



TUKWILA POOL METROPOLITAN PARK DISTRICT

Regular Meeting of the Board of Commissioners

AGENDA (Partial – Business Item 07. B)

President of the Board: **Christine Neuffer** *Clerk of the Board:* **Jeri Frangello-Anderson**
Board Members: **Ellen Gengler, Aaron Shipman, Vanessa Zaputil**
Recording Secretary: **Kristine Selleck**
Date and Time: **Monday, August 12, 2019, 6:00 p.m.** *Resolution Numbers:*
Location: **Valley View Water & Sewer District Conference** *n/a*
Room: 3460 S 148th St., Tukwila, WA 98168

07. BUSINESS ITEMS:	b) 2019 Pool Liner Resurfacing Project: Review submitted quotes and award a public works contract	Page 3
	<ul style="list-style-type: none"> • Quote from Anderson Poolworks 	Page 4
	<ul style="list-style-type: none"> • Quote from W.M. SMITH & ASSOCIATES, INC. 	Page 16
	<ul style="list-style-type: none"> • Quote from Orca Pacific Inc. 	Page 26
	<ul style="list-style-type: none"> • My L&I Portal (Prevailing Wage database) Contractor and proposed subcontractor status results for lowest bidder 	Page 61
	<ul style="list-style-type: none"> • MRSC Small Works Roster Guide: SWR Contract Administration Checklist 	Page 65



TUKWILA POOL METROPOLITAN PARK DISTRICT (TPMPD)

Mission, Vision & Values

TPMPD Mission Statement:

To provide a welcoming public aquatics facility managed in a fiscally-responsible manner with a focus on educating all ages in the lifelong skills of water safety. We carry out this mission with a Board and staff who are compassionate, inclusive, and responsive to the needs of our diverse community, working to foster positive and lifelong experiences with aquatic environments.

TPMPD Vision Statement:

Contributing to the quality of life for our community, and for future generations, through welcoming, fun, safe and positive aquatic experiences at the Tukwila Pool.

TPMPD Core Values:

We Value...

- ...a safe, inclusive, caring public resource that is integrated into the fabric of our community
- ...educating all ages of our community in the lifelong skills of swimming and water safety
- ...integrity and maintaining the highest ethical standards by communicating honestly and transparently
- ...treating everyone with respect and embracing diverse opinions
- ...conducting our business and maintaining our facility in a fiscally-responsible manner that ensures the community can depend on aquatics as an available resource for generations to come
- ...creative, affordable and fun programming that is responsive to the community's needs and contributes to the overall health and wellness of the community
- ...a spirit of collaboration and innovation when working with others to enhance services available for our community members
- ...our amazing volunteers!
- ...citizens of Tukwila whose support allows every resident and staff member to feel a sense of ownership of the pool



INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: Tukwila Pool MPD Board of Commissioners

FROM: Brad Harpin, Director of Aquatics Operations

DATE: August 12, 2019

SUBJECT: **2019 Pool Liner Resurfacing Project:
Review submitted quotes and award a public works contract**

ISSUE

The board is being asked to review three quotes submitted on July 31, 2019 for the Tukwila Pool MPD 2019 Pool Liner Resurfacing Project.

FINANCIAL IMPACT

While the Tukwila Pool MPD has been approved for a grant from King County for \$140,000, the lowest bid received is \$170,000 and the implication to our 2019 Operating Budget is a minimum of \$30,000. The 2019 CIP Approved Budget is \$55,000 for Pool Liner Resurfacing.

BACKGROUND

The MRSC Small Works Roster process was used to send out a request for quotes for this project. The following three bids were submitted by the closing date:

- Anderson Poolworks, Base Quote: \$240,180
- W.M. SMITH & ASSOCIATES, INC., Base Quote: \$334,500
- Orca Pacific Inc., Base Quote: \$170,000

The Director of Aquatics Operations and District Administrator verified the low bidder minimum qualifications as listed in the MRSC Small Works Roster Guide.

DISCUSSION

After reviewing the submitted quotes, does the Board approve the Director of Aquatic Operations to award the contract to the lowest qualified bidder?

RECOMMENDATION

It is recommended that the Board approve the Director of Aquatics Operations to award the contract for the 2019 Pool Liner Resurfacing Project to Orca Pacific, Inc.

ATTACHMENTS

1. Quote from Anderson Poolworks
2. Quote from W.M. SMITH & ASSOCIATES, INC.
3. Quote from Orca Pacific Inc.
4. My L&I Portal (Prevailing Wage database) Contractor and proposed subcontractor status results for lowest bidder
5. MRSC Small Works Roster Guide: SWR Contract Administration Checklist

2019 Pool Liner Resurfacing Project - Tukwila Pool Metro ParkDistrict


From: Eddie Baba <eddie@andersonpoolworks.com>

Sent: Wed, Jul 31, 2019 at 12:35 pm

To: info@tukwilapool.org

Cc: 'Bradley Harpin', 'Brody Anderson', Dana Anderson, 'Craig Nicholson', Jason Schallock

 (3.6 KB)  (2.5 MB)

 (895 KB) – [Download all](#)

Bradley,

Thank you for providing us the opportunity to submit our quote and scope of work for the 2019 Pool Liner Resurfacing Project. To provide you a quick summary, we included the re-plaster of the swimming pool. Also, we are listed currently on the MRSC Roster. We did not include Exhibit E at this time but will be happy to provide it after the project is awarded to us and it should take two business days. Also, for clarification of our scope of work, we included the description as an attachment.

Please let us know if you wish to have us submit anything else at this time.

Thank you,
Eddie

Eduard Baba

Estimator/Project Manager

Anderson Poolworks

9500 SW Boeckman Road, Wilsonville, Oregon 97070

Office: (503) 625-5628

Cell: (503) 858-2389

www.andersonpoolworks.com

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To: Tukwila Pool Metro Park District
Bradley Harpin

From: Eduard Baba

CC: Dana Anderson; Brody Anderson; Jason Schallock

Date: 7/31/2019

Re: Tukwila Pool MPD – Resurfacing



9500 SW Boeckman Road Wilsonville, OR 97070
Phone (503) 625-5628 Fax (503) 625-3488
CCB# 125440 | HI# C36187 | WA# ANDERP*903RH |
ID# RCE-47977 | MT#54314
www.andersonpoolworks.com

Price and Scope of Work Proposal

Anderson Poolworks appreciates the opportunity to provide you with this proposal for the Tukwila Pool Resurfacing project for the Tukwila Metro Park District. Our scope includes furnish and install of materials to complete the resurfacing for the swimming pool. Thank you once again for thinking of us when planning your construction projects.

Project Description and Scope of Work:

Bodies of water:

1. One (1) rectangular shaped six-lane swimming pool with approximate water surface area of 4,972 sq. ft.
 - a. Depth varies from 3 ft. 6 in. to 12 ft. 0 in.
 - b. Two (2) drains.
 - c. Contains six (6) lap swim lanes complete with lane lines and wall targets, existing (to be replaced).
 - d. Four (4) points of entry pool ladders.

Items included in this scope of work:

A. Demolition:

1. Removal and disposal of construction refuse within the swimming pool boundaries.
2. Removal and disposal of existing plaster finishes within the pool perimeter using hydroblasting methods.
3. Removal and reinstall of existing main drain covers and replace.
4. Removal of existing caulking/expansion joint material and replace.
5. Care is to be taken to protect the existing water inlets and anchors that are to remain and be reused.
6. Tenting for dust mitigation is included.

B. Finishes:

1. Apply Finest Finish White commercial quartz plaster supplied and installed.
2. Replace caulking within pool boundaries.

C. Commissioning and Training: Overall 1 days of commissioning.

1. Cost of water for hydrostatic testing of swimming pool is **excluded**.
2. Testing and balancing (1 days).
3. Operator maintenance training (4 hours).
4. Final cleanup.
5. Please note, Anderson Poolworks offices are less than 1-hour away and services can be provided well within the 4-hour cut-off time listed in the bid documents.

D. Warranty

1. The quartz plaster warranty shall not exceed the manufacturer/vendor's limited warranty duration of seven (7) years. Five (5) years listed in bid documents and will be the applicable duration for this project.

Items excluded in this scope of work:

A. Administrative:

1. Permits and fees.

B. Demolition:

1. Removal and reinstall of bulkhead if bulkhead is stationary.
2. Moving the bulkhead along tracks if bulkhead is track mounted. Work to be performed by pool operator.
3. Removal of tile work outside the scope outlined within the specifications (e.g. lane lines only).
4. Removal of racing lane tile.

C. Equipment:

1. All equipment. Please see additional cost for main drain cover if required (ADD #1).
2. All mechanical items.
3. Piping is excluded.

D. Electrical:

1. All electrical work and materials are excluded.

E. Finishes:

1. Install DalTile mosaic tile at racing lanes. For tile pricing please see ADD #2.

F. Acknowledged Communications:

We have based our intended scope of work per invitation to bid issued by Tukwila MPD prior to 7/31/2019.

G. Alternates/Additions/Options:

N/A

H. GENERAL REQUIREMENTS:

1. Items provided by the owner:
 - a. Power
 - b. Temporary lighting
 - c. Garbage
 - d. Water
 - e. Restroom facilities.
2. This proposal DOES account for prevailing wage rates.
3. This proposal DOES NOT include federal, state or local county taxes.
4. Anderson Poolworks will provide a performance bond (if contract value is greater than \$150,000.00):
5. A 5% bid bond IS NOT included in the base bid as it has not been specified as a requirement in the bid documents.
6. Access must be provided for tasks included in this proposal.
7. The following addenda have been reviewed and acknowledged: 1.

**Tukwila MPD Pool Resurfacing Project
Tukwila, WA**

Base Bid	Includes demolition of existing surfaces and resurfacing with new materials. Also, per scope description above, this base bid amount also includes rehabilitation of current perimeter joints.	\$240,180.00
ADD #1	Replace main drain covers	\$3,300.00
ADD #2	Race lane tile (lane lines only) using Dal-Tile mosaic type product. Includes removal of existing race line tiles.	\$15,820.00

EXHIBIT B - STATEMENT OF CONTRACTOR'S QUALIFICATIONS

Each Contractor submitting a Quote for this Project shall submit, as part of its Quote, the following information:

1. Project Name: POOL LINER RESURFACING PROJECT Project Number: TPMPD-1022
2. Contractor's Business Name: ANDERSON POOLWORKS
3. Business Address: 9500 SW BOECKMAN ROAD, WILSONVILLE, OR 97070
4. Business phone: 503.625.5628 Fax: _____
5. Contractor Registration: Washington State License Number: ANDERP*903RH Status: Active Yes: No:
6. How many years have you been engaged in the contracting business under the present firm name? 22
7. Describe the general character of work performed by your company: SWIMMING POOL CONSTRUCTION AND SPLASH PAD CONSTRUCTION
8. List major contracts completed by your company, including contracting agency, type of work and approximate costs: (Provide at least three contract references with phone numbers- Provide additional pages if needed)
 - a) CHEHALEM AQUATIC CENTER, AQUATIC CENTER BUILD, STEVE DUTCH, TRIPLETT WELLMAN 503.881.8585
TOTAL GENERAL CONTRACT: \$25 MILLION
 - b) SUNRIVER RESORT-THE COVE, AQUATIC RESORT BUILD, STEVE RUNNER, SUNRIVER RESORTS 541.593.7832
TOTAL GENERAL CONTRACT: \$4 MILLION
 - c) HILTON WAIKOLOA RESORT, MULTI POOL RESURFACING, EARL CRANE, HILTON WAIKOLOA RESORTS, 808.217.7790
TOTAL GENERAL CONTRACT: \$1.5 MILLION
9. Bank references: US BANK, 3955 CENTER ST NE, SALEM, OR 97301, BRE KALLEY, 503.371.5391
10. State of Washington Excise Tax Registration No.: 602-010-044
11. Industrial Insurance Account No.: N/A OREGON EMPLOYEES Account Current: Yes: No:
12. Current UBI Number: 602-010-044 Account: Open Closed
13. Employment Security Department (ESD) Number: ANDERP*603RH Documentation available from ESD: Yes: No:
14. Is your company or any company with which the bidder is affiliated, listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes: No:
15. Is your company or any company with which the bidder is affiliated been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation? Yes: No:
16. Has your company or any company with which the bidder is affiliated, violated RCW 39.04.370 more than one time as determined by the department of labor and industries? Yes: No:
17. Has your company or any company with which the bidder is affiliated, within the three-year period immediately preceding the date of the bid solicitation, been 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 to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW? Yes: No:
18. I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of this project should I be awarded the contract

Company: ANDERSON POOLWORKS

Authorized Signature: 

Print Name and Title: DANA ANDERSON, PRESIDENT/TREASURER

EXHIBIT C – QUOTE FORM

Project Name: 2019 POOL LINER RESURFACING PROJECT
Project No.: TPMPD-1022
Name of Firm: ANDERSON POOLWORKS

In compliance with the contract documents, the following Quote is submitted:

1) BASE QUOTE

TWO HUNDRED FORTY THOUSAND ONE HUNDRED EIGHTY \$ \$240,180.00
(Print dollar amount in space above. Do not include Washington State Sales Tax)

Additional hourly rate for any ad-hoc work requested outside the Scope of Work \$ 72/HR

2) Outline of work to be completed addressing the Scope of Work: (attach separate sheet if necessary)

COMPLETE DEMOLITION OF EXISTING QUARTZ LINING AND INSTALL OF NEW AGGREGATE QUARTZ PLASTER LINING. (SEE ATTACHED PROPOSAL)

3) Outline of major Equipment, materials and supplies: (attach separate sheet if necessary)

UNIVERSAL CEMENT FINEST FINISH QUARTZ AGGREGATE

4) ALTERNATES *(Specify whether additive or deductive)*

(1) ADD FOR REPLACEMENT OF MAIN DRAIN COVERS \$ 3,300.00

(2) ADD FOR REPLACEMENT OF RACING LANE TILE \$ 15,820.00

(3) _____ \$ _____

(4) _____ \$ _____

(5) _____ \$ _____

(6) _____ \$ _____

Do not include Washington State Sales Tax in alternate amounts.

Time for Completion

The undersigned hereby agrees to complete all the work under the Base Quote (and accepted alternates) within 31 after the date of Notice to Proceed. 3 + 28 PER EXHIBIT A SECTION 1.3

UNIT PRICES *(Where applicable) (Do not include Washington State Sales Tax)*

<u>Item No.</u>	<u>Unit Description</u>	<u>Estimated Quantities</u>	<u>Additive Unit Price</u>	<u>Deductive Unit Price</u>	<u>Per Measurement</u>
1.			\$	\$	
2.			\$	\$	
3.	NOT APPLICABLE		\$	\$	
4.			\$	\$	
5.			\$	\$	

The above unit prices shall be for any additive and deductive work within 15% of the above estimated quantities. The unit price shall include full compensation for the cost of labor, materials, equipment, overhead, profit and any additional costs associated with the unit bid.

PROPOSED SUBCONTRACTORS (Per RCW 39.30.060)

The following is a list of the Subcontractors that will be used on the work if the Bidder is awarded the Contract.

Work to be Performed	Subcontractor
TILE INSTALL (IF ALTERNATE ACCEPTED)	ALL PHASE

Receipt of Addenda

Receipt of the following addenda is acknowledged: No addenda issued.

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Quote Signature. The Quote shall be signed by the Bidder, as follows:

Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" in the Official Capacity line.

Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" in the Official Capacity line.

Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. If the Quote is signed by officials other than the president and secretary of the company, or the president / secretary / treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Quote.

Joint Venture: Each party of the joint venture shall sign in a manner appropriate to such party as described above, similar to the requirements of a Partnership.


Name of Firm	<u>ANDERSON POOLWORKS</u>		
Signed by		Official Capacity	<u>PRESIDENT/TREASURER</u>
Print Name	<u>DANA ANDERSON</u>		
Signed by	_____		
Official Capacity	_____		
Print Name	_____		
Signed by	_____		
Official Capacity	_____		
Print Name	_____		
Address	<u>9500 SW BOECKMAN ROAD</u>		
City	<u>WILSONVILLE</u>	State	<u>OR</u>
Zip Code	<u>970700</u>		
Date	<u>7/31/2019</u>	Telephone	<u>503.625.5628</u>
FAX	_____		
State of Washington Contractor's License No:	<u>ANDERP*903RH</u>		
UBI No.	<u>602-010-044</u>	Federal Tax ID #	<u>93-1282953</u>
e-mail address:	<u>DANA@ANDERSONPOOLWORKS.COM</u>		

EXHIBIT D

**COMBINED AFFIDAVIT & CERTIFICATION FORM:
NON-COLLUSION, MINIMUM WAGE (NON-FEDERAL AID)**

NON-COLLUSION AFFIDAVIT

Being first duly sworn, deposes and says, that he/she is the identical person who submitted the foregoing Quote, and that such Quote is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and further, that the deponent has not directly induced or solicited any other individual or entity to put in a sham quote, or to refrain from submitting a quote, and that deponent has not in any manner sought by collusion to secure to himself/herself or to any other person any advantage over other bidder or bidders.

AND

MINIMUM WAGE AFFIDAVIT FORM

I, the undersigned, having duly sworn, deposed, say and certify that in connection with the performance of the work of this project, I will pay each classification of laborer, workman, or mechanic employed in the performance of such work not less than the prevailing rate of wage or not less than the minimum rate of wage as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

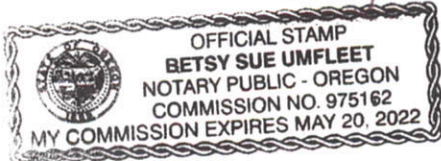
ANDERSON POOLWORKS

NAME OF BIDDER'S FIRM

[Handwritten Signature]

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF BIDDER

Subscribed and sworn to before me this 31ST day of JULY, 2019.



*Oregon*⁸² Notary Public in and for the State of
Washington, residing at *Wilsonville, OR*
Betsy S Umfleet

EXHIBIT F

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, 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.

ANDERSON POOLWORKS

Bidder's Business Name



Signature of Authorized Official*

DANA ANDERSON

Printed Name

PRESIDENT/TREASURER

Title

7/31/2019

Date

WILSONVILLE

City

OR

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

OREGON

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

N/A

** 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.*

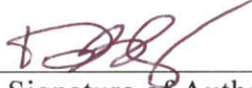
EXHIBIT G
Certification of Compliance with Public Works Contractor Training Requirements

The bidder hereby certifies that the bidder is in compliance with the Washington State Department of Labor and Industries Contractor Training Requirement established by RCW 34.04.350 or is exempt from such requirements

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

ANDERSON POOLWORKS

Bidder's Business Name



Signature of Authorized Official*

DANA ANDERSON

Printed Name

PRESIDENT/TREASURER

Title

7/31/2019

Date

WILSONVILLE

City

OR

State

2019 Pool Liner Resurfacing Project

From: Bookkeeping - <bookkeeping@wmsaquatics.com>

Sent: Wed, Jul 31, 2019 at 4:10 pm

To: info@tukwilapool.org

 [20190731150528.pdf](#) (703.8 KB)

Greetings!

Attached please find our bid and completed documents.

If you need anything else or can't read my writing, please let me know.

Sincerely, <<...>>

Norma Jean Hinkson

Business Office

W.M. SMITH & ASSOCIATES, INC.

dba: WMS AQUATICS

P.O. BOX 398

ELLENSBURG, WA 98926

United States

Phone: 1-800-426-9460

FAX: 1-509-962-4751

<<...>>

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PO Box 398
Ellensburg, WA 98926

July 31, 2019

Re: Tukwila Pool MPD 2019 Pool Resurfacing Project

Greetings,

We are pleased to have this opportunity to quote your Pool Resurfacing Project. Our proposal is summarized below and we estimate the cost to be \$ **334,500** not including sales tax.

Options #1: Prep tile in the waterline, gutter and deck areas and coat with Ecofinish: Additional \$52,942

Options #2: Prep and coat the moveable bulkhead: Additional \$23,530

PREPARATION - The following items are included in total price unless otherwise noted.

- * Mobilization to job site, travel and set up.
- * Drain unit to be resurfaced. - Customer to make provision for disposal of waste water.
- * Remove all inlet/outlet fittings, plug and seal off all inlets/outlets.
- * Tape and tarp off all areas not included in resurface including access to unit area, step tile and mosaic art
- * Prepare surface of unit for application of Ecofinish

aquaBRIGHT is a pneumatically applied high performance thermal plastic that eliminates most traditional pool finish shortcomings. 5-year labor 10-year materials.

Prep and coat racing lanes and targets with Ecofinish

Provide inlet covers only.

IMPORTANT NOTICE: The preceding description of work and related prices, which appear above are based upon a limited visual inspection of the pool since work to be performed by Contractor involves the renovation or repair of an existing structure, Contractor is unable to inform itself as to all potential existing conditions and/or limitations that may be encountered on the job site. For this reason, the prices set forth above do not include all factors that may have a bearing conditions encountered in connection with the repair or renovation and/or repair of the pool. The prices which appear immediately above are based upon reasonable anticipated conditions encountered in connection with the repair or renovation of a typical pool similar to the pool that is the subject of this contract. Specifically, not included in the prices are the existence of any nonapparent or unforeseen conditions or limitations at the job site. Contractor does not assume, and expressly denies responsibility for, costs associated with any nonapparent or unforeseen conditions that may be encountered.

In the event nonapparent or unforeseen conditions are encountered by Contractor and in the

further event that costs associated with such nonapparent or unforeseen conditions are in an amount greater than \$500.00, Contractor shall, upon such occurrences, immediately inform the customer. The customer shall have the following options;

(a) Authorize Contractor to undertake the nonapparent or unforeseen conditions at the customers expense.

(b) Arrange to have a third party perform the service at customer's expense. The work must be in accordance with plans and specifications approved by Contractor.

(c) Cancel the contract

In the event of cancellation, customer shall pay Contractor for all work performed up to the time of cancellation.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawing and specifications submitted for above work and completed in a substantial workmanlike manner for the sum indicated below with payments to be as follows:

JOB INVOICE #1 - 10% Deposit to schedule job

JOB INVOICE #2 - 50% Due Start of job.

JOB INVOICE #3 - 40% Due Completion of job

Please feel free to contact us with any questions.
We look forward to working with you on this project.

Sincerely,

Lyle Smith
WMS Aquatics
800-426-9460

Attach: Forms

EXHIBIT B - STATEMENT OF CONTRACTOR'S QUALIFICATIONS

Each Contractor submitting a Quote for this Project shall submit, as part of its Quote, the following information:

- Project*
1. Project Name: 2019 Pool Liner Resurfacing Project Number: TPMPD - 1022
 2. Contractor's Business Name: W.M Smith & Associates Inc
 3. Business Address: Po Box 398 Ellensburg WA 98926
 4. Business phone: 509-925-4462 Fax: _____
 5. Contractor Registration: Washington State License Number: WHSMIANORQ Status: Active Yes: No:
 6. How many years have you been engaged in the contracting business under the present firm name? 40+ years
 7. Describe the general character of work performed by your company: Commercial pool & Renovations
 8. List major contracts completed by your company, including contracting agency, type of work and approximate costs: (Provide at least three contract references with phone numbers- Provide additional pages if needed)
 - a) North Whidbey Parks & Rec - Shane Hoffmire 360-320-8517
 - b) Admiral Cove Beach Club Dennis Egan 206-229-0632
 - c) Ruburn School District 253-931-4712
 9. Bank references: Bank of the West Ellensburg WA
 10. State of Washington Excise Tax Registration No.: 600 334 810
 11. Industrial Insurance Account No.: 340,331-00 Account Current: Yes: No:
 12. Current UBI Number: 600 334 810 Account: Open Closed
 13. Employment Security Department (ESD) Number: 462210-00-0 Documentation available from ESD: Yes: No:
 14. Is your company or any company with which the bidder is affiliated, listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes: No:
 15. Is your company or any company with which the bidder is affiliated been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation? Yes: No:
 16. Has your company or any company with which the bidder is affiliated, violated RCW 39.04.370 more than one time as determined by the department of labor and industries? Yes: No:
 17. Has your company or any company with which the bidder is affiliated, within the three-year period immediately preceding the date of the bid solicitation, been 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 to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW? Yes: No:
 18. I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of this project should I be awarded the contract

Company: W.M. Smith & Associates Inc
 Authorized Signature: [Signature]
 Print Name and Title: Bookkeeper

Pool Renovation

Pump & Filtration

133 K
532 K
64 K

EXHIBIT C - QUOTE FORM

Project Name: 2019 Pool Liner Resurfacing
Project No.: TPMPD-1022
Name of Firm: W. M. Smith & Assoc. Inc

In compliance with the contract documents, the following Quote is submitted:

1) BASE QUOTE

_____ \$ 334,500
(Print dollar amount in space above. Do not include Washington State Sales Tax)

Additional hourly rate for any ad-hoc work requested outside the Scope of Work \$ _____

2) Outline of work to be completed addressing the Scope of Work: (attach separate sheet if necessary)

_____ See proposal _____

3) Outline of major Equipment, materials and supplies: (attach separate sheet if necessary)

4) ALTERNATES (Specify whether additive or deductive)

- (1) See proposal \$ _____
- (2) _____ \$ _____
- (3) _____ \$ _____
- (4) _____ \$ _____
- (5) _____ \$ _____
- (6) _____ \$ _____

Do not include Washington State Sales Tax in alternate amounts.
Time for Completion

The undersigned hereby agrees to complete all the work under the Base Quote (and accepted alternates) within _____ after the date of Notice to Proceed.

2 December 23rd
UNIT PRICES (Where applicable) (Do not include Washington State Sales Tax)

Quote Signature. The Quote shall be signed by the Bidder, as follows:

Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" in the Official Capacity line.

Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" in the Official Capacity line.

Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. If the Quote is signed by officials other than the president and secretary of the company, or the president / secretary / treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Quote.

Joint Venture: Each party of the joint venture shall sign in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

Name of Firm	<u>W. M. Smith & Associates Inc</u>		
Signed by	<u>Lyle Smith</u>	Official Capacity	<u>President +</u>
Print Name	<u>Lyle Smith</u>		
Signed by	_____		
Print Name	_____		
Signed by	_____		
Print Name	_____		
Address	<u>Po Box 398</u>		
City	<u>Ellensburg</u>	State	<u>WA</u>
		Zip Code	<u>98926</u>
Date	<u>7/31/19</u>	Telephone	<u>800-426-9460</u>
		FAX	_____
State of Washington Contractor's License No:	<u>WMSMIA110RQ</u>		
UBI No.	<u>600 334 810</u>	Federal Tax ID #	<u>91-1073083</u>
e-mail address:	<u>Lyle@wmsaquatics.com</u>		

<u>Item No.</u>	<u>Unit Description</u>	<u>Estimated Quantities</u>	<u>Additive Unit Price</u>	<u>Deductive Unit Price</u>	<u>Per Measurement</u>
1.			\$	\$	
2.			\$	\$	
3.			\$	\$	
4.			\$	\$	
5.			\$	\$	

The above unit prices shall be for any additive and deductive work within 15% of the above estimated quantities. The unit price shall include full compensation for the cost of labor, materials, equipment, overhead, profit and any additional costs associated with the unit bid.

PROPOSED SUBCONTRACTORS (Per RCW 39.30.060)

The following is a list of the Subcontractors that will be used on the work if the Bidder is awarded the Contract.

Work to be Performed	Subcontractor
Pool Liner Resurfacing	Ken's Pool + Spa

Receipt of Addenda

Receipt of the following addenda is acknowledged:

Addendum No. _____
 Addendum No. _____
 Addendum No. _____

Addendum No. _____
 Addendum No. _____
 Addendum No. _____

EXHIBIT D

COMBINED AFFIDAVIT & CERTIFICATION FORM:
NON-COLLUSION, MINIMUM WAGE (NON-FEDERAL AID)

NON-COLLUSION AFFIDAVIT

Being first duly sworn, deposes and says, that he/she is the identical person who submitted the foregoing Quote, and that such Quote is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and further, that the deponent has not directly induced or solicited any other individual or entity to put in a sham quote, or to refrain from submitting a quote, and that deponent has not in any manner sought by collusion to secure to himself/herself or to any other person any advantage over other bidder or bidders.

AND

MINIMUM WAGE AFFIDAVIT FORM

I, the undersigned, having duly sworn, deposed, say and certify that in connection with the performance of the work of this project, I will pay each classification of laborer, workman, or mechanic employed in the performance of such work not less than the prevailing rate of wage or not less than the minimum rate of wage as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

W. M. Smith & Associates, Inc

NAME OF BIDDER'S FIRM

W. M. Smith

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF BIDDER

Subscribed and sworn to before me this 31 day of July, 2019.



Notary Public in and for the State of
Washington, residing at
Ellensburg WA

EXHIBIT F

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, 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.

W.M. Smith & Associates Inc
Bidder's Business Name

[Signature]
Signature of Authorized Official*

Lyle Smith
Printed Name

President
Title

July 31, 2019 Ellensburg WA
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:

Washington

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.

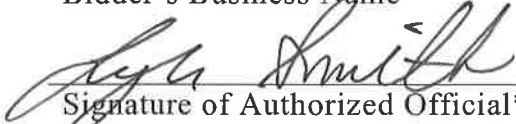
EXHIBIT G
Certification of Compliance with Public Works Contractor Training Requirements

The bidder hereby certifies that the bidder is in compliance with the Washington State Department of Labor and Industries Contractor Training Requirement established by RCW 34.04.350 or is exempt from such requirements

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

W.M. Smith & Associates Inc.

Bidder's Business Name



Signature of Authorized Official*

Lyle Smith

Printed Name

President

Title

7/31/19

Date

Ellensburg

City

WA

State


RFQ Tukwila Pool

From: Aaron Kimura <aaronk@orcapacific.com>

Sent: Wed, Jul 31, 2019 at 4:11 pm

To: info@tukwilapool.org

 image001.png (21.8 KB)  RFQ-Tukwila-Pool-MPD-2019-Pool-Liner-Resurfacing-Project.pdf (2.9 MB)

 Collusion.pdf (184.4 KB) — [Download all](#)

Good Afternoon,

Attached is Orca Pacific's bid for the Tukwila pool liner. The second attachment is the collusion pdf.

Please feel free to contact me with any questions, comments or concerns.

Thank you for allowing Orca to bid on your services!

Kind regards,

Aaron Kimura

Orca Pacific Inc.

p. 888.878.8366 f. 888.515.8346

280 44th St. NW Auburn, WA 98001

www.orcapacific.com

TUKWILA POOL METROPOLITAN PARK DISTRICT
Small Works Roster Request for Quotes
Project: **2019 POOL LINER RESURFACING PROJECT**

Tukwila Pool Metropolitan Park District “District” is a special purpose junior taxing district within King County, Washington. The District is seeking quotes for the resurfacing of the pool liner “Work” as more specifically described below “Quotes.” Quotes will be accepted July 15, 2019 through July 31, 2019. A contract may be awarded by the Board of Commissioners after August 8, 2019.

All Contractors submitting a Quote shall comply with the following requirements and such requirements shall be part of the contract to perform the work.

1. **Site Visit.** All Contractors intending to submit a Quote shall conduct a site visit prior to submitting a Quote. A Site visit for all Contractors must be scheduled with the Project Manager.
2. **Submission Deadline.** Quotes will be accepted until 5pm on July 31, 2019 at Tukwila Pool located at 4414 S. 144th Street, Tukwila WA 98168 or via email at info@tukwilapool.org
3. **Contractor Listed as a Vendor on MRSC Rosters.** The District is using the MRSC Rosters listings and following the norms established therein. So long as Contractor can be found on the District’s Small Works Roster list as providing:

Main Category: Facility Construction, Repair, and Maintenance

Sub Category: Swimming Pool Construction/Renovation

by the closing date of the RFQ, the Contractor shall be deemed to have met this requirement. Placing one’s business on the roster, according to the website, requires three business days once the three-step application has been completed and submitted to them. MRSC Rosters website: <http://mrscrosters.org/businesses/business-membership/>

4. **Knowledge of Project.** The Contractor submitting a Quote has examined the site, local conditions, bid documents, and all applicable laws and ordinances covering the Work contemplated. The Contractor is familiar with the terms, provisions, and requirements of the foregoing, all of their respective terms and conditions are incorporated herein by this reference and the Quote is tendered as an offer to perform the Work and furnish the equipment, materials, appurtenances, and guarantees, complete in place, in good working order.
5. **Proof of Competency of Contractor.** To demonstrate qualification for performing the Project, Contractors may be requested to submit written evidence of financial position, previous experience, current commitments, references from prior customers relating to ability perform the work. Each Contractor submitting a Quote must meet the following minimum requirements and must insure that all subcontractors that will be used also meet the minimum requirements.
 - 5.1. At the time of Quote submittal, have a current certificate of registration in compliance with chapter 18.27 RCW, proof of which must be submitted with the Quote;

- 5.2. Have a current state unified business identifier number;
- 5.3. Have industrial insurance coverage for the Contractor's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW.
- 5.4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- 5.5. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation.
- 5.6. Until December 31, 2013, not have violated RCW 39.04.370 more than one time as determined by the department of labor and industries.
- 5.7. Within the three-year period immediately preceding the date of the bid solicitation, not have been 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 to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
6. **Project Timeline.** The preferred date range for start and completion of the Work shall be from November 15, 2019 through December 23, 2019 or another range of dates if mutually agreed.
7. **Bonding.** Contractor must be able to execute and deliver to the District a satisfactory payment and performance bond equal to 100% of the bid amount upon award of the bid if required under Paragraph 6 of the contract form attached hereto as Exhibit A.
8. **Insurance.** Contractor agrees to obtain at its own cost and expense insurance as specified in the contract form attached hereto as Exhibit A.
9. **Prevailing Wages.** Unless exempt under WAC 296-127-026, Contractor shall pay prevailing wages as currently published by the Washington State Department of Labor and Industries and shall comply with chapters RCW 39.12 and RCW 49.28. A Notice of Intent to Pay Prevailing Wages and prevailing wage rates for the Project must be posted for the benefit of workers. At the conclusion of the Contract, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Contract shall be withheld until certification by the director has been received by the District that the prevailing wage requirements of the law have been satisfied. The Contractor hereby certifies that it has not been cited for two violations within the last five (5) years, and is thus not prohibited from bidding on public works contracts. The Contractor further assures the District that it will use no sub-contractor who is thus prohibited.

- 10. Laws and Regulations.** The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they shall be deemed to be included in the Contract the same as though written out in full therein. Contractors are advised that if successful, they will be required to meet all applicable federal, state, and local laws pertaining to permits, licenses, fees and taxes, as well as laws pertaining to employment and wages. Contractors are responsible for determining the extent and applicability of such laws.
- 11. Guaranty.** The Contractor shall and does hereby guarantee for a period of five (5) years from date of acceptance by the District all materials, workmanship and equipment installed under this contract to be as specified and of a good quality. Should any defect develop due to faulty material or workmanship within the guarantee period, the Contractor shall correct the defect and make good all damages that may have been caused by the defect. This work shall be done promptly and without cost to the District and at the entire expense of the Contractor. The Contractor shall comply with all product manufacturer requirements for installation and shall provide to District documentation that all manufacturer warranties are in full force and effect at the completion of the work.
- 12. Contract Award.** The District reserves the right to reject any or all Quotes, to waive minor irregularities in any Quotes or in the procedures and to accept any Quote presented which the District deems to be the lowest responsible bidder whose Quote in the best interest of District.
- 13. Contract Form:** Contractor shall execute the form of Agreement attached as Exhibit A.
- 14. Statement of Qualifications.** See Exhibit B.
- 15. Quote Form.** See Exhibit C.
- 16. Minimum Wage/Non Collusion Affidavit.** See Exhibit D
- 17. Performance Bond Form.** See Exhibit E.
- 18. Certification of Compliance with Wage Payment Statutes.** See Exhibit F.
- 19. Certification of Compliance with Contractor Training Requirements.** See Exhibit G.
- 20. Scope of Work.** See Exhibit H.
- 21. Prevailing Wage Rates.** See Exhibit I.
- 22. District Information:** Project Manager: Brad Harpin, Director of Aquatics Operations
Manager Mailing Address: 4414 S. 144th St., Tukwila WA 98168
Email Address: info@tukwilapool.org
Main Phone: 206-267-2350
Direct Phone: 425-276-4980
Fax: None

EXHIBIT A CONTRACT FORM

PUBLIC WORKS CONTRACT

This Contract is entered into between TUKWILA POOL METROPOLITAN PARK DISTRICT a municipal corporation, referred to as "Owner", and **Orca Pacific, Inc.**, referred to as "Contractor."

In consideration of the following terms and conditions and those contained in the documents incorporated by reference and made a part of this Contract, the parties agree as follows:

1. THE WORK

1.1. The Contractor shall perform all work and furnish all tools, materials, labor and equipment for the Owner and all work associated with the project entitled:

Title: **2019 POOL LINER RESURFACING PROJECT**

Contract Number: **TPMPD – 1022**

1.2. The work shall be performed in accordance with the following Contract Documents: RFQ-Tukwila-Pool-MPD 2019 Pool liner Resurfacing Project.pdf (this document); and all other forms and documents referenced in such documents which are hereby referred to as the Contract Documents and by this reference are made a part of this Contract.

1.3. The work shall start within 3 calendar days after the date of the written Notice to Proceed and be substantially completed within 28 calendar days and fully completed within an additional 10 calendar days. If the work is not completed within the time specified, the Contractor agrees to pay to the Owner liquidated damages in accordance with the provisions contained in the Contract Documents. The Contractor shall provide and bear all expense of all equipment, work, and labor of any sort whatsoever that may be required for the materials and for constructing and completing the work provided for in this Contract, except for those noted in the specifications to be furnished by the Owner and installed by Contractor.

1.4. In the event of any conflict between the provisions of this Contract and incorporated Contract Documents and other terms and conditions, the provisions of this Contract shall control. The conflict shall be brought to the attention of the Owner.

1.5. The Contractor shall provide and bear all expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in the Contract Documents and every part thereof, except as mentioned in the specifications to be furnished by the Owner.

1.6. Owner agrees to use its best efforts to allow Contractor full access and use of the



4. LIQUIDATED DAMAGES

4.1. If the work is not completed within the specified time period, because of difficulty in computing the actual damages to the Owner arising from any delay in completing this Contract, it is determined in advance and agreed by the parties that the Contractor shall pay the Owner the amount of \$1000.00 per calendar day that the work remains uncompleted after expiration of the specified time for completion. The parties agree that this amount represents a reasonable forecast of the actual damages that the Owner will suffer by failure of the Contractor to complete the work within the agreed time period. The execution of this Contract shall constitute acknowledgment by the Contractor that the Contractor has ascertained and agrees that the Owner will suffer actual damages in the above amount for each day during which the completion of the work is delayed beyond the agreed completion date. In the event of construction delays beyond the control of the Contractor the completion date will be extended by an equivalent number of days provided that the Contractor notifies the Owner of the cause of the delay, in writing, within 24 hours of the beginning of the delay.

5. SUBCONTRACTOR RESPONSIBILITY (RCW 39.06.020)

5.1. The Contractor shall include the language of this section in each of its first tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of subcontractor's subcontracts adjusting only as necessary the terms used for the contracting parties. On request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that each subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

5.2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

5.2.1. At the time of bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW, proof of which must be submitted with the bid;

5.2.2. Have a current Washington State unified business identifier number;

5.2.3. Have industrial insurance coverage for the subcontractor's employees working in Washington as required in Title 51 RCW; an employment security Department number as required in Title 50 RCW; a state excise tax registration number as required in Title 82 RCW; an electrical contractor license, if required by Chapter 19.28 RCW; an elevator contractor license, if required by Chapter 70.87 RCW;

5.2.4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);



5.2.5. Within the three-year period immediately preceding the date of the bid solicitation, not have been 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 to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW

6. BOND

6.1. Contractor shall provide a performance and payment bond to the Owner in accordance with RCW 39.08.010. Such bonds shall be issued by surety licensed to business in the State of Washington acceptable to Owner in a form substantially in compliance with the form included in the Contract Documents. If this Contract is for less than \$150,000, Contractor may authorize the Owner in writing, in lieu of the bond, to retain 10% of the Contract amount in accordance with RCW 39.08.010 to be held and managed consistent with the requirements specified in paragraph 16.

7. INDEMNIFICATION AND HOLD HARMLESS

7.1. The Contractor shall indemnify, defend and save the Owner and its commissioners, officers, employees and agents harmless from any and all claims and risks and losses, damages, demands, suits, judgments and attorney's fees or other expenses of any kind on account of or relating to injury to or death of any and all persons or on account of all property damage of any kind, or in any manner connected with the work performed under this Contract, or caused in whole or in part by the Contractor, a subcontractor or their property, employees or agents during performance of the work or at any time before final acceptance, except only for those losses resulting from the sole negligence of the Owner with regard to activities within the Contractor's scope of work

7.2. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Owner, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

7.3. In an arbitration or lawsuit with respect to this hold harmless provision, the Contractor shall prepare and defend that lawsuit at its own cost and expense. If judgment is rendered or settlement made requiring payment of damages by the Owner, its officers, agents, employees and volunteers, the Contractor shall pay the same.



8. INSURANCE

- 8.1. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Owner reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- 8.2. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated in Section 8.3.
- 8.3. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this Contract, and the Contractor shall annually provide the Owner with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Owner to assure financial responsibility for liability for services performed.
- 8.4. The insurance policies shall contain a "cross liability" provision.
- 8.5. The Contractor's and all sub contractors' insurance coverage shall be primary and non-contributory insurance as respects the Owner's insurance, self-insurance, or insurance pool coverage.
- 8.6. The Contractor shall provide the Owner and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- 8.7. Upon request, the Contractor shall forward to the Owner a full and certified copy of the insurance policy(s).
- 8.8. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Owner.
- 8.9. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Owner may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the



Contractor from the Owner.

- 8.10. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.
- 8.11. All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):
- 8.11.1. The Owner and its officers, elected officials, employees, agents, and volunteers;
- 8.11.2. The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes limits lower than those maintained by the Contractor. Additional insured status shall include Products Completed Operations.
- 8.12. Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverage listed in Paragraph 9. Upon request of the Owner, the Contractor shall provide evidence of such insurance.
- 8.13. The Contractor shall deliver to the Owner a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:
- 8.13.1. An ACORD certificate or a form determined by the Owner to be equivalent.
- 8.13.2. Copies of all endorsements naming Owner and all other entities listed in Paragraph 8.11 as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
- 8.13.3. Any other amendatory endorsements to show the coverage required herein.
- 8.14. The insurance shall provide the minimum coverage and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.



9. TYPES AND LIMITS OF INSURANCE REQUIREMENTS

9.1. The Contractor shall maintain Workers' Compensation Insurance and/or Longshore and Harbor Workers Insurance as required by State or Federal statute, for all of his employees to be engaged in work on the Project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and/or Longshore and Harbor Workers' Insurance for all of the latter's employees engaged in such work. The Contractor's Labor & Industries account number shall be noted on the Certificate of Insurance.

9.1.1. A policy of Commercial General Liability Insurance, including:

- Per project aggregate
- Premises/Operations Liability
- Products/Completed Operations – for a period of three years following final acceptance of the work.
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap / Employers' Liability
- Explosion, Collapse, or Underground Property Damage (XCU)

9.1.2. Such policy must provide the following minimum limits:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury, each offence
- \$2,000,000 Personal & Advertising Injury, Aggregate

9.1.3. Stop Gap / Employers' Liability

- \$1,000,000 Each Accident
- \$1,000,000 Disease - Policy Limit
- \$1,000,000 Disease - Each Employee

9.1.4. Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

- \$1,000,000 combined single limit

9.1.5. The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

9.1.6. Contractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form (including earthquake and flood coverage) in the amount of the initial Contract Sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance



shall be maintained until final payment has been made as provided in Section 3.2 or until no person or entity other than the Owner has an insurable interest in the property required by this Section to be covered, whichever is later. This insurance shall include interests of the Owner the Contractor, and Subcontractors. The Owner shall be a named insured under such policy.

10. CHANGE ORDERS

10.1. The Owner reserves the right to make, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered. Among others, these changes and alterations may include:

- 10.1.1. Deleting any part of the work,
- 10.1.2. Increasing or decreasing quantities,
- 10.1.3. Altering specifications, designs, or both,
- 10.1.4. Altering the way the work is to be done,
- 10.1.5. Adding new work,
- 10.1.6. Altering facilities, equipment, materials, services, or sites, provided by the Owner.
- 10.1.7. Ordering the Contractor to speed up or delay the work.

10.2. The Owner will issue a written change order for any change. If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Owner may determine to be fair and equitable.

10.3. The Contractor shall proceed with the work upon receiving:

- 10.3.1. A written change order approved by the Owner.

10.4. The Contractor accepts all requirements of a change order by:

- 10.4.1. endorsing it,
- 10.4.2. writing a separate acceptance, or
- 10.4.3. not protesting in the way this section provides.

10.5. A change order that is not protested as provided in this section shall be full payment and final settlement of all claims for contract time and for all costs of any kind, including costs of delays, related to any work either covered or affected by the change. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the Owner any written or oral order (including



directions, instructions, interpretations, and determinations). By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work.

10.6. The Contractor may protest change orders or other claims as provided below:

10.6.1. If the Contractor is in disagreement with anything required in a change order or another written order from the Owner, including any direction, instruction, interpretation, or determination by the Owner, the Contractor shall:

10.6.2. Immediately give a signed written notice of protest to the Owner before doing the work specified in the change order or within fourteen (14) calendar days of the occurrence of an event or events giving rise to a claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to a claim, whichever occurs first;

10.6.3. Supplement the written protest within 15 calendar days with a written statement providing the following:

- (a) The date of the protested order or claim
- (b) The nature and circumstances which caused the protest or claim;
- (c) The contract provisions that support the protest or claim;
- (d) The estimated dollar cost, if any, of the protested or claimed work and how that estimate was determined; and
- (e) An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and

10.7. If the protest is continuing, the information required above, shall be supplemented as requested by the Owner. In addition, the Contractor shall provide the Owner, before final payment, a written statement of the actual adjustment requested. Throughout any protested work, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Owner access to these and any other records needed for evaluating the protest as determined by the Owner. The Owner will evaluate all protests provided the procedures in this section are followed. If the Owner determines that a protest is valid, the Owner will adjust payment for work or time. No adjustment will be made for an invalid protest.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF PROTEST OR CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY PROTEST OR CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THE UNDERLYING CHANGE ORDER OR CLAIM OR CAUSED BY THAT DELAY.

10.8. In spite of any protest or claim, the Contractor shall proceed promptly with the work as the Owner orders.



11. CLAIMS

- 11.1. The Contractor shall give written notice to the Owner of all claims other than change orders within five (5) calendar days of the occurrence of events giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement. At a minimum, a Contractor's written claim must include the information required in Paragraph 10.6 regarding protests.
- 11.2. FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.
- 11.3. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

12. TERMINATION

- 12.1. If Contractor breaches any of its obligations under this Contract, and fails to cure the same within five (5) days of written notice to do so, the Owner may terminate this Contract, in which case the Owner shall pay the Contractor cost incurred to date of written notice.
- 12.2. The Owner may terminate this Contract upon ten (10) days written notice to the Contractor for any reason and without cause in which case the Owner shall pay the Contractor for costs incurred to the date of written notice.

13. CONTRACTOR RECORDS

- 13.1. Contractor agrees to make all project related books and records available to the Owner for inspection, review, photocopying and audit in the event of a Contract related dispute, claim, modification or other Contract related action at reasonable times and at places designated by the Owner.

14. DEFECTIVE OR UNAUTHORIZED WORK

- 14.1. The Owner reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this contract, and extra work and materials furnished without the Owner's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the Owner may complete the work by contract or otherwise, and the Contractor shall be liable to the Owner for any additional costs incurred by the



Owner. "Additional costs" means all reasonable costs incurred by the Owner, including legal costs and attorneys' fees, beyond the maximum contract price under this Agreement. The Owner further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor

15. PREVAILING WAGES

15.1. The Contractor represents under penalty of perjury of the laws of the state of Washington, that the only individuals providing services under this contract are exempt from prevailing wages pursuant to WAC 296-127-026 as either the sole owner or spouse of the owner of Contractor's company, a partner owning at least thirty percent of Contractor's Company or the president, vice president or treasurer of the Contractor's corporation if such officer owns at least thirty percent of the corporation.

Signature of Contractor

If not signed by Contractor, the following paragraph shall control

15.2. The Contractor shall pay prevailing wages and shall comply with chapter RCW 39.12 and chapter 49.28 RCW. A Notice of Intent to Pay Prevailing Wages and prevailing wage rates for the Project must be posted on the Project site. At the conclusion of the Contract, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Contract shall be withheld until certification by the director has been received by the Owner that the prevailing wage requirements of the statute have been satisfied. The Contractor certifies that it has not been cited for two violations within the last five (5) years, and is not prohibited from bidding on public works contract. The Contractor further certifies that it will use no sub-contractor who is prohibited.

15.3. Prevailing Wages for the county in which the Project is located can be found at:
<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/IsPrevWageJob/default.asp>

16. RETAINAGE

16.1. Pursuant to RCW 60.28, a sum of 5 percent (or 10 percent if the Contract Sum is less than \$150,000 and Contractor has requested a waiver of the performance bond requirement under Paragraph 6) of the monies earned by the Contractor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Title 82 RCW, and (2) the claims of any person arising under the Contract.

16.2. Monies retained under the provisions of RCW 60.28 shall be retained in a fund by the Owner unless Contractor elects for an alternative method of holding the retainage as provided under RCW 60.28.

16.3. The Contractor agrees to notify Owner within five (5) days of the receipt of any of



the following:

- 16.3.1. Notification that a lien may be claimed by any person, firm or corporation furnishing materials, supplies or equipment to any subcontractor for work on the project in accordance with RCW 60.28.015.
- 16.3.2. Notification by the Department of Labor and Industries of any proceedings, complaint or investigation conducted under the provisions of RCW 39.12.065.
- 16.4. The retained percentage may be held by Owner until all claims and proceedings referred to above have been resolved to the satisfaction of Owner.
- 16.5. In the event the retainage is insufficient to cover payment of the items set forth in Section 16.1, Contractor shall be liable for all such insufficiencies and all costs incurred by Owner, including attorney fees, to recover such insufficiencies.

17. PROJECT SAFETY.

- 17.1. The Contractor shall be solely and completely responsible for safety conditions on the job site, including the safety of all persons and property during performance of the work. The services of Owner's employees or the Owner's agents or Consultant's personnel in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding or trenching, or safety measures in, on or near the construction site. The Contractor shall provide safe access for the Owner and its inspectors to adequately inspect the quality of work and the conformance with project specifications.
- 17.2. Contractor is responsible for locating any underground utilities affected by the work and is deemed to be an excavator for purposed of chapter 19.122 RCW. Contractor shall be responsible for compliance with chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities. Contractor is also responsible for ensuring adequate trench safety and compliance as required by the Washington State Industrial and Health Act. The Contractor shall be responsible to notify, pay for and coordinate his work with One Call service at 456-8000.
- 17.3. All work shall be performed to comply with all county, state and federal safety regulations. Barricades, signs, guards and warning lights shall be installed around the construction site necessary to protect persons from injury. Security fencing is required until the project site is secure, and all openings are lockable.

18. DISPUTE RESOLUTION

- 18.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, any party may request mediation through a process to be mutually agreed



to in good faith between the parties within 30 days of a party notifying the other parties in writing that a dispute exists "Dispute Notice." The participating parties shall share equally the costs of mediation and each participating party shall be responsible for its own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

18.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 45 calendar days of the Dispute Notice or within 30 days of end of the mediation, either party may submit the dispute to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Superior Court as amended, located in the county in which the Project is located, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with all participating parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. The prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the arbitrator.

18.3. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the Superior Court of the County in which the Project is located. The court shall determine all questions of law and fact without empaneling a jury for any purpose.

18.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

18.5. The prevailing party in any action to enforce the terms of this contract, in addition to costs, shall be entitled to reasonable attorney's fees and expenses of arbitration including expert witness fees, paralegal costs and copying costs as determined by the arbitrator or court including costs and fees incurred on appeal.

19. SUSPENSION OF THE WORK

19.1. The Owner may, at any time suspend the work, or any part thereof, by giving notice to the Contractor in writing. The work shall be resumed by the Contractor within fourteen (14) calendar days after the date fixed in the written notice from the Owner to the Contractor to do so. The Owner shall not reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.



19.2. Suspension of the work by the Owner shall not furnish any ground for claim by the Contractor for damages or extra compensation, but the period of such suspensions shall be taken into consideration in determining the revised date for completion as hereinafter provided. The Contractor shall not suspend work under the contract without the written order of the Owner as stated in the preceding paragraph. The Contractor will be required to work a sufficient number of hours per day in order to complete the project within the days specified. The Owner shall determine the question as to the necessity of discounting any portion of the work by reason of unfavorable weather conditions.

19.3. Upon failure of the Contractor to carry out the orders of the Owner or to perform work under the contract in accordance with its provisions, the Owner may suspend the work for such period, as Owner deems necessary. Time lost by reason of such failure or in replacing improper work or materials shall not furnish any ground to the Contractor for claiming an extension of time or extra compensation and shall not release the Contractor from damages of liability from failure to complete the work within the time prescribed.

20. USE OF COMPLETED PORTION OF WORK

20.1. The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time may not have expired for completing the entire work. Such taking possession and use shall not be deemed to be completion of the contract in respect to such work nor shall the same be deemed to be any acceptance of any work not completed in accordance with the Contract Documents.

21. AUTHORITY OF OWNER'S CONSULTANT

21.1. The Owner may designate an Architect, Engineer or other consultant as the Owner's Consultant at any time under this Contract. In the event the Owner designates such a Consultant, the Consultant shall have the following express authority plus any additional authority granted by the Owner in writing during the performance of this Agreement by Contractor:

21.1.1. The Consultant shall act as advisor and Consultant to the Owner in matters relating to the contract administration and interpretation, PROVIDED, HOWEVER, nothing contained herein or elsewhere in the Contract Documents shall be construed as requiring the Consultant to direct the method or manner of performing any work by the Contractor under this contract.

21.1.2. It is understood and agreed by and between the parties hereto that the work included in the contract is to be done to the complete satisfaction of the Owner and Consultant and that the decision of the Owner and Consultant as to the true construction and meaning of the contract, plans, specifications and estimates and as to all questions arising as to proper performance of the work



shall be final. The Consultant shall determine the unit quantities and the classifications of all work done and material furnished under the provisions of this agreement and Consultant's determination thereof shall be final and conclusive and binding upon the Contractor.

- 21.1.3. The Consultant shall decide any and all questions that may arise as to the quality or acceptability or materials furnished and work performed and as to the rate of progress of the work, and questions as to acceptable fulfillment and performance of the contract on the part of the Contractor and as to compensation. The decision of the Consultant in such matters shall be final. The Consultant may direct the sequence of conducting work when it is in locations where the Owner is doing work either by contract or by its own forces, or where such other works may be affected by the contract, in order that conflict may be avoided and the work under these specifications be harmonized with that under other contracts, or with specifications be harmonized with that under other contracts, or with other work being done in connection with, or growing out of, operations of the Owner. Nothing herein contained, however, shall be taken to relieve the Contractor of any of its obligations of liabilities under the contract.
- 21.1.4. The Consultant shall not have authority to waive the obligation of the Contractor to perform the work in accordance with the Contract Documents. Failure or omission on the part of the Consultant to condemn unsuitable, inferior or defective work and /or labor and material or equipment furnished under the contract shall not release the Contractor or Contractor's bond from performing the work in accordance with the Contract Documents.
- 21.1.5. Determination of "OR EQUAL". The Consultant will be the sole judge in the question of "or equal" of any supplies of materials proposed by the Contractor. The Contractor shall pay to the Owner the cost of test and evaluations by the Consultant to determine acceptability of alternates proposed by the Contractor, in accordance with the established rates of the Consultant for time and expense work, the total cost of which may be offset by the Owner against the contract price.
- 21.1.6. Inspection of Work and Materials: The Consultant will make periodic visits to the job to familiarize Consultant generally with the progress and quality of the work. The Consultant will carry out reasonable inspections of the work to determine if it is proceeding in accordance with the Contract Documents.
- 21.1.7. The Consultant shall at all times have access to the work to observe the progress and quality wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for necessary inspection and testing. If any work should be covered up without approval or consent of the Consultant, it must, if required by the Owner, be uncovered for inspection at the Contractor's expense. After inspection, the Owner may order



a re-examination of questioned work, and if so ordered, the Contractor shall uncover the work. If such work is found by the Consultant to be in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs.

22. PLANS AND WORKING DRAWINGS

22.1. Upon receipt of award of contract, the Contractor shall carefully study and compare all drawings, specifications and other instructions and shall, prior to ordering material or performing work, report in writing to the Owner any error, inconsistency or omission in respect to design, mode of construction or cost which Contractor may discover. If the Contractor, in the course of this study or in the accomplishment of the work, finds any discrepancy between the drawings and the physical condition of the locality as represented in the drawings, or any such errors or omissions in respect to design, mode of construction or cost in the drawings or in the layout as given by points and instructions, it shall be Contractor's duty to inform the Owner immediately in writing. Any work done after such discovery, until correction of drawings or authorization of extra work is given, if the Owner finds that extra work is involved, will be done at the Contractor's risk. If extra work is involved, the procedure shall be as provided in changes in the work.

22.2. Conformity With and Deviations From Plans and Stakes: The Contractor shall preserve bench marks, reference points and stakes, and in case of destruction or removal thereof for any reason, the Contractor is responsible for the resulting cost for replacement and shall be responsible for any mistakes and loss or damage arising therefrom which may be caused by absence, destruction, removal or disturbance thereof.

22.3. Ownership and Use of Documents: All documents, drawings and specifications and other materials produced by the Contractor in connection with the services rendered under this Contract shall be the property of the Owner whether the project for which they are made is executed or not. The Contractor shall be permitted to retain copies, including reproducible copies of drawings and specification for information, reference and use in connection with the Contractors endeavors, the Contractor shall not be responsible for any use of the said documents, drawings, specifications or other materials by the Owner on any project other than the project specified in this Contract.

23. FINAL ACCEPTANCE

23.1. All material and completed work are subject to final inspection by the Owner.

23.2. Completion and/or Correction of Work and Remedies Before Final Payment: If the Contractor should neglect to prosecute the work properly and/or fail to perform any provision of this contract, the Owner after seven (7) calendar days' written notice to the Contractor, may, without prejudice to any other remedy Owner may have, make



good such deficiencies and deduct the cost thereof from payments then or thereafter due the Contractor.

23.3. The Contractor shall promptly remove from the construction site all materials condemned by the Owner as failing to conform to the contract, whether incorporated in the work or not; and the Contractor shall promptly replace and re-execute the work in accordance with the intent of the contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such condemned work and material within the period herein above described, the Owner may remove and store any such material at the expense of the Contractor. If the Contractor does not pay the cost of such removal within ten (10) calendar days from the date the notice to the Contractor of the fact of such removal, the Owner may, upon an additional ten (10) calendar days' written notice, sell such materials at public or private sale, and deduct all costs and expenses incurred, including costs of sale, accounting to the Contractor for the net proceeds remaining, and the Owner may bid at any such sale. The Contractor shall be liable to the Owner for the amount of any deficiency from any funds otherwise due the Contractor.

23.4. The Contractor shall bear the risk of loss or damage for all finished or partially finished work until the Owner finally accepts the entire contract.

24. SUPERINTENDENT AND SUPERVISION

24.1. The Contractor shall keep on the construction site during progress of the work a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in Contractor's employ. The superintendent shall represent the Contractor in Contractor's absence and all directions given to the superintendent shall be as binding as though given to the Contractor. Instructions to the Contractor shall be confirmed in writing upon Contractor's request in each case. The Contractor shall give efficient supervision to the work, using Contractor's best skill and attention.

25. SEPARATE CONTRACT -INTERFERENCE WITH OTHER CONTRACTORS

25.1. The Owner reserves the right to perform work with its own forces or to let other contracts for work under similar general conditions in connection with this project, of which the work is awarded to one or more contractors under separate contract is a part. The Contractor shall afford the Owner and other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their respective work and shall properly connect and coordinate Contractor's work with theirs.



26. GENERAL CONTRACTOR RESPONSIBILITIES

- 26.1. Permits, permission under franchises, licenses and bonds of a temporary nature necessary for and during the prosecution of the work, and inspection fees in connection therewith shall be secured and paid for by the Contractor. Where the Owner is required to secure such permits, permission under franchises, licenses and bonds against the Contractor the Owner may offset the costs incurred against the contract price.
- 26.2. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work required by the Contract Documents. If the Contractor observes that the Contract Documents, or any part thereof, are inconsistent or at variance therewith, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be made as provided in the contract for changes in work. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations or prior to obtaining permits, permission under franchises, licenses and/or bonds as required to be furnished by or obtained by the Owner, Contractor does so at Contractor's own risk and without payment or reimbursement from Owner unless Owner shall have given written approval thereof to the Contractor.
- 26.3. The Contractor shall continuously maintain adequate protection of the work from damage and shall protect the Owner's property from injury or loss arising in connection with or during the existence of this contract. Contractor shall make good any such damage, injury or loss, except such as may be directed due to errors in the Contract Documents or caused by agents or employees of the Owner. Contractor shall adequately protect adjacent property from loss or damage occasioned by performance of the work. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

27. WARRANTY

- 27.1. Upon acceptance of the contract work, contractor must provide the Owner a five (5)-years warranty bond in a form and amount acceptable to the Owner. The contractor shall correct all defects in workmanship and materials within five (5) years from the date of the Owner's acceptance of the contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for five (5) years from the date such correction is completed and accepted by the Owner. Depending on the nature of the defect, the contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the Owner of the defect, or a timeframe acceptable to the owner. If repair of defect requires complete pool closure, the Contractor shall pay the Owner the amount of \$1000 per calendar day that the work remains uncompleted after expiration of the specified time for completion. If the contractor does not accomplish the corrections



within a reasonable time as determined by the Owner, the Owner may complete the corrections and the contractor shall pay all costs incurred by the Owner in order to accomplish the correction.

28. LIMITATION OF ACTIONS

28.1. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

29. MISCELLANEOUS PROVISIONS

29.1. Independent Contractor. The parties intend that the Contract Document will create an independent contractor relationship.

29.2. Nondiscrimination. In the hiring of employees for the performance of work under the Contract Documents the Contractor, its subcontractors, or any person acting on behalf of Contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

29.3. Compliance with Laws. Contractor shall comply with all federal, state and local laws, rules and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by the Contract Documents or accruing out of the performance of those operations.

29.4. Work Performed at Contractor's Risk. Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

29.5. Non-waiver of Breach. The failure of the Owner to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.

29.6. Governing Law. The Contract Documents shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the Owner and Contractor under any of the provisions of the Contract Documents, resolution of that dispute shall be available only through the jurisdiction, venue, and



rules of the Superior Court of the County in which the Project is located.

29.7. Written Notice. All communications regarding the contract shall be sent to the parties at the addresses listed on the signature page of the contract, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the contract.

29.8. Assignment. Any assignment of this contract by the Contractor without the written consent of the Owner shall be void.

29.9. Modification. No waiver, alteration, or modification of any of the provisions of the Contract Documents shall be binding unless in writing and signed by a duly authorized representative of the Owner and Contractor.

29.10. Severability. If any one or more sections, sub-sections, or sentences of the contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of the contract and the remainder shall remain in full force and effect.

29.11. Entire Agreement. The written provisions and terms of the Contract Documents, which include these General Conditions as well as the mechanical, electrical, and structural consultants' specifications, provisions, and plans, together with any attached exhibits, supersede all prior verbal statements by any representative of the Owner, and those statements shall not be construed as forming a part of or altering in any manner the Contract Documents. The Contract Documents and any attached Exhibits contain the entire agreement between the parties. Should any language in any Exhibit to the Contract Documents conflict with any language contained in the Contract Documents, the terms of the Contract Documents shall prevail.

For the Owner:

By: _____
[signature]
Name: Brad Harpin _____
[printed]
Director of Aquatics
Title: Operations _____
EIN: 45-3190673 _____
UBI
Number: 603-151-833 _____
Dated: _____

For the Contractor:

By: Aaron Kimura _____
[signature]
Name: Aaron Kimura _____
[printed]
Title: President _____
UBI Number: 601-885-566 _____
Contractor
Registration
Number: ORCAPI*001D3 _____
Dated: 7/31/19 _____



EXHIBIT B - STATEMENT OF CONTRACTOR'S QUALIFICATIONS

Each Contractor submitting a Quote for this Project shall submit, as part of its Quote, the following information:

1. Project Name: Tukwila Pool MPD-1841 Project Number: _____
2. Contractor's Business Name: Orca Pacific, Inc.
3. Business Address: 280 44th St. NW Auburn, WA 98001
4. Business phone: 253.867.0303 Fax: 253.867.5695
5. Contractor Registration: Washington State License Number: ORCAPI*001D3 Status: Active Yes: No:
6. How many years have you been engaged in the contracting business under the present firm name? 15 YRS.
7. Describe the general character of work performed by your company: Provide service, installation, chemicals and construction in the Aquatic industry.
8. List major contracts completed by your company, including contracting agency, type of work and approximate costs: (Provide at least three contract references with phone numbers- Provide additional pages if needed)
 - a) City of Seattle Colman Pool 1.3 million Garret Farrel 206.233.7921
 - b) City of Edmonds 85k Rich Lindsey 425.771.0230
 - c) Tacoma School District 185k Paul Harris 253.571.3322
9. Bank references: Umpqua Bank
10. State of Washington Excise Tax Registration No.: 601-885-566
11. Industrial Insurance Account No.: 959,211-00 Account Current: Yes: No:
12. Current UBI Number: 601-885-566 Account: Open Closed
13. Employment Security Department (ESD) Number: 000-048774-00-3 Documentation available from ESD: Yes: No:
14. Is your company or any company with which the bidder is affiliated, listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes: No:
15. Is your company or any company with which the bidder is affiliated been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation? Yes: No:
16. Has your company or any company with which the bidder is affiliated, violated RCW 39.04.370 more than one time as determined by the department of labor and industries? Yes: No:
17. Has your company or any company with which the bidder is affiliated, within the three-year period immediately preceding the date of the bid solicitation, been 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 to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW? Yes: No:
18. I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of this project should I be awarded the contract

Company: Orca Pacific, Inc.
Authorized Signature: Aaron Kimura
Print Name and Title: Aaron Kimura President

EXHIBIT C – QUOTE FORM

Project Name: Tukwila Pool MPD-1841
Project No.: _____
Name of Firm: Orca Pacific, Inc.

In compliance with the contract documents, the following Quote is submitted:

1) BASE QUOTE

One hundred seventy thousand and 00/100 _____ \$ 170,000.00
(Print dollar amount in space above. Do not include Washington State Sales Tax)

Additional hourly rate for any ad-hoc work requested outside the Scope of Work \$ 150.00

2) Outline of work to be completed addressing the Scope of Work: (attach separate sheet if necessary)

Bush hammer swimming pool, remove lane line tiles, curf and chip under waterline tile, rebuild tile bes, install unglaze blue 1x1 tile. Grout tile with approved swimming pool grout, acid wash and TSP pool. Replaster swimming pool.

3) Outline of major Equipment, materials and supplies: (attach separate sheet if necessary)

4) ALTERNATES (*Specify whether additive or deductive*)

- (1) _____ \$ _____
- (2) _____ \$ _____
- (3) _____ \$ _____
- (4) _____ \$ _____
- (5) _____ \$ _____
- (6) _____ \$ _____

Do not include Washington State Sales Tax in alternate amounts.

Time for Completion

The undersigned hereby agrees to complete all the work under the Base Quote (and accepted alternates) within 5 days after the date of Notice to Proceed.

UNIT PRICES (*Where applicable*) (*Do not include Washington State Sales Tax*)

<u>Item No.</u>	<u>Unit Description</u>	<u>Estimated Quantities</u>	<u>Additive Unit Price</u>	<u>Deductive Unit Price</u>	<u>Per Measurement</u>
1.			\$	\$	
2.			\$	\$	
3.			\$	\$	
4.			\$	\$	
5.			\$	\$	

The above unit prices shall be for any additive and deductive work within 15% of the above estimated quantities. The unit price shall include full compensation for the cost of labor, materials, equipment, overhead, profit and any additional costs associated with the unit bid.

PROPOSED SUBCONTRACTORS (Per RCW 39.30.060)

The following is a list of the Subcontractors that will be used on the work if the Bidder is awarded the Contract.

Work to be Performed	Subcontractor
Plasterers	Libra Pool, LLC.

Receipt of Addenda

Receipt of the following addenda is acknowledged:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Quote Signature. The Quote shall be signed by the Bidder, as follows:

Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" in the Official Capacity line.

Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" in the Official Capacity line.

Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. If the Quote is signed by officials other than the president and secretary of the company, or the president / secretary / treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Quote.

Joint Venture: Each party of the joint venture shall sign in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

Name of Firm	Orca Pacific, Inc.		
Signed by	<i>Aaron Kimura</i>	Official Capacity	President
Print Name	Aaron Kimura		
Signed by	_____		
Print Name	_____		
Signed by	_____		
Print Name	_____		
Address	280 44th St. NW		
City	Auburn	State	WA
Zip Code	98001		
Date	7/31/19	Telephone	253.867.0303
FAX	253.867.5695		
State of Washington Contractor's License No:	ORCAPI*001D3		
UBI No.	601-885-566	Federal Tax ID #	91-1919578
e-mail address:	aaronk@orcacific.com		

EXHIBIT D

**COMBINED AFFIDAVIT & CERTIFICATION FORM:
NON-COLLUSION, MINIMUM WAGE (NON-FEDERAL AID)**

NON-COLLUSION AFFIDAVIT

Being first duly sworn, deposes and says, that he/she is the identical person who submitted the foregoing Quote, and that such Quote is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and further, that the deponent has not directly induced or solicited any other individual or entity to put in a sham quote, or to refrain from submitting a quote, and that deponent has not in any manner sought by collusion to secure to himself/herself or to any other person any advantage over other bidder or bidders.

AND

MINIMUM WAGE AFFIDAVIT FORM

I, the undersigned, having duly sworn, deposed, say and certify that in connection with the performance of the work of this project, I will pay each classification of laborer, workman, or mechanic employed in the performance of such work not less than the prevailing rate of wage or not less than the minimum rate of wage as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

ORCA PACIFIC INC

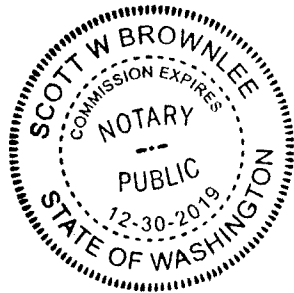
NAME OF BIDDER'S FIRM

Aaron Kimura

President Orca Pacific, Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF BIDDER

Subscribed and sworn to before me this 31st day of July, 2019.



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

KING COUNTY

[Handwritten Signature]

Form S.F. 352 (3.94)	TUKWILA POOL METROPOLITAN PARK DISTRICT PAYMENT AND PERFORMANCE BOND
----------------------------	--

Date Bond Executed

See Instructions to Bidders

NOTE: Type or Print in Ink

Principal (Legal Name and Business Address)	Type of Organization (Check One)	
	<input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Partnership <input type="checkbox"/> Corporation
Surety(ies) (Name(s) and Business Address(es))	Contract Date	Contract Number
	Sum Amount of bond (Including State Sales Dollars)	
	(\$ _____)	

We, the Principal and Surety(ies), in accordance with the Revised Code of Washington, are firmly bound and obligated to Tukwila Pool Metropolitan Park District in the above sum amount on conditions set forth below, for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that the Principal entered into the contract identified above.

THE ABOVE OBLIGATION shall be void and of no effect if the Principal performs and fulfills all the provisions of such contract and any extensions or modifications thereof that may be made by Tukwila Pool Metropolitan Park District, and faithfully pays all laborers, mechanics and subcontractors and materialmen, and all persons who shall supply such person or persons, or subcontractors, with materials and supplies for the carrying on of such work and shall indemnify Tukwila Pool Metropolitan Park District against any loss or damage directly due to the failure of the Principal to faithfully perform the contract identified above.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this payment and performance bond and have affixed their signatures and seals on the date set forth above.

1. Name of Principal and Title	Phone No.	Signature	L.S. (Corporate Seal)
2.			

Name and Address		Liability Limit		I S (Corporate Seal)
Surety A	1. Name and Title (Attorney in Fact)	Phone No.	Signature	
	2. Name and Title (Resident Agent)	Phone No.	Signature	

Name and Address		Liability Limit		I S (Corporate Seal)
Surety B	1. Name and Title (Attorney in Fact)	Phone No.	Signature	
	2. Name and Title (Resident Agent)	Phone No.	Signature	

EXHIBIT F

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, 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.

Orca Pacific, Inc.

Bidder’s Business Name

Aaron Kimura

Signature of Authorized Official*

Aaron Kimura

Printed Name

President

Title

7-31-19

Date

Auburn

City

WA

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

Washington

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

N/A

** 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.*

EXHIBIT G
Certification of Compliance with Public Works Contractor Training Requirements

The bidder hereby certifies that the bidder is in compliance with the Washington State Department of Labor and Industries Contractor Training Requirement established by RCW 34.04.350 or is exempt from such requirements

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

Orca Pacific, Inc.

Bidder's Business Name

Aaron Kimura

Signature of Authorized Official*

Aaron Kimura

Printed Name

President

Title

7-31-19

Date

Auburn

City

WA

State

EXHIBIT H – SCOPE OF WORK

Background

The Tukwila Pool was built during the King County Forward Thrust initiative in 1973. In 2013 the Tukwila Pool completed a \$1.66 million renovation which included pool resurfacing.

The previous pool resurfacing project was completed in April of 2013. The project involved;

The original fiberglass bottom was removed and replaced with a Type 1 Portland cement, quartz aggregate and pozzolanic additive. This product was selected based on the following;

- a. Extremely high compressive strength.
- b. Product should last for 15 to 25 years
- c. Ease of care and maintenance (water chemistry parameters)
- d. Warranty of work

Tile Racing lanes, VGBA drain covers and new inlets were installed.

Upon visual inspection of the pool interior (drained) during November 2018 annual maintenance closure, the Type 1 Portland cement, quartz aggregate (plaster) is visually stained, tile racing lanes are void of plaster and aquatic management advised not to clean the pool surface with acid due to thinning of pool plaster in various areas and various inlets may need replacing.

2019 Pool Resurfacing Project

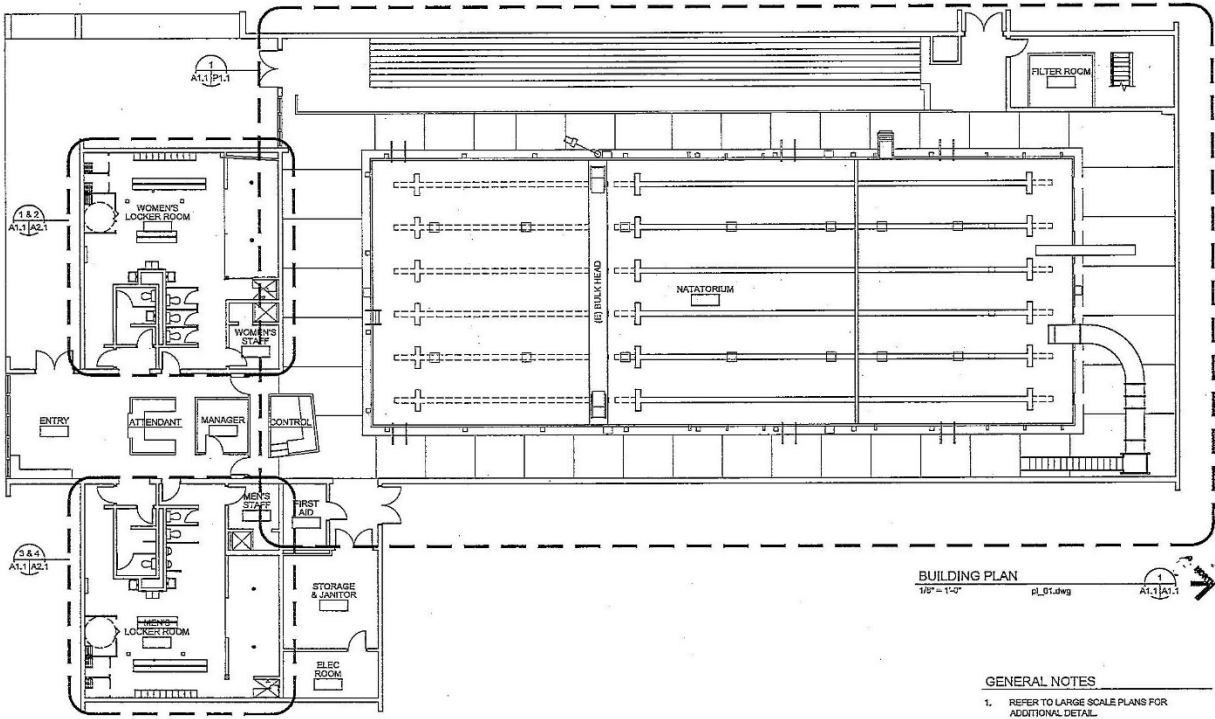
The Contractor will provide a durable solution, to provide a high-quality pool surface, tile racing lines and inlet replacement.

The contractor will provide products with a demonstrated durability of 15-20 years (high importance.)

The contractor will verify the square footage related to scope of work. (estimated at just under 7500sq. ft.)

Solutions must demonstrate proper surface preparation to ensure long-term adhesion. Material selected for pool resurfacing, must be installed in accordance with manufacturers' specifications.

The date range for start and completion of the work shall be from November 15, 2019 through December 23, 2019 or at a later range of dates mutually agreed. The contractor will include estimated project timeline to complete scope of work. Timeline should include curing and clean up estimates.



BUILDING PLAN
 1/8" = 1'-0"
 PL-01.dwg
 1
 A1.1 | A1.5

- GENERAL NOTES**
- REFER TO LARGE SCALE PLANS FOR ADDITIONAL DETAIL.
 - DIMENSIONS SHOWN TO EXISTING FEATURES ARE FOR REFERENCE ONLY-FIELD VERIFY ALL DIMENSIONS.

POOL DATA

POOL SHAPE	= RECTANGLE
POOL SURFACE AREA	= 4972 FT ²
AREA = 8' DEEP	= 3483 FT ²
AREA = 9' DEEP	= 1488 FT ²
DEPTH RANGE	= 5'-0" - 12'-0"



NOT FOR CONSTRUCTION

EXHIBIT I – PREVAILING WAGE RATES

This project requires the payment of prevailing wages. Applicable Prevailing Wage Rates can be found at: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/>

Contractors shall use the King County wage rates in effect on the due date of the bid. A copy of the applicable wage rates is available for viewing at the District station and a hard copy will be mailed if requested.



ORCA PACIFIC INC

Owner or tradesperson

Principals

KIMURA, AARON, PRESIDENT

- LEE, ANGELA KEIKO, VICE PRESIDENT
- KIMURA, DICK, MEMBER
(End: 01/25/2011)

Doing business as

ORCA PACIFIC INC

WA UBI No.

601 885 566

Business type

Corporation

Governing persons

AARON

M

KIMURA

DICK M KIMURA;

**280 44TH ST NW
AUBURN, WA 98001
253-867-0303
KING County**

Certifications & Endorsements

OMWBE Certifications

Disadvantaged Business Enterprise (DBE)

Minority Business Enterprise (MBE)

Apprentice Training Agent

Not allowed to have apprentices.

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active.

Meets current requirements.

License specialties

GENERAL

License no.

ORCAPI*001D3

Effective — expiration

03/23/2000— 02/06/2021

Bond

Ohio Cas Ins Co

\$12,000.00

Bond account no.

023017620

Received by L&I

01/04/2012

Effective date

02/24/2012

Expiration date

Until Canceled

Insurance

Help us improve

Crum & Forster Specialty Ins

\$1,000,000.00

Policy no.

EPK125458

Received by L&I

12/28/2018

Effective date

01/01/2019

Expiration date

01/01/2020

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Workers' comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID

959,211-00

Account is current.

Doing business as

ORCA PACIFIC INC

Estimated workers reported

Quarter 1 of Year 2019 "11 to 20 Workers"

L&I account contact

T5 / LINDSAY BARLOW (360)902-4735 - Email: BLIN235@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training-- Effective July 1, 2019

Exempt from this requirement.

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace safety and health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date

12/22/2016

No violations

Inspection no.

317941580

Location

280 44th St Nw

Auburn, WA 98001



Libra Pool and Spa LLC

Owner or tradesperson

Principals

Kimura, Aaron Masao, PARTNER/MEMBER

Doing business as

Libra Pool and Spa LLC

280 44th St NW

AUBURN, WA 98001

206-227-2251

KING County

WA UBI No.

603 388 810

Business type

Limited Liability Company

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

Not allowed to have apprentices.

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active.

Meets current requirements.

License specialties

GENERAL

License no.

LIBRAPS866LO

Effective — expiration

06/20/2014— 06/20/2020

Bond

Ohio Cas Ins Co

\$12,000.00

Bond account no.

023028508

Received by L&I

06/20/2014

Effective date

06/19/2014

Expiration date

Until Canceled

Insurance

AXIS INSURANCE COMPANY

\$1,000,000.00

Policy no.

AXSP0094200

Received by L&I

06/07/2019

Effective date

06/09/2019

Expiration date

06/09/2020

[Insurance history](#)

[Savings](#)

Help us improve

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Workers' comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
301,284-00

Account is current.

Doing business as

LIBRA POOL & SPA LLC

Estimated workers reported

Quarter 2 of Year 2019 "7 to 10 Workers"

L&I account contact

T0 / KRISTINE HATHAWAY (360)902-4811 - Email: HATK235@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training– Effective July 1, 2019

Exempt from this requirement.

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace safety and health

No inspections during the previous 6 year period.

SWR Contract Administration Checklist

Project: 2019 POOL LINER RESURFACING PROJECT **Contract Amount:** \$ 170,000
Contractor: Orca Pacific Inc

	Performed By	Number	Date/Verified
Invitation to Bid (ITB)			
ITB Sent to All Contractors in the <u>Swimming Pool Construction/Renovation</u> Subcategory	DoAO and DA		See ITB Email and Email/Fax/ List
Contract Documents Posted at <u>Tukwila Pool, Website, Facebook</u>	DA		See Attached Webpage Printout
Addendums ____ & ____ Sent and Posted on ____ & ____	n/a		See Email and Email/Fax/ List
Quote Opening Date <u>07/09/2019</u>	DoAO and DA		
Quotes Reviewed and Award of Contract Recommended	DoAO and DA		<u>08/05/2019</u>
Commission/Council Approval			<u>08/12/2019</u>
Verification of Low Bidder Minimum Qualifications			
Contractor Registration Number as of Bid Opening Date	DoAO and DA	ORCAPI*001D3	<u>08/05/2019</u>
Contractor Unified Business Identifier (UBI #)	DoAO and DA	601 885 566	<u>08/05/2019</u>
Contractor Industrial Insurance Coverage	DoAO and DA	Current? yes	<u>08/05/2019</u>
Contractor Employment Security Department Number			
Contractor State Excise Tax Registration Number			
Contractor Debarred	DoAO and DA	Yes No	
Supplemental Criteria Met (If applicable)			
Pre-Construction			
Notice of Award			
Insurance Certificates and Endorsements			
Performance and Payment Bond			
Intents to Pay Prevailing Wages (Contractor and All Subs)			
Options for Retainage Stated or Retainage Bond Posted			
Contract Signed by Contractor			
Contract Signed by Agency			
Contract Effective Date			
Notice to Proceed Issued			
Construction			
Pay Estimate No. 1			
Pay Estimate No. 2			
Pay Estimate No. 3			
Change Orders _____, _____, _____			
Final Pay Estimate			
Punch List Prepared			
Punch List Items Completed			
Contract Closeout			
Affidavits of Prevailing Wages Paid (Contractor and All Subs)			
General _____, Sub. 1 _____, Sub. 2 _____, Sub. 3 _____			
Notice of Completion of Public Works to Dept. of Revenue (>\$35k)			
Dept. of Revenue Certificate of Payment of Excise Taxes (>\$35k)			
Employment Securities Dept. Payroll Tax Liability Release			
Dept. of L&I Industrial Insurance Web Page Check			
Engineer's Certificate of Completion			
Legal Notice of Acceptance of Work (Optional)			
Commissioner Acceptance			
Completion of 45-Day Lien Filing Period from Acceptance			
Release of Liens Filed During 45-Day Acceptance Period (If Any)			
Retainage Released (must have all previous items verified)			
Archive Files and As-Built Drawings			