

AGENDA REQUEST FORM

Return completed form and complete agenda item to the Clerk of the Board
Yakima County Commissioners' Office, Room 232

Prepared by:

Marcy Wingerter

Department: Facilities Services

Requested Agenda Date: 06/29/2021

Presenting: Brian Griff

Document Title:

Execute contract with Swofford Excavating, LLC, 211 Nagel Road, Washougal, WA for the New Durand Arena at State Fair Park Project.

Action Requested: *Check Applicable Box*

- PASS RESOLUTION EXECUTE or AMEND AGREEMENT CONTRACT or GRANT
 ISSUE PROCLAMATION PASS ORDINANCE OTHER _____

Describe Fiscal Impact:

Execute contract for \$637,977.97 including WSTST with Swofford Excavating, LLC., 211 Nagel Road, Washougal, WA 98671.

Background Information:

The Durand Arena Project is part of a series of maintenance and improvement projects to be performed throughout State Fair Park facilities in 2020-2021. This series of projects will be funded by bond proceeds as part of a capital investment in State Fair Park facilities including ADA, structural, electrical, lighting, roofing, bleachers, HVAC, paint, and restroom upgrades.

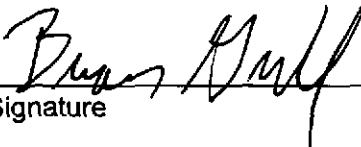
Summary & Recommendation:

Resolution 161-2021 awarded the bid to Swofford Excavating, LLC.

Motion:

Execute Contract.

Department Head/ Elected Official


Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial



Late Agenda Requests Require BOCC Chairman Signature:

Board of County Commissioners Record Assigned
BOCC Agreement

163 - 2021
Yakima County, WA

APPROVED FOR AGENDA:
 Consent Regular
Board of County Commissioners Determined



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 29th day of June in the year Two thousand twenty one
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Yakima County
128 N. 2nd Street
Yakima, WA 98901

and the Contractor:
(Name, legal status, address and other information)

Swofford Excavating LLC.
211 Nagel Road
Washougal, WA 98671-7359

for the following Project:
(Name, location and detailed description)

New Durand Arena
2020-2021 Capital Improvements
State Fair Park

The Architect:
(Name, legal status, address and other information)

BORArchitecture, pllc
1320 North 16th Avenue, Suite C
Yakima, WA 98902

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: August 20, 2021

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six hundred, thirty-seven thousand, nine-hundred seventy-seven and ninety-seven cents (\$637,977.97), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #1	\$53,699.47
Alternate #2	\$53,608.50

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
None	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Liquidated damages of \$500.00 per day after August 20, 2021 for Substantial Completion and \$500.00 per day after September 3, 2021 for Final Completion

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty-one (61) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

Final Certificate for Payment is contingent upon receipt by the Architect of all work listed in Section 01700 Project Closeout which comprises 4% of the total work.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

10 % ten percent per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Scott Burby, Project Manager
Yakima County Facilities
(509) 574-2402 - Office
(509) 388-4072 - Cellular

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Joe Swofford
Swofford Excavating LLC.
211 Nagel Road
Washougal, WA 98671-7359

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in Supplemental Conditions, Section 00800, Article 11: Insurance & Bonds. Further, the Contractor's insurance coverage shall be primary insurance as respects those who are Additional Insureds under this agreement. Any insurance, self-insurance or insurance pool coverage maintained the by the County shall be in excess of the Contractor's insurance and shall not contribute to it.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

§ 8.7.1 Indemnification – Contractor's Waiver of Employer's Immunity under Title 51 RCW.

Contractor intends that its indemnification, defense, and hold harmless obligations set forth in this contract shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, with respect to any action brought by any employee of the Contractor against the County and its officers, employees, agents, and volunteers, Contractor specifically and to the fullest extent allowed by law waives any immunity granted under Title 51 RCW. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, respect to any action brought by any employee of the subcontractor against the County or any of its officers, employees, agents, and volunteers. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
See Attachment "B"	Drawing Index	May 27, 2021

- .6 Specifications

Section	Title	Date	Pages
See Attachment "A"	Construction Specifications Index	May 27, 2021	2

Init.

.7 Addenda, if any:

Number	Date	Pages
One	June 10, 2021	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00800	Supplementary Conditions	May 27, 2021	14


.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

 (Printed name and title)



CONTRACTOR (Signature)
 Debra Swafford member

 (Printed name and title)

Init.

**BOARD OF YAKIMA COUNTY COMMISSIONERS
AGREEMENT**

Agreement Number

BOCC Agreement

163 - 2021

Yakima County, WA

BOARD OF COUNTY COMMISSIONERS

Ron Anderson, Chairman

Amanda McKinney, Commissioner


LaDon Linde, Commissioner

DATED: JUN 29 2021

Attest:

Julie Lawrence, Clerk of the Board
Linda Kay O'Hara, Deputy Clerk of the Board

Approved as to Form:



Deputy Prosecuting Attorney
WSBA #35901

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:26:22 ET on 06/23/2021.

PAGE 1

AGREEMENT made as of the 29th day of June in the year Two thousand twenty one

...

Yakima County
128 N. 2nd Street
Yakima, WA 98901

...

Swofford Excavating LLC.
211 Nagel Road
Washougal, WA 98671-7359

...

New Durand Arena
2020-2021 Capital Improvements
State Fair Park

...

BORArchitecture, pllc
1320 North 16th Avenue, Suite C
Yakima, WA 98902

PAGE 2

A date set forth in a notice to proceed issued by the Owner.

PAGE 3

By the following date: August 20, 2021

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six hundred, thirty-seven thousand, nine-hundred seventy-seven and ninety-seven cents (\$637,977.97), subject to additions and deductions as provided in the Contract Documents.

...

<u>Alternate #1</u>	<u>\$53,699.47</u>
<u>Alternate #2</u>	<u>\$53,608.50</u>

Additions and Deletions Report for AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:26:22 ET on 06/23/2021 under Order No.6844658309 which expires on 06/23/2022. Is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(2020106836)

...

None

...

None

...

None

...

Liquidated damages of \$500.00 per day after August 20, 2021 for Substantial Completion and \$500.00 per day after September 3, 2021 for Final Completion

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty-one (61) days after the Architect receives the Application for Payment.

...

five percent (5%)

PAGE 5

Final Certificate for Payment is contingent upon receipt by the Architect of all work listed in Section 01700 Project Closeout which comprises 4% of the total work.

...

10 % ten percent per annum

PAGE 6

[X] Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

Scott Burby, Project Manager

Yakima County Facilities

(509) 574-2402 - Office

(509) 388-4072 - Cellular

...

Joe Swofford

Swofford Excavating LLC.

211 Nagel Road

Washougal, WA 98671-7359

PAGE 7

§ 8.5.1 ~~The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a~~

Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents in Supplemental Conditions, Section 00800, Article 11; Insurance & Bonds. Further, the Contractor's insurance coverage shall be primary insurance as respects those who are Additional Insureds under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the County shall be in excess of the Contractor's insurance and shall not contribute to it.

...

§ 8.7.1 Indemnification – Contractor's Waiver of Employer's Immunity under Title 51 RCW.
Contractor intends that its indemnification, defense, and hold harmless obligations set forth in this contract shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, with respect to any action brought by any employee of the Contractor against the County and its officers, employees, agents, and volunteers, Contractor specifically and to the fullest extent allowed by law waives any immunity granted under Title 51 RCW. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, respect to any action brought by any employee of the subcontractor against the County or any of its officers, employees, agents, and volunteers. The provisions of this section shall survive the expiration or termination of this Agreement.

...

See Attachment "B" Drawing Index May 27, 2021

...

See Attachment "A" Construction Specifications Index May 27, 2021 2

PAGE 8

One June 10, 2021 2

...

Supplementary and other Conditions of the Contract:

...

00800 Supplementary Conditions May 27, 2021 14

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:26:22 ET on 06/23/2021 under Order No. 6844658309 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**NEW DURAND ARENA
2020-2021 CAPITAL IMPROVEMENTS
STATE FAIR PARK**

**INDEX
PAGE 1**

SECTION	DESCRIPTION	PAGES	
PART 1			
BIDDING REQUIREMENTS			
3	00030	Call for Bids	2
	00100	Instructions to Bidders	6
	00300	Bid Form	3
6			
PART 2			
CONTRACT REQUIREMENTS			
9	00400	Project Documents and Forms	2
	00500	Agreement Form	1
12	00700	General Conditions	1
	00800	Supplementary Conditions	14
15	00900	Prevailing Wages	1
PART 3			
TECHNICAL SPECIFICATIONS			
18		DIVISION 1 • GENERAL REQUIREMENTS	
	01010	Summary of Work	4
21	01027	Applications for Payment	4
	01030	Alternates	2
24	01035	Modification Procedures	4
		Request for Information (RFI) Form	1
	01040	Coordination	4
27	01045	Cutting and Patching	3
	01050	Field Engineering	2
30	01080	Applicable Codes	1
	01090	Definitions and Standards	3
33	01200	Project Meetings	4
	01300	Submittals	5
36	01400	Quality Control Services	3
	01500	Temporary Facilities	5
	01600	Products and Substitutions	7
39		Substitution Request Form	1
	01700	Project Closeout	6
42	01740	Warranties and Bonds	2
		DIVISION 2 • SITE WORK	
45	02115	Temporary Erosion and Sediment Control	5
	02230	Site Clearing	5
	02221	Building Demolition	6
48		Pre-Demolition Hazardous Building Material Inspection Report	49
	02300	Earthwork	10
51	02530	Arena Footing	3
	02741	Hot Mix Asphalt Paving	5
54			

**NEW DURAND ARENA
2020-2021 CAPITAL IMPROVEMENTS
STATE FAIR PARK**

**INDEX
PAGE 2**

SECTION	DESCRIPTION	PAGES
	DIVISION 2 • SITE WORK (Continued)	
02751	Portland Cement Concrete Paving	5
3 02764	Paving Joint Sealants	4
02810	Underground Irrigation System	7
6 02900	Landscape Work	5
02923	Landscape Grading	2
02936	Hydro-Seeding	4
9 02938	Sodding	4
12	DIVISION 3 • CONCRETE	
03300	Concrete Work	10
15	DIVISION 6 • WOOD & PLASTICS	
06405	Exterior Rough Carpentry	5
18	DIVISION 9 • FINISHES	
21 09900	Painting	5
24		END OF INDEX

**NEW DURAND ARENA
2020-2021 CAPITAL IMPROVEMENTS
STATE FAIR PARK**

SHEET INDEX

GENERAL

G101 GENERAL INFO & PROJECT DATA

ARCHITECTURAL

A001 DEMOLITION SITE PLAN
A002 SITE PLAN
A003 ENLARGED SITE PLAN
A004 ARENA FENCE AND GATE DETAILS

CIVIL

C001 LEGEND AND GENERAL NOTES
C002 OVERALL SITE PLAN
C003 TESC & DEMO PLANS
C004 TESC NOTES
C005 SITE PLAN
C006 GRADING PLAN
C007 DETAILS

LANDSCAPING

L001 LANDSCAPE PLAN
L002 IRRIGATION PLAN

ELECTRICAL

E001 ELEC. PLANS, ONE-LINE DIAG. & DETAILS

ADDENDUM NO. 1

June 10, 2021

Page 1

**NEW DURAND ARENA
2020-2021 CAPITAL IMPROVEMENTS
STATE FAIR PARK**

BORArchitecture, PLLC
1320 N. 16th Avenue, Suite C
3 Yakima, Washington 98902
(509) 454-3299

6 NOTICE TO BIDDERS:

To the Prime Bidders and all "Plan Holders of Record":

9 You are hereby notified of the following additions, deletions, modifications or clarifications to the drawings and specifications for the above-referenced project. This Addendum forms a part of the Contract Documents and shall be bound inside the front cover of the Construction Specifications Book.

**15 BE SURE TO ACKNOWLEDGE THIS ADDENDUM
ON YOUR BID / PROPOSAL FORM**

18 The following information is to be issued to all Plan Holders of Record. However, prior to the Bid Opening, it is the specific responsibility of each general and separate contractor to notify his sub-contractors, suppliers, etc., and to verify with them all items covered by the Contract Documents, including Addenda, as relating to their Bids.

21 CONSTRUCTION SPECIFICATIONS

24 PART 3 – TECHNICAL SPECIFICATIONS

27 SECTION 01010– SUMMARY OF WORK

A. Page 3, line 20: Add the following:

30 The State Fair Park site will be fully occupied for events during the scheduled work. The site will need to be fully occupiable and operational for these events. All ongoing construction work will need to be fully secured and cleaned up for the events. No construction work is allowed to take place on the days of these events. Coordinate work activities and schedule with Owner.

Events Scheduled for State Fair Park:

No work will be allowed to take place for the duration of these events

- 4th of July Celebration, **Friday July 2** through **Sunday July 4, 2021** (3 days)
- Vintiques NW Nationals, **Thursday August 5** through **Sunday August 8, 2021** (4 days)

42 ATTACHMENTS

06/03/21 Pre-Bid Conference Sign-In Sheet (1 page)

END OF ADDENDUM NO. 1

NEW DURAND ARENA
2020-2021 CAPITAL IMPROVEMENTS
STATE FAIR PARK

PRE-BID WALKTHROUGH
Thursday, June 3, 2021 at 10:00 AM

A T T E N D E E L I S T

NAME	COMPANY	PHONE
Scott Kunnanz	BOR Architecture	(509) 454-3299
Stephanie Ray	HLA Engineering	(509) 966-7000
Tony Huff	State Fair Park	(509) 930-0114
Brian Griff	Yakima County Facilities	(509) 574-2208
Scott Burby	Yakima County Facilities	(509) 388-4072
Erick Bond	Scout Lake Construction	(509) 701-6411
Travis Glenn	Scout Lake Construction	(509) 941-7463
Erik Remillard	M Sevigny Construction	(509) 953-3818
Matt Sevigny	M Sevigny Construction	(509) 949-3547
Bryan Nelson	Belsaas & Smith Construction	(509) 925-9747
Mark Ladd	Ladd Construction & Demolition	(509) 869-1934

SUPPLEMENTS:

3 The following supplements modify, change, delete or add to the General Conditions. Where any part
of the General Conditions is modified or voided by these Articles, the unaltered provisions of that part
shall remain in effect.

6 **ARTICLE 1: GENERAL PROVISIONS**

9 1.1.5 Add the following:

12 "Where the word "similar" or "typical" occurs on the drawings, it shall be used in this general sense
and not as meaning identical or exact, and all details shall be worked out in relation to their location
and their connection to other parts of the work. Where there is a question of intent, notify the
Architect regarding interpretation.

15 Where on any Drawings a portion of the work is drawn out and the remainder is indicated in outline,
the drawn out parts shall apply also to other like portions of the work. Where ornament or other detail
18 is indicated by starting only, such details shall also apply to other similar parts of the work, to properly
complete the work in full, unless specifically indicated otherwise."

21 1.1.6 Add the following:

24 "The Specifications are of the abbreviated or "streamlined" type and include incomplete sentences.
Omission of words or phrases such as "the Contractor shall", "in conformity therewith", "shall be", "as
noted on the Drawings", "according to the plans", "an", "the" and "all" are intentional. Omitted words
or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on
27 the Drawings."

30 1.1 Add the following paragraph:

33 **"1.1.8 MANUFACTURER'S SPECIFICATIONS**

36 Manufacturer's Specifications, recommendations or instructions for installing materials, equipment or
appurtenances furnished as a part of this contract shall govern unless in conflict with the
Specifications for the project or unless local conditions prevent installation in the prescribed manner,
in which case, the approval of the Architect shall be obtained before proceeding with this part of the
work. If there is a conflict with the Manufacturer's instruction, dimensions, means of installation,
attachment requirements, framing requirements, weatherproofing requirements or other
39 recommendations and the Drawings or Specifications, the most stringent (considered to be the most
costly) is intended and will be enforced."

42 1.2.1 Add after the last sentence:

45 "Mention in the Specifications or indication on the Drawings of articles, materials, operations or
methods requires that the Contractor provide each item mentioned or indicated, of quality, or subject
to qualifications, noted; perform according to conditions stated, each operation prescribed; and
provide therefore all labor, equipment and incidentals."

48 1.2 Add the following paragraph:

51 "1.2.4 In the case of an inconsistency between Drawings and Specifications or within either
Document, not clarified by addendum, the better quality or greater quantity of Work shall be provided
in accordance with the Architect's interpretation, without change in the Contract Sum."
54

ARTICLE 2: OWNER

3 2.2.2 Delete this paragraph in its entirety and replace with the following paragraph:

6 "2.2.2 The Contractor will pay for all permits for demolition, mechanical, plumbing and electrical required for construction."

9 2.2.3 Add following to the end of the first sentence:

"...to the extent that such information is readily available to the Owner."

12 2.2.5 Delete this paragraph in its entirety and replace with the following paragraph:

15 "2.2.5 The Contractor will be furnished, free of charge, Three (3) sets of Drawings and Specifications. Additional sets will be furnished at the cost of reproduction, postage and handling."

18 2.4.1 Add to the second line after the word "Documents"...

21 "...the Owner and Contractor shall meet and establish a written time frame for the completion of the work, which shall be acknowledged in writing by both the Owner and the Contractor. If the Contractor..."

ARTICLE 3: CONTRACTOR

24 3.2.1 Add the following after the last sentence:

27 "If document conflicts are not raised in a timely manner, (so that Work can proceed without delay), the Contractor will be deemed to choose the more costly method unless otherwise provided for, which shall be at the Contractor's expense."

30 3.3.1 Add the following after the third sentence:

33 "Where construction means, methods, techniques, sequences and procedures are specified, either directly, by reference to industry standards, or otherwise, the Contractor shall review specified procedures and, if they will not produce the intended results, cannot be warranted, or otherwise are objectionable to the Contractor, the Contractor shall propose alternative procedures. Where no proposal is received in a timely manner, the Contractor, by signing the Agreement, has agreed that the specified procedures are acceptable, warrantable and will be used to produce the intended results. The Contractor is responsible for coordination of all changes created as a result of shop drawings with the various subcontractors and suppliers under contract for work of the Contractor."

42 3.6.1 Add the following:

45 "Washington State and Local Sales Tax shall be collected from the Owner and paid to the State by the Contractor as set forth in Article 9 of these Conditions."

48 3.7.1 Add the following:

"Refer to Paragraph 2.2.2 as modified by these Supplementary Conditions."

51

3.9.1: Delete this paragraph in its entirety and replace with the following paragraph:

3 "3.9.1 The Contractor shall employ a competent, full-time superintendent during performance of the
Work. Any change in the superintendent personnel shall be reviewed by the Architect and Owner.
6 The superintendent shall have full authority to represent the Contractor and communications given to
the superintendent shall be as binding as if given to the Contractor. Important communications shall
be confirmed in writing. All other communications shall be similarly confirmed on written request in
each case. The superintendent shall have a thorough understanding of the following:

- 9 1. The administrative procedures of the project requirements as set forth in the construction
specifications.
- 12 2. Critical Path Project scheduling, sequencing of self-performed and subcontractor work.
- 15 3. Layout and oversee the installation of each trade involved in the work.
- 18 4. Be knowledgeable of the installation procedures for each trade involved in the work.
- 21 5. Applicable codes as outlined in Specification Section 01080 • Applicable Codes.
- 21 6. Conduct weekly coordination meetings with all subcontractors."

3.10.1 Add the following after the last sentence:

24 "The overall project schedule shall be updated as indicated in Section 01300 Submittals, but not less
than once each month. The updated working schedule shall indicate Work done in the previous two
27 weeks and Work to be done in the following three weeks. It is the intent of the Owner that the project
schedule be a working schedule, distributed among and used by, the Contractor and his
subcontractors. Within twenty (20) days of "Notice to Proceed", prior to the first application and
30 certificate for payment, the General Contractor shall submit to the Architect, letters from all
subcontractors stating that they agree with the schedule and can meet the proposed deadlines."

3.10.1.1 Add the following subparagraphs:

33 "The Progress Schedule shall be in the form of a Critical Path Method (CPM) logic network. The
36 scheduling of construction is the responsibility of the Contractor and is included in the Contract to
assure adequate planning and execution of the work. The schedule will be used to evaluate progress
of the work for payment based on the Schedule of Values. The schedule shall show the Contractor's
39 planned order and interdependence of activities, and sequence of work. At a minimum, the schedule
shall include:

- 42 • Date of Notice to Proceed;
- Activities (resources, durations, individual responsible for activity, early starts, late starts, early
finishes, late finishes, etc.);
- 45 • Utility Shutdowns;
- Interrelationships and dependence of activities;
- Planned vs. actual status for each activity;
- 48 • Substantial completion;
- Punch lists;
- Final inspection;
- 51 • Final completion, and
- Float time.

54 The Schedule Duration shall be based on the Contract Time of Completion listed on the Bid Proposal
form. The Owner shall not be obligated to accept any Early Completion Schedule suggested by the
Contractor. The Contract Time for Completion shall establish the Schedule Completion Date.

3 If the Contractor feels that the work can be completed in less than the Specified Contract Time, then
the Surplus Time shall be considered Project Float. This Float time shall be shown on the Project
Schedule. It shall be available to accommodate changes in the work and unforeseen conditions.

6 Neither the Contractor nor the Owner has exclusive right to this Float Time. It belongs to the project.

3.10.4 Add the following paragraph:

9 "3.10.4 Provide schedule(s) as specified in other sections of Division 1."

12 **ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

4.2.4 Delete the third sentence and replace with the following:

15 "Communications by and with the subcontractors and material suppliers shall be through the
Contractor, however, the Owner reserves the right to discuss directly with the subcontractors matters
of scheduling, progress and payment."

18 4.2.4 Add the following after the last sentence:

21 "All communications from Architect to Contractor and Contractor to Architect will be copied to the
Owner and Owners Representative."

24 4.2.5 Delete this paragraph in its entirety and replace with the following paragraph:

27 "4.2.5 The Architect will review and recommend the amounts due to the Contractor."

4.2.9 Delete this paragraph in its entirety and replace with the following:

30 "4.2.9 The Architect will advise/recommend to the Owner the dates of Substantial Completion and
Final Completion."

33 4.3.7.1 Add the following after the last sentence:

36 "No time extensions will be permitted unless it interferes with the critical path sequence of the work
indicated on the construction schedule as submitted to the Owner and the Architect."

4.3.11 Add the following paragraph:

39 "4.3.11 No claim shall be made by the Contractor including those for additional costs or additional
time, unless the timelines herein are met and complied with."

42 4.4.5 Amend the fourth line to read:

45 "... the parties unless subjected to mediation, arbitration or other dispute resolution under 4.5.1. and
4.6.1.

48 4.5.1 Amend the third line to read:

51 "...the Claim to the Architect, may upon agreement by Owner and Contractor be subject to mediation
as a condition..."

4.6.1 Amend the third line to read:

54 "...Claim to the Architect, *may upon agreement by Owner and Contractor be subject to arbitration.*

57 **ARTICLE 5: SUBCONTRACTORS**

5.3 Add the following paragraphs:

3 "5.3.2 Contractor is fully responsible for acts and omissions of his subcontractors, and persons either
6 directly or indirectly employed by them, or under their control, as he is for his own employees.

6 5.3.3 The Contractor is required to pay and discharge any liens or claims against the project. The
9 Owner will retain the right to withhold payment or make payment against liens until liens are satisfied,
12 either during the course of the Work or prior to final completion. The Contractor is required to certify
15 that, to the best of his knowledge, all previous billings from his subcontractors and others have been
18 paid."

ARTICLE 7: CHANGES IN THE WORK

7.1 Add the following paragraphs:

18 "7.1.4 Contract sum adjustment proposals shall be submitted by the Contractor and by subcontractors
21 through the Contractor on breakdown sheets adopted by the Owner for Change Proposal submittals
24 and the proposal shall be prepared in the following manner:

21 7.1.4.1 Direct Labor Costs:

24 This is defined as the estimated labor costs determined by either (a) the estimated number of craft
27 hours and the hourly costs necessary to perform the change in Work; or (b) the unit labor costs
30 applied to the material quantities, providing said unit labor costs; whichever is applicable, according to
33 industry practice.

27 The hourly costs shall be based on the following:

30 (1) Basic Wages

33 Current actual hourly wage rates, including vacation pay, for all labor, crew foreman, and
36 general foreman performing and/or directly supervising the Work on the site.

36 (2) Fringe Benefits

39 Fringe benefits established by the State of Washington, Department of Labor and Industries
42 or contributed to labor trust funds as itemized fringe benefits, whichever are applicable.

39 (3) Workmen's Insurance

42 Direct contributions to the State of Washington as Industrial Insurance; Medical Aid; and
45 Supplemental Pension, by the class and rates established by the State of Washington,
48 Department of Labor and Industries.

45 (4) Federal Insurance

48 Direct contributions required by the Federal Insurance Compensation Act (F.I.C.A.); Federal
51 Unemployment Tax Act (F.U.T.A.); and the State Unemployment Compensation Act (S.U.C.).

51 (5) Costs incurred by the Washington Industrial Safety and Health Act (W.I.S.H.A.); established
54 as 2 percent of 1, 2, 3 and 4, above.

54 (6) Travel allowance and/or subsistence if applicable not to exceed those established by
Regional Labor Union Agreements shall be itemized and identified separately.

- (7) No administrative time shall be allowed as a line item of the estimated cost of a change order. Administrative costs are considered to be part of the overhead and profit of the Contractor.

3
7.1.4.2 Direct Material Costs

6 This is defined as an itemization of the estimated quantity of materials necessary to perform the change in the Work and the cost therefore. These costs shall be by the unit cost applied to the quantity and extended. The unit costs shall be based on the following:

- 9 (1) The net costs after all offered or available discounts or rebates.
12 (2) Freight costs; express charges; or special delivery costs when applicable.

No lump sum costs will be allowed except when approved in advance by the Architect and Owner.

15
7.1.4.3 Construction Equipment Usage Costs

18 For rental cost for materials for machinery and equipment rented from others, the actual rental costs (for the time used) paid plus compensation for furnishing all fuel, oil, lubrication, repairs, maintenance and insurance to the extent that such amounts are not included in the outside rental rate.

21 For Contractor's own equipment, the rates established as computed for the equipment utilizing the most recent edition of the Associated General Contractor's Ownership Manual or the contractor's actual costs of ownership as determined by audit or agreement, whichever is less.

27
7.1.4.4 Prime Subcontractor's Proposals

Subcontractor's proposals are to be itemized as in 7.1.4.1, 7.1.4.2, and 7.1.4.3 above.

30
7.1.4.5 Overhead and profit by the Contractor actually performing the Work

33 A total amount, not to exceed 12 percent of items 7.1.4.1, 7.1.4.2, and 7.1.4.3 above will be allowed. This is to compensate such contractor for all personnel not defined in 7.1.4.1 (1) above; temporary construction facilities; home office costs; office engineering and estimating costs; and profit, plus any other cost incidental to the performance of the change in work.

36
7.1.4.6 Overhead and Profit by the Contractor or Subcontractors when Not Actually Performing the Work

39
Contractor

- 42 (1) A total amount not to exceed 8 percent of the total amount of the subcontractor's proposal as defined in 7.1.4.4 above will be allowed for all overhead and profit to supervise and administer the subcontractors actually performing the change in work.
45 (2) No direct labor by the Contractor will be allowed added to a subcontractor's proposal. Contractor's direct labor, if required, must be submitted as outlined in 7.1.4.1, Direct Labor Costs.
48

Subcontractor administering, but not performing the Work.

51 In the case of a subcontractor providing pass-through administration of a change, i.e., a change order in which work is performed by a subcontractor to a subcontractor, the administering subcontractor will be limited to a maximum of 4 percent overhead and profit on the amount of the change order work performed by its sub-subcontractor. A maximum of 12 percent overhead and profit will be allowed for administration by the administering subcontractor and Contractor combined on work performed by
54

sub-subcontractors. In no case shall the total amount of overhead and profit computed on a change, including sub-subcontractors, subcontractors and contractor, exceed a total of 24 percent.

3 7.1.4.7 Cost of any Increase or Decrease in Premium by Insurance and Public Works Bond caused
by the Change:

6 (1) General Contractor's Liability Insurance

9 To the above, the costs of the General Contractor's Liability Insurance may be added.

12 (2) Bond

To the above, the cost of the Contractor's Bond may be added.

15 7.1.4.8 Deductive Changes

Items 7.1.4.1, 7.1.4.2, 7.1.4.3, 7.1.4.4, and 7.1.4.7 will be itemized for deleted changes in the Work.

18 7.1.4.9 Additive Changes and Deductive Changes Together

21 (1) If a change in the Work involves both additive and deductive changes, the appropriate
overhead and profit amount allowed will be added to the net difference of items 7.1.4.1,
7.1.4.2, 7.1.4.3, and 7.1.4.4.

24 (2) If other additive changed items are included in the same change proposal, the appropriate
overhead and profit allowed is to be applied to these individual change items.

27 7.1.4.10 Sales tax will be added following the total of the change amount, including mark-ups."

30 7.3.6 Delete the last sentence of the paragraph and replace with the following:

33 "Costs for the purposes of this Subparagraph 7.3.6 shall be limited to those identified in
Subparagraph 7.1.4."

36 7.3.6 Delete paragraphs 7.3.6.1 through 7.3.6.5.

ARTICLE 8: TIME

39 8.1.3 Delete this paragraph in its entirety and replace with the following:

42 "8.1.3 The Architect will certify, with agreement and acceptance by the Owner, the date of Substantial
Completion in accordance with Paragraph 9.8"

8.2.1 Add the following sub-paragraph:

3 "8.2.1.1 Refer to Sections:
01010 Summary of the Work
6 01030 Alternates
01035 Modification Procedures, Design Clarification/Variation Request
01040 Project Coordination
9 01045 Cutting and Patching
01050 Field Engineering
01090 Reference Standards and Definitions
12 01200 Project Meetings
01300 Submittals
01400 Quality Control
15 01500 Construction Facilities and Temporary Controls
01700 Project Close Out
01740 Warranties & Bonds."

8.2 Add the following paragraphs:

21 "8.2.4 Plan and execute work so that work of each project phase and the entire project will be
substantially completed in accordance with the schedule indicated and so that Final Completion is
24 achieved within the specified time constraints, said time constraints for phase and project substantial
completion and project final completion being of the essence of the contract and therefore affecting
the following contract provisions for liquidated damages:

27 The liquidated damages incurred by the Owner due to the Contractor's failure to substantially
complete all work within the contract time as indicated on the Bid Form, including any
30 extensions thereof, the CONTRACTOR agrees to pay to the OWNER the sum of Five
Hundred Dollars (\$500.00) for each and every working day said work remains uncompleted
after expiration of the specified time indicated for substantial completion and Five Hundred
33 Dollars (\$500.00) after the date scheduled for final completion.

36 The Contractor agrees upon said sums as reasonable and proper measures of damages
which the Owner will sustain per day by failure of the Contractor to complete the work within
time requirements stipulated; it being recognized by the Owner and by the Contractor that the
injury to the Owner which could result from a failure of the Contractor to complete work on
39 schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated
damages be construed as a penalty on the Contractor.

42 The amount of liquidated damages set forth above shall be assessed cumulatively
commencing the day following the date the work was required to be complete. This provision
for liquidated damages does not bar the Owner's right to enforce other rights and remedies
45 against the Contractor, including, but not limited to, specific performance of injunctive relief.
The Owner will withhold from each application following the date of notification to the
Contractor that liquidated damages are being assessed for non-completion of the work.

8.3.3 Add the following sub-paragraph:

3 "8.3.3.1 Extension of time shall be Contractor's sole remedy for delay unless the same shall have
4 been caused by acts constituting intentional interference by the Owner with Contractor's performance
5 of the work where and to the extent that such acts continue after Contractor's notice to Owner of such
6 interference. Owner's exercise of any of its rights under Article 7 Changes in Work regardless of the
7 extent or number of such changes, or Owner's exercise of any of its remedies of suspension of work,
8 or requirement of correction or re-execution of any defective work, shall not under any circumstances
9 be constructed as intentional interference with Contractor's performance of the work."

8.3 Add the following paragraphs:

12 "8.3.4 No extension of time for completion will be allowed for delays or suspensions caused by or
13 contributed to by the fault or negligence of Contractor.

15 To make a request for a change to the contract time, the Contractor must identify the trades
16 involved, a statement from each trade indicating the man hours involved by each, and a
17 statement from the Contractor indicating how the change effects the critical path of the
18 construction.

21 Work that deviates from the Contract Documents and the Architect requires to be corrected,
22 are not grounds for time extensions.

24 Extreme weather conditions are not necessarily grounds for delay.

27 8.3.5 Contractor will be entitled to no delay damages, wage escalation, material escalation, extended
28 overhead, or additional compensation of any kind for any delay except for such delays as may be
29 caused solely by a default of Owner in this Agreement.

30 The cost for any delay construed to be caused by the Owner; the Architect or their agents must be
31 identified in seven days in writing upon knowledge of such delay or at such time as Contractor had
32 reasonable cause to know that such costs were being incurred. Failure to promptly identify delays in
33 writing waives any and all claims of the Contractor to collect for damages arising therefrom."

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 Add the following paragraph:

39 "9.1.2 The Contract Sum, and any agreed variations thereof shall include all taxes imposed by law,
40 except only State and Local Sales Tax. For each progress payment, a proportionate amount of sales
41 tax will be collected from the Owner and will be paid to the State by the Contractor in conformance
42 with the law. The Contractor shall furnish proof of payment of all taxes required by law."

9.2.1 Add the following after the last sentence:

45 "The schedule of values shall be prepared in such a manner that each major item of work and each
46 subcontracted item of work is shown as a single line item on AIA Document G703, Application and
47 Certification for Payment, Continuation Sheet. Provide a labor and material breakdown for each
48 general and subcontracted item of work including mechanical and electrical. All subcontracts of
49 \$15,000.00 or more must include sub-subcontract breakdown as detailed by the Architect. Update
50 breakdown with each application for payment."
51

9.3.1 Delete the first sentence and replace with the following:

3 "Progress payments will be made to the Contractor on a monthly basis, providing that Contractor shall submit to the Architect properly executed itemized applications for payment for work performed through the end of the previous month in accordance with timing requirements."

6 9.3.1 Add the following after the last sentence:

9 "The form of Application for Payment shall be AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703 or Architect's Standard Form, Continuation Sheet; notarized. (Refer to Section 01027 for additional requirements.)"

12 9.3.1 Add the following sub-paragraphs:

15 "9.3.1.3 Prior to the release of any funds (first Progress Payment), the Contractor shall submit a list of subcontractors, construction schedule, list of all products and materials to be incorporated in the work, and schedules of values.

18 9.3.1.4 A sum not to exceed five percent (5%) of the monies earned by the Contractor on estimates during the progress of the improvement or work shall be reserved by the Owner. Said sum is to be retained by the Owner as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or material supplier who shall perform any labor upon such contract or the doing of said work, all in accordance with the requirements of Chapter 60.28.011 RCW.

24 However, Contractor shall not have the right to post a bond and be paid sums withheld for retainage pursuant to RCW 60.28 until 30 days have passed from and after Substantial Completion unless Final Completion has occurred during the interim, in which event a bond for retainage may be posted forthwith and sums held for retainage may be withdrawn subject to compliance with all applicable provisions of the laws of the State of Washington.

30 9.3.1.5 No money will be retained on sales tax.

33 9.3.1.6 A sum equal to four (4%) percent of the monies designated for construction will be set aside as a separate line item on the pay request as "Close Out" to facilitate completion of work in a timely progress. See Section 01027 Application for Payment and Section 01700 Project Close-Out. No funds will be released until ALL of the items indicated are completed."

36 9.6.1 Delete this paragraph in its entirety and replace with the following:

39 "9.6.1 For each properly executed application for payment package submitted by the Contractor, the Owner shall reimburse the Contractor the amount certified by the Architect. Prior to final payment of retained monies and/or unpaid balance of the Contract Sum, the Contractor shall submit submittals as required by the contract documents and as may be required by the Owner."

45 9.8.1 Add the following:

48 "The Owner will occupy the project site during the completion of the work."

9.8.1 Add the following sub-paragraph:

3 "9.8.1.1 The date of Substantial Completion of the work or designated portion thereof is the date
certified by the Architect with approval and agreement by Owner, when construction is sufficiently
6 complete, in accordance with the Contract Documents, so the Owner can fully occupy the building or
designated portion thereof in the manner and for all purposes intended without the inconvenience to
or any disruption in the activities Owner would ordinarily carry out therein. Owner's occupation, prior
9 to date of Substantial Completion as defined, does not, however, prove Substantial Completion nor
toll liquidated damages. Further, Substantial Completion is not achieved if any portion of the work is
not completely finished fully operable or project closeout requirements for Substantial Completion
have not been met."

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.2.4 Add the following sub-paragraph:

"10.2.4.1 Use of explosives is not permitted in this project."

ARTICLE 11: INSURANCE AND BONDS

11.1.1 Add the following:

The Contractor shall not commence work until he has obtained all insurance required, nor shall
the Contractor allow any subcontractor to commence work on his subcontract until all similar
insurance required of the subcontractor has been so obtained. The Contractor shall carry the
following insurance for the duration of the Contract and must notify the Owner, in writing within 45
days of termination, if insurance is to be terminated:

Workers' Compensation Insurance: The Contractor shall carry Workers' Compensation
Insurance for all of his employees employed at the site of the project. The Contractor shall
require the subcontractors similarly to provide Workers' Compensation Insurance for all of the
latter's employees.

The Contractor shall comply with all the requirements and conditions of the State of
Washington Worker's Compensation Law, also with the rules, regulations and decisions
made during the duration of this contract. The Contractor shall save the Owner and agents of
the Owner harmless from any loss, damage or expense which they may suffer by failure of
the Contractor to comply with the above.

Commercial Liability and Automobile Liability Insurance: The Contractor shall take out and
maintain during the life of this contract the following coverage as outlined below:

The Owner and Architect are to be named as additional insured for liability arising out of work
under this contract as a result of negligence, real or alleged, on the part of the Contractor, his
subcontractors and their subcontractors. The policy shall permit "cross liability", the situation of
insured against insured.

Comprehensive Automobile Liability (covering all owned, non-owned, hired):
\$1,000,000 Per Occurrence Combined Bodily Injury and Property Damage

Commercial Liability:
\$2,000,000 Each Occurrence Combined Bodily Injury and Property Damage
\$5,000,000 Aggregate, Products and Completed Operations
Per Project / Job Aggregate Endorsement

Umbrella Liability (Over underlying Commercial Liability and Automobile Liability)
\$4,000,000 Each Occurrence

3 The Contractor shall provide a certificate of insurance to the Owner as evidence of
4 coverage before the project begins.

6 All insurance carriers shall have a Best's rating of A- VII or better.

7 The limits of liability above in no way limit the contractor's liability for claims in excess
8 of those limits.

9 Course of Construction (Builder's Risk) Insurance shall be as follows:

12 The Contractor shall carry the amount of the contract on an ALS 72 or similar form.

15 Maximum \$5,000 deductible; the Contractor shall be responsible for the amounts
16 under the deductible.

18 The Project, all subcontractors and the Owner's Architect/Engineering Consultants shall be
19 named as additional insured."

21 The Coverage should be issued at a limit equal to the completed value of the project, and the
22 Owner's listed as a loss payee and insured under the contract.

24 11.5.1 Add the following:

25 "Furnish, in duplicate, a Performance Bond and a Labor and Material Payment Bond, A.I.A.
26 Document A312, in the amount of 100% of the contract sum, including Washington State Sales Tax,
27 and written by a surety licensed to do business in the State of Washington."

30 **ARTICLE 12: UNCOVERING AND CORRECTION OF WORK**

31 12.2.2.1 Add the following after the last sentence:

33 "The guarantee and warranty period for general construction and related work heating, piping,
34 electrical, ventilating, refrigeration, plumbing, temperature control, elevators or other mechanical
35 equipment, shall be in effect from the date of Substantial Completion of the Work, unless the whole or
36 partial system or a separate piece of equipment or component is put into use for the benefit of a party
37 other than the installing subcontractor with the prior authorization of the Owner or the Architect.
38 When written authorization has been given, the guarantee and warranty period will commence when
39 that item is placed in operation. At the time of Substantial Completion, the Contractor shall, at no cost
40 to the Owner, place the item in first class operating condition, as if it had not been used."

42 12.2.2.2 Add the following after the last sentence:

43 "The correction work provided in this Article 12 shall be in addition to the warranties provided in this
44 Agreement and particularly those provided in paragraph 2.5."

ARTICLE 13: MISCELLANEOUS PROVISIONS

3 13.10 EIGHT HOUR LAW AND PAYMENT FOR LABOR:

6 13.10.1 In accordance with Chapter 49.28 R.C.W., the Contractor agrees that no laborer, workman or
mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do
the whole or any part of the work contemplated by this contract, shall be permitted or required to work
more than eight hours in any one calendar day, provided that in cases of extraordinary emergency,
9 such as danger to life or property, the hours of work may be extended, but in such cases the rate of
pay for time employed in excess of eight hours of each calendar day shall be not less than one and
one half times the rate allowed for this same amount of time during eight hours of service. Any work
12 necessary to be performed after regular working hours, or Sunday or legal holidays shall be
performed without additional expense to the Owner.

15 Notwithstanding the preceding paragraph, RCW 49.28 permits a contractor or subcontractor in any
public works contract subject to those provisions, to enter into an agreement with its employees in
which the employees work up to ten hours in a calendar day. No such agreement may provide that
18 the employees work ten-hour days for more than four calendar days a week. Any such agreement is
subject to approval by the employees. The overtime provisions of RCW 49.28 shall to apply to the
hours, up to forty hours per week, worked pursuant to any such agreement.

21 13.11 OFFSHORE ITEMS:

24 13.11.1 The contractor shall be required at the commencement of the above referenced contract to
furnish the Owner a certified statement setting forth the nature and source of Offshore Items in
excess of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) which are planned to be
27 utilized in the performance of the contract.

30 13.11.2 "Offshore Items" are those items procured from sources beyond the territorial boundaries of
the United States including Alaska and Hawaii.

33 13.11.3 This certified statement is mandatory and must be received before final payment on the
contract can be made.

36 13.12 NON-DISCRIMINATION:

39 13.12.1 All contractors shall comply with the Washington State Law against discrimination, RCW
49.60, and with all applicable portions of the Title VII and the Civil Rights Act of 1964.

42 13.12.2 Contractor shall agree to fully comply with the following nondiscrimination clause in
compliance with the provisions of Chapter 49.60 of the Laws of the State of Washington and Federal
Regulations (Title 29CFR, Part 30).

45 13.12.2.1 The Contractor will not discriminate against any employee or applicant for
employment because of race, creed, color, national origin, sex or age. The contractor will
ensure that applicants are employed and that employees are treated during employment,
without regard to their race, creed, color, national origin, sex or age. Such action shall
48 include, but not be limited to, the following: Employment upgrading, demotion or transfer,
recruitment or recruitment advertising, layoff or termination. Rates of pay or other forms of
compensation and selection for training.

51 13.12.2.2 The Contractor will, in all solicitations for employees or job orders for employees or
job orders for employees placed with any employment agency, union or other firm or agency,
state that all qualified applicants will receive consideration for employment without regard to
54 race, creed, color, national origin, sex or age. The words "equal opportunity employer" in
advertisements shall constitute compliance with this section.

57 13.12.2.3 The Contractor will send to each labor union or representative of workers with
which he has a collective bargaining agreement or other contract or understanding, a notice

advising the said labor union or workers' representative of the Contractor's commitments under this section.

3

13.12.2.4 The Contractor will include the provisions of the foregoing three paragraphs in every subcontract or purchase order for the goods or services which are the subject matter of this contract.

6

13.12.3 In the event of noncompliance by the Contractor with any of the nondiscrimination provisions of the contract, the contracting agency shall have the right at its option, to cancel the contract in whole or in part. If the contract is canceled after part performance, the contracting agency shall be obligated to pay the fair market value or the contract price, whichever is lower, for goods or services, which have been received and accepted.

9

12

13.12.4 Contractors shall comply with applicable federal regulations and applicable provisions of Chapter 70.92 RCW relating to provisions for the aged and physically handicapped."

15

Add the following articles to General Conditions:

18

"ARTICLE 15 STATUTORY PROVISIONS

Comply with all applicable codes, ordinances, regulations and statutory provisions relating to public works including, but not limited to, the following:

21

1. Chapter 70.92 RCW relating to provisions for the aging and physically handicapped.
2. Chapter 39.16 RCW relating to resident employees on public works.
3. Chapter 49.28 RCW relating to hours of labor.
4. Chapter 49.60 RCW relating to discrimination.
5. Chapter 39.08 RCW relating to Contractors bond.
6. Chapter 18.27 RCW relating to registration of Contractors.
7. Chapter 60.28 RCW relating to retainage.
8. Chapter 49.17 RCW relating to, and all rules and regulations promulgated.
9. WAC 296-62 relating to Occupational Health Standards.

24

27

30

33

ARTICLE 16: EQUAL OPPORTUNITY

See Section 00400 Project Forms, Appendix A, Contract Provisions.

36

39

END OF SECTION 00800