
   - Over 50’ To 100’ - $1.00 per Foot for Each Foot Over 50 Feet
   - Over 100’ To 150’ - $1.50 per Foot for Each Foot Over 100 Feet
   - Over 150’ To 200’ - $2.00 per Foot for Each Foot Over 150 Feet
   - Over 200’ - Divers May Name Their Own Price

D. Workers working with supplied air on hazmat projects receive an additional $1.00 per hour.

L. Workers on hazmat projects receive additional hourly premiums as follows - Level A: $0.75, Level B: $0.50, and Level C: $0.25.

M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: $1.00, Levels C & D: $0.50.

N. Workers on hazmat projects receive additional hourly premiums as follows - Level A: $1.00, Level B: $0.75, Level C: $0.50, and Level D: $0.25.

P. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: $2.00, Class B Suit: $1.50, Class C Suit: $1.00, and Class D Suit $0.50.

Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

R. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.