



REQUEST FOR BID (RFB)

For

TRANSFORMER REPLACEMENT AT ADMINISTRATIVE CENTER

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Sheet	Title
E1.00	ELECTRICAL DETAILS

PART 1: INTRODUCTION

The Pierce County Library System (“Library”) is a junior taxing district under the laws of the State of Washington established in 1946 as a rural library district under Chapter 27.12 RCW. The Library provides library services for the residents of unincorporated Pierce County, 15 annexed cities and towns (Bonney Lake, Buckley, DuPont, Eatonville, Edgewood, Fife, Gig Harbor, Lakewood, Milton, Orting, South Prairie, Steilacoom, Sumner, University Place, and Wilkeson). The total estimated population served is 680,000. More information about the Library may be found online at www.mypcls.org .

Thank you for your interest in proposing on the TRANSFORMER REPLACEMENT AT ADMINISTRATIVE CENTER. The purpose of this RFB is for a complete transformer replacement of the existing 400kVA dry-type transformer with a new 500kVA dry-type transformer, including feeders to and from the transformer.in accordance with the plans and specifications for this project. The Library will remain open and operational throughout construction with a two (2) day weekend closure as specified. Contractor must maintain vehicular public entry, available parking, and pedestrian access to the building entry at all times.

The Library encourages qualified proposals from minority- and women-owned businesses. Resources to assist such proposers can be found at <https://omwbe.wa.gov> the website for the Washington State Office of Minority & Women’s Business Enterprises.

ESTIMATED TIMELINE

RFB Announcement	October 14, 2024
Mandatory Site Walk No. 1 for bidders*	October 21, 2024, 9:00 AM
Mandatory Site Walk No. 2 for bidders*	October 24, 2024, 9:00 AM
Final questions or substitution requests due	October 30, 4:00 PM
RFB Question Responses Due from Library	November 1, 2024
RFB due to PCLS	November 6, 2024, 2:00 PM
RFB Opening.....	November 6, 2024, 2:30 PM
Notice of Intent to Award	November 12, 2024
Notice of Award	November 15, 2024

* Participation in only 1 of the 2 site walks is required.

Schedule for work: The Library is to remain in continuous operation during construction with a two (2) day, weekend closure to be determined and coordinated with the Library. The contractor must provide and adjust temporary construction barriers as necessary to protect the building/site and secure any areas of work. It is the contractor’s responsibility to adjust the temporary construction barriers to allow for customer access into the parking lot and main entry doors of the libraries. Staff access to staff entry doors must also be maintained.

Mandatory Site Walks: Two (2) days are set aside at the Administrative Center Parking Lot, 3005 112th St. E, Tacoma, WA 98446 at 9:00 AM on October 21 and 24, 2024. **Bidders must attend one of the two Mandatory Site Walks. Failure to attend will result in disqualification of submitted bids.**

Contract Time: Substantially complete all work under contract within 365 calendar days after the date of Notice to Proceed. Contractor must provide construction schedule for the Library’s approval prior to commencement of work. The work is to be delivered per the following stages of work:

<u>Stage</u>	<u>Duration</u>	<u>Scope to be conducted</u>
Stage 1: Preconstruction Services	28 days	Site Verification, Submittals, Shop Drawings (Stage to commence upon issuance of Notice to Proceed)
Stage 2: Equipment Procurement	309 days	Permitting and procurement of replacement equipment (No on-site physical construction)
Stage 3: Construction	28 days	All onsite construction (Inclusive of two-day, weekend, service shutdown)

Contractor work hours may be Monday to Sunday between 6 AM to 6 PM. The contractor and Library will coordinate any closures for power or other utility shutdowns. Work outside of these hours must be coordinated and approved by the Library with a thirty (30) calendar day notice. Library operational hours are as follows:

Monday to Friday	7AM to 5PM
Saturday:	Closed
Sunday:	Closed

PART 2: INSTRUCTIONS TO BIDDERS

- A. **AVAILABILITY:** Contractors may obtain plans and specifications from the *Public Procurement Portal Bonfire* at <https://mrscrosters.bonfirehub.com/opportunities/157338>
- B. **QUESTIONS ABOUT THE RFB:** It is the responsibility of all the bidder to carefully review and read the entire RFB and understand all terms, conditions, processes, and methods for responding to this RFB. All questions about this RFB should be submitted via the project's electronic bidding portal, at <https://mrscrosters.bonfirehub.com/opportunities/157338>. Oral explanations or instructions given before the award of the Agreement will not be binding. Any information that is different from what is provided in this RFB and given to a prospective bidder concerning this RFB will be furnished to all other prospective bidders as an amendment to the solicitation. The Library reserves the right to share answers with other bidders, if such information is necessary to bidders in submitting proposals on the solicitation or if the lack of such information would be prejudicial to uninformed bidders. All questions must be submitted **by 4:00 PM, October 30, 2024.**
- C. **SUBSTITUTIONS:** Provide any proposed material to the Library, in writing, for review within ten (10) calendar days prior to bid submission date. No substitutions will be accepted after bid submission has closed. Use the attached Substitution Request Form to submit request for substitutions.
- D. **ADDITIONAL SITE VISITS:** No additional site visits will be provided other than the two Mandatory Site Visit opportunities as identified above.
- E. **ACKNOWLEDGEMENT OF ADDENDA TO RFBs:** Bidders to the RFB must acknowledge receipt of any addenda by signing the bid form. Such acknowledgment must be received prior to bid opening.
- F. **BID SUBMISSION:**
- Submit Online at Public Procurement Portal Bonfire:*
<https://mrscrosters.bonfirehub.com/opportunities/157338>
- Support with the Bonfire Vendor Registration Process:*
<https://vendorsupport.gobonfire.com/hc/en-us/articles/15646869029783-Vendor-Registration>
- Support with the Bonfire Bid Submission Process:*
<https://vendorsupport.gobonfire.com/hc/en-us/articles/6832869814551-Creating-and-Uploading-a-Submission>
- For Bonfire Vendor Support please visit <https://vendorsupport.gobonfire.com/> with additional support articles and videos to help vendors. Vendors can email Support@GoBonfire.com if problems are encountered.*
- G. **DATE OF SUBMISSION:** Sealed bids must be submitted no later than **November 6, 2024, 2:00 PM, local time.** Submissions received late may be deemed not responsive and may not be considered, at the Library's discretion. The Library reserves the right to extend the date of submission and will provide due notice of such date extension.
- H. **SIGNATURES:** A corporate official who has been authorized to make such bid commitments must sign the bid.
- I. **WITHDRAWAL OR MODIFICATIONS OF BIDS:** The bidder may, without prejudice to itself, modify or withdraw its bid by written request, provided that the bid and any request is received by the Library

prior to the date of submission above. Following the withdrawal of its bid, the bidder may submit a new bid provided it is received by the Library at the address and by the Date of Submission.

- J. **REJECTION OF BIDS:** The Library reserves the right to reject any and all bids without penalty. Any and all bids may be rejected for any cause.
- K. **BIDDING PROCEDURES AND FORMS:** All bidders must comply with the specifications and requirements attached. To be considered all bids must be signed; bidders may only submit one bid for consideration. Bidders may submit additional information with their bids as desired.
- L. **VALIDITY OF PRICES:** Bidders must confirm in writing that prices quoted will be valid and in effect for a minimum of sixty (60) calendar days after bid opening. When the sum of the base bid plus all additive alternates is greater than \$35,000.00, a bid guarantee in the amount of five percent (5.00%) of the base bid amount is required. Failure of the bidder to provide bid guarantee when required shall render the bid non-responsive. Acceptance form of bid guarantee shall be a bid bond. The successful bidder's bid guarantee will be returned to the successful bidder with its official notice to proceed with the work of the contract.
- M. **BID OPENING:** A virtual public bid opening will be held at approximately 2:30 PM, on Wednesday, November 6, 2024, using Microsoft Teams.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDQyODRjOWYtNGI4MS00MmNiLTkzYzAtZmNkNjBINzY3NjQ5%40thread.v2/0?context=%7b%22Tid%22%3a%221a2f4643-38c9-4533-8193-a4a48217102c%22%2c%22Oid%22%3a%22f2166b4a-40ad-439d-b33c-3fc4a26a6415%22%7d

Meeting ID: 240 520 944 430
Passcode: pD86mW

Dial in by phone
[+1 347-618-4825,993775270#](tel:+13476184825993775270) United States, New York City
[Find a local number](#)
Phone conference ID: 993 775 270#

The Library will submit a Notice of Intent to Award to the apparent winning bidder within five (5) business days.

- N. **AWARD OF BID:** A contract shall be awarded based on price, references, and completion of all aspects of the RFB. The Library reserves the right to waive informalities or irregularities and deviations from the RFB, and to be the final judge as to which bid shall be accepted by the Library. Award is anticipated no later than thirty (30) calendar days of bid closing.
- O. **PUBLIC DISCLOSURE OF AWARDED BID:** All bids will be treated with confidentiality prior to award. After award of the contract, the bid will fall under the requirement by Washington State law (Chapter 42.56 RCW) that obligates the Library to make the document available for public inspection, if requested.
- P. **CERTIFICATES, LICENSES, AND PERMITS:** Bidders acknowledge that the awarded contract requires upon commencement of term of contract, commercial general liability insurance, as provided in the contract terms.

- Q. **RETAINAGE:** Bidders acknowledge that the awarded contract, per RCW 60.28.011, that the Library will retain funds in the amount of five percent (5.00%) for the duration of the contract, as provided in the contract terms.
- R. **PREVAILING WAGES:** Workers of the awarded contractor, its subcontractors, and its lower tier subcontractors on all Library public work projects, as the term “public work” is defined in RCW 39.040.010, shall be paid the “prevailing rate of wage” including usual benefits, as those terms are defined by Chapter 39.12 RCW. It is understood that the awarded contractor is responsible for obtaining and completing all required government forms and submitting them the same to the proper authorities. Upon request, the awarded contractor is required to provide certified payroll to Library showing the payment of prevailing wage.
- S. **NON-DISCRIMINATION AND WORKPLACE SAFETY:** The awarded contractor agrees to abide by all federal, state, and local laws, rules and regulations prohibiting discrimination in employment and the controlling of workplace safety. The awarded contractor shall provide personal protective equipment as required by law. Any violations of applicable laws, rules or regulations may result in termination of the contract.
- T. **ENVIRONMENTAL PROTECTION:** The awarded contractor shall abide by all federal, state, and local laws regarding the protection of the environment. The awarded contractor shall also be responsible for reporting such violations as pertain to this work to the Library and other applicable agencies upon discovery of such in a timely manner. Any violations of applicable laws, rules or regulations may result in termination of the contract.
- U. **FINAL INSPECTION UPON AWARD:** Upon Library’s request, any bidder will verify its bid on all existing conditions. The awarded contractor will return to the Library a signed contract, insurance certificate and bond or bond waiver within fifteen (15) calendar days after receipt of contract. If the apparent successful bidder fails to sign all contractual documents or provide the bond and insurance as required or return documents within fifteen (15) calendar days of receipt of the contract, the Library may terminate the award of the contract.
- V. **CANCELLATION:** The Library may cancel this contract or any part thereof by written notice at any time without penalty if the awarded contractor fails to comply with the terms, instructions, specifications, and delivery completion dates, or perform the work with diligence.
- W. **CONTRACT ADMINISTRATOR:** The administrator of this contract will be Christina Neville-Neil, Library Facilities Project Manager.
- X. **REFERENCES:** List the names and addresses of three (3) customers, for whom the bidder has provided similar services. Include dates, contact persons, and telephone numbers. Should any reference submitted by the bidder be found unsatisfactory, the Library, as its sole option, may reject that bidder’s offer. The Library shall be the sole judge in determining a satisfactory or unsatisfactory reference response. References must be submitted with the bid response.
- Y. **USE OF TECHNICAL LANGUAGE:** Hereon forward, the following terms are used and are defined within their sections or assumed to be known to the parties involved and are capitalized as proper nouns accordingly. Available attributions may be used for succinctness.
- Architect/Engineer or Architecture/Engineering (“A/E”)
 - Architect’s Supplemental Instruction (“SI”)
 - Change Order or Contract Change Order or Construction Change Order (“CO”)
 - Change Order Proposals or Construction Change Order Proposal (“COP”)
 - Contract Documents

- Contract Sum
- Contract Time
- Field Authorization (“FA”)
- Final Acceptance
- Notice of Non-Compliance (“NCC”)
- Notice of Substantial Completion
- Project Record
- Request for Information (“RFI”)
- Schedule of Values
- Substantial Completion
- Work

BID FORM (PAGE 1 OF 2)

Declarations:

The undersigned bidder declares that the Request for Bid has been fully read and fully understand the Request for Bid and agrees to all of the terms, conditions, and provisions contained therein. The undersigned proposes and agrees that if the bid as submitted in the proposal be accepted, the contracted firm will perform in accordance with the specifications and proposals. Said price is to include and cover all materials, labor, supervision, overhead, and profit to complete the job to the Library's satisfaction.

Project Name: TRANSFORMER REPLACEMENT AT ADMINISTRATIVE CENTER

Contractor's Name: _____

BID SUBMITTED BY:

Signature of Authorized Representative

Firm Name

Printed Name

Address

Title

City, State, Zip Code

Date

Telephone/ Fax Number

Email

State of Washington Contractor's License No. _____

Federal Tax ID No. _____

Base Bid (print dollar amount)

\$ _____
(\$ amount, do not include WSST)

- Continued -

BID FORM (PAGE 2 OF 2)

TIME FOR COMPLETION: The undersigned hereby agrees to Substantial Completion of all the work under the base bid within three hundred sixty five (365) days from issuance of Notice to Proceed, which shall be known as the Contract Time.

All the Work shall be fully and finally completed in accordance with the contract documents within fourteen (14) calendar days after the date of Substantial Completion, which shall be known as Final Completion.

LIQUIDATED DAMAGES: The undersigned agrees to pay the Library as liquidated damages the sum of three hundred dollars and no cents (\$300.00) for each and consecutive calendar day that is in default after the Contract Time. Liquidated damages shall be deducted from the contract invoice after taxes and retainage.

RECEIPT OF ADDENDA: Receipt of the following addenda is acknowledged:

Addendum No: _____	Addendum No: _____
Addendum No: _____	Addendum No: _____
Addendum No: _____	Addendum No: _____

REFERENCES:

1. Company Name _____
Company Address _____
Company Phone _____
Contact Person _____
Dates _____
2. Company Name _____
Company Address _____
Company Phone _____
Contact Person _____
Dates _____
3. Company Name _____
Company Address _____
Company Phone _____
Contact Person _____
Dates _____

PART 3: CONTRACT TERMS AND CONDITIONS

**ACTUAL CONTRACT WILL TAKE THE FORM OF
EITHER AIA FORM A105-2017 OR THE SERIES OF FORMS A101-2017 & A201-2017
PROVIDED HEREIN ARE GUIDELINES OF CONTRACTUAL TERMS**

- A. **NON-ASSIGNMENT:** The contractor may not assign any rights or any duties under this contract without the Library's prior written consent. Such consent must be in writing and received no less than thirty (30) days prior to the date of any proposed assignment and/or delegation.
- B. **SUPERVISION:** The contractor shall supervise and direct the work in relation to this contract using the contractor's best skill and attention. The contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures, and for coordinating portions applicable to this contract. The contractor shall enforce strict discipline and good order among the contractor's employees and other persons carrying out work in accordance with this contract. The contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them, according to the specifications contained herein.
- C. **SEVERABILITY:** The invalidity or unenforceability of any provision in any resultant contract shall not affect the other provisions hereof, and the contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- D. **INDEMNIFICATION AND HOLD HARMLESS:** The contractor shall protect, defend, indemnify, and hold the Library, its agents, employees, officials harmless from, and shall process and defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the Library arising out of or incident to the execution of, performance of, or failure to perform this contract; PROVIDED, however, that if such claims are caused by or the result from the concurrent negligence of the contractor, its agents, employees, an/ or officers and the Library, its agents, employees, and/ or officers, this paragraph shall be valid and enforceable only to the extent of negligence of the contractor, its agents, employees, and/ or officers; and PROVIDED/FURTHER that nothing in this paragraph shall require the contractor to indemnify, hold harmless, or defend the Library, its agents, employees, and/ or other officers from any claims caused by or resulting from the sole negligence of the Library, its agents, employees, and/ or officers. The contractor's obligation under this paragraph shall include indemnification for made by the contractor's own employees or agents. For this purpose, the contractor, by mutual negotiation, hereby waives, with respect to the Library only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Library incurs any judgment, award, and or cost arising there from including attorney's fees to enforce the provisions of this paragraph, and such fees, expenses, and costs shall be recoverable from the contractor.
- E. **PUBLIC RECORDS ACT/CONFIDENTIALITY:** Notwithstanding any other provision herein, contractor recognizes that Library is a public agency subject the Washington State Public Records Act, Chapter 42.56 RCW. Upon receipt of a public record request for any material which is the subject of this agreement, Library will promptly notify contractor of the request and contractor will promptly elect whether it will at its own expense commence court action to protect the material from disclosure. If contractor does elect to seek such protection, contractor will fully defend and indemnify Library from

any liability, including attorney fees and statutory penalties, which may arise under the Public Records Act in connection with the request.

- F. **TERMINATION FOR CONVENIENCE:** The Library for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the contractor. After receipt of a Notice of Termination (Notice), and except as directed by the contract administrator, the contractor shall immediately stop work as directed in the Notice and comply with all other requirements in the Notice. The contractor shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the Notice. The contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the contractor has any property in its possession belong to the Library, the contractor will account for the same and dispose of it in the manner the Library directs.
- G. **TERMINATION FOR DEFAULT:** In addition to termination for convenience, if the contractor does not deliver supplies in accordance with the delivery schedule, or if the contract is for services and the contractor fails to perform in the manner called for in the contract, the Library may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice by certified mail, return receipt requested, on the contractor setting forth the manner in which the contractor is in default and the effective date of termination, provided that the contractor shall have ten (10) calendar days to cure the default. The contractor will be only paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the Library caused by default. The termination of this contract shall in no way relieve the contractor from any of its obligations under this contract nor limit the rights and remedies of the Library hereunder in any manner.
- H. **TERMINATION FOR NON-APPROPRIATION:** This contract is cancelable at the end of the fiscal period for non-appropriation of funds by the Library board of trustees. Such cancellation shall be upon thirty (30) days written notice to the contractor. The Library's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection: The Library will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and the contractor shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination. Funding under this contract beyond the current appropriation is conditional upon the appropriation by the Library board of trustees of sufficient funds to support the activities described in the contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.
- I. **CONTRACT TIME AND SCHEDULE:** Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion with a reasonable period thereafter. Unless otherwise provided, contractor shall, within fourteen (14) calendar days after issuance of Notice of Award, submit a preliminary Progress Schedule. The Progress Schedule shall show the sequence in which contractor proposes to perform the Work, and the dates on which contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.
- J. **DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION:**
 - 1. **Reason for Liquidated Damages:** Timely performance and completion of the Work is essential to the Library and time limits stated in Contract Documents are of the essence. The Library will incur serious and substantial damages if Substantial Completion of the Work does not occur with the contract time. However, it would be difficult if not impossible to determine the exact amount of

such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.

2. **Calculations of Liquidated Damages amount:** The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Library because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Library would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Library and may be retained by the Library and deducted from the periodic payments to the contractor.
 3. **Contractor responsible even if Liquidated Damages assessed:** Assessment of Liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.
- K. **RETAINAGE:** All laws related to retainage shall apply. RCW 60.28.11 requires public entities to retain a portion of payments on a maintenance contract. This contract requires retainage in the amount of five percent (5.00%) of all payments. The contractor may choose to have it:
1. Retained in a fund managed by the Library; or
 2. Deposited by the Library into an interest-bearing account in a bank, mutual saving bank, or savings and loan association. Interest on moneys reserved by the Library under the provision of this contract shall be paid to the contractor; or
 3. Placed in escrow with the bank or trust company by the Library. When the money reserved is placed in escrow, the Library shall issue a check representing the sum of the moneys reserved payable to the bank or trust company and the contractor jointly. This check shall be converted into bonds and securities shall be held in escrow. Interest on the bonds and securities shall be paid to the contractor as the interest accrues.

In lieu of retainage, the contractor may submit a retainage bond. If elected, retainage bond must be submitted within thirty (30) days of contract signing; any retainage withheld shall then be paid immediately to contractor.

- L. **INSURANCE:** The contractor shall furnish to the Library at time of award copies of all applicable liability insurance and applicable documentation as specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
General Liability Insurance	\$1,000,000 each occurrence \$2,000,000 aggregate
Automotive Liability Insurance	\$1,000,000
Umbrella/Excess Liability Insurance	\$5,000,000

All insurance policies shall be endorsed with the following declaration, "Pierce County Library System, its officials and employees are covered as additional insured."

- M. **PAYMENT:** At monthly intervals, contractor shall submit to Library an itemized Application for Payment for Work completed in accordance with the Contract Documents. Each application shall be supported by such substantiating data as the Library may require.

If authorized by the Library, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may

similarly be requested for material stored off the Project site, provided the contractor complies with or furnishes satisfactory evidence of the following:

1. Suitable facility or location: The material will be placed in a facility or location that is structurally sound, dry, lighted and suitable for the materials to be stored;
2. Facility or location within ten (10) miles of Project: The facility or location is located within a ten (10) mile radius of the Project. Other locations may be utilized, if approved in writing, by the Library;
3. Facility or location exclusive to Project's materials: Only materials for the Project are stored within the facility or location (or a secure portion of a facility or location set aside for the Project);
4. Insurance provided on materials in facility or location: Contractor furnishes the Library a certificate of insurance extending contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit.

The Library will make payments upon delivery and acceptance of the services by the Library and upon receipt of an acceptable invoice.

- N. **WARRANTY OF WORK**: In addition to any special warranties provided elsewhere in the Contract Documents, contractor warrants that all Work conforms to the requirements of the Contract Documents. Contractor warrants that all Work is free of any defect in equipment, material, or design furnished, or workmanship performed by contractor.

PART 4: STATEMENT OF LIBRARY RESPONSIBILITIES

The contractor must provide a comprehensive statement identifying the exact tasks, and other needs that are the responsibility of the Library as a part of this project. This includes cost, coordination, and labor required to complete all work associated with the project as defined in this RFB.

PART 5: SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

- A. **SPECIFICATIONS AND DRAWINGS ARE THE BASIS OF THE WORK:** The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Drawings, Specifications, and other provisions of the Contract Documents.
- B. **PARTS OF THE CONTRACT DOCUMENTS ARE COMPLEMENTARY:** The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
- C. **CONTRACTOR MUST REPORT DISCREPANCIES IN CONTRACT DOCUMENTS:** Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Library. If during the performance of the Work, contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work effected thereby, report such conflict, error, inconsistency, or omission to A/E in writing.
- D. **PROJECT RECORD:** Contractor must maintain Project Record Drawings and Specifications. Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction, horizontal, and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order Proposals (COP). This separate set of Drawings and Specifications shall be the "Project Record". Contractor shall submit the completed and finalized Project Record to A/E prior to Final Acceptance. Upon review and acceptance from A/E, Library shall receive copy for files.
- E. **PERMITS, FEES, AND NOTICES:** Contractor will obtain and pay for all permits. Unless otherwise provided in the Contract Documents, contractor shall pay for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. All costs for submitting and obtaining permits is the responsibility of the contractor and shall be included in the Bid Amount Prior to Final Acceptance, the approved, signed permits shall be delivered to the Library.

PART 6: PERFORMANCE

The period of performance of this contract is three hundred sixty five (365) days from issuance of Notice to Proceed. Contractor shall retain the responsibility for scheduling and execution of the work in a manner that maintains the Library's on-going operations and limits the duration of utility and/or building shutdowns for the execution of the work under this contract. In the event of conflict, the Construction Manager shall be the sole judge of the adequacy of the contractor's efforts to execute the work with minimum disruption. The contractor understands the special requirements of maintaining the facilities in full operation concurrent with the construction activity and shall provide continuous and safe access by the Library to all areas of the building/site not specifically designated for work by the contractor. There may be work by others on site and contractor to cooperate and not impede others' scope of work.

- A. **CONTRACTOR CONTROL AND SUPERVISION:** Contractor is responsible for means and methods of construction. Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters.
- B. **SAFETY PRECAUTIONS:** In performing this contract, the contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoid work interruptions. For these purposes, the contractor shall:
 - 1. Follow Washington Industrial Safety and Health Act (WISHA) regional directives and provide a site-specific safety program that will require an accident prevention and hazard analysis plan for the contractor and each subcontractor on the work site. The contractor shall submit a site-specific safety plan to the Library's representative prior to the initial scheduled construction meeting.
 - 2. Building's HVAC system will be carefully protected in areas of work so dust and fumes will not be carried throughout the building.
 - 3. Contractors are not to enter the building through the main public door during Library operating hours. Contractor entry and access must be coordinated with Library prior to mobilization.
 - 4. Area will be secured by the contractor's means and at its cost. The Library takes no responsibility for the security of the contractor's assigned laydown area.
- C. **UNFORESEEN PHYSICAL CONDITIONS (CONCEALED OR UNKNOWN):** If contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then contractor shall give written notice to Library promptly and in no event later than seven (7) calendar days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.
- D. **CORRECTION OF NON-CONFORMING WORK:** Contractor shall promptly correct Work found by Library not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.

E. **CHANGES:**

1. Changes in Work, Contract Sum, and Contract Time by Change Order: Library may, at any time and without notice to contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by the Library causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made.
2. Library may request COP from Contractor: If Library desires to order a change in the Work, it may request a written Change Order Proposal (COP) from contractor. Contractor shall submit a Change Order Proposal within fourteen (14) calendar days of the request from Library, or within such other period as mutually agreed. Contractor's Change Order Proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption or schedule, or loss of efficiency or productivity occasioned by the change in the Work.
3. Contract Sum changes only by Change Order: The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order Proposal. If the cost of contractor's performance is changed due to the fault or negligence of Library, or anyone for whose acts Library is responsible, contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum. No change in the Contract Sum shall be allowed to the extent: contractor's changed cost of performance is due to the fault or negligence of contractor, or anyone for whose acts contractor is responsible; the change is concurrently caused by contractor and Library; or the change is caused by an act of Force Majeure to include but is not limited to:
 - a) Acts of God or the public enemy
 - b) Acts or omissions of any government entity
 - c) Fire or other casualty for which contractor is not responsible
 - d) Quarantine or epidemic
 - e) Strike or defensive lockout
 - f) Unusually severe weather conditions which could not have been reasonably anticipated
 - g) Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Library was available

PART 7: ADMINISTRATIVE REQUIREMENTS

- A. **PRECONSTRUCTION/PRE-INSTALLATION MEETING:** Design Team, Library, and contractor will attend initial meeting to establish communication expectations, address contractor and Library questions and concerns, schedule and sequence of work, and identify issues for resolution early in the process.
- B. **CONSTRUCTION PROGRESS SCHEDULE:** Contractor will submit baseline schedule within fourteen (14) days of issuance of Notice of Award for review and submit updated schedule with each Application for Payment.
- C. **WEEKLY PROGRESS MEETINGS:** Contractor will hold weekly construction meetings to review site-specific progress with three (3) week schedule and updates. Contractor will prepare agenda, meeting minutes, and progress schedule, submittal log, RFI log, Field Authorization log, and Change Order log.
- D. **SUBMITTALS FOR REVIEW:** When the following are specified in individual sections, submit for review:
 - 1. Product data
 - 2. Shop drawings
 - 3. Samples for selection
 - 4. Samples for verification

Schedule submittals must expedite the Project, and coordinate submission of related items. When revised for resubmission, identify all changes made since previous submission. Submittals must be submitted digitally and logged and tracked in Submittal Log, and be shared with Project Team in Weekly Progress Meetings.

Except for submittals for record, information, or similar purposes, where action and return is required or requested, the architect will review each submittal, mark to indicate action taken, and return promptly.

Submittals expected for review are specified in individual sections.

- E. **MODIFICATION PROCEDURES:** Changes to and clarification of the Work may be made by response to a Request for Information (RFI), A/E's Supplemental Instruction (SI), Field Authorization (FA), Change Order Proposal (COP), and Contract Change Order (CO) as issued by Library. A monetary change to the Contract is implemented by an accepted FA and by CO.
 - 1. Request for Information (RFI)
 - a) Prepared by contractor
 - b) Transmitted to architect
 - c) Response by architect. Allow up to ten (10) calendar days for response
 - d) Acceptance by Library
 - e) Contractor must either:
 - i. Proceed upon receipt of response if not Cost/Time impact; or
 - ii. Submit a notice of cost impact within 5 calendar days of response date. Submit substantiation of costs within 21 days or response date.
 - iii. By proceeding without submitting a statement of impact, the Contractor agrees that there is no impact on the Contract Cost or Time.

- iv. RFIs must reference a Drawing and Detail number or Specification section.
2. Supplemental Instruction (SI)
- a) Prepared by Consultant
 - b) Approved by Library
 - c) Transmitted to Contractor
 - d) Contractor must either:
 - i. Proceed upon receipt of response if no Cost/Time impact; or
 - ii. Submit a notice of cost impact within five (5) calendar days of response date. Submit substantiation of costs within twenty one (21) calendar days or response date.
FA or COP will be prepared.
 - iii. By proceeding without submitting a statement of impact, the contractor agrees that there is no impact on the Contract Cost or Time.
 - e) SI shall be numbered consecutively and emailed to appropriate parties.
3. Field Authorization (FA)
- a) Issued in response to:
 - i. An RFI with unresolved Cost/Time impacts
 - ii. A SI with unresolved Cost/Time impacts
 - iii. Absence of agreement on Proposal Request terms
 - b) Issued to expedite the work and avoid delays
 - c) Procedure:
 - i. Form provided and prepared by architect.
 - ii. Signed by architect, Library, and contractor
 - iii. Contractor must proceed immediately
 - iv. Method of adjustment of Contract Sum shall be determined per General Conditions of the Contract
 - v. FA's shall be numbered consecutively
 - vi. Changes shall be marked on record drawings and specifications
 - vii. FA will have an agreed NTE price
4. Construction Change Proposal (COP)
- a) Prepared by architect
 - b) May be initiated by contractor by submitting a written notice to Architect indicating justification and anticipated cost impact
 - c) Delivered to contractor
 - d) Contractor must provide cost data and submit substantiation
 - e) Architect makes recommendation

- f) Library accepts or rejects
 - i. Library issues Notice to Proceed and prepares Change Order; or
 - ii. Library requests additional cost data; or
 - iii. FA is issued.
 - g) COPs shall be numbered consecutively
 - h) Changes shall be marked on record drawings and specifications.
5. Construction Change Order (CO)
- a) Prepared by Library
 - b) May include several COPs and FAs
 - c) COs shall be numbered consecutively
 - d) Changes shall be marked on record drawings and specifications
6. Notice of Non-Compliance (NCC)
- a) Issued by architect in response to observation of work that is not in compliance with contract documents
 - b) Contractor shall correct deficiency promptly upon receipt of notice
 - c) Notice will be considered closed following architect's verification that remedial work is in compliance with contract documents
 - d) In no case shall subsequent work be attached to, built on or built over the deficient work, until such time that correction of the deficient work has been verified
- F. **CLOSEOUT REQUIREMENTS:** Contractor shall submit a written Notice of Substantial Completion certifying that all work has been inspected, and that work is complete in accordance with the Contract Documents and ready for A/E Punch List Inspection. Contractor must submit all outstanding FA and COP for review, Draft Operations and Maintenance Manual to architect for review, Draft Warranties and Bonds to architect for review, and Record Documents. Upon Punch List Inspection, contractor must correct items of work listed prior to Final Inspection. Closeout submittals to include Record Documents: drawings, specifications, addenda, change orders, modifications, shop drawings, product data, samples, manufacturer's instructions for assembly, installation and adjustments, testing and inspection log and reports, permits, and progress photos. Submit two (2) paper copies and one electronic copy of each document prior to final invoice.

PART 8: PAYMENT SCHEDULE

- A. The contractor will submit Schedule of Values on Owner-provided Application for Payment Form A-19 within fourteen (14) calendar days after date established as the Notice to Proceed or seven (7) calendar days prior to first Application for Payment, whichever is first. Approved Schedule of Values shall be used by the Library as the basis for progress payments.
- B. The contractor will submit an invoice monthly on Form A-19 (see sample), to be filled out electronically, signed and certified by authorized officer of company, reviewed by architect.
- C. The Library will make payments upon delivery and acceptance of the services by the Library and upon receipt of an acceptable invoice.
- D. Invoicing for all work must be done monthly and invoices must indicate separate charges for labor and materials, and material charges must be itemized. The contractor may only invoice for parts that have been furnished and installed; parts on order shall not be billed prior to installation. All invoices shall reference the relevant work order number for the authorized work. Statement of intent to pay prevailing wage rates and signed statement of compliance must be submitted to the Finance Department upon request. No invoices will be processed for payment without the above referenced documentation.
- E. The Library is required by law to withhold retainage from payment. For more information, please see retainage in Part 3.

SUBSTITUTION REQUEST FORM (PAGE 1 OF 3)

ATTENTION: Starling Whitehead & Lux Architects
Attn: Stephen J. Starling
starling@swlarchitects.com

PROJECT NAME: Transformer Replacement at Administrative Center
Pierce County Library System

Date Submitted: _____

Submitted By: _____
Proposer of Substitution

On behalf of: _____
Contractor (required if post bid)

We hereby submit for consideration, the following product instead of the specified item for above project:

SECTION	PARAGRAPH	SPECIFIED ITEM
Proposed Substitution:		

If requesting after issuance of Contractor's Notice to Proceed, State reason for request:

Attach complete dimensional information and technical data, including laboratory tests, if applicable.

Include complete information on changes to Drawings and Specifications which proposed substitution will require for its proper installation.

Submit with request all necessary samples and substantiating data to provide equal quality, performance, and appearance to that specified. Clearly mark Manufacturer's literature to indicate equality or equivalence in performance. Indicate differences in quality of materials and construction.

- Continued -

SUBSTITUTION REQUEST FORM (PAGE 2 OF 3)

Fill in blanks below: *(please note – failure to provide a complete and thorough answer to any of the questions below will result in rejection of request. A response of Not Applicable, will also be result in rejection).*

A. Does the substitution affect dimensions shown on Drawings: Yes / No If yes, clearly indicate changes:
B. What effect does substitution have on other trades, other Contracts, and contract completion date?
C. What effect does substitution have on applicable code requirements?
D. Differences between proposed substitution and specified item:
E. Manufacturer's warranties of the proposed and specified items are: Same / Different (explain)
F. List of names and addresses of 3 similar projects on which product was used, date of installation, and A/E's name and address: <i>(Attach list with requested information)</i>
G. Cost impact:
H. Has the submitter informed the Contractor of all changes or impacts to other trades and construction, and have all potential costs impacts have been fully addressed without any cost impact to the Owner? Yes / No

CERTIFICATION OF EQUAL OR EQUIVALENT PERFORMANCE AND ASSUMPTION OF LIABILITY FOR EQUAL OR EQUIVALENT PERFORMANCE: *See Division 01 2500 Sections 3.02 & 3.03 for Pre & Post Bid Language.*

- Continued -

SUBSTITUTION REQUEST FORM (PAGE 3 OF 3)

The undersigned agrees to pay for costs associated with changes to the building design, including engineering and detailing caused by the requested substitution. (Signature must be by person having authority to legally bind the Contractor/Subcontractor/Supplier to the above terms)

Signature

Printed Name

Firm

Address

Telephone

E-mail

For Use by A/E

Remarks:

Accepted Not Accepted Accepted as Noted Received Too Late

For Use by Library Construction Manager:

Remarks:

Accepted Not Accepted Accepted as Noted Received Too Late

Other Comments: