

SPOKANE AIRPORT BOARD

SPOKANE, WA



BIDDING DOCUMENTS

FOR

**CAR WASH PREVENTIVE MAINTENANCE,
REPAIRS AND SERVICES**

ITB #24-40-9999-001-00

WEDNESDAY, NOVEMBER 1, 2023

SPOKANE AIRPORT BOARD

Car Wash Preventive Maintenance, Repairs and Services, ITB #24-40-9999-001-00

TABLE OF CONTENTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

I. BIDDING INFORMATION

- 00 11 16 Invitation to Bid
- 00 21 13 Instructions to Bidders
- 00 22 13 Special Provisions to Instructions to Bidders

II. BID PROPOSAL

- 00 41 00 Bidder’s Checklist
- 00 41 53 Bid Proposal Form
- 00 43 36 Subcontractor List
- 00 43 43 Certification of Compliance with Wage Payment Statutes

III. GENERAL CONDITIONS

- 00 52 13 Sample Contract
- 00 72 10 General Conditions for Spokane Airports Public Works Construction
- 00 72 11 Supplement to General Conditions
- 00 73 30 General Civil Rights Provisions

DIVISION 01 – GENERAL REQUIREMENTS

- 01 11 00 Summary of Work

MAP



INVITATION TO BID

Sealed bids will be received by the Spokane Airport Board at the Spokane International Airport, 9000 West Airport Drive, Suite 204, Spokane, Washington 99224 until November 17, 2023 at 2:00 PM for:

CAR WASH PREVENTIVE MAINTENANCE, REPAIRS AND SERVICES, ITB #24-40-9999-001-00

AT

SPOKANE INTERNATIONAL AIRPORT

It shall be the duty of each Bidder to submit his/her bid on or before the hour and date specified. Any bids received after the time for opening cannot and will not be considered.

Pre-bid meeting will be held on November 7, 2023 at 1:00 PM at the SIA Event Center - see map for details. Attendance is highly encouraged for Prime Contractors but not mandatory. Optional non-binding site visit only appointment may be scheduled at the convenience of Airport staff.

The general nature of the Work is as follows:

Perform monthly Preventive Maintenance (PMs), Repairs and Services to the Airport's Complimentary Car Wash.

Contract Documents are available at <http://business.spokaneairports.net/bids>. Questions during the bid period should be directed to Chance Abbey at cabbey@spokaneairports.net. Bid results (after bid opening) are available on the SIA website at <http://business.spokaneairports.net/bids>.

A Contract according to the General Conditions, Supplementary Conditions, and Addendums (if applicable) shall be signed prior to work commencing. Each bid must be accompanied by a cashier's check or surety bid bond, in an amount of not less than five percent (5%) of the total bid for all bid schedules (including sales tax). A performance bond, payment bond, and liability insurance in accordance with the contract documents will be required for the Contract. This is a prevailing wage project per applicable State Law.

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 pursuant to the terms of the Instruction to Bidders and General Conditions. The contract will be awarded to the lowest responsive and responsible bidder. All bidders are cautioned to be aware of the requirement to have their bids considered responsive.

Spokane International Airport is an Equal Opportunity Employer and encourages Women, Minority, Disadvantaged Business Enterprises, and small businesses to participate in the competitive bidding process.

Spokane Airport Board

Car Wash Preventive Maintenance, Repairs and Services
ITB #24-40-9999-001-00

Section 00 11 16
Invitation to Bid

Publication and dates:

The Spokesman Review: November 1st – November 15th, 2023

Posted on-line - Spokane International Airports Website: <http://business.spokaneairports.net/bids/>.

* * * * *

END OF INVITATION TO BID

SPOKANE AIRPORTS PUBLIC WORKS CONSTRUCTION

INSTRUCTIONS TO BIDDERS

Updated February 08, 2021

TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS

ARTICLE 2 - BIDDER'S REPRESENTATIONS

ARTICLE 3 - BIDDING DOCUMENTS

3.1 COPIES

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.3 PRODUCT SUBSTITUTIONS

3.4 SUBCONTRACTORS

3.5 ADDENDA

ARTICLE 4 - PRE-BID CONFERENCE

ARTICLE 5 - BIDDING PROCEDURES

5.1 FORM AND STYLE OF BIDS

5.2 BID SECURITY

5.3 SUBMISSION OF BIDS

5.4 MODIFICATION OR WITHDRAWAL OF BID

ARTICLE 6 - CONSIDERATION OF BIDS

6.1 OPENING OF BIDS

6.2 REJECTION OF BIDS

6.3 AWARD

ARTICLE 7 - BID PROTEST

7.1 FILING A BID PROTEST

7.2 RESOLUTION OF BID CONTROVERSY

ARTICLE 1
DEFINITIONS

1.1 Except as otherwise specifically provided in these Instructions to Bidder, definitions set forth in the General Conditions or in other Contract Documents are applicable to all Bidding Documents, including these Instructions to Bidders.

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, and are incorporated into the Bidding Documents.

1.3 The term "Alternate" means a change in the Work proposed by the Airport, as described in the Bidding Documents which, if accepted by the Airport, may result in a change to either the Contract Sum or the Contract Time, or both.

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

1.5 The term "Bid Form" means only the forms furnished by the Airport for submission of a Bid.

1.6 The term "Bid Security" is defined in Article 5.2.1 of these Instructions to Bidders.

1.7 The term "Bidder" means a person or firm that submits a Bid.

1.8 The term "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda thereto.

1.9 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.

1.10 The term "Calendar Day" means any day including a Saturday, a Sunday, and the holidays specified herein, if any.

1.11 The term "Contract" means the contract or agreement awarded by the Airport Board of Directors to the lowest responsive, responsible Bidder in connection with the performance of the Project.

1.12 The term "Estimated Quantity" means the estimated quantity of an item of Unit Price Work.

1.13 The term "Facility" means the Airport's office issuing the Bidding Documents.

1.14 The term "Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including Unit Price items or Alternates.

1.15 The term "Planholder" means a person or entity known by the Airport to have received a complete set of Bidding Documents and who has provided a street address for receipt of any written pre-Bid communications.

1.16 The term "Unit Price" means an amount stated in the Bid for which Bidder offers to perform an item of Unit Price Work for a fixed price per unit of measurement.

1.17 The term "Unit Price Work" means any portion of the Project where the quantity and/or price of the Work is an estimate and unable to exact quantification.

ARTICLE 2

BIDDER'S REPRESENTATIONS

2.1 Bidder, by making a Bid, represents, warrants, and covenants to the Airport 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 and carefully examined the Project site and is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Contract Documents.

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

2.1.4 At the time of submission of the Bid, Bidder and all Subcontractors, regardless of tier, and their respective principals, shall have the appropriate current and active licenses issued by the State of Washington for the Work to be performed, have any licenses specifically required by the Bidding Documents, and certify they are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from participation in this Project by any Federal or State department or agency. Bidder will include this clause without modification in all lower tier transactions, solicitation, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement. If Bidder is a joint venture, at the time of submission of the Bid, Bidder shall have all required licenses in the name of the joint venture itself.

2.1.5 The Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), will affirmatively support any Contract entered into pursuant to this Bid, including Disadvantaged Business Enterprises, will be afforded full and fair opportunity to submit Bids in response to this Call for Bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an Award. Furthermore, the 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 the Bidder.

2.1.8 Bidder is aware of and, if awarded the Contract, will comply with applicable code requirements in its performance of the work.

2.1.9 Bidder has given written notice to Airport of any errors, inconsistencies, or ambiguities in the Bidding Documents.

2.1.10 Bidder has made such examination and investigation necessary and is satisfied as to the conditions to be encountered in connection with the Project and the requirements of the Bidding Documents and Contract Documents.

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 Advertisement for Bids for the fee stated therein.

3.1.2 Bidders shall use only 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 Work 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 all components of the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once give written notice to Airport's Representative of known or perceived 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 subcontractors or suppliers, or any person or entity under Bidder on the Contract 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 of product, material or equipment will be considered prior to award of Contract if a Contract is awarded. If a Contract is awarded, substitutions of product, material or equipment will only be considered after award of the Contract and as provided for in the Contract Documents.

3.4 SUBCONTRACTORS

3.4.1 Each Bidder shall list in the Bid Form all first-tier Subcontractors that will perform work or labor. Bidders' attention is directed to the requirements of RCW 39.30.060 as amended, which is incorporated herein by reference; provided, however the Airport requires Bidders to submit as part of the Bid (NOT within one hour after Bid time) the names of subcontractors with whom the Bidder, if awarded the Contract, will subcontract for performance of the work, or to name itself for the work.

The Bid Form contains spaces for the following information when listing Subcontractors: (1) portion of the Work; (2) name of Subcontractor; (3) city of Subcontractor's business location. The failure to list, on the

Bid Form, any one of the items set forth above will result in the Airport treating the Bid as if no Subcontractor was listed for that portion of the Work and Bidder will thereby represent to Airport that Bidder agrees that it is fully qualified to perform that portion of the Work and shall perform that portion of the Work.

3.4.2 Subcontractors listed in the Bid Form shall only be substituted after the Bid Deadline with the written consent of Airport and in accordance with fair practices and applicable law.

3.4.3 Failure to comply with any provision of this Article 3.4 shall render a Bid to be nonresponsive.

3.5 ADDENDA

3.5.1 Addenda will be issued only by Airport and only in writing. Addenda will be identified as such and will be delivered to all Bidders on the Planholder List.

3.5.2 Addenda will be available for inspection at the place where the Bidding Documents are on file for inspection.

3.5.3 Addenda will be issued such that Planholders should receive them no later than two full Business Days prior to the Bid Deadline. Addenda withdrawing the request for Bids or postponing the Bid Deadline may be issued anytime prior to the Bid Deadline.

3.5.4 Each Bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has received all issued Addenda.

ARTICLE 4 PRE-BID CONFERENCE

4.1 Bidder shall attend the Pre-Bid Conference at which the requirements of the Bidding Documents are reviewed by Airport, comments and questions are received from Bidders, and a Project site visit is conducted. Airport requires all Pre-Bid Conference attendees to arrive for the meeting on time and to sign an attendance list, which in turn is used to determine if Bidders meet this requirement. Any Bidder not attending the 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 only on the Bid Form included with the Bidding Documents and not on any other form or document. Bids not submitted on the Airport's Bid Form shall be rejected.

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. Failure to comply with the requirements of this Article 5.1.2 will result in the Bid being rejected as nonresponsive.

5.1.3 All blanks on the Bid Form shall be completed. Bidder's failure to submit a price for any Alternate, Unit Price or Bid item, or Bidder's act of leaving any item blank on the Bid Form, 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, the Bidder shall indicate "No Change," "No Bid," or "Not Applicable" by marking the appropriate box.

5.1.4 Bidder shall make no stipulations on the Bid Form nor qualify the Bid in any manner.

5.1.5 The Bid Form shall be signed by a person or persons legally authorized to act on behalf of the Bidder. Bidder's Representative shall sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

5.2 BID SECURITY

5.2.1 Each Bid shall be accompanied by Bid Security 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. Bid Security shall be a Bid Bond, or a certified check made payable to "Spokane Airport Board."

5.2.2 If the apparent lowest responsive, responsible Bidder, as determined by the Airport, for any reason fails or refuses 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 reject such Bidder's Bid and select the next apparent lowest responsible Bidder 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 difference, not to exceed the amount of the Bid Security, between the amount of the Bid of the Bidder so rejected and the greater amount for which Airport procures the Work.

5.2.3 If a Bid Bond is submitted, the signature of the person executing the Bid Bond must be notarized. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer shall be included with the Bid Bond. Additionally, the surety issuing the Bid Bond shall be, on the Bid Deadline, identified in the U.S. Department of the Treasury's Circular 570.

5.2.4 Bid Security will be returned after the Contract has been awarded if a Contract is awarded. Notwithstanding the preceding sentence, if a Bidder fails or refuses, within 10 Calendar Days after receipt of Notice of Intent to 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 Security. If the Bid Security is in the form of a Bid Bond, the Bid Security will be retained until the Airport has been appropriately compensated; if the Bid Security is in the form of certified check, the Airport will negotiate said check and after deducting its damages, return any balance to Bidder.

5.3 SUBMISSION OF BIDS

5.3.1 The Bid Form, Bid Security, acknowledgement of addenda, 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 Call for Bids. The envelope shall be identified with the Project name, Bidder's name, and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. 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.

5.3.2 Bids shall be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to the Bidder unopened.

5.3.3 Bidder shall assume full responsibility for timely delivery to the location designated for receipt of Bids.

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

5.4 MODIFICATION OR WITHDRAWAL OF BID

5.4.1 Prior to the Bid Deadline, a submitted Bid may be modified or withdrawn by notice to the Airport. Such notice shall be in writing and signed by an authorized representative of the 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.

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

5.4.3 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

5.4.4 Bids may not be modified, withdrawn, or canceled within 60 Calendar Days after the Bid Deadline unless otherwise provided in Addenda.

ARTICLE 6 **CONSIDERATION OF BIDS**

6.1 OPENING OF BIDS

6.1.1 Bids which have the required identification as required in Article 5.3.1 and are received on or before the Bid Deadline will be opened publicly. After publicly opening Bids, the Airport may post in a public place at the address where the Bids are received (unless another address is specified in the Bidding Documents) an initial bid matrix that identifies Bidders and their respective Bid. Such initial bid matrix shall not be construed as making any determination regarding whether any Bidder is responsive or responsible.

6.2 REJECTION OF BIDS

6.2.1 Airport will have the right to reject all Bids, for any reason or no reason, anytime prior to award of the Contract.

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

6.3 AWARD

6.3.1 Airport will have the right, but is not required, to waive nonmaterial 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 Airport and who is not rejected by Airport for failing or refusing, within 10 Calendar Days after receipt of Notice of Intent to Award, to sign the Contract or submit to Airport all of the items required by the Bidding Documents.

6.3.2 Airport will have the right to accept or reject Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents. The opening of Bids and evaluation of Alternates will be conducted in accordance with a procedure that, at Airport's option, either (i) prescribes, prior to the time of Bid opening, the order in which Alternates will be selected or (ii) prevents, before the determination of the apparent low Bidder has been made, information that would identify any of the Bidders from being revealed to the representative of the Airport selecting the Alternates to be used in determining the low Bidder.

6.3.3 Airport will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid, or all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, plus the amounts of all Alternates to be included in the Contract Sum at the time of award. The Contract Sum will be the sum of the Lump Sum Base Bid and the additive or deductive amounts for all Alternates that Airport has selected to be included in the Contract Sum as of the time of award.

6.3.4 Any discrepancy on the Bid Form with the multiplication of any Unit Price and its respective Estimated Quantity will be resolved in favor of the Unit Price. Any discrepancy between words and numerals, the words shall govern. Any discrepancy on the Bid Form between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

6.3.5 Upon determining the apparent lowest responsive and responsible Bidder, the Airport will post the Bid results identifying the lowest responsive and responsible Bidder in a public place at the address where the Bids are received (unless another address is specified in the Bidding Documents).

6.3.6 Airport will select the apparent lowest responsive and responsible Bidder and notify such Bidder within 50 Calendar Days (unless the number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all Bids. Within 10 Calendar Days after receipt of Notice of Intent to Award, Bidder shall submit to Airport the following items:

- Two originals of the Contract signed by Bidder.
- Names of all Subcontractors, with their addresses, telephone number, facsimile number, contact person, portion of the Work and any designation of any Subcontractor as a Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Women-owned Business Enterprise (WBE), etc.; and
- Any other documents, information or items reasonably required by the Airport.

The following items will be provided by the Bidder at the Pre-Construction Conference, prior to issuance by the Airport of the Notice to Proceed:

- Payment Bond required by the General Conditions.
- Performance Bond required by the General Conditions.
- Certificate of Insurance required by the General Conditions.
- Preliminary Contract Schedule as required by the General Conditions.
- Cost Breakdown as required by the General Conditions; and
- Any other documents, information or items reasonably required by the Airport.

6.3.7 Prior to award of the Contract, Airport will notify Bidder in writing, if Airport, after due investigation, objects to a Subcontractor or Superintendent proposed by Bidder, in which case Bidder shall propose a substitute acceptable to Airport. Substitution of Superintendent shall be made in accordance with Article 3 of the General Conditions. Substitution of a Subcontractor shall be made in accordance with Article 5 of the General Conditions. Failure of Airport to object to a proposed Superintendent or Subcontractor prior to award shall not preclude Airport from requiring replacement of Superintendent or any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated prior to award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

6.3.8 If Bidder submits two originals of the signed Contract and all other items required to be submitted to Airport within 10 Calendar Days after receipt of Notice of Intent to Award as the apparent lowest responsive and responsible Bidder, and if all such items comply with the requirements of the Bidding Documents and are acceptable to Airport, Airport will award the Contract to Bidder by signing the Contract and returning a signed copy of the Contract to Bidder.

6.3.9 If Airport consents to the withdrawal of the Bid of the apparent lowest responsive and responsible Bidder, or the apparent lowest responsive and responsible Bidder fails or refuses to sign the Contract or submit to Airport all of the items required by the Bidding Documents, within 10 Calendar Days after receipt of Notice of Intent to Award, or that Bidder is not financially or otherwise qualified to perform the Contract, may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all Bids are exhausted, or reject all Bids. Any Bidder whose Bid is rejected because the Bidder has failed or refused, within 10 Calendar Days after receipt of Notice of Intent to Award, to sign the Contract or submit to Airport all of the items required by the Bidding Documents, shall be liable to the Airport for all resulting losses, costs, and damages actually incurred by the Airport.

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 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 posting pursuant to Article 6.3.5 of these Instructions to Bidders.

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.

7.1.3 By filing a Bid protest, the Bidder represents and warrants that Bidder has not lobbied, discussed, or otherwise engaged in any communications with regards to the Bid protest, and will refrain from the same, with any member of the Airport Board of Directors, Airport Chief Executive Officer, Airport Project Manager, or any other Airport officer, employee, or representative. Such lobbying, discussion or

communications shall constitute a waiver of Bidder's ability to pursue a Bid protest as set forth in this Article 7.

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 at the sole discretion of the Airport Project Manager, an informal hearing may be held. Airport will issue a written decision within 15 Calendar 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 the 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 to the Airport Chief Executive Officer. 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 and such Bidder shall be prohibited raising new, supplemental, or additional reasons or facts on appeal. The appeal must be received by close of business not later than 7 Calendar Days following the Airport's transmittal to appellant of 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 10 Calendar Days 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.

END OF INSTRUCTIONS TO BIDDERS

SPECIAL PROVISIONS TO INSTRUCTIONS TO BIDDERS

The following Special Provisions are modifications to the Instructions to Bidders and apply only to the above-named project.

ARTICLE 3
BIDDING DOCUMENTS

- 3.4 SUBCONTRACTORS – Not Applicable
- 3.5 ADDENDA
- 3.5.1 Addenda will be issued only by Airport and only in writing. Addenda will be posted on the SIA website at <http://business.spokaneairports.net/bids>.

ARTICLE 4
PRE-BID CONFERENCE

- 4.1 Bidder may attend the Pre-Bid Conference at which the requirements of the Bidding Documents are reviewed by Airport, and comments and questions are received from Bidders. A Project site visit may be conducted.

END OF SPECIAL PROVISIONS TO INSTRUCTIONS TO BIDDERS

BIDDER'S CHECKLIST

This Bidder's Checklist is provided as a matter of convenience 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 in 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.

Check off each of the following as completed:

- Bid Proposal Form: Submitted on appropriate form, filled out legibly and completely. Failure to fill in any of the blanks shall be grounds for setting aside bid as non-responsive.
- Subcontractor List: Submitted on appropriate form, filled out legibly and completely.
- Certification of Compliance with Wage Payment Statutes, filled out legibly and completely.
- Bid Security attached in the Amount of 5% of Total Bid (Bid plus WSST) as per Article 5.2 of the Instructions to Bidders.
- Bid is submitted in a sealed opaque envelope, identified with the following:
 - ITB Name and Number
 - Bidder's Name
 - Bidder's Address

Deadlines

- Pre-bid meeting will be held at the SIA Event Center - see map for details at 1:00 PM on November 7, 2023. Attendance is highly encouraged for Prime Contractors. Please refer to the attached map or call for directions if needed.
- Questions must be submitted in writing to cabbey@spokaneairports.net and are due no later than 2:00 PM on Thursday, November 09, 2023.
- Answers to questions will be provided by email no later than 5:00 PM on Monday, November 13, 2023.
- Sealed bids must be received no later than November 17, 2023 at 2:00 PM to the Airport Administration office, 9000 West Airport Drive, Suite 204, Spokane, WA 99224.

END OF BIDDERS CHECKLIST

Spokane Airport Board

Car Wash Preventive Maintenance, Repairs and Services
ITB #24-40-9999-001-00

Section 00 41 53
Bid Proposal Form

BID PROPOSAL FORM

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

1.02 FOR: Spokane International Airport
Purchased Service

1.03 DATE: _____ (Bidder to enter date)

1.04 SUBMITTED BY: (Bidder to enter name and address)

A. Bidder's Full Name & Address

1.05 PRE-BID CONFERENCE – November 7, 2023

1.06 CERTIFICATIONS BY BIDDER

A. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm, or corporation. The undersigned further certifies that no member, officer, or agent of OWNER'S has direct or indirect financial interest in this proposal.

1.07 OFFER

- A. The bid for Item No. 1 below shall cover all costs associated with the terms of the Service Contract and Attachment A to the Service Contract.
- B. The bid for Item No. 2 through 4 below rate and percentage will remain firm through the first year of the contract.
- C. Having examined the Place of the Work and all matters referred to in the Contract Documents, including the Instruction to Bidders and General Conditions, for the above-mentioned project, we, the undersigned, hereby offer to enter a Contract to perform the Work for the amount calculated as follows:

Spokane Airport Board

Car Wash Preventive Maintenance, Repairs and Services
 ITB #24-40-9999-001-00

Section 00 41 53
 Bid Proposal Form

Item	Description	Estimated Quantity	Units	Hourly Rate/Mark-up %	Total
1	Preventative and Remedial Maintenance	12	Months	\$	\$
Hourly Wage Rates (Prevailing Wage Required) and Mark-ups Percentage					
2	Technician Hourly Rate for Repairs/Services as specified in ITB	200	Hours	\$	\$
3	Replacement Parts	\$20,000.00	Annual \$ + % = Total	%	\$
<i>All cost other than those on the bid form are incidental and must be included in bid amount</i>					
Item	Description	Estimated Quantity	Units	Cost per gal./bag	Total
4	Car Wash Chemicals				
	Low pH Presoak	180	Gallons		\$
	High pH Presoak	180	Gallons		\$
	Drying Agent	100	Gallons		\$
	Water Softener Salt	100	40 lb. bags		\$
<i>All cost other than those on the bid form are incidental and must be included in bid amount</i>					
Subtotal					\$
WSST @9.0%					\$
Total					\$

1.08 ACCEPTANCE

- A. This offer shall be open to acceptance and irrevocable for sixty (60) calendar days from bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within fourteen (14) calendar days of receipt of Notice of Intent to Award, unless otherwise identified.
 - 2. Furnish required bonds and insurance within fourteen (14) calendar days of receipt of Notice of Intent to Award
 - 3. Commence work within seven (7) calendar days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s) the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the instructions to

Spokane Airport Board

Car Wash Preventive Maintenance, Repairs and Services
ITB #24-40-9999-001-00

Section 00 41 53
Bid Proposal Form

Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

- E. By submitting and signing this Bid Form, we certify that we comply with the conditions of the Contract Documents, including the Instruction to Bidders and General Conditions.

1.09 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# _____ Dated _____.
- 2. Addendum# _____ Dated _____.
- 3. Addendum# _____ Dated _____.
- 4. Addendum# _____ Dated _____.

BID FORM CONTINUED ON NEXT PAGE

Spokane Airport Board

Car Wash Preventive Maintenance, Repairs and Services
ITB #24-40-9999-001-00

Section 00 41 53
Bid Proposal Form

1.12 BID FORM SIGNATURE(S)

A. Undersigned designated 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. Print name and title:

4. Address: _____

5. Telephone: _____

6. Fax: _____

7. E-mail: _____

8. Contractor's License No: _____

9. State L & I Acct No: _____

10. UBI/ Revenue No: _____

11. Sales Tax ID No: _____

12. Employment Security No: _____

1.13 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF BID PROPOSAL FORM

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES
To be submitted with the Bid Proposal Form

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date November 1, 2023, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder’s Business Name

Signature of Authorized Official

Printed Name

Title

Date City State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

END OF CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

Spokane Airport Board

Car Wash Preventive Maintenance, Repairs and Services
ITB # 24-40-9999-001

Section 00 52 13
Sample Service Contract

Contract #24-40-9999-001-000-00

SERVICE CONTRACT

BETWEEN

SPOKANE AIRPORT

AND

SAMPLE

TABLE OF CONTENTS

1. TERM..... 3

2. FEES 3

3. SCOPE OF WORK..... 4

5. CONTRACTOR’S RIGHTS AND OBLIGATIONS 5

6. SECURITY 5

7. INDEMNITY AND WAIVER OF DAMAGES..... 7

8. INSURANCE..... 7

9. FORCE MAJEURE..... 8

10. NON-PERFORMANCE..... 8

11. CANCELLATION OF CONTRACT..... 8

12. ADVERTISING AND SIGNS..... 8

13. LEGAL CLAIMS AND ATTORNEY FEES 9

14. ANTI-KICKBACK..... 9

15. GOVERNMENT RESERVATIONS AND RESTRICTIONS..... 9

16. CONTRACT SUBORDINATE TO BOND ORDINANCE 10

17. TITLE VI ASSURANCES..... 10

18. MAINTENANCE OF RECORDS..... 11

19. SEVERABILITY..... 11

20. NON-WAIVER OF BREACH 11

21. SUBMISSION OF CONTRACT..... 11

22. SURVIVAL OF INDEMNITIES..... 11

23. APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY 11

24. NOTICES..... 12

25. TIME OF ESSENCE..... 12

26. PARAGRAPH HEADINGS 12

Contract #24-40-9999-001-00

SERVICE CONTRACT

THIS SERVICE CONTRACT made and entered into this _____ day of _____, 2023, 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 [Click or tap here to enter text.](#), a Company organized and existing under the laws of the State of [Click or tap here to enter text.](#), 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 Car Wash Preventive Maintenance, Repairs and Services for the Airport to the extent of the Bid Proposal made by the Contractor, dated the _____ day of _____, 2023, all in full compliance with the Contract Documents referred to herein; and

WHEREAS, the CONTRACT DOCUMENTS, including the signed copy of the BID PROPOSAL, the SPECIAL CONDITIONS and ADDENDUM [Click or tap here to enter text.](#), all titled Car Wash Preventive Maintenance, Repairs and Services, ITB # 24-40-9999-001, are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein.

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 January 1, 2024:

1. TERM

The term of this Contract shall be one (1) year commencing January 1, 2024, and expiring on December 31, 2024. The Airport shall have the option to renew this Contract for four (4) additional one (1) year term(s), 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 ninety (90) days prior to the expiration of the current term.

2. FEES

A. For the term commencing January 1, 2023, and expiring December 31, 2023, the Airport shall pay to the Contractor a **monthly** fee of () dollars for the monthly

preventative maintenance services outlined in the proposal. Said **monthly** fee does not include Washington State Sales Tax, in accordance with the terms set forth Attachment A. Contractor shall submit to Airport a detailed invoice of all fees, charges or costs for the preceding month, and payment by Airport shall be due thirty (30) days after Airport’s receipt of such detailed invoice.

B. Other Services: For the term commencing January 1, 2023, and expiring on December 31, 2023, the Airport shall pay to the Contractor an hourly rate of _____ (\$_____) for Other Services requested by SIA. Hourly rates only apply to those items listed but not limited to Attachment A. Holiday and Overtime rates shall be determined according to the Benefit Code Key provided by Washington State Labor and Industries. Said hourly fee does not include Washington State Sales Tax.

C. Fees quoted shall be firm for the term 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 sixty (60) 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. All amendments or modification to this Contract, including but not limited to a fee change, shall be mutually-agreeable and set forth in a separate writing executed by both Contractor and the Airport.

D. 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 November 17, 2023. A copy of the applicable prevailing wage rates is also available for viewing at the office of the Airport, located at 9000 W Airport Dr., #204, Spokane, WA 99224. Upon request, the Airport will mail a hard copy of the applicable prevailing wages for this project.

E. Contractor’s reporting system shall be sufficient for all reporting. 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 for the calendar year.

F. The total value of this contract for any and all services pursuant to FEES, for the term commencing January 1, 2023, and expiring on December 31, 2023, shall not exceed _____ (_____).

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 Washworld distributor and technician.
- 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 the work set forth in Attachment A 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 \$60.00. Contractor shall also pay a \$40.00 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 of the access media issued for the affected lock or device.

D. The Contractor will comply with rules, practices, security restrictions and regulations as set forth by 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.

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. ANTI-KICKBACK

No officer or employee of the Airport, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

15. 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 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 any 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.

16. 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.

17. TITLE VI ASSURANCES

During the performance of this Contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations: Consultant shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination: The Consultant, with regard to the work performed by them during the Contract shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

C. Solicitation of Subcontracts Including the Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the obligations under this Contract and the Regulations relative to nondiscrimination.

D. Information and Reports: The Consultant, and all subcontractors and suppliers of the Consultant, shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Airport or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Airport or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Consultant's non-compliance with the nondiscrimination provisions of this Contract, the Airport shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to withholding of payments to Consultant until Consultant complies, and/or cancellation, termination, or suspension of the agreement in whole or in part.

18. MAINTENANCE OF RECORDS

Consultant shall make available to the Airport's auditor, or his fully authorized representative, all records created as a result of the Contract including pertinent information which Consultant shall have kept in conjunction with this Contract and which the Airport may be required by law to include or make part of its auditing procedures, or which may be required for the purpose of funding the service contracted for herein. Consultant agrees to maintain a copy of said records for a minimum of seven (7) years following completion of its services.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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

Spokane Airport Board

Car Wash Preventive Maintenance, Repairs and Services
ITB # 24-40-9999-001

Section 00 52 13
Sample Service Contract

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.

24. 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
Parking & Ground Transportation 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.

25. 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.

26. 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.

SIGNATURE PAGE FOLLOWS

Spokane Airport Board

Car Wash Preventive Maintenance, Repairs and Services
ITB # 24-40-9999-001

Section 00 52 13
Sample Service Contract

IN TESTIMONY WHEREOF, witness the signature of the parties hereto the day and year first above written:

SPOKANE AIRPORT BOARD:

APPROVED AS TO FORM:

By: Lawrence J. Krauter
Chief Executive Officer

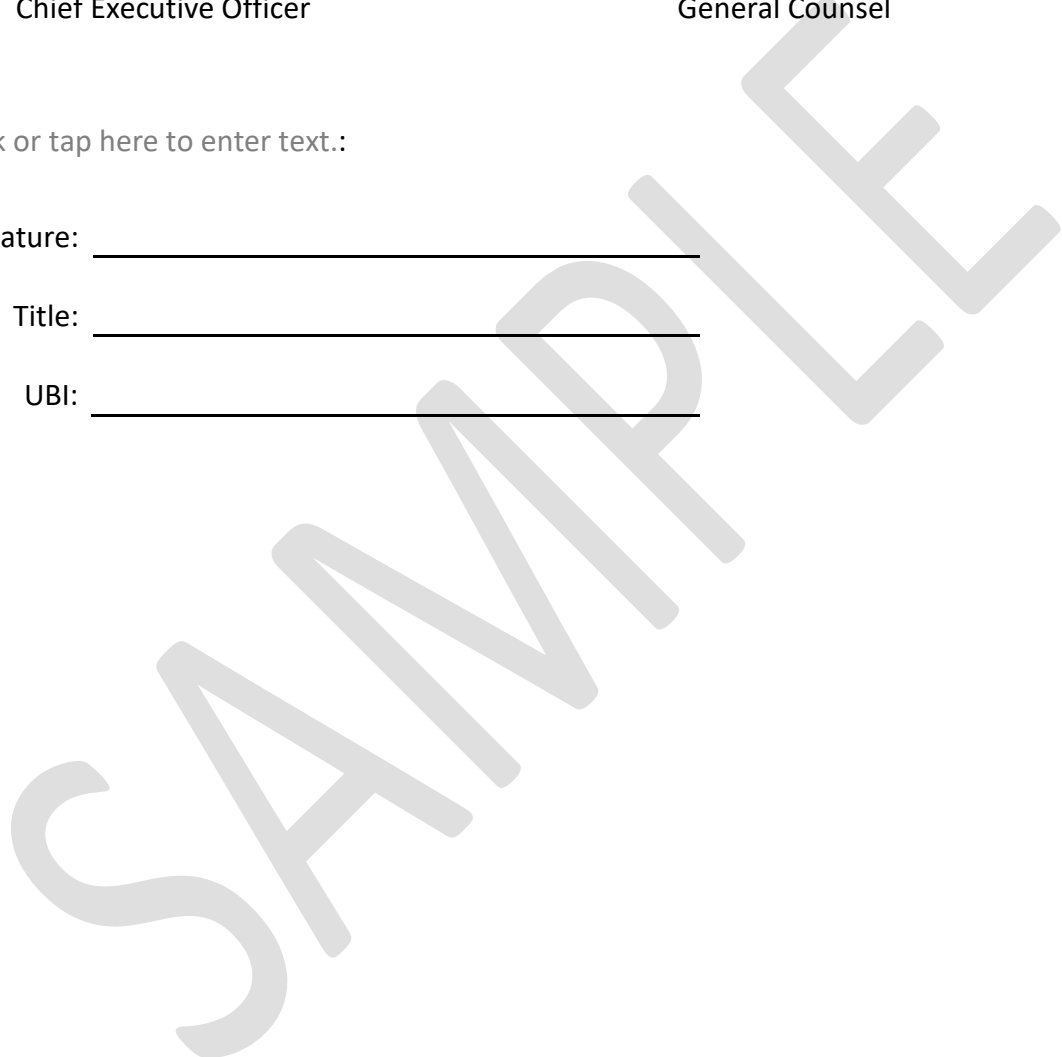
By: Brian M. Werst
General Counsel

Click or tap here to enter text.:

Signature: _____

Title: _____

UBI: _____



Spokane Airport BoardCar Wash Preventive Maintenance, Repairs and Services
ITB #24-40-9999-001Section 00 72 10
General Conditions

<u>PART</u>	<u>Page</u>	<u>PART</u>	<u>Page</u>
PART 1 – GENERAL PROVISIONS		5.17	Clean Up 17
1.01	Definitions 2	5.18	Access to Work 17
1.02	Order of Precedence 3	5.19	Other Contracts 17
1.03	Execution and Intent 3	5.20	Subcontractors and Suppliers 17
		5.21	Warranty of Construction 18
PART 2 – INSURANCE AND BONDS		5.22	Indemnification 18
2.01	Contractor's Liability Insurance 4	PART 6 – PAYMENTS AND COMPLETION	
2.02	Coverage Limits 5	6.01	Contract Sum 19
2.03	Insurance Coverage Certificates 5	6.02	Schedule of Values 19
2.04	Payment and Performance Bonds 5	6.03	Unit Items 19
2.05	Additional Bond Security 5	6.04	Application for Payment 19
2.06	Builder's Risk 5	6.05	Progress Payments 20
PART 3 – TIME AND SCHEDULE		6.06	Payments Withheld 20
3.01	Progress and Completion 6	6.07	Retainage and Bond Claim Rights 21
3.02	Construction Schedule 6	6.08	Substantial Completion 21
3.03	Owner's Right to Suspend the Work for Convenience 6	6.09	Prior Occupancy 21
3.04	Owner's Right to Stop the Work for Cause 7	6.10	Final Completion, Acceptance, and Payment 21
3.05	Delay 7	PART 7 – CHANGES	
3.06	Notice to Owner of Labor Disputes 8	7.01	Change in the Work 22
3.07	Damages for Failure to Achieve Timely Completion 8	7.02	Change in Contract Sum 22
		7.03	Change in the Contract Time 25
PART 4 – SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS		7.04	Differing Site Conditions 26
4.01	Discrepancies and Contract Document Review 8	PART 8 – CLAIMS & DISPUTE RESOLUTION	
4.02	Project Record 9	8.01	Claims et al 26
4.03	Shop Drawings 9	PART 9 – TERMINATION OF THE WORK	
4.04	Organization of Specifications 9	9.01	Termination by Owner for Cause 27
4.05	Ownership and Use of Drawings, Specifications, and Other Documents 10	9.02	Termination by Owner for Convenience 27
PART 5 – PERFORMANCE		PART 10 – MISCELLANEOUS	
5.01	Contractor Control and Supervision 10	10.01	Governing Law 28
5.02	Permits, Fees and Notices 11	10.02	Successors and Assigns 28
5.03	Patents and Royalties 11	10.03	Meaning of Words 28
5.04	Prevailing Wages 11	10.04	Rights and Remedies 28
5.05	Hours of Labor 11	10.05	Contractor Registration 28
5.06	Nondiscrimination 12	10.06	Time Computations 28
5.07	Safety Precautions 12	10.07	Records Retention 28
5.08	Operations, Material Handling, and Storage Areas 14	10.08	Third-Party Agreements 28
5.09	Prior Notice of Excavation 15	10.09	Antitrust Assignment 28
5.10	Unforeseen Physical Conditions 15	10.10	Pay for Units Constructed 29
5.11	Protection of Existing Structures, Equipment Vegetation, Utilities, and Improvements 15	10.11	Suspension of Work 29
5.12	Layout of Work 15	10.12	Maintenance During Suspension 29
5.13	Material and Equipment 15	10.13	Extensions of Time 29
5.14	Availability and Use of Utility Services 15	10.14	Temporary Water Pollution/Erosion Control 29
5.15	Tests and Inspection 16	10.15	Control of Material 29
5.16	Correction of Nonconforming Work 16	10.16	Archaeological and Historical Objects 29
		10.17	Temporary Traffic Control 29
		10.18	Airport Security Plan Violations 29
		10.19	Litigation Costs and Expenses 29

PART 1 - GENERAL PROVISIONS

1.01 DEFINITIONS

- A. "Application for Payment" means a written request in a format approved by Owner submitted by Contractor to A/E for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.
- B. "A/E" means an Architect, Engineer, or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- C. "Change Order" means a written instrument signed by Owner, Contractor and Engineer stating their mutual agreement upon all of the following: a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- D. "Claim" means Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in Part 8.
- E. "Contract Award Amount" is the sum of the Base Bid and any accepted Alternates.
- F. "Contract Documents" means the Advertisement for Bids, Instructions for Bidders, completed Form of Proposal, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Public Works Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.
- G. "Contract Sum" is the total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Documents.
- H. "Contract Time" is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- I. "Contractor" means the individual, partnership, firm, corporation, company, or joint venture contracting with the Owner to do prescribed Work.
- J. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- K. "Excavation" means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than 12 inches in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line.
- L. "Final Acceptance" means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents.
- M. "Final Completion" means that the Work is fully and finally completed in accordance with the Contract Documents.
- N. "Force Majeure" means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in Part 3.05A.
- O. "Major Contract Item" is any item that is listed in the Bid Proposal of which the total cost is equal to or greater than 20% of the total amount of the awarded Contract amount."
- P. "Minor Contract Item" is any item that is not a "Major Contract Item."
- Q. "Notice" means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.
- R. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run.
- S. "Owner" means the Spokane Airport Board, a joint operation of the City of Spokane and Spokane County, or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.

- T. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.
- U. "Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion.
- V. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in Part 3.02.
- W. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- X. "Project Record" means the separate set of Drawings and Specifications as further set forth in Part 4.02A.
- Y. "Schedule of Values" means a written breakdown allocating the total Contract Sum to each principal category of Work, in such detail as requested by Owner.
- Z. "Shop Drawings" means documents and other information required to be submitted to A/E by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment.
- AA. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- AB. "Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
- AC. "Subcontractor" means any individual, partnership, firm, corporation, company, or joint venture who is sublet part of the Contract by the Contractor.
- AD. "Substantial Completion" means that stage in the progress of the Work where Owner has full and unrestricted use and benefit of the facilities for the

purposes intended, as more fully set forth in Part 6.07.

- AE. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.02 ORDER OF PRECEDENCE

Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order:

1. Signed Public Works Contract/Agreement, including any Change Orders, any Special Forms.
2. Addenda.
3. Supplementary Conditions.
4. WSDOT Amendments or FAA General Provisions, if identified or referenced in the Contract Documents.
5. Modifications to the General Conditions.
6. General Conditions for Spokane Airport Public Works Construction.
7. Specifications--provisions in Division 1 shall take precedence over provisions of any other Division.
8. Drawings--in case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings.
9. Signed and Completed Bid/Proposal Form.
11. Instructions to Bidders, including Supplementaries.
12. Advertisement for Bids.

1.03 EXECUTION AND INTENT

Contractor makes the following representations to Owner:

1. The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents;

- 2. Contractor has carefully reviewed the Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may or could be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof;
- 3. Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and
- 4. Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

aggregate limit of liability shall apply to this Project. Coverage shall be based on an occurrence form and include the hazards of: Construction Operation, (b) Subcontractors and Independent Contractors, (c) Products and Completed Operations applicable to the additional insureds with Completed Operations to remain in force from the date of Final Acceptance of the Work until the statue of repose. CGL shall also include Contractual Liability coverage sufficient to meet the requirements of the Contract (including defense cost and attorney fees assumed under the Contract in addition to the required limits of liability).

- 2. Commercial Auto Liability Insurance written on ISO form CA 0001 Edition date of 10/13 or equivalent covering all owned, leased, hired and non-owned vehicles used in connection with the Contract.

- B. Contractor shall comply with the Washington State Industrial Insurance Act and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.
- C. All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.
- D. All insurance coverages shall be endorsed to include Owner, the City of Spokane, the County of Spokane, and their elected and appointed officials, agents, and employees, each as an additional named insured for Work performed in accordance with the Contract Documents, and all insurance certificates shall evidence additional insured. This insurance shall be primary to any insurance maintained by the additional insureds, with the additional insured insurance being noncontributory. This insurance shall include a waiver of subrogation in favor of the additional insured and shall include the severability of interest of the insureds and shall include a waiver of subrogation in favor of the additional insureds. The Additional Insured Endorsements must be on Form CG 2010, or CG2010 (10/01) plus CG 2037 (10/01) or equivalent and for Autos a CA 2048 or equivalent.
- E. Contractor shall ensure and require that Subcontractors have insurance coverage to cover bodily injury and property damage on all operations and all vehicles owned or operated by

PART 2 - INSURANCE AND BONDS

2.01 CONTRACTOR'S LIABILITY INSURANCE

Prior to commencement of the Work, Contractor shall obtain all the insurance and bonds required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance by Owner shall not relieve or decrease the liability of Contractor. Companies writing the insurance to be obtained by this Part 2 shall be licensed to do business under Title 48 RCW or comply with the Surplus Lines Law of the State of Washington. Contractor shall include in the Contract Sum the cost of all insurance and bond costs required to complete the Work. Insurance carriers providing insurance shall be acceptable to Owner, and its A. M. Best rating shall be no less than A- VII and shall be indicated on the insurance certificates.

- A. Contractor shall maintain the following insurance coverage during the Work and until the statue of repose after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by Part 5.16.
 - 1. Commercial General Liability Insurance (CGL) written on ISO form CG 0001 Edition date 10/01 or equivalent and shall confer a status or contain endorsement (Form CG 2503 or equivalent) requiring that the general

Subcontractors. Subcontractors shall name Contractor and Owner, the City of Spokane, the County of Spokane, and their elected and appointed officials, agents, and employees, each as an additional named and give at least 30 Days' Notice of cancellation.

- F. In accordance with RCW 60.28 the Owner will not withhold retainage, if funded in whole or in part by Federal funds. The Contractor shall in this case provide a retainage bond in the amount of 5% of the total Contract amount in lieu of the Owner withholding retainage, as identified in the General Conditions.

2.02 COVERAGE LIMITS

The coverage limits shall be not less than the amounts specified in the Agreement; if limits are not specified in the Agreement, coverage limits shall be not less than as follows:

- A. Limits of Liability shall not be less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage (other than Automobile liability) Each Occurrence; Personal Injury and Advertising Liability Each Occurrence.
- B. \$2,000,000 Combined Single Limit Annual General Aggregate.
- C. \$2,000,000 Annual Aggregate for Products and Completed Operations Liability.
- D. \$1,000,000 Combined Single Limit for Automobile Bodily Injury and Property Damage Liability, Each Accident or Loss.
- E. For work on the AOA or in close proximity to Aircraft, limits will be a minimum of \$5,000,000.
- F. Coverages and Minimums: Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable provisions of law. Contractor may, at its expense, purchase larger coverage amounts. Contractor's policy shall be designated primary coverage for both defense and indemnity, and any Owner's policies excess.

2.03 INSURANCE COVERAGE CERTIFICATES

- A. Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance coverage and additional insured endorsements.

B. All insurance certificates shall name Owner's Project number and Project title.

- C. All insurance certificates shall specifically require 45 Days prior notice to Owner of cancellation or any material change, except 30 days for surplus line insurance.

2.04 PAYMENT AND PERFORMANCE BONDS

Payment and performance bonds for 100% of the Contract Award Amount and state sales tax, shall be furnished for the Work, using the current version of the Payment Bond and Performance Bond form published by and available from the American Institute of Architects (AIA) -- AIA A312 Payment Bond Form and AIA A312 Performance Bond Form or equivalent separate payment and performance bond forms. No payment or performance bond is required if the Contract Sum is \$150,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 10% of the Contract Sum.

2.05 ADDITIONAL BOND SECURITY

Contractor shall promptly furnish payment and performance bonds from an alternate surety if:

- A. Owner has a reasonable objection to the surety; or
- B. Any surety fails to furnish reports on its financial condition if requested by Owner.

2.06 BUILDER'S RISK

- A. Contractor shall purchase and maintain builder's risk insurance, including coverage for portions of Work stored off-site and portions of Work in transit, in the amount of the insurable value, including all Change Orders, for the Work on a replacement cost basis until Substantial Completion. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear.
- B. Builder risk insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a

result of such insured loss. Contractor shall be responsible for any deductible.

- C. Builders risk insurance shall provide for partial occupancy or use, the insurance company or companies providing builder risk insurance shall consent to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.
- D. Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Part 2.06. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 45 days' prior written notice has been given to the Owner.
- E. Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's subconsultants, separate contractors described in Part 5.19, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Part 2.06, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the Person or entity had an insurable interest in the property damaged.

PART 3 – TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

Contractor shall diligently prosecute the Work to achieve Substantial Completion within the Contract Time.

3.02 CONSTRUCTION SCHEDULE

- A. Unless otherwise identified, the Contractor shall submit a preliminary Progress Schedule at the preconstruction meeting. The Progress Schedule shall show the sequence in which Contractor

proposes to perform the Work, and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.

- B. Unless otherwise provided in Division 1, the Progress Schedule shall be in the form of a bar chart, or a critical path method analysis. The preliminary Progress Schedule may be general, showing the major portions of the Work, with a more detailed Progress Schedule submitted as directed by Owner.
- C. Review by Owner of Contractor's schedule does not constitute an approval or acceptance of Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Owner may withhold a portion of progress payments until a Progress Schedule has been submitted which meets the requirements of this part.
- D. Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in Part 3.05, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule.
- E. Contractor shall promptly notify Owner in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Progress Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.

3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

- A. Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 days, or for such longer period as mutually agreed.

B. Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed the Owner shall either:

1. Cancel the written notice suspending the Work; or
2. Terminate the Work covered by the notice as provided in the termination provisions of Part 9.

C. If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.

D. Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in Part 7.

3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

A. If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.

B. Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

3.05 DELAY

A. Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure are limited to:

1. Acts of God or the public enemy;
2. Acts or omissions of any government entity;3. Fire or other casualty for which Contractor is not responsible;
4. Quarantine or epidemic;
5. Strike or defensive lockout;
6. Unusually severe weather conditions which could not have been reasonably anticipated after having reviewed local historical weather data; and
7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.

B. Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to Part 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.

C. Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the negligence of Owner, provided the Contractor makes a request according to Parts 7.02 and 7.03.

D. Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.

E. To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to Part 7.03, but shall not be entitled to an adjustment in Contract Sum.

F. Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

3.06 NOTICE TO OWNER OF LABOR DISPUTES

- A. If Contractor has knowledge that any actual or potential labor dispute is delaying or may delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.
- B. Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

- A. Liquidated Damages
 - 1. Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.
 - 2. The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from periodic payments to the Contractor.
 - 3. Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.
 - 4. Liquidated damages shall be assessed at not less than \$1,000 (unless specifically called out as a different amount in the agreement between

the parties) per calendar day for each day beyond the contract completion date that the Work remains incomplete.

PART 4 – SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

- A. The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Drawings, Specifications, and other provisions of the Contract Documents.
- B. The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
- C. Contractor shall carefully study and compare the Contract Documents with each other and with written information furnished by Owner. If, during the performance of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to the A/E in writing.
- D. Contractor shall do no Work without applicable Drawings, Specifications, or written modifications, or Shop Drawings where required, unless instructed to do so in writing by Owner. If Contractor performs any construction activity, and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.
- E. Contractor shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.
- F. Questions regarding interpretation of the requirements of the Contract Documents, missing

information, or need of further clarification shall be referred to the A/E in the form of Request for Information (RFI).

4.02 PROJECT RECORD

- A. Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order proposals. This separate set of Drawings and Specifications shall be the "Project Record."
- B. The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD". The Project Record shall be updated at least weekly noting all changes and shall be available to Owner and A/E at all times.
- C. Contractor shall submit the completed and finalized Project Record to A/E prior to Final Acceptance.

4.03 SHOP DRAWINGS

- A. Shop Drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its' own expense. Owner may duplicate, use, and disclose Shop Drawings provided in accordance with the Contract Documents.
- B. Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Shop Drawings submitted to A/E without evidence of Contractor's approval shall be returned for

resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for A/E review. A/E will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the A/E has approved or taken other appropriate action. Owner and A/E shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.

- C. Approval, or other appropriate action with regard to Shop Drawings, by Owner or A/E shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from full responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner or A/E shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- D. If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If A/E approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.
- E. Unless otherwise provided in Division I, Contractor shall submit to A/E for approval 5 copies of all Shop Drawings. Unless otherwise indicated, 3 sets of all Shop Drawings shall be retained by A/E and 2 sets shall be returned to Contractor.

4.04 ORGANIZATION OF SPECIFICATIONS

Specifications are prepared in sections which conform generally with trade practices. These sections are for

Owner and Contractor convenience and shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.

4.05 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

- A. The Drawings, Specifications, and other documents prepared by A/E are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E, and A/E shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.
- B. The Drawings, Specifications, and other documents prepared by the A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and A/E. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E appropriate to and for use in the execution of their Work.
- C. Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in Part 5.22 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this Part.
- D. The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or

their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PART 5 – PERFORMANCE

5.01 CONTRACTOR CONTROL AND SUPERVISION

- A. Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.
- B. Performance of the Work shall be directly supervised by a competent superintendent who is satisfactory to Owner and has authority to act for Contractor. The superintendent shall not be changed without the prior written consent of Owner.
- C. Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, their employees and agents, including but not limited to their suppliers and materialmen.
- D. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, require Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.
- E. Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, and permits and permit drawings.

5.02 PERMITS, FEES, AND NOTICES

- A. Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner.
- B. Permits and utility fees are called for and shall be included in Contractor's bid.
- C. Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

5.03 PATENTS AND ROYALTIES

Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

5.04 PREVAILING WAGES

- A. Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries. All determinations of the prevailing rate of wage shall be made by the industrial statistician of the Washington State Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.
- B. Before commencing the Work, Contractor shall file a statement under oath with Owner and with the Director of Washington State Department of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.

Statements of Intent to Pay Prevailing Wages are required from the Contractor and all subcontractors prior to the approval of the first progress payment. Affidavits of Wages Paid are required for the Contractor and all subcontractors prior to release of retainage.

- C. Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Washington State Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.
- D. Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefiled statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Washington State Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made. Certified payrolls for the Contractor and all Subcontractors shall be submitted to the Owner by the Contractor on a weekly basis unless previously waived in writing by the Owner.
- E. In compliance with chapter 296-127 WAC, Contractor shall pay to the Washington State Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Washington State Department of Labor and Industries for certification.

5.05 HOURS OF LABOR

- A. Contractor shall comply with all applicable provisions of RCW 49.28 and they are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight hours of each calendar day shall be not less than one and one-half times the rate allowed for this same amount of time during eight hours' service.
- B. Notwithstanding the preceding paragraph, RCW 49.28 permits a contractor or subcontractor in any

public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty hours per week, worked pursuant to any such agreement.

- C. Contractor shall be responsible for additional Owner's Representative costs, including but not limited to survey, inspection, etc. and other costs incurred by the Owner for contractor work over 40 hours per week.

5.06 *NONDISCRIMINATION*

A. Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Equal Employment Act of 1972, sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1974, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, the Washington State Law Against Discrimination, RCW 49.60, and Gubernatorial Executive Order 85-09. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.

B. During performance of the Work:

- 1. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.
- 2. Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.
- 3. Contractor shall send to each labor union, employment agency, or representative of

workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.

- 4. Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this Part of the Contract Documents.
- 5. Contractor shall include the provisions of this Part in every Subcontract.
- 6. RCW 49.60 is incorporated herein by reference.

C. Additionally, for Contracts funded by the Federal Aviation Administration ("FAA"):

- 1. Discrimination in all tiers of employment is prohibited by, among other laws and regulations, Title VI of the Civil Rights Act of 1964, on the basis of race, creed, color, national origin, or sex in the performance of the Work.
- 2. The Contractor shall carry out applicable requirements of 49 CFR 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs in the Award and administration of FAA Contracts.
- 3. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contractor or such other remedy as the Owner deems appropriate, which may include but is not limited to:
 - a. Withholding monthly progress payments;
 - b. Assessing sanctions;
 - c. Liquidated damages; and/or
 - d. Disqualifying the Contractor from future bidding as non-responsible.

5.07 *SAFETY PRECAUTIONS*

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions

- and programs in connection with the performance of the Work. The Contractor shall be responsible for the safety of all workers and shall comply with all appropriate state safety and health standards, codes, rules, and regulations, including, but not limited to, those promulgated under the Washington Industry Safety and Health Act, RCW 49.17 (WISHA) and as set forth in Title 296 WAC (Washington State Department of Labor and Industries). In particular the Contractor's attention is drawn to the requirements of WAC 296-800 which requires employers to provide a safe workplace. More specifically WAC 296-800-11025 prohibits alcohol and narcotics in the workplace. The Contractor shall likewise be obligated to comply with all federal safety and health standards, codes, rules, and regulations that may be applicable to the Contract Work.
- B. In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.
- C. Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.
- D. Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals used in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
1. Information. At a minimum, Contractor shall inform persons working on the Project site of:
 - a. The requirements of chapter 296-62 WAC, General Occupational Health Standards;
 - b. Any operations in their work area where hazardous chemicals are present; and
 - c. The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by chapter 296-800WAC.
 2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:
 - a. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
 - b. The physical and health hazards of the chemicals in the work area;
 - c. The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
 - d. The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
- E. Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
1. Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or ordinance, but in no case

- shall any such hazardous substance be stored more than 90 days on the Project site.
2. Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
- F. All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
- G. In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall also act if so authorized or instructed by Owner or authorized representative.
- H. Nothing provided in this Part shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.
- 5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS**
- A. Contractor shall confine all operations, including storage of materials, to Owner-approved areas.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by Contractor at its expense upon completion of the Work.
- C. Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Materials measured and paid for by weight shall be in accordance with Section 1-09.2 of the Standard Specifications for Road, Bridge, and Municipal Construction, 2020, M 41-10, Washington State Department of Transportation, which is incorporated herein by reference, including all citations and cross-references contained within 1-09.2 on the 2020 Standard Specifications.
- E. Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.
- F. Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.
- G. Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

5.09 PRIOR NOTICE OF EXCAVATION

Before commencing any excavation, Contractor shall provide notice of the scheduled commencement of excavation to all owners of underground facilities or utilities, through locator services.

5.10 UNFORESEEN PHYSICAL CONDITIONS

Differing site conditions (Changed Conditions) will be handled according to Section 1-04.7 of the WSDOT 2020 Standard Specifications for Road, Bridge, and Municipal Construction M 41-10. Section 1-04.7 is included herein by reference.

5.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES, AND IMPROVEMENTS

- A. Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are to be determined by Contractor in advance of actual physical work by Contractor. Contractor shall review and fully comply with RCW 19.122, State of Washington underground utility damage prevention act which is incorporated herein by reference. Contractor shall be responsible for repair of any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and either charge the cost to Contractor or deduct or offset the cost from any funds due Contractor.
- B. Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

5.12 LAYOUT OF WORK

- A. Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.
- B. Contractor shall lay out the Work from Owner-established baselines and bench marks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of

the Work. Contractor shall be responsible for executing the Work to the lines and grades that may be established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

5.13 MATERIAL AND EQUIPMENT

- A. All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of A/E, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents.
- B. Contractor shall do all concrete saw cutting, cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- C. Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this Work, in whatever stage of completion, may be rejected by Owner.

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

- A. Owner shall make all reasonable utilities available to Contractor from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor at prevailing rates charged to Owner or, where the utility is produced by Owner, at reasonable rates determined by Owner. Owner may also deduct or offset such cost from any funds due Contractor. Contractor will carefully conserve any utilities furnished.
- B. Contractor shall, at its expense and in a skillful manner satisfactory to Owner, install and maintain all necessary temporary connections and distribution lines, together with appropriate

protective devices, and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, Contractor shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

5.15 TESTS AND INSPECTION

- A. Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.
- B. Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:
1. Constitute or imply acceptance;
 2. Relieve Contractor of responsibility for providing adequate quality control measures;
 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
 5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- C. Neither observations by an inspector retained by Owner, the presence or absence of such inspector on

the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.

- D. Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. Owner may also deduct or offset such cost from any funds due Contractor. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

5.16 CORRECTION OF NONCONFORMING WORK

- A. If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes a request therefor as provided in Part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.
- C. Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.
- D. If, within one year after the date of Final Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties

established under Part 6.09, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to not be in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.

- E. Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.
- F. If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor, or deduct or offset the cost from any funds due Contractor.
- G. Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. Nothing contained in this Part shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one year as described in paragraph 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. If Owner prefers to accept Work which is not in

accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

5.17 CLEAN UP

Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor, or Owner may deduct or offset the cost from any funds due Contractor.

5.18 ACCESS TO WORK

Contractor shall provide Owner and A/E access to the Work in progress wherever located.

5.19 OTHER CONTRACTS

Owner may undertake or award other contracts for additional work at or near the Project site. Contractor shall reasonably cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

5.20 SUBCONTRACTORS AND SUPPLIERS

- A. Before submitting the first Application for Payment, Contractor shall furnish in writing to Owner the names, addresses, and telephone numbers of all Subcontractors, as well as suppliers providing materials in excess of \$2,500.00. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any Subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions.
- B. Contractor shall, prior to final progress payment, submit Owner-approved conditional lien releases from Contractor, subcontractors and suppliers performing work or providing materials in excess of \$2,500.00. Contractor shall, prior to release of retainage, submit Owner-approved unconditional lien releases from Contractor, subcontractors and suppliers performing work or providing materials in excess of \$2,500.00. All Subcontracts must be in

writing and signed by the parties thereto. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to

the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds.

- C. Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- D. Each Subcontract for a portion of the Work is hereby assigned by Contractor to Owner provided that:
1. The assignment is effective only after termination by Owner for cause pursuant to Part 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and
 2. Owner shall have assumed in writing all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
 3. The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

5.21 WARRANTY OF CONSTRUCTION

- A. In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed, by Contractor.
- B. With respect to all warranties, express or implied,

for Work performed or materials furnished according to the Contract Documents, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice;
2. Require all warranties to be executed, in writing, for the benefit of Owner;
3. Enforce all warranties for the benefit of Owner, if directed by Owner; and
4. Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranty should they extend beyond the period specified in the Contract Documents.

- C. The obligations under this Part shall survive Final Acceptance.

5.22 INDEMNIFICATION

- A. The Contractor shall defend, indemnify, and hold harmless the City and County of Spokane, their elected and appointed officials, the Spokane Airport Board, their Agents, Officers, and employees; and A/E, his Agents, Officers, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, losses, penalties, fines, costs, and expenses of whatsoever kind or character, including, but not limited to, attorneys' fees and expenses, whether for bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom, arising out of or in any manner caused or occasioned or claimed to be caused or occasioned by any act, error, omission, fault, or negligence of Contractor or any person or entity employed by or acting on his behalf, including, but not limited to, Subcontractors and vendors, their Subcontractors and sub vendors, and the employees and agents of any of the foregoing, in connection with or incident to the Contract or the Work to be performed thereunder, except where caused by the sole negligence of the indemnitee, unless otherwise specifically provided in this Part. For suits, actions, legal or administrative proceedings, claims, demands, damages, losses, penalties, fines, costs, and expenses caused by or resulting from the concurrent negligence of the Owner and the A/E or the Owner's or A/E's agents or employees and the Contractor or the Contractor's agents or employees, in situations where liability for damages arises from claims or bodily injury to persons or damage to property, the preceding

indemnity provision shall be valid and enforceable only to the extent of the Contractor's negligence.

Without limiting the foregoing, Contractor shall defend, indemnify, and hold harmless the City and County of Spokane, the Spokane Airport Board, their agents, officers and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, penalties, fines, costs, and expenses of whatsoever kind or character, including, but not limited to, attorneys' fees and expenses, arising out of or by reason of any damage or injuries (including death to any person or entity employed by or acting on Contractor's behalf under this Contract, except where caused by the sole negligence of the indemnitee, unless otherwise specifically provided in this Part. For suits, actions, legal or administrative proceedings, claims, demands, damages, losses, penalties, fines, costs, and expenses caused by or resulting from the concurrent negligence of the Owner and the A/E or the Owner's or A/E's agents or employees and the Contractor or the Contractor's agents or employees, in situations where liability for damages arises from claims of bodily injury to persons or damage to property, the preceding indemnity provision shall be valid and enforceable only to the extent of the Contractor's negligence.

The obligation of the Contractor under this Article shall not extend to the liability of the Owner and his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs, or specifications.

Contractor acknowledges that by entering into a Contract with Owner, he has mutually negotiated the above indemnity provisions with the Owner and knowingly waives all defenses regarding the validity or effectiveness of the same.

Contractor's indemnity and defense obligations shall survive the termination or completion of the Contract and remain in full force and effect until satisfied in full.

PART 6 – PAYMENTS AND COMPLETION

6.01 CONTRACT SUM

Owner shall pay Contractor the Contract Sum for performance of the Work, in accordance with the Contract Documents. The Contract Sum shall include all taxes imposed by law and properly chargeable to the Project, including sales tax.

6.02 SCHEDULE OF VALUES

Before submitting its first Application for Payment, Contractor shall submit to Owner for approval a breakdown allocating the total Contract Sum to each principal category of work, in such detail as requested by Owner ("Schedule of Values"). The approved Schedule of Values shall include appropriate amounts for demobilization, record drawings, O&M manuals, and any other requirements for Project closeout, and shall be used by Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

6.03 UNIT ITEMS

For unit items paid for by weight, the Contractor shall provide Owner with each load ticket of material delivered to Project site for each individual truck load on the same day of delivery. Contractor waives all rights and/or claims for payment of any material delivered to Project site for which Contractor does not provide Owner with a load ticket evidencing such material on the same day as delivery.

6.04 APPLICATION FOR PAYMENT

- A. At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.
- B. By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.011, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in Part 1.03 are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.
- C. At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.
- D. If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off

the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:

1. The material will be placed in a warehouse that is structurally sound, dry, lighted and suitable for the materials to be stored;
2. The warehouse is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;
3. Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project);
4. Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
5. The warehouse (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
6. Owner shall at all times have the right of access in company of Contractor;
7. Contractor and its surety assume total responsibility for the stored materials; and
8. Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish notice to Owner when materials are moved from storage to the Project site.

6.05 PROGRESS PAYMENTS

- A. Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with RCW 39.76.020 if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Unless funded in whole or in part by Federal funds, Owner shall retain 5% of the amount of each progress payment until 45 days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with RCW 60.28, Contractor may request that monies reserved be

retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor.

- C. Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.
- D. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.

6.06 PAYMENTS WITHHELD

- A. Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
 1. Work not in accordance with the Contract Documents and/or otherwise allow for deduction or offset from any funds due Contractor in accordance with the Contract Documents;
 2. Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
 3. Work by Owner to correct defective Work or complete the Work in accordance with Parts 5.16 and 5.17;
 4. Failure to perform in accordance with the Contract Documents; or
 5. Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions, including fines for acts of non-compliance with security regulations.
 6. Overtime work by Owner's Representative and assessed liquidated damages.
- B. In any case where part or all of a payment is going to be withheld for unsatisfactory performance,

Owner shall notify Contractor in accordance with RCW 39.76.020.

6.07 RETAINAGE AND BOND CLAIM RIGHTS

RCW chapters 39.08 and 60.28, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.

6.08 SUBSTANTIAL COMPLETION

- A. Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner can fully occupy the Work (or the designated portion thereof) for the use for which it is intended. All Work other than incidental corrective or punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. Once Substantial Completion is achieved, the Contractor will not be charged additional time under the Contract unless the Contractor fails to diligently work towards Final Completion. Owner's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved. Once Substantial Completion is achieved, the Contractor will have 10 days to schedule a punchlist walkthrough at a time mutually convenient to the parties. Once the punchlist is complete and received by the Contractor, the Contractor shall have 14 days to achieve Final Completion. If the Contractor fails to achieve contract completion within that timeframe, Contract Time will be re-started. Once Contractor achieves Final Completion, Contractor shall notify Owner in writing of same, and schedule a Final Inspection.
- B. Once Substantial Completion is achieved, the Contractor shall have 90 days to reconcile quantities with the Owner. The agreed upon quantities shall then be included in the following Application for Payment. Contractor waives all rights and/or claims for payment for any quantities in which Contractor did not reconcile quantities pursuant to this Part 6.08(B).

6.09 PRIOR OCCUPANCY

- A. Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: be deemed an acceptance of any portion of the Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.
- B. Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy, but only if such loss or damage is attributable to Owner. Contractor's one year duty to repair and any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

6.10 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

- A. Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing.
- B. Final Acceptance is the formal action of Owner acknowledging in writing Final Completion. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the Bonds required by this Contract, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum

or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in Part 8.

PART 7 – CHANGES

7.01 CHANGES IN THE WORK

- A. Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of written Contract Change Directive (CCD), which are ultimately incorporated into Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in Part 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.
- B. If Owner desires to order a change in the Work, it may request a written proposal from Contractor. Contractor shall submit a proposal within 7 days of the request from Owner, or within such other period as mutually agreed. Contractor's proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.
- C. Upon receipt of the proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in Parts 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change, Owner may direct Contractor to proceed immediately with the Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- D. If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a CCD,

which will become a Change Order once authorized by the Owner. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.

- E. If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 30 days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach an agreement, Contractor's only remedy shall be to file a Claim as provided in Part 8.

7.02 CHANGE IN CONTRACT SUM

- A. General Application
 - 1. The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order proposal.
 - 2. If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Part 3.05.
 - a. A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 7 days of the occurrence of the event giving rise to the request. For purposes of this Part, "occurrence" means when Contractor knew, or in its diligent

prosecution of the Work should have known of the event giving rise to the request. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.

b. Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 7 days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

c. Within 15 days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with paragraph 7.02A above with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor

shall demonstrate the impact on the critical path, in accordance with paragraph 7.03C. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

- d. Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- e. Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.

3. The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Contract Sum, shall be determined by one of the following methods:

- a. On the basis of a fixed price as determined in paragraph 7.02B.
- b. By application of unit prices to the quantities of the items involved as determined in paragraph 7.02C.
- c. On the basis of time and material as determined in paragraph 7.02D.

4. When Owner has requested Contractor to submit a Change Order proposal, Owner may direct Contractor as to which method in Part 7.02A3 to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or of a request for an equitable adjustment, on the basis of the fixed price method.

B. Change Order Pricing – Fixed Price

When the fixed price method is used to determine the value of any Work covered by a Change Order, or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:

- 1. Contractor's Change Order proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the

costs, including labor, material, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and shall be submitted on breakdown sheets in a form approved by Owner.

2. All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material, equipment, overhead, profit, bond and insurance costs.
3. If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state such assumptions in the proposal or request for an equitable adjustment.
4. The cost of any additive or deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on deductive changes in the Work. Where a change in the Work involves additive and deductive work by the same Contractor or Subcontractor, overhead, profit, bond and insurance markups will apply to the net difference.
5. If the total cost of the change in the Work or request for equitable adjustment does not exceed \$1,000, Contractor shall not be required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.
6. Any request for adjustment of Contract Sum based upon the fixed price method shall be subject to the following maximum markup percentages:
 - a. Contractor costs: This is defined as payments to Contractor for changed Work performed by Contractor. The maximum markup percentages for Contractor costs shall be a single markup percentage not-to- exceed ten percent (10%) of the net direct costs of: (1) direct labor and allowable labor burden costs applicable solely to the Change Order; (2) net cost of material and equipment incorporated solely into the Work covered by a Change Order; and (3) net rental cost of major equipment and related fuel costs solely necessary to complete the Work covered by a Change Order.

b. Subcontractor costs: This is defined as payments Contractor makes to Subcontractors for changed Work performed by Subcontractors of any tier. The Subcontractors' cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor. The maximum markup percentages for Subcontractor costs shall be a single markup percentage not-to- exceed five percent (5%) of the net direct costs of all Work covered by a Change Order and performed by a Subcontractor.

C. Change Order Pricing -- Unit Prices

1. Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:
 - a. Scope of Work to be performed;
 - b. Type of reimbursement including pre-agreed rates for material quantities; and
 - c. Cost limit of reimbursement.
2. Contractor shall:
 - a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Leave access as appropriate for quantity measurement; and
 - c. Not exceed any cost limit(s) without Owner's prior written approval.
3. Contractor shall submit costs in accordance with paragraph 7.02B and satisfy the following requirements:
 - a. Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit, and bond and insurance costs; and
 - b. Quantities must be supported by field measurement statements signed by Owner.

D. Change Order Pricing -- Time-and-Material Prices

1. Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:

- a. Scope of Work to be performed;
- b. Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
- c. Cost limit of reimbursement.

2. Contractor shall:

- a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
- b. Identify on daily time sheets all labor performed in accordance with said authorization. Submit copies of daily time sheets within 2 working days for Owner's review;
- c. Leave access as appropriate for quantity measurement;
- d. Perform all Work in accordance with this Part as efficiently as possible; and
- e. Not exceed any cost limit(s) without Owner's prior written approval.

3. Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:

- a. Labor detailed on daily time sheets; and
- b. Invoices for material.

7.03 CHANGE IN THE CONTRACT TIME

- A. The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order proposal.
- B. If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following

procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.

1. A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.

2. Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible, the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

3. Within 30 days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with paragraph 7.03B(2) with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format

- required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
4. Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- C. Any change in the Contract Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract Time, shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.
- D. Contractor may request compensation for the cost of a change in Contract Time in accordance with this paragraph, 7.03D, subject to the following conditions:
1. The change in Contract Time shall solely be caused by the fault or negligence of Owner, A/E or Force Majeure;
 2. Compensation under this paragraph is limited to changes in Contract Time for which Contractor is not entitled to be compensated under Part 7.02;
 3. Contractor shall follow the procedure set forth in paragraph 7.03B;
 4. Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 7.03C; and
 5. The daily cost of any change in Contract Time shall be limited to the items below, less funds that may have been paid pursuant to a change in the Contract Sum that contributed to this change in Contract Time:
 - a. Cost of nonproductive field supervision or;

- b. Cost of weekly meetings or similar indirect activities extended because of the delay;
- c. Cost of temporary facilities or equipment rental extended because of the delay;
- d. Cost of insurance extended because of the delay;
- e. General and administrative overhead in an amount to be agreed upon, but not to exceed 3% of Contract Sum divided by the Contract Time for each day of the delay.

7.04 DIFFERING SITE CONDITIONS

The parties agree that differing site conditions (Changed Conditions) will be handled in complete accordance with Section 1-04.7 of the Standard Specifications for Road, Bridge, and Municipal Construction, 2020, M 41-10, Washington State Department of Transportation, which is attached hereto by reference, including all citations and cross-references contained within 1-04.7, Section 1-08.8, 1-09.4, 1-05.1, 1-04.5, and 1-09.11 on the 2020 Standard Specifications. If there is a conflict between the Standard Specification and these General Conditions, the Standard Specifications shall govern.

PART 8 – CLAIMS & DISPUTE RESOLUTION

8.01 CLAIMS ET AL

The parties agree that disputes and claims will be handled in complete accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2020, M 41- 10, Washington State Department of Transportation, the following sections of which are made a part of this Contract and are attached hereto by reference: Section 1- 03.7, Judicial Review; Section 1-04.4, Changes; Section 1- 04.5, Procedure & Protest by the Contractor; Section 1- 04.7, Differing Site Conditions (Changed Conditions); Section 1- 08.10 Termination of Contract, Section 1-09.11, Disputes & Claims; Section 1-09.12, Audits; and Section 1-09.13, Claims Resolution. If there is a conflict between any other portion of these General Conditions and the 2020 Standard Specifications, referenced above, the Standard Specifications shall govern.

PART 9 – TERMINATION OF WORK

9.01 TERMINATION BY OWNER FOR CAUSE

- A. Owner may, upon 7 days written notice to Contractor, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for

cause upon the occurrence of any one or more of the following events:

1. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 2. Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 3. Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 4. Contractor repeatedly fails to supply skilled workers or proper materials or equipment, as determined in the sole discretion of Owner;
 5. Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;
 6. Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 7. Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Upon termination, Owner may at its option:
1. Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
 2. Accept assignment of subcontracts pursuant to Part 5.20; and
 3. Finish the Work by whatever other reasonable method it deems expedient.
- C. Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. When Owner terminates the Work in accordance with this Part, Contractor shall take the actions set forth in paragraph 9.02(B), and shall not be entitled to receive further payment until the Work is accepted.

E. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.

F. Termination of the Work in accordance with this Part shall not relieve Contractor or its surety of any responsibilities for Work performed.

G. If Owner terminates Contractor for cause, and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to Part 9.02.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

A. Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.

B. Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:

1. Stop performing Work on the date and as specified in the notice of termination;
2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
3. Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
4. Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
5. Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and
6. Continue performance only to the extent not terminated.

- C. If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of Part 7.
- D. If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10 – MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be the Superior Court of Spokane County, WA.

10.02 SUCCESSORS AND ASSIGNS

Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

10.03 MEANING OF WORDS

Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Reference to the Revised Code of Washington or Washington Administrative Code shall be

the code provision in effect or as may be amended. Wherever in the Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings, or required to complete the installation.

10.04 RIGHTS AND REMEDIES

No action or failure to act by Owner or A/E shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of an acquiescence in a breach therein, except as may be specifically agreed in writing.

10.05 CONTRACTOR REGISTRATION

Pursuant to RCW 39.06, Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

10.06 TIME COMPUTATIONS

When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

10.07 RECORDS RETENTION

The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records created or used for the work performed pursuant to this Contract, shall be retained for a period of not less than 6 years after the date of Final Acceptance.

10.08 THIRD-PARTY AGREEMENTS

The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor; or any persons other than Owner and Contractor.

10.09 ANTITRUST ASSIGNMENT

Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to

over charges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

10.10 PAY FOR UNITS CONSTRUCTED

Section 1-09.9, Payments, and Section 1-09.9(1) Retainage, of the WSDOT 2020 Standard Specifications, M 41-10, is incorporated herein by reference.

10.11 SUSPENSION OF WORK

Section 1-08.6, Suspension of Work, of the WSDOT 2020 Standard Specifications, M 41-10, is incorporated herein by reference.

10.12 MAINTENANCE DURING SUSPENSION

Section 1-08.7, Maintenance During Suspension, of the WSDOT 2020 Standard Specifications, M 41-10, is incorporated herein by reference.

10.13 EXTENSIONS OF TIME

Section 1-08.8, Extensions of Time, of the WSDOT 2020 Standard Specifications, M 41-10, is incorporated herein by reference.

10.14 TEMPORARY WATER POLLUTION/EROSION CONTROL

Section 1-07.15, Temporary Water Pollution Prevention, of the WSDOT 2020 Standard Specifications, M 41-10, is incorporated herein by reference.

10.15 CONTROL OF MATERIAL

The following sections of the WSDOT 2020 Standard Specifications, M 41-10, are incorporated herein by reference: 1-06.1, Approval of Materials Prior to Use; 1-06.1 (1), Qualified Products List; 1-06.1 (2), Request for Approval of Material; 1-06.2 (1) Samples and Tests for Acceptance.

10.16 ARCHAEOLOGICAL AND HISTORICAL OBJECTS

Section 1-07.16(4), Archaeological and Historical Objects, of the WSDOT 2020 Standard Specifications, M 41-10, is incorporated herein by reference

10.17 TEMPORARY TRAFFIC CONTROL

Section 1-10, Temporary Traffic Control, of the WSDOT 2020 Standard Specifications, M 41-10, is incorporated herein by reference.

10.18 AIRPORT SECURITY PLAN VIOLATIONS

Contractor shall comply with the Airport Security Program (ASP); 49 CFR 1542. Failure to comply with the ASP will result in a \$1,000.00 fine per violation incident. Upon the third violation, the Contractor may be subject to review by the Airport Board. All fines and or violations against Owner due to Contractor fault or negligence will be assessed against the Contractor and withheld from progress payments per Part 6.05. Actions by the Owner may include, but not limited to, removal of Contractor and/or Subcontractor(s) from project, Suspension of Work per Section 1-08.6, and Termination for Default per Section 1-08.10(1), of the WSDOT 2020 Standard Specifications M 41-10.

10.19 LITIGATION COSTS AND EXPENSES

If either Owner or Contractor institutes any legal suit, action or proceeding against the other party to enforce the Contract Documents, the prevailing party in the suit, action or proceeding is entitled to receive, and the non-prevailing shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting the suit, action or proceeding, including actual attorneys' fees, expenses, and court costs, even if not recoverable by law (including, without limitation, all fees, taxes, costs and expenses incident to appellate, bankruptcy and post-judgment proceedings).

SUPPLEMENT TO GENERAL CONDITIONS

The following Special Provisions are modifications to the General Conditions and apply only to the above-named project.

2.06 Due to the nature of the work, Builder's Risk insurance requirement is hereby waived.

5.04. A Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries. All determinations of the prevailing rate of wage shall be made by the industrial statistician of the Washington State Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.

The wage rates are not included within these Contract Documents but are available on the internet at URL <https://secure.lni.wa.gov/wagelookup/>. The Contractor shall use:

- Effective Date = Bid Date
- Public Works Project Location = Spokane County

A copy of the applicable wage rates is available for viewing at the SIA Operations Building, and a printed copy will be mailed upon request. The Owner will retain a printed version of the rates as part of its project records.

END OF SECTION

SECTION 00 73 02

AIRPORT CONSTRUCTION WORK RULES AND JOB CONDITIONS

The Spokane International Airport has outlined work rules and job conditions that apply to construction projects. Items listed apply to vendors, personnel delivering materials, tradesmen, subcontractors, general contractors, or their representatives.

1. Smoking is not permitted.
2. All companies/vendors providing goods and services on Airport property must submit copies of their Certificate of liability Insurance and Workers Compensation Insurance prior to commencing work.
3. Workers shall be courteous to the public. Fighting, profanity, and loud music are prohibited and are grounds for removal.
4. Safety of the general public is of paramount concern. Construction operations shall not affect the neighbors or public.
5. Good "housekeeping" practices are required such as minimizing dust. Contractors are responsible for keeping public areas clean at all times.
6. Contractor parking shall be within project site limits.
7. The contractors and vendors will be required to comply with industry standard safety programs and all applicable OSHA regulations. Major items include:
 - 7.1. Employees are required to wear heavy sole work boots, full length pants and shirts. No tennis type shoes, shorts, tank tops or sleeveless shirts are allowed.

END OF SECTION

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**CIVIL RIGHTS – TITLE VI ASSURANCES
COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin).
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964).
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- Section 504 of the Rehabilitation Act of 1973, (29 USC § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27.
- The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*), (prohibits discrimination on the basis of age).
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex).
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38.
- The Federal Aviation Administration's Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by

Spokane Airport Board

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

END OF GENERAL CIVIL RIGHTS PROVISIONS

SECTION 01 11 00

SCOPE OF WORK

Part 1 - PROJECT DESCRIPTION

Project Identification: SIA ITB #24-40-9999-001, Car Wash Preventative Maintenance, Parts, and Repair

Location: Spokane International Airport (SIA)

Owner: Spokane Airport Board
9000 W Airport Drive #204
Spokane, WA 99224

Part 2 - SCOPE OF WORK

1. General

- 1.1. The Contractor shall provide all labor, supervision, insurance, permits, tools, materials, supplies, training, transportation, and equipment needed to perform monthly Preventive Maintenance (PMs), Bay Cleanings, Repairs and Services to the Airport's Complimentary Car Wash – The car wash is a WashWorld Reclaim Rail Mounted Razor System, installed in 2014.
- 1.2. The Proposer is required to be an authorized Washworld distributor and technician.
- 1.3. All costs other than those on the bid form are incidental and must be included in the bid amount.

2. Contract Time

- 2.1. Contract term of this Contract shall be one (1) year with four (4) one-year renewal options.

3. Preventative Maintenance

- 3.1. The Contractor shall maintain all mechanical and electrical equipment for the Car Wash per manufacturer's specifications, using all reasonable care to keep the Car Wash and associated equipment in proper, safe, and efficient operating condition.
- 3.2. Each piece of equipment shall be cleaned, inspected, and lubricated on a routine basis as recommended by the manufacturer. Contractor's preventative maintenance plan frequency can be based on calendar days or equipment cycles. The goal of the plan will be to identify component wear through the cleaning and inspection process.
- 3.3. The Contractor shall provide monthly Bay Cleaning that encompasses the car wash equipment, walls, interior windows, overhead doors, ceiling, floors, drainage grate, and drain trough. This should be done using a 4.8 GPM / 3500 PSI Hot Water Pressure Washer.

3.4. It shall be the Contractor responsibility to service the PurWater Water Recovery System 350-5MAS Series (120GPM) as well as provide the necessary salt for the water softener to facilitate operations.

4. Repairs, Services, & Goods

4.1. The Contractor shall provide emergency repairs/services, when required, on a twenty-four (24) hour basis with a maximum response time of twelve (12) hours from time of first call. The authorized SIA staff member will determine what situations or conditions require emergency services. Contractor will provide an emergency email and phone number of the contact person(s) to the Airport.

4.2. Replacement parts shall be new, unused, and identical to the original or an equal as approved by SIA staff. Packing slips will be given to Airport Parking Staff, upon installation of said purchased part. Used parts will require written authorization prior to use.

4.3. When replacement parts are required, the Contractor shall place orders for such parts within one (1) business day and provide all order confirmation information to the Airport upon request.

4.4. Contractor must submit a signed, service report to the Airport after completion of each service call, logging the time and nature of the call receipt, recording the problem, what time the maintenance person was on-site, what the corrective action was and time of completion.

4.5. To assure product consistency, quality, performance and availability of manufacturing documentation, the Contractor shall provide all necessary Car Wash Cleaning Chemicals. The chemical shall match our existing system. Packing slips will be given to Airport Parking Staff, upon delivery of said Cleaning Chemicals.

a. Car wash chemical shall be ultra-concentrated, reclaim compatible, biodegradable, phosphate-free, non-toxic, NPE free, HF / ABF free.

b. Car wash chemical shall be packaged in one (1) gallon containers.

c. Chemical Description:

I. Low pH Presoak

II. High pH Presoak

III. Drying agent

5. Staff

5.1. The Contractor agrees that all employees will be in full uniform, neat, clean, and orderly appearance at all times while performing work under this Contract.

6. Hours of Operation

- 6.1. All work under this contract shall be coordinated with the Airport's Parking & Ground Transportation Department. All scheduled preventative maintenance work during normal business hours.

7. Invoicing

- 7.1. At the end of each month, the Contractor agrees to submit one detailed, itemized invoice for PM.
- 7.2. Invoicing for call out repairs, service and parts/goods not included in the Preventative Maintenance scope of work, must be invoiced within fifteen (15) days after services, parts, or goods have been provided.
- 7.3. **All costs other than those on the bid form are incidental and must be included in the bid amount.** Supporting documentation must be included in the form of a PM Checklist and/or Work Orders if applicable.

Part 2 - WASHWORLD MAINTENANCE RECOMMENDATION

**** See Next Page ****