

REQUEST FOR PROPOSAL

Portable Movement and Installation

FROM: North Pines Middle School and University Center
TO: Greenacres Ele., Liberty Lake Ele., and University High Schools

BID NO.: 341-05-04-B
DUE DATE: May 20, 2005
11:00 a.m.

CENTRAL VALLEY SCHOOL DISTRICT #356
Purchasing Department
19307 E. Cataldo Avenue
Spokane Valley, Washington 99016

Purchasing Agent: Darren King, C.P.M.
E-Mail: dking@cvsd.org Web Site: www.cvsd.org/purchasing
Phone: (509) 228-5476
Fax (509) 228-5479

RELEASE DATE: May 16, 2005

SEE **BID AND PROJECT DATES** FOR MANDATORY PRE-BID MEETING

PROJECT MANAGER:

Tim Byus
MAINTENANCE SUPERVISOR
CENTRAL VALLEY S.D. #356
19307 East Cataldo
Spokane Valley, WA 99016

Phone: (509) 228-5480

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INVITATION TO BID (section II)

To Whom It May Concern:

Sealed bids will be received by the Central Valley School District, #356 at the reception desk located at the District office at 19307 E. Cataldo, Spokane Valley, Washington, 99016, until the date listed under the Summary of Work – Bid and Project Dates – Bid Due Date, and will then and there be opened and publicly read.

General qualifications for bidding on this project include:

- Contractor must hold a valid Washington State Contractor's License and be in good standing
- Contractor must pay prevailing wages on all projects and provide proper documentation
- Contractor must provide performance and payment bonds prior to commencing work
- Contractor must have worker's compensation insurance as required by Washington state law and be current with premium payments
- Contractor must meet the following insurance requirements:
 1. Limits of general liability insurance of at least \$1,000,000 per occurrence;
 2. \$1,000,000 aggregate, Combined Single Limit;
 3. Automobile liability of at least \$1,000,000 per accident CSL; and
 4. The ability to name the District as an additional named insured, after the award of a bid

A mandatory pre-bid conference is scheduled; see the BID AND PROJCT DATES below for more information.

This bid will relocate three duplex modular classrooms structures from their current locations at two district school sites to three other district school sites. The moves are to be completed by July 29, 2005.

Each of the three structures to be moved can be separated lengthwise into two halves. The moving contract will include reassembly of the buildings at their new sites.

Other than separating the two halves of each building, each structure will be prepared for the move by others. Foundations at the receiving sites will be prepared by others. Fences and other obstructions at both the current and the receiving sites will be removed by others.

All bid proposals shall be accompanied by a bid proposal deposit as described under BID BONDS below.

If you received this RFP from a Plan Center or other means where your company is not listed on the Plan Holders List, please e-mail your Company Name, Contact Name, Mailing Address, Phone Number, Fax Number, and Email Address to dking@cvsd.org.

The Purchasing office now has a website and is the central place to collect information about bids. See current bids at www.cvsd.org/purchasing under the Bids sections. Up-to-date information such as addendums, plan holders lists, and bid tabs are available there. If your company currently isn't in our database to be notified when projects are posted, visit our Small Works area and complete and return the Small Works Roster form.

For questions regarding this bid, contact the people listed on the cover of this document or I may be reached at (509) 228-5476 and at dking@cvsd.org. Technical questions that may need to be answered or clarified will need to be followed up by addendum. So, information given verbally isn't binding, see Addendums below.

We look forward to working with you to obtain a proposal. Good luck!

Sincerely,



Darren King, C.P.M.
Purchasing Agent

SUMMARY OF WORK (section III)

Central Valley School District No. 356 is soliciting bids for:

Portable Movement and Installation

FROM: North Pines Middle School and University Center
TO: Greenacres Ele., Liberty Lake Ele., and University High Schools

If your company is interested in providing a bid, please read the following information carefully and return as directed on the Bid Proposal NO LATER THAN the bid due date listed below.

1. BID AND PROJECT DATES

<u>PRE-BID CONFERENCE:</u>	<u>TIME</u>	<u>LOCATION</u>
May 16, 2005 THIS CONFERENCE IS MANDATORY	1:30 P.M.	North Pines Middle School 701 N Pines Road, Spokane Valley, Washington Meet at the main office to the school.

<u>BID DUE DATE:</u>	<u>TIME</u>	<u>LOCATION</u>
May 20, 2005	11:00 A.M.	District Office (LTC – Learning and Teaching Ctr.) 19307 E. Cataldo Avenue, Spokane Valley, WA 99016

EXPECTED AWARD BID:
May 23, 2005

START DATE:
June 27, 2005

COMPLETION DATE:
July 29, 2005

2. DESCRIPTION OF WORK

Provide all labor, materials, tools, services, and transportation which are required to complete all work as specified and indicated in the following pages.

In general, the work includes, but is not necessarily limited to:

- In general, this project involves labor, materials, and equipment to move and install existing portables within the district.
- Guarantee of Work as specified

3. VERIFY DIMENSIONS AND CONDITIONS

It is essential that Bidders visit the work site to verify dimensions and conditions so that the bid price will cover all work necessary to provide the completed project.

4. FEES AND PERMITS

Contractor shall be responsible for obtaining construction permits or other permits as required for this project.

5. CODES AND STANDARDS

All local, municipal and state laws, rules and regulations governing or relating to any portion of this work are hereby incorporated into and made a part of these specifications.

6. PROTECTION AND CLEAN-UP

- A. The Contractor shall at all times keep the premises free of waste materials, rubbish, tools, and equipment.
- B. The Contractor shall be responsible to protect buildings, persons and grounds from damage.
- C. The Contractor shall have a person-in-charge at all times when work is being performed.

7. PROJECT ESTIMATE

- A. By definition, the District estimates the cost of a project to be less than \$50,000 for all work published as a Request for Quotation. Work costing \$50,000 and higher must go through a formal bid process and a Request for Proposal will be published instead of a Request for Quotation. If a Request for Quotation is published and quotes are over \$50,000 the District may reject all quotations and either make changes to the Request for Quotation and re-publish, publish as a Request for Proposal, or cancel the project.

END OF SECTION III

TERMS AND CONDITIONS (section IV)

1. THE OWNER

Whenever the term "Owner" is used in the documents, it refers to Central Valley School District No. 356, Spokane Valley, Washington.

2. THE OWNER'S CORRESPONDENT

When required to correspond with the Owner, all such correspondence shall be addressed to Darren King, Purchasing, Central Valley School District, East 19307 Cataldo, Spokane Valley, WA. 99016.

3. THE CONTRACTOR/BIDDER/PROPOSER

Whenever the term "Contractor", "Bidder", or "Proposer" is used in the documents, it refers to the Contractor or the Contractor's agents as submitted on the Bid Proposal form.



4. ACCEPTANCE/REJECTION

District No. 356 reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities, and to contract in the best interests of the District as outlined in "AWARDS". Successful Bidder shall enter into contract with the District within ten (10) days from date of purchase authorization from the District No. 356 Board of Directors.

5. ACCOMMODATIONS FOR THE DISABLED

Individuals with disabilities who may need accommodation to participate in site visitation, the pre-bid conference or the public bid opening meeting should contact the office of the Director of Auxiliary Services NO LATER THAN three (3) days before the scheduled pre-bid meetings or bid opening so that arrangements for the accommodation can be made.

6. ADDENDUMS

Should Central Valley School District consider it necessary to revise any part of this RFP, an addendum will be made available on our website at www.cvsd.org/purchasing. If mandatory pre-bid meetings were held, the addendum may be sent to those who attended. All official clarifications or interpretations of the proposal documents will be by written addenda. Clarification given in any other form will be informal and unofficial. Check the Purchasing website at www.cvsd.org/purchasing under the Bids section to check on any published addendums prior to submitting a bid. The sole responsibility for obtaining and learning of Addendum belongs to the Bidder. The District accepts no responsibility or liability and will provide no accommodation to Bidders who fail to check for addendums and submit inadequate or incorrect responses.

7. ALTERNATES

The District often uses manufacturer's brands or model designations as a specification standard. In some cases, special brands are designated for compatibility with existing facilities or equipment. Brands of equal specification, quality, performance, and use will be considered on an "or equal" basis; however, the District reserves the sole right in determining "equals". Offerings of alternate quality of features will, at District discretion, be considered on an "alternate" basis. All "or equal" bids or "alternate" bids must include complete description and/or descriptive literature with Bid Document.

8. ANTI-DISCRIMINATION

The vendor agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: Employment upgrading, demolition or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

9. ASBESTOS

Do not quote any asbestos containing materials. Successful Bidder shall submit a statement that all materials, including adhesives, installed in association with this project are asbestos free. In compliance with the Asbestos Hazard Emergency Response Act enacted in 1986 and implemented by the Central Valley School District ("District") in 1989, the District is required to notify people who perform work in the District's buildings about the availability of the District's Asbestos Management

Plan. The District will require the successful Bidder to review the Asbestos Management Plan before working in the District's facilities. The successful Bidder must obtain a current AHERA notice from Dave Jackman, Director of Auxiliary Services, and post this notice at the work site(s) before any work proceeds with the project. The successful bidder must contact Deirdre Fitzgerald at SCAPCA prior to any remodel, renovation or demolition project at (509) 477-4727 ext. 108 or Deb LaCombe at ext. 120 for a complete package. Information is also available at www.scapca.org/basic.html.

10. ASSIGNMENTS

This contract shall not be assignable in whole or in part without written consent of the District. It is the policy of the Central Valley School District to withhold consent from proposed assignments, subcontracts, or novation when such transfer of responsibility would operate to decrease the School District's likelihood of receiving performance on the contract.

The School District does not normally object to the granting of assignments for financial purposes provided that the original Proposer retains all of its responsibilities and obligations under the contract. In the event of any assignment hereunder to which the School District has consented, each such assignment shall contain a provision that further assignments shall not be made to any third or subsequent party without additional written consent of the School District.

11. AWARDS

The Vendor providing the acceptable bid will be notified by the District Purchasing Office via mail.

The District reserves the right to reject any and all bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive, or conditional bids. The District seeks qualified Contractors. Award of the contract will be made on the basis of bid price and other factors such as:

- a. the ability, capacity, and skill of the Bidder to provide the service and/or materials required;
- b. the character, integrity, reputation, judgment, experience, and efficiency of the Vendor;
- c. whether the Bidder can supply the materials and/or services within the time specified;
- d. the quality of performance of previous materials and/or services; and,
- e. the previous and existing compliance by the Bidder with laws relating to the contract or services.

In evaluating bids, the District shall also consider whether or not the bids comply with the prescribed requirements and unit prices, if requested in the bid forms.

The District may conduct investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Vendor to supply materials and/or services to the District's satisfaction within the prescribed time.

The District reserves the right to reject the bid of any Vendor who does not pass any such evaluation to the District's satisfaction. If the Contract is to be awarded, the District will give the successful Bidder a Notice of Award within thirty (30) days after the day of the bid opening.

12. BID CHANGES OR WITHDRAWAL

All changes and erasures must be made before the bid due by date and time as indicated above, and initialed. Bidder may not withdraw his/her bid after the bid opening nor prior to the award of contract(s). No alteration in any of the terms, conditions, delivery, quality, quantities or specifications of this solicitation will be considered without prior District consent.

13. BID COMPLETION

Bids must be completed insofar as possible on the enclosed bid document and signed by an authorized representative of the Vendor. Please include bid identification and bid opening time and date on your envelope. Return one copy of the completed and signed Bid Proposal, sealed therein, to the District Purchasing Office at the above address. Bids will be opened at the time and date designated above.

14. BID QUOTATIONS

Unless otherwise specified, all prices shall be for new merchandise, F.O.B. destination, with shipping prepaid and included in the price of the bid. Prices bid shall include all handling and packaging costs. Prices bid for equipment shall include cost of instruction and service manuals where appropriate.

15. BONDS

Bid Bond: A \$3,000 bid bond (or cashier's check in lieu of the bid bond) is required on this bid and must accompany the bid. Should the successful bidder fail to enter into a contract and furnish satisfactory documents as stated within this document within the time stated, the bid proposal deposit shall be forfeited to Central Valley School District.

Labor and Material Bonds: The awarded Bidder must submit a 100 percent labor and materials bond and a 100 percent performance bond once the bid is accepted by the Board of Directors and notice has been given. **For contracts under \$25,000**, the Bidder may elect to have 50% retained under RCW 39.08.010 in lieu of the 100 percent labor and materials bond and 100 percent performance bond.

Bonds in Lieu of Retainage: **For contracts over \$100,000**, the awarded Bidder may elect to provide a bond to cover the 5% retainage amount plus 5% of any change orders for the contract. The bond must be signed by a surety registered with the Washington State Insurance Commissioner and is on the currently authorized insurance list published by the Washington State Insurance Commissioner. Release of said bond will occur only after documents listed in WAC 180-29-165 and release letters from Department of Revenue, Employment Security, and Labor and Industries are on file with the Superintendent of Public Instruction.

16. CONTRACT COMPLETION

Liquidated damages of \$500.00 per day will be assessed on the contractor for failure to complete the contract by the contract completion date.

17. CRIMES AGAINST CHILDREN

The contractor shall prohibit any employee of the contractor, including subcontractors, from working at a public school who has contact with children at said school during the course of his or her employment and who has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under RCW 9A.42, the physical injury or death of a child under RCW 9A.32 or 9A.36 (except motor vehicle violations under RCW 46.61), sexual exploitation of a child under RCW 9.68, several offenses under RCW 9A.44 where a minor is the victim, promoting prostitution of a minor under RCW 9A.88, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the District to immediately terminate the contract.

18. DELIVERY

Deliveries must be properly identified with packing list(s) or label(s) designating appropriate purchase order number(s). All merchandise is subject to inspection and acceptance by District No. 356 personnel before final payment. At discretion of the District, partial payments will be made for partial deliveries.

19. EQUAL EMPLOYMENT

Unless exempted by rules of the Secretary of Labor and issued to appropriate sections of Executive Order 11246, as amended by 11375, the Bidder agrees to supply Central Valley School District No. 356 a completed "**Equal Employment Opportunity Compliance Certificate**" if such is requested.

20. INSURANCE

The Contractor must meet the following insurance requirements:

1. Limits of general liability insurance of at least \$1,000,000 per occurrence;
2. \$1,000,000 aggregate, Combined Single Limit;
3. Automobile liability of at least \$1,000,000 per accident CSL; and
4. The ability to name the District as an additional named insured, after the award of a bid

Liability insurance shall be for the full duration of contract and shall protect the Contractor and the Owner, their agents, representatives, and employees from claims that may arise out of, or result from, the Contractor's operations on this project. Required insurance shall be primary and non-contributing to any insurance possessed or procured by the Owner. Any deductible provision in liability policy shall be the responsibility of the Contractor. Requirements for Contractor's insurance shall apply to the work of the prime contractor and all subcontractors. The contractor shall have Workers' Compensation Insurance and be current on their payments. Proof of insurance, license & bonding shall be submitted in writing to the school district purchasing office at East 19307 Cataldo, Spokane Valley WA 99016.

21. JURISDICTION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained and venue shall be only in the courts of competent jurisdiction in Spokane County, Washington.

22. LAW COMPLIANCE

Bidder agrees to fully comply with all Federal, State, and local laws, orders, rules, regulations, and ordinances including, but not limited to, those relating to industrial insurance, unemployment compensation, social security, minimum wages, equal employment, safety standards and building codes, and the Bidder shall indemnify and save harmless the District for any claim liability or expense by reason of the failure of the Bidder or any of his/her subcontractors to comply with such laws, orders, rules, regulations, or ordinances.

23. MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES

Central Valley School District No. 356 encourages the participation of minority-owned and women-owned Business Enterprises in this Invitation to Bid.

24. PAYMENT TERMS

Payments are authorized by the Board of Directors approximately every two weeks, the second and fourth Monday of each month. Allow 45 days from the date of approved project completion and invoicing for partial payment. Final payment will be made within 45 days of receipt of all releases required from Washington State agencies.

RETAINAGE AND PROGRESS PAYMENTS will be made based upon an itemized invoice submitted to the District by the Contractor. Also see **Bonds** above. The School District shall make progress payments on the account of the contract Sum to the Contractor as provided in the Contract Documents for the period ending the 25th day of the month as follows:

NOT LATER THAN forty-five (45) days following the end of the period covered by the Application for Payment, ninety (90) percent of the portion of the Contract sum properly allocable to labor, materials equipment suitably stored at the site or at some other location agreed upon, in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the District; and, upon sum sufficient to increase the total payments to ninety-five (95) percent of the Contract Sum, less such amounts as the district shall determine for all incomplete work and unsettled claims as provided in the Contract Documents.

FINAL PAYMENT

Final payment constituting the entire unpaid balance of the Contract Sum, shall be paid by the District to the Contractor when:

- All of the work has been completed;
- The Contract is fully performed;
- All Intent to Pay Prevailing Wages and Affidavits of Wages Paid for the general contractor and all sub-contractors have been received by the District from the Department of Labor and Industries;
- A notarized Release of Liens Statement has been received from all sub-contractors and material suppliers;
- Premium payments to Washington State Department of Labor and Industries has been verified as current.
- The Owner may withhold retainage and/or final payment until the General Contractor submits a release and hold harmless covering itself and all subcontractors relative to L&I premium obligations.
- The Washington Employment Security Department has issued a Certificate of Payment of Contributions, Penalties and Interest on Public Works Contract.
- The Washington Department of Revenue has issued a Certificate of Payment of State Excise Taxes by Public Works Contractor.
- An itemized invoice has been issued to the District; and
- The District's Board of Director's has accepted the contract as complete.

25. PRE-BID CONFERENCE

The District may schedule additional pre-bid conferences if determined to be in the best interest of the District. If additional pre-bid conferences are scheduled, those attending the previous conference (as determined by the previous pre-bid conference sign-in sheet)

will be notified of the time and date so they may participate. The additional pre-bid conference will not be mandatory for those previously attending unless indicated as such. See BID AND PROJECT DATES for mandatory pre-bid conference.

26. PREMIUM PAYMENT VERIFICATION – DEPT. OF LABOR AND INDUSTRIES

It is the responsibility of the General Contractor to ensure Washington Department of Labor and Industries premiums are paid for both the General Contractor and all sub-contractors under this contract. Unpaid premium payments are therefore the General Contractor's responsibility, not the Owner's. Outlined below are the responsibilities of the General Contractor in an effort to ensure all premium payments are in good standing prior to submitting a bid through the term of this contract, including final payment. Premium payment status is considered current as listed on the L&I website <https://fortress.wa.gov/lni/crpsi/>. No other sources will be accepted for verification if the contractor has industrial insurance with WA Dept. of L&I. L&I take full responsibility for the accuracy of the data on their website.

BID DOCUMENT

- The bidder shall include with his/her bid a completed L&I Premium Status – General and Sub-Contractors form (see the form for more information) included in this document. The Owner has the right to declare a general contractor bidder not responsible and/or its bid non-responsive if it fails to include within its bid the print-offs required or if any of its subcontractors are not current with L&I premium payments according to the L&I website as of the bid opening date or any day prior to award.

PRIOR TO CONTRACTING

- For sub-contractors which are not current in premium payments to L&I and at the Owner's request for substitution, if the General Contractor fails to submit an alternate sub-contractor who is current within four business days the Owner may deem the General Contractor's bid as non-responsive and/or irresponsible.
- The General Contractor shall notify all sub-contractors in writing that, at the Owner's request, the General Contractor shall provide an alternate sub-contractor for any sub-contractor who is not current in premium payments to L&I after the award of the contract and prior to contracting.

DURING COURSE OF CONTRACT

- The General Contractor shall notify all sub-contractors in writing that, at the Owner's request, the General Contractor shall provide an alternate sub-contractor for any sub-contractor who is not current in premium payments to L&I during the contract period.
- The General Contractor is required to submit to the Owner not less than once annually measured from the bid-submission deadline, to forward to the Owner print-offs from the L&I website (or electronically as a .pdf file to the Purchasing Agent's e-mail address) showing the General Contractor and each of its sub-contractors is then current in L&I premium obligations.
- For sub-contractors which are not current in premium payments to L&I and at the Owner's request, if the General Contractor fails to submit an alternate sub-contractor who is current within a reasonable amount of time (as defined by the Owner based on the type of work, length of project, etc.) the Owner may deem the General Contractor to be in material breach of the Contract for Construction.

COMPLETION OF CONTRACT

- The Owner may withhold retainage and/or final payment until the General Contractor submits a release and hold harmless covering itself and all subcontractors relative to L&I premium obligations. All signatures from the General and Sub-Contractors must be on the same form.

27. PREPARATION COSTS

Costs incurred by Bidders in preparation of their proposal, including travel and personal expenses, may not be charged as an expense of performing the contract. Central Valley School District shall not pay for costs incurred for proposal or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

28. PREVAILING WAGES

The law requires that contractors and sub-contractors on public works contracts and all public building and services maintenance contracts pay workmen not less than the prevailing wage (RCW 39.12.020). The Prevailing Wage rates are available at <http://www.lni.wa.gov/prevailingwage/> on the web if you need to determine the minimum rate you must pay your employees for work

on this contract. To insure this, the District will require that all contractors and sub-contractors submit Affidavits of Intent to Pay Prevailing Wages and Affidavits of Actual Wages Paid to the District. The District will pay the filing fee for the affidavits. The District will mail the Department of Labor and Industries the form along with the filing fee.

29. PROJECT EXCEEDING \$100,000 IN TOTAL VALUE

Every Bidder submitting a bid in excess of \$100,000 shall submit as part of the bid, the names of the subcontractors with whom the Bidder will subcontract directly for the heating, ventilation and air conditioning, plumbing, and electrical work or to name itself for that work. The Bidder may not list more than one sub for each category of work; however, if the subs vary with alternates, the Bidder must indicate which sub will be used for which alternate. A bid is void if it fails to name the subs, fails to list itself if it is doing the designated work, or names more than one sub to perform the same work.

30. PROPOSALS DISCLOSURE

All proposals and other material submitted become the property of the Central Valley School District and may be returned only at Central Valley School District's option. Central Valley School District reserves the right to use any ideas presented in response to the RFP. Public records are open to reasonable inspection by the public.

31. PROPOSER'S CERTIFICATION

By signature on their proposal, Proposers certify that; they have read this Request for Proposal; are authorized to bind the Proposer; agree to furnish the requested supplies, equipment or services in accordance with this RFP.

32. PROTECTION OF MATERIALS AND EQUIPMENT

The Contractor shall be held responsible for any and all materials and equipment to be installed under this Contract and will be required to make good at his own cost any injury or damage which said materials or equipment may sustain from any source or cause whatsoever before final acceptance thereof.

33. QUESTIONS

All questions must be in writing and directed to the issuing office. The interested party must confirm telephone conversations in writing. There are generally two types of questions. One involves directing the questioner to the specific section of the RFP where the answer may be found. The second type of question involves clarifying or interpreting parts of the RFP. Responses to these questions are provided to all potential Bidders by written addenda. Questions regarding bids or requests for additional bids packets should be directed to Darren King, Purchasing Agent, (509) 228-5476. Answers to questions to consultants or other district employees are non-binding unless followed up by an addendum from the Purchasing office.

34. REQUIRED LICENSES

The Contractor shall have a current Washington State contractor's license in good standing to be considered for this work.

35. REQUIRED REVIEW

Proposers shall carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defect and questionable or objectionable material must be made in writing and received by the purchasing agent at least five (5) days prior to the deadline for receipt of proposals. This will allow for issuance of any necessary amendments/addendums. It will also help prevent the opening of a defective solicitation and exposure of vendors proposals upon which award could not be made. Protests based upon any omission error, or the content of the solicitation may be disallowed if not made in writing at least five (5) days prior to the deadline for receipt of proposals. The District reserves the right to publish amendments/addendums at any time prior to bid opening. Check the Purchasing website at www.cvsd.org/purchasing under the BIDS section to check on any published addendums prior to submitting a bid.

36. SAVE HARMLESS

Bidder agrees to protect and save harmless District No. 356 against all claims, suits, or proceeding for patent, trademark, copyright or franchise infringements and against any damage cost or liability for any injuries to persons or property arising from acts or omissions of the Bidder or his/her agents, any of which result from the purchase of goods or services from his/her Bid.

37. TERMINATION

The District requires the Contractor to prohibit any of its employees who have ever been convicted of or plead guilty to any of the

child-related felonies from working where s/he would have contact with public school children. Any failure to comply with this section (Washington State RCW 28A.400.330) shall be grounds for the District to immediately terminate the contract. Contractor handling District business shall have a complete record check, including a fingerprint check through the Washington State Patrol and the Federal Bureau of Investigation, for any new employee who, in the course of the contract, may "have regularly scheduled unsupervised access to children". Failure to comply shall be grounds for the District to immediately terminate the contract.

Other than listed remedies such as under CONTRACT COMPLETION above, the Contractor agrees that upon default or breach of the contract or any terms or conditions therein and whether or not suit is commenced by the District, that the Contractor shall pay the District all costs and expenses together with and including reasonable attorney's fees incurred by the District as a result of the Contractor's default or breach of contract.

In the event the Contractor breaches the terms or violates the conditions of the contract, and does not cure such breach or violation within ten (10) days after written notice by the District to the Contractor of the breach thereafter, or if the Contractor becomes bankrupt or insolvent or suffers an assignment for benefit of creditors, the District may immediately terminate the contract for default. Contractor shall be liable for any and all costs and damages incurred by the District as a result of such default. In addition, the District may in such events and in addition to all other remedies in law or equity available to the District and not by way of a limitation thereto procure substitute services elsewhere and recover damages and costs thereof.

The District may terminate this contract, in whole or in part, at any time by giving the Contractor thirty (30) days written notice. The Contractor shall be paid its fees, including contract close-out fees, on work performed up to the time of termination. The Contractor shall promptly submit to the District its termination claim to be paid to the Contractor.

38. TOBACCO PROHIBITION

Per legal reference RCW 28A.210.310, "The use of tobacco products on property owned or controlled by the Owner is prohibited." Failure to comply with this policy will result in exclusion from Owner's property.

END OF SECTION IV

SPECIAL INSTRUCTIONS (section V)

None, see the Specifications section.

END OF SECTION V

SUPPLEMENTARY CONDITIONS (section VI)

1. CONTRACTOR RESPONSIBILITY

- A. Contractor shall supervise and direct the work.
- B. Coordinate work of all subcontractors.
- C. Be responsible for acts, errors, and omission of his/her employees, subcontractors and employees, and other persons performing work.
- D. Provide all labor, materials, equipment, tools, utilities, and facilities as necessary for execution and completion of the work.
- E. Enforce good order among all workers on the project, particularly when the building, adjacent buildings, or other areas are in use by the Owner.
- F. Be responsible for and so conduct him/herself as to prevent and reasonably avoidable stoppage of work by action of organized labor due to an act or omission of the Contractor or of his/her employees or agents.
- G. The Owner shall, at all times, have access to the work whenever it is in preparation or progress.
- H. The Owner shall not be responsible for safety precautions and programs in connection with the work and shall not be responsible for the Contractor's failure to carry out the work in accordance with Contract documents.
- I. Obtain an AHEAR notice form the District and post site with AHERA notice before starting work.
- J. If it is necessary to dig, locate all utilities or other underground hazards prior to digging by using a "One Call" or other similar utility locating service that is licensed and bonded for such work. Provide proof to the Owner's satisfaction of using a licensed and bonded service upon request of the Owner.

2. MUTUAL RESPONSIBILITY

- A. If any part of the Contractor's work depends upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the work, promptly report to the Owner any apparent discrepancies of defects in such other work.
- B. Failure of the Contractor to report shall constitute an acceptance of the Owners or separate contractor's work as fit and proper to receive his/her work, except as to defects that may subsequently become apparent in such work by others.
- C. Should a Contractor wrongfully cause damage to the work or property of the Owner, or to work of other parties on the site, the offending Contractor shall promptly remedy such damage.
- D. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

3. USE OF OWNER'S PROPERTY

- A. Coordinate all operations with Owner.
 - 1. Schedule work to cause minimum inconvenience to use of an access to buildings and grounds.
- B. Use of utilities, water, sewer, power, telephone, and toilets shall be only with approval of the Owner.

- C. Access to areas beyond actual work area is denied, except where absolutely necessary and with specific approval only.
- D. Protect existing buildings, grounds, contents, and occupants, including adjacent public or private property, from damage or harm.
 - 1. Contractor shall promptly remedy such damage at his/her expense.
- E. Storage space on site shall be designated by Owner.
 - 1. Owner's use of walks, drives, roads, and entrances shall be unencumbered.
 - 2. Unauthorized storage shall be moved at Contractor's expense.

4. SAFETY PRECAUTIONS

- A. Comply with all applicable laws, ordinances, rules and regulations of any public authority for the safety or persons and property, including requirements of the Washington Industrial Safety and Health Administration per the Washington Administration Code (WAC 296-24).
 - 1. Erect and maintain all reasonable safeguards for safety and protection.
 - 2. Post danger signs and warnings against hazards.
 - 3. Post at each work site notice concerning asbestos containing building materials. Such notice is to be provided by the owner, and shall be posted at the work site before the work begins.
- B. In any emergency affecting safety of persons or property, Contractor shall act, at his/her discretion, to prevent threatened injury, damage, or loss.

5. QUALITY OF MATERIALS AND WORKMANSHIP

- A. All materials and equipment shall be new, undamaged, and of quality specified, unless otherwise shown.
 - 1. Unacceptable materials shall be removed from site at Contractor's expense.
- B. All work shall be of good quality, free from faults and defects, and performed by skilled and qualified workers.

6. DEFECTIVE AND NONCONFORMING WORK

- A. Owner reserves authority to condemn or reject work not conforming with Contract documents.
- B. Contractor shall promptly correct all defective work or work not conforming with Contract documents.
 - 1. Correction shall be made within time set by Owner in written notice of rejection.
- C. Failure to correct within time set may result in:
 - 1. Correction by separate contract or Owner's personnel.
 - 2. Termination of this Contract.
 - 3. Costs of corrections withheld from final payment.

7. CHANGES IN WORK

- A. Owner reserves the right to make changes in work within the general scope of this Contract.
 - 1. Specifications and drawings.
 - 2. Equipment, materials, and performance of work.
 - 3. Owner-furnished facilities, equipment, materials, services, or site.
- B. Changes shall be made only by written agreement setting forth the change and price.
 - 1. Increase or decrease in price or time of completion by Change Order shall become part of the Contract documents.
 - 2. Cost or credit to the Owner for a Change Order shall be:
 - a. by agreed-upon itemized amount;
 - b. by unit prices stated in Contract documents;
 - c. by accurate records of actual Contractor costs, expense, and profit (time and material).
- C. Owner shall have authority to order minor changes in work not involving adjustment of Contract sum nor extension of time.
- D. Amount payable to Contractor and Contract time may be changed only by modification (Change Order) to the Contract.
- E. No claim by the Contractor for adjustment hereunder shall be allowed if claimed after final payment of this Contract.

8. OWNER'S RIGHT TO TERMINATE CONTRACT

- A. Owner may, by written order, require the Contractor to stop work because of, but not limited to:
 - 1. Failure to correct defective work in reasonable time.
 - 2. Failure to continue work in conformance with his/her schedule.
 - 3. Failure to otherwise conform with requirements or the Contract documents.
 - 4. Failure to make timely payments to subcontractors or for labor and materials.
 - 5. Failure to conform with laws, ordinances, regulations, or orders of public authorities having jurisdiction.
 - 6. Actions resulting in bankruptcy, receivership, or assignments to creditors.
- B. Owner may serve written notice upon the Contractor and the Surety of intention to terminate Contract.
 - 1. Shall state reasons for intent to terminate.
 - 2. Shall allow ten (10) days after notice for satisfactory arrangements or corrections to be made.
 - 3. Shall terminate Contract if agreement is not reached by end of ten (10) day period from Contractor's receipt of notice.

- C. Owner shall serve notice upon the Contractor and the Surety that Contract is terminated.
 - 1. Surety shall have the right to execute completion of the Contract within reasonable time following ten (10) day period to commence.
 - 2. If Surety does not commence work in ten (10) days, Owner may complete work.
- D. The Contractor and his Surety shall be liable to the Owner for any excess costs involved in completing the work.

9. CLEAN UP

- A. Contractor shall, at all times, keep the site reasonably clean on a day-to-day basis.
- B. Remove all rubbish, debris, waste materials, tools, construction equipment, machinery and surplus materials on completion. Deliver usable scraps of floor covering (rolled and tied) to Owner's designated storage space. Usable scraps are defined to include roll ends of less than 9'0" in length and pieces of more than 2 sq. ft. area and more than 8" wide.
- C. If the Contractor fails to clean up satisfactorily during and at completion of the work, Owner will do so at Contractor's expense.

10. WARRANTY

- A. Contractor warrants to Owner that all material and equipment furnished is new, unless otherwise specified, and all work is of good quality, free of faults and defects, and in conformance with Contract documents.
- B. Contractor shall repair or replace to Owner's satisfaction any defective material, equipment, or workmanship.
- C. See warranty and guarantee information in the Specifications.

11. FINAL INSPECTION

- A. When Contractor considers the work complete, Owner shall be notified in writing.
- B. Owner shall make inspection and compile a punch list of items not satisfactory or incomplete.
- C. When punch list items are completed, Contractor shall notify Owner and request final inspection.
- D. Owner shall determine acceptability of the work and compliance with Contract documents and notify Contractor of approval.
- E. Owner may, at any time during work, submit to the Contractor checklists of items to be corrected.

END OF SECTION VI

USE OF OWNER'S FACILITIES (section VII)

1. GENERAL

- A. Smoking is not allowed on any School District property.
- B. WATER AND POWER shall be provided by Owner at existing connection points.
- C. Contractor shall make connections to the systems and extend services to the points of work, as required.

2. TELEPHONE SERVICE

- A. School building telephone may be used on a limited basis for essential business related calls only. Contact the building custodian to arrange for telephone usage.
- B. In no case shall Contractor receive calls on school building telephones.

3. RESTROOMS AND DRINKING FOUNTAINS

- A. Restrooms and drinking fountains are available at each site for use by Contractor employees. Contact custodian to arrange for usage.
- B. Contractor must clean up after himself.

4. TRASH REMOVAL

- A. Contractor shall collect and legally dispose of all trash resulting from his work.
- B. Contractor shall not use Owner's receptacles or dumpsters.
- C. Trash and debris shall not be allowed to accumulate at any site.

5. PARKING

- A. Contractor personnel shall use on-site parking lots or street parking for personal vehicles.
- B. Contractor vehicles used for delivery and removal operations shall be driven or parked only where approved by Owner.

END OF SECTION VII

SPECIFICATIONS (section VIII)

1. LOCATIONS

1. Specify which portable goes to which receiving location.

2. PREPARATION

2. Disconnect internal power, data and telephone lines.
3. Cut or demount case work to allow building to be separated into halves.
4. Separate ceiling grid to allow building to be separated into halves.
5. Cut carpet to allow building to be separated into halves.

3. MOVE

1. Separate each building into two halves.
2. Move each building to receiving site.
3. Place each building on new foundation at receiving site. Foundation to be prepared by others.
4. Reconnect two halves of each building so that buildings are permanently weather tight.

4. RECONNECTION

1. Restore items, except for carpet, mentioned in "Preparation" to preexisting condition.
2. Restoration of carpet seam will be by others.

END OF SECTION VIII

L&I PREMIUM STATUS – GENERAL and SUB-CONTRACTORS (section IX)

Every Bidder submitting a bid must complete this form and attach a printed premium-status page, from the Washington Department of Labor and Industries website indicating the premium status for the **General and all Sub-Contractors**. Each must show that the contractor is current with their premium payments in order to be considered responsive in this bid. Premium payment status is considered current as listed on the L&I website <https://fortress.wa.gov/lni/crpsi/>. No other sources will be accepted for verification. L&I takes full responsibility for the accuracy of the data on their website. The printed form must be dated within 30 days of the due date of this bid. During the course of work, submit a request to the Purchasing office for adding additional sub-contractors for acceptance by the Owner prior to their starting work. All fields on this form are required. For contractors with industrial insurance with other states providing reciprocity, provide similar proof if insurance. The Owner reserves the right to consider other proof of insurance as an acceptable alternative.

	COMPANY NAME	WA UBI#	WA L&I REGISTRATION#	WA L&I “CURRENT” STATUS ATTACHED?
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

END OF SECTION IX

PUBLIC WORKS - NAMES OF SUBCONTRACTORS (section X)

(For projects exceeding \$100,000 in total value or subcontracting more than 30% of the work)

Every Bidder submitting a bid in excess of \$100,000 or having a subcontractor performing more than 30% of the work (based on bid price) shall submit as part of the bid, the names of the subcontractors with whom the Bidder will subcontract directly for the heating, ventilation and air conditioning, plumbing, and electrical work, or to name itself for that work. The Bidder may not list more than one subcontractor for each category of work; however, if the subs vary with alternates, the Bidder must indicate which subcontractor will be used for which alternate. A bid is void if it fails to name the subcontractors, fails to list itself if it is doing the designated work, or names more than one subcontractor to perform the same work.

	SUB-CONTRACTOR NAME	CATEGORY OF WORK	% OF WORK	ALTERNATE (if applicable)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

END OF SECTION X

BID PROPOSAL (section XI)

Having carefully read and understood all sections of this Bid, I/we agree to provide all labor and materials as per specifications for the following price. Do not include sales tax. Complete all areas on this form.

<u>Description</u>	<u>Price</u>
BASE BID	
1. BASE BID	\$ _____

ADDENDA

2. Acknowledgement Receipt of Addenda Number...(if any) _____
(Check our website for addenda at www.cvsd.org/purchasing/bids.htm prior to submitting bid.)

REMINDER: See BONDS under the TERMS AND CONTIONS section.
See Premium Payment Verification – Dept. of Labor and Industries.

BIDDER: Make and retain a copy of this document for your records.

RETURN IN A SEALED ENVELOPE NO LATER THAN:

11:00 A.M., May 20, 2005

VIA MAIL OR HAND DELIVERY TO THE FRONT DESK ONLY

TO: CENTRAL VALLEY SCHOOL DISTRICT NO. 356
ATTN: DARREN KING, PURCHASING
East 19307 Cataldo
Spokane Valley, WA 99016

Mark Envelope: "**PORTABLE MOVEMENT AND
INSTALLATION, BID No. 341-05-04-B**"

END OF SECTION XI

Respectfully submitted,

COMPANY NAME

WA UBI # WA CONTRACTOR'S LICENSE #

WA ST. DEPT. OF L&I REGISTRATION #

ADDRESS

CITY STATE ZIP

SIGNATURE

PRINT OR TYPE NAME TITLE

PHONE FAX

E-MAIL ADDRESS CELL PHONE

DRAWINGS (section XII)

None.

END OF SECTION XII

SAMPLE CONTRACT FOR CONSTRUCTION – (SAMPLE CONTRACT A) (section XIII)

THIS CONTRACT, number 341-05-04-B, entered into on this date as specified on the signature page, by and between Central Valley School District #356 hereinafter called the "Owner" and XXX, hereinafter called the "Contractor".

WITNESS

In consideration of the mutual covenants existing between the parties, and the further consideration specifically set forth herein, the parties agree as follows:

ARTICLE I, STATEMENT OF WORK

The Contractor shall furnish materials, labor, equipment, and services and shall perform all work as described in the Specifications prepared by the Owner: Portable Movement and Installation: Greenacres Elementary, Liberty Lake Elementary, and University High Schools, Bid 341-05-04-B.

ARTICLE II, THE CONTRACT PRICE

The Owner shall pay or provide for payments on their behalf, the Contractor a lump sum in current funds of XXX Thousand XXX Hundred and XXX Dollars and XX/100, \$XX,XXX.XX, for the base Bid plus Washington State sales tax, for the performance of the work called for under this Contract.

ARTICLE III, TIME OF COMPLETION

The Contractor agrees that work under this contract shall be completed, exclusive of maintenance, on or before July 29, 2005 or pay a liquidated damages of \$ 500.00 per day for work not yet completed.

ARTICLE IV, PAYMENT FOR WORK

From time-to-time, as the work progresses, the Contractor, upon submission of requisitions, shall receive progress payments not to exceed 95 percent of the total contract price, such payment to be made on the basis of completed work upon certification by the Owner. The 5 percent withheld shall constitute the final payment, which shall be made upon final approval by the Owner.

ARTICLE V, CONTRACT DOCUMENTS

The Contract Documents shall consist of the following component parts: this instrument and packet 341-05-04-B. It is expressly agreed that this written instrument and the other documents set forth in this Article and attached hereto, and which are made a part hereof as fully as if they were set forth at length herein, embody the entire Contract between the parties; and, no verbal alternatives or variations shall be binding on the parties or create any obligations or liabilities not set form or provided for herein.

ARTICLE VI, GENERAL CONDITIONS

1. Specifications and Related Data

A. Contract Documents

The Contract Documents shall include those enumerated in Article V above. The intent of the Contract Document is that the Contractor shall furnish all labor, materials, equipment, and services necessary for the completion of the proposed work. The Contract Documents shall be signed by the Owner and the Contractor, each shall retain a copy.

B. Approvals

All samples, shop drawings, or schedules required for approval shall be furnished by the Contractor as directed subject to approval by the Owner. The work shall be done in accordance with these approved items and the Owner's specifications.

C. Payment for Surveys, Permits, and Regulations

Unless otherwise specified, the Owner shall furnish all surveys at his/her expense. Permits, licenses, royalties, and lien fees necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements for permanent structures of permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified to achieve proper conformity.

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations concerning the construction of the project as specified. If the Contractor finds that the Specifications are at variance therewith, s/he shall immediately notify the Owner who shall promptly make such changes as are necessary.

2. Owner and Contractor Relationship

A. Access to Work

It shall be the obligation of the Contractor to provide proper facilities to permit the Owner to observe the work during any stage of construction.

B. Separate Contracts

The Owner reserves the right to let other contracts in connection with the work under this Contract. The Contractor shall provide reasonable access and opportunity for the other contractors to do their work and shall fit, connect, and coordinate his/her work with theirs so as not to cause them or him/her any undue delay or impediment to the prompt and proper performance and completion of the work by each.

C. Owner's Right to do Work

The Owner, without prejudice to any other right or remedy s/he may have, shall have the right to prosecute the work in the event the Contractor fails to perform the work properly or fails to perform any provisions of the Contract. A prerequisite of such action by the Owner shall be three (3) days written notice to the Contractor. The amount charged to the Contractor will be negotiated and may be deducted from payments then and thereafter due the Contractor.

D. Owner's Right to Terminate Contract

The District requires the Contractor to prohibit any of its employees who have ever been convicted or plead guilty of any of the child-related felonies from working where s/he would have contact with public school children. Any failure to comply with this section (Washington State RCW 28A.400.330) shall be grounds for the District to immediately terminate the Contract.

Contractors handling District projects shall have a complete record check, including a fingerprint check through the Washington State Patrol and the Federal Bureau of Investigation, for any new employee who, in the course of the Contract, may "have regularly scheduled unsupervised access to children." Failure to comply shall be grounds for the District to immediately terminate the Contract.

In the event of any default by the Contractor, the Owner, without prejudice to any other right or remedy s/he may have, shall have the right to terminate the employment of the Contractor after giving the Contractor seven (7) days written notice. Such notice of termination shall be subsequent to default by the Contractor. It shall be considered default by the Contractor whenever s/he shall:

- 1) Declare bankruptcy, become insolvent, or assign his/her assets for the benefit of his/her creditors.
- 2) Violate or disregard important provisions of the Contract or instructions from the Owner.
- 3) Fail to prosecute the work according to the agreed Schedule of Completion, including amendments and/or modifications thereof.
- 4) Fail to provide a qualified superintendent, competent workmen or subcontractors, proper materials, or failure to make prompt payment thereof.

Upon termination, the Owner may take possession of the premise and of all materials, tools, equipment, and appliances thereon, and finish the work by whatever method s/he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

In case the Statement of Accounts shows that the cost to complete the work, including compensation for additional, managerial, and administrative services, is less than that which would have been the cost to the Owner, had the work been completed by Contractor under the Terms of the Contract, the excess shall be paid to the Contractor. If such expenses exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

E. Correction of Work

All work and materials condemned by the Owner as failing to comply with the Contract Documents shall be promptly removed, replaced, and/or re-executed by the Contractor to bring it into compliance with the requirements. This shall be done at the expense of the Contractor without cost to the Owner and shall include making good all work of other contractors destroyed or damaged by such removal or replacement.

F. Liens

Before final payment is made, the Contractor shall furnish the Owner with a full release of liens signed by all sub-contractors and material persons associated in any way with the work.

These liens shall be accompanied by a notarized affidavit (sworn statement) to the effect that all claims of any character pertaining to the performance of the Contract, including sub-contractors, material supplies, and labor have been paid in full and that the acceptance of final payment is acknowledged as a release of the Owner from any and all claims arising under or by virtue of the Contract.

3. Insurance and Protection

The Contractor shall secure and maintain Public Liability, Bodily Injury (including death), and Property Damage insurance coverage, in the amount required by law, protecting him/her from claims under Workmen's Compensation and Employer's Liability which may arise in the course of carrying out the work under this Contract. Certificates of such insurance shall be filed with the Owner before commencing any of the work under this Contract.

The Contractor shall adequately protect the work, adjacent property, and public and shall be responsible for any damage or injury due to his/her act or neglect. The Contractor shall save harmless the Owner from and against any and all losses and/or claims brought or recovered against the Contractor or his/her sub-contractors by reason of any error, omission, or act of the Contractor, his/her agents, or employees in the execution of the work or the guarding of it.

The Owner may, at his/her own expense, obtain such insurance as will protect him/her from possible contingent liability to others for damages because of bodily injury or death, which may arise from operations under the Contract, and any other liability for damages which the Contractor is required to insure against under provision of the Contract.

4. Progress and Completion of the Work

A. Schedule of Completion

Following the execution of the Contract by the Owner, the Contractor shall begin work immediately, unless otherwise notified in writing, and shall prosecute the work regularly and without interruption, weather permitting, so as to complete the work within the time stated.

B. Changes in the Work

If, and as the need arises, the Owner may order, in writing, changes and/or extra work without invalidating the Contract. At the time ordering such changes, additions, deletions, or modifications, the amount or method of compensation and any adjustments in the time of completion shall be determined and stipulated in writing.

C. Clean-up

The Contractor shall at all times keep the premises and public streets free from the accumulation of waste material or rubbish caused by his/her employees or work; and, at the completion of the work, s/he shall remove all his/her waste and excess material, rubbish, and equipment so as to leave the work and the premises neat and clean and ready for the purpose for which they were intended.

5. Payments

A. Method of Payment

Payments shall be made in accordance with Article IV of the Contract. The payment of the final amount owing the Contractor shall constitute a waiver of all claims by the Owner except:

- 1) Claims arising from failure to comply with the plans and specifications.
- 2) Claims arising from faulty work or materials appearing after substantial completion.
- 3) Claims arising by virtue of any special guarantee specified in the Contract.
- 4) Claims of the Owner previously made against the Contractor, but as yet unsettled.

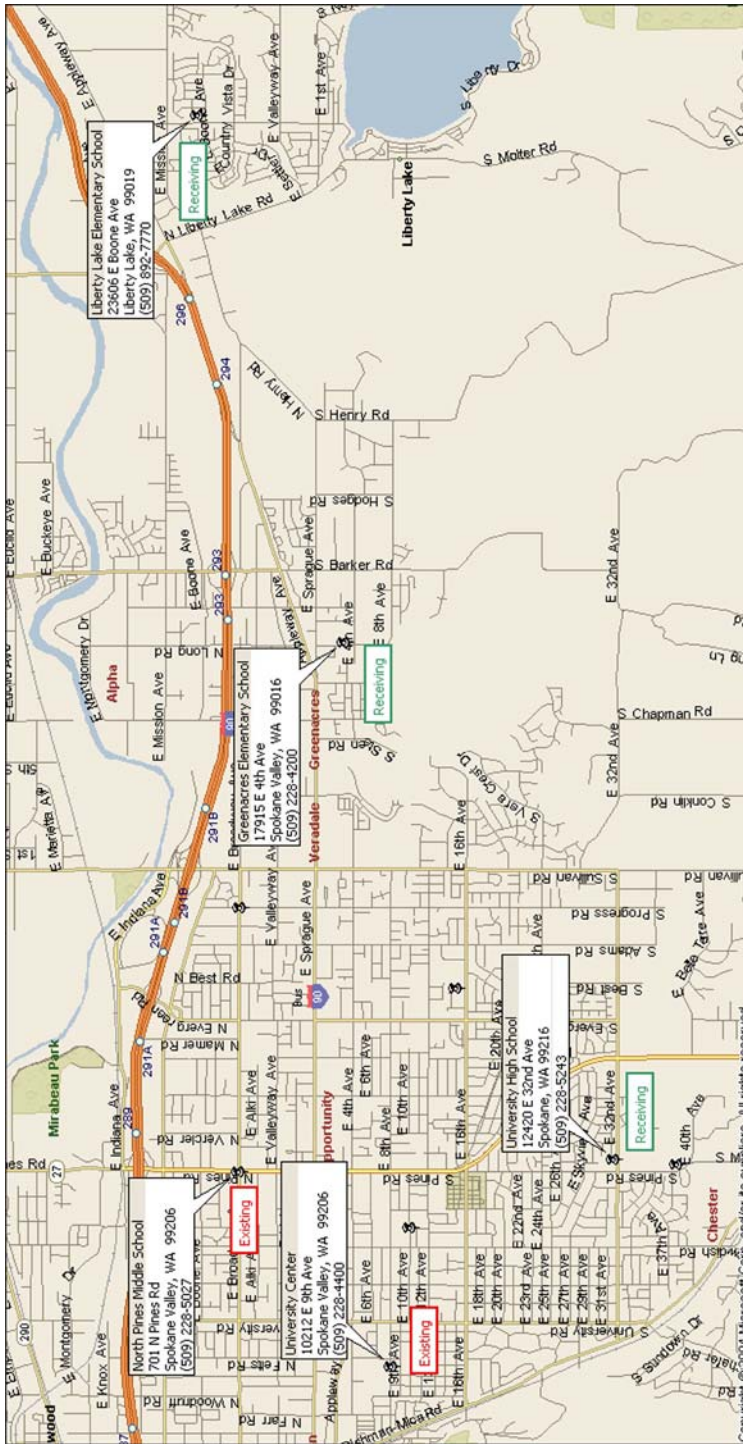
The acceptance of the final payment by the Contractor shall constitute a waiver of all claims by the Contractor except claims previously made by the Contractor, but as yet unsettled.

B. Payment Withheld

Any part of the whole of any payment may be withheld by the Owner to the extent s/he deems necessary and reasonable for protection should the Owner discover evidence of:

- 1) Defective work not corrected.
- 2) Claims filed against the Contractor.
- 3) Reasonable evidence indicating probable filing of claims against the Contractor.
- 4) Failure of the Contractor to make proper payments to sub-contractors or for material or for labor.
- 5) A reasonable doubt that the Contract can be completed from the then unpaid balance.
- 6) Unsatisfied damage to another Contractor.
- 7) Unsatisfactory progress of the work by the Contractor.

DISTRICT MAP (section XIV)



END OF SECTION XIV