

**Whatcom County Facilities Management  
Remove & Replace Flooring  
at the  
Whatcom County Courthouse  
and  
Forest Street Annex**

June 2017



Whatcom County  
Invitation to Bid  
Bid #17-46

## Table of Contents

Whatcom County Bid #17-46  
Remove & Replace Flooring at the  
Whatcom County Courthouse and Forest Street Annex

Invitation to Bid	i
Notice to Bidders	1
Supplemental Instructions to Bidders	2
Bid Proposal Documents	8
Sample Contract Documents	18
Scope of Work	33
Whatcom County Prevailing Wage Rates	50

**Whatcom County  
Invitation to Bid  
Bid #17-46**

NOTICE IS HEREBY GIVEN that sealed bids will be received by Whatcom County Administrative Services Finance/Purchasing at their office on the fifth floor of the Whatcom County Courthouse, 311 Grand Avenue Suite 503, Bellingham WA 98225 for the following:

**REMOVE AND REPLACE FLOORING AT  
THE WHATCOM COUNTY COURTHOUSE AND FOREST STREET ANNEX  
UNTIL: 2:30 PM Tuesday June 27<sup>th</sup>, 2017**

At which time and place the bids will be publicly opened and read aloud. All bidders and any other interested people are invited to be present. Late submittals will not be considered.

Whatcom County Facilities Management is requesting bids to remove and replace flooring at the Whatcom County Courthouse and Forest Street Annex. Contractor will provide all labor and materials to remove old flooring and prepare for new flooring, provide linoleum flooring for designated areas and cove base for the entire flooring project; buildings located at 311 Grand Avenue and 1000 North Forest Street, Bellingham, as further described in the bid documents.

Electronic copies of the bid documents are available at no charge in PDF format; see "Related Documents" at the bottom of this Bid Posting page to download. If you are unable to download the bid documents from this website, contact Purchasing at [FN\\_purchasing@co.whatcom.wa.us](mailto:FN_purchasing@co.whatcom.wa.us) (preferred), or phone (360) 778-5330.

Award will be made to the lowest qualified bidder. Whatcom County reserves the right to reject any or all bids, and to waive any irregularities. Whatcom County encourages disadvantaged, minority and women owned firms to respond.

Whatcom County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for award. As required by law, the E-Verify System may be required.

It is **mandatory** that all bidders attend a pre-bid walk-through. This walk-through must be coordinated and scheduled with Whatcom County Facilities Management. For further information, contact Danny Phillips at the Facilities Management Office, [dphillips@co.whatcom.wa.us](mailto:dphillips@co.whatcom.wa.us) (preferred) or phone (360) 778-5360.

Publication Dates: Wednesdays June 14 and 21, 2017.

## Whatcom County

### Bid #17-46

## Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex

### NOTICE TO BIDDERS

The following is applicable to non-federal aid projects in the County of Whatcom, State of Washington. The Whatcom County Administrative Services Department, Facilities Management Division, notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

**All bid proposals shall be made upon the attached proposal forms provided for this purpose and shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal.** Should the successful Bidder fail to enter into such contract and furnish satisfactory contract bond within the time stated in the specifications, the bid proposal bond shall be forfeited to the County of Whatcom.

Whatcom County reserves the right to the following:

- Accept the proposal of the lowest responsible bidder.
- Reject any or all bids.
- Republish the call for bids.
- Revise or cancel the work to be performed or do the work otherwise, if in the judgement of the Facilities Manager, the best interest of Whatcom County is better served.
- To wave any irregularities.

Whatcom County also reserves the right to postpone the bid award for a period of thirty (30) calendar days after the bid opening, except that upon mutual consent of the lowest responsible bidder and Whatcom County, the 30-calendar day limit may be extended to allow legislative approval of the bid award. If it is anticipated that the award of the contract will be delayed beyond 30-days from bid opening, all bid bonds, except the lowest two will be returned.

In determining bid award, a percentage of sales tax may be allowed for local preference. Award will be made to the lowest and/or best bidder.

## Whatcom County

### Bid #17-46

## Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex

### SUPPLEMENTAL INSTRUCTION TO BIDDERS

#### Preparation of Proposal

**Each bid proposal must be submitted on the forms included in the “Bid Proposal forms” section of the bid document.** All blank spaces on the form must be completed in ink or be typewritten. Any omission of prices for items included on the Bid Form or any addition in writing or any condition or limitation or provision not officially invited in these contract documents may render the proposal as being incomplete or modified and may become cause for rejection of the bid.

The total bid price must be shown in both words and figures. The sum shown for the Bid ‘Total’ (total bid price) will be the amount for which the Bidder offers to perform, and agrees to accept for the work described in these documents. At the option and direction of the Facilities Manager, work may be added or deleted in accordance with the contract provisions hereunder.

Bidders must fill in and complete the information requested on the “Bidder Identification” form, including address and telephone number. Include in the form the legal name under which the firm or Bidder registered.

**Bid proposals must be signed in full by the person or person legally authorized to bind the bidder to a contract.** A bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A bid submitted by an agent shall have attached a current power of attorney certifying the agent’s authority to bind the Bidder. The name of each person signing shall be typed or printed below the signature.

#### Bid Opening

Sealed bids for the work as specified herein will be received at the office of Whatcom County Administrative Services Finance/Purchasing, 311 Grand Avenue Suite 503, Bellingham Washington 98225, **until 2:30 PM, Tuesday, June 27, 2017.**

#### Pre Bid Project Walk-thru

There is a **mandatory** pre-bid walk-through. Interested bidders may request a site visit at both locations; 311 Grand Avenue & 1000 N. Forest Street, Bellingham WA 98225. Such requests must be coordinated and scheduled with Whatcom County Facilities Management. For further information, contact Danny Phillips at the Facilities Management Office, [dphillips@co.whatcom.wa.us](mailto:dphillips@co.whatcom.wa.us) (preferred) or phone (360) 778-5360.

#### Bid Proposal Guarantee

A bid bond in the amount of 5% of the total bid is to be submitted in the form of a certified check, bank cashier’s check or a surety bond, shall be made payable to Whatcom County. A surety bond shall be submitted with the Bid Bond Form that is included in the Bid Proposal Forms section that follows. **Failure to submit a bid bond will be considered cause to reject a bid.**

In the event of the withdrawal of this bid proposal after the receipt and opening of bid proposals, or the failure of the Bidder to enter into a contract and give the required contract bond and insurance certification within 20-calendar days after the date of contract award, the Bidder shall be liable to Whatcom County for the amount of 5% of the total amount of bid as liquidated damages due to the default of the Bidder.

#### Submittal of Proposal

The “Bid Proposal Forms” section, including the bid guarantee, and any other documents required to be submitted must be delivered to the office of Whatcom County Administrative Services Finance/Purchasing, 311 Grand Ave Suite 503, Bellingham WA 98225 in an opaque envelope clearly marked with the following:

Name of Bidder

Bid #17-46, Remove and Replace Flooring/Courthouse & Forest St Annex

Bid proposals must be deposited at the designated location prior to the time and date for receipt of bid proposals, as indicated in the “Invitation to Bid” or any revised date as may be an addendum.

## **Whatcom County**

### **Bid #17-46**

## **Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

### **Interpretations and Corrections**

If the Bidder finds any discrepancy in or omission from the specifications or plans or if there is any doubt as to their meaning, the Bidder shall promptly notify the Facilities Manager. Any addenda issued during the time of bidding will be numbered consecutively and will be incorporated into these contract documents. It is the Bidder's responsibility to ascertain prior to submittal of a bid proposal that all addenda issued have been received, and are acknowledged on the "Bid Proposal Signature and Addendum Acknowledgement" form.

### **Funds**

This project is financed with Whatcom County (local) funds only.

### **State Sales Tax and Use Tax**

Whatcom County is required to pay all applicable State and local taxes.

### **Consideration of Bids**

Bid proposals will be opened and read publicly at the time and place indicated in the "Invitation to Bid" or in an addendum, unless the County has withdrawn the request for bids. No oral, electronic, or telephonic bids or modifications will be considered.

In the event of any discrepancies, the amount shown in the works shall have precedence. In the event that an alternate bid items or items are provided for on the Bid Form, any item for which no bid is intended shall be marked "N/A" for the proposal to be considered complete. Any interlineations, alterations, or erasure must be initialed by the Bidder for the proposal to be considered.

It is the intent of Whatcom County to award a Contract to the responsible Bidder providing the lowest bid and demonstrating successful prior experience in similar projects provided the bid proposal has been submitted in accordance with the requirements of these contract documents and does not exceed the funds available.

### **E-Verify**

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub-contracts for \$25,000 or more if the primary contract is for \$100,000 or more and the job exceeds 120 days. The Contractor represents and warrants that for at least the duration of this contract to register and participate in the status verification system for all newly hired employees. The term "employee" means any person that is hired to perform work related to this Whatcom County funded project. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program.

The Contractor agrees to maintain records of such compliance and, upon request of the County to provide a copy of each such verification to the County. The Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the United States.

The Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit. Contractor will review and enroll in the E-Verify program through this website [www.uscis.gov](http://www.uscis.gov).

### **Evaluations of Bids and Bid Award**

The contract for bid #17-46, Remove and Replace Flooring at the Whatcom County Courthouse and Forest Street Annex, if it is awarded, will be awarded to the lowest responsive/responsible Bidder based on Whatcom County's evaluation of the information in the Bid Proposal, and such additional information as the County may require.

## **Whatcom County**

### **Bid #17-46**

#### **Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

Review of bids will include supplemental criteria, which includes Whatcom County Code 3.08 and 3.08.090(J); any or all bids may be rejected for good cause. If all bids are not rejected, the award shall be to the lowest responsive bidder. In determining which is the lowest responsive bidder, the county may take into consideration the bidder's responsiveness to the county's requirements, the quality of the articles to be purchased or leased, availability of parts and service, delivery time, the tax revenue the county would receive from purchasing from a supplier located within its boundaries, and prior dealing with the bidder.

Examples of prior dealings with the bidder include, but are not limited to, the bidders past performance of providing materials or services to the County, either through direct- or sub-contracts on a County related project. Prior dealings may also include the evaluation of the bidder's compliance of contract requirements, including but not limited to, timeliness, submittals, quality of work, budget constraints, meeting deadlines and budgets, competent and professional use of project management tools, such as requests for information, change order proposals, cooperative meetings, coordination of trades, detailed and updated schedules, overall quality of completed works, and references.

Should Whatcom County determine that a bidder does not meet the requirements of a responsible bidder pursuant to RCW 39.04.350, including special criteria and the County Code, the County will notify the bidder in writing, with the reason(s) for the determination. The bidder may appeal the determination within two (2) business days by presenting additional information to Whatcom County. The County will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, Whatcom County may not and will not execute the contract with any other bidder until two (2) business days after the bidder determined to be not responsible has received the final determination.

No additional compensation will be allowed for other categories of labor or for labor rates in excess of those shown on the Bid Proposals form, unless such categories are approved by the County's representative and the rates for those categories conform to the local prevailing wage rates as determined by the State of Washington Department of Labor and Industries.

#### **Evidence of Qualifications**

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

In determining the lowest responsible bidder, the County may consider prior County projects with the bidder and any other projects in which the bidder was involved as a supervisor, principle, agent, or owner of the company performing the project. The Contractor shall demonstrate successful completion of three projects within the last 10 years that are similar in scope, time, and complexity to the work called for under this contract.

Upon request of Whatcom County, a Bidder whose proposal is under consideration for contract award shall promptly submit satisfactory evidence of financial resources, experience, organization and equipment that the Bidder has available for the performance of this Contract. This shall also apply for each proposed subcontractor.

#### **Award of Contract**

The award of the Contract, if awarded, will be made within 30-calendar days after the opening of bids to the lowest Bidder deemed responsible by the County, as provided for hereunder. Except, upon mutual consent of the lowest responsible Bidder and the County, the 30-calendar day limit may be extended.

#### **Retainage**

Retainage will be administered in accordance with RCW 60.28.010, as amended, and in accordance with the "Retainage Investment Option" form, made part of these contract documents.

#### **Execution of Contract**

The successful Bidder shall execute and return the contract, and furnish a contract bond on the forms set forth in these contract documents, said contract and performance bond shall be done in a manner satisfactory to

## **Whatcom County**

### **Bid #17-46**

#### **Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

the County within 20-calendar days after bid award. A certificate of insurance satisfying the contract specifications shall be submitted with the signed contract.

#### **Statutory Requirements**

In addition to the general requirements of Section 1-07 of the Standard Specifications, "Legal Relations and responsibilities to the Public", the Contractor shall be familiar with, and shall comply with the following:

1. RCW 9A.18.120 through .150, prohibiting suppression of competitive bidding.
2. RCW 18.27, relating to Contractor's Registration, especially RCW 18.27.11, prohibiting contracts with unregistered contractors, and RCW 18.27.110, relating to issuance of building permits.
3. RCW 36.32.240 through .250, relating to competitive bidding on public works materials and supplies, and contractor's bond.
4. RCW 39.04, relating to public works.
5. RCW 39.08, relating to contractor's bonds.
6. RCW 39.12, 39.16 and 49.46, relating to minimum and prevailing wages, resident employees, and penalties.
7. RCW 39.25, relating to use of offshore items.
8. RCW 39.20, relating to unemployment of certain aliens.
9. RCW 49.12 and 49.28, relating to hours of labor, and female and child labor.
10. RCW 49.6, "law against discrimination"
11. RCW 51.12, relating to workmen's compensation, and employment covered under State Industrial Insurance, especially RCW 51.12, .050 and .070, relating to liability for payments into Industrial Insurance accident fund; and RCW 50.24.130, as to unemployment compensation contributions.
12. RCW 60.28, relating to liens for labor, materials, taxes and retained percentage in connection with public works projects. Except as provided in Section 1-07.1 of the Standard Specifications, all costs incurred as a result of compliance with Federal, State and local rules and regulations shall be paid by the Contractor and all such costs, including taxes, permit, and other fees, shall be included in the respective bid item amounts.

#### **Wages**

Section 1-07.9 of the Standard Specifications is supplemented by the following:

Wage rates for work performed under this contract are governed by the Washington State Department of Labor and Industries. No workman, laborer, or mechanic employed in the performance of any part of this contract shall be paid less than the "prevailing rate of wage" as determined by the Industrial Statistician of the Department of Labor and Industries.

Current prevailing State wage data may be obtained from the Industrial Statistician upon request. The request must include the contract title, County in which the contract is located and occupations by general description (i.e., carpenters, electricians, laborers, etc.) to be used in the contract. Request may be mailed to:

Department of Labor and Industries, Employment Standards Division General  
Administration Building, Olympia, Washington 98504 Telephone: (360) 753-4019  
<http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>

In accordance with provisions of Section 39.12.040 of the Revised Code of Washington (RCW), each voucher claim for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement(s) of intent to pay prevailing wages on file with the County.



## **Whatcom County**

### **Bid #17-46**

## **Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

Attention is called to Section 2296-127-040 and 296-127-045 of the Washington State Administrative Code that require fee payments to the Washington State Department of Labor and Industries for processing of statements of intent to pay prevailing wages and affidavits of wages paid.

No claim for additional compensation will be allowed for the Contractor because of any payments in excess of the prevailing rates, or for any fees. The Contractor must adjust all disputes in regard to payment of wages in excess of those specified in this contract.

### **Payment for Work Performed**

The Contractor must submit to the County a monthly statement of work performed. This statement must give the actual quantity and cost of the completed work as listed in the awarded contract bid proposal or by executed change order.

The Contractor must submit this to the County no later than the 5<sup>th</sup> day of the month following the month in which the work was complete.

The County will process and issue warrants for the completed work by the end of the month in which the statement was submitted. Bills submitted later than the above date will be paid at the end of the next month or within 60 days.

### **Subcontracting**

A Subcontractor or an Agent to the Subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Facilities Manager:

1. Request to Sublet Work (Form 421-012)
2. Statement of Intent to Pay Prevailing Wages (Form 421-022)

The Contractor's records pertaining to the requirements of this special provision must be open to inspection or audit by representatives of the Department during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The Contractor must retain these records for that period. The Contractor must also guarantee that the records of all Subcontractors and Agents will be open to similar inspection or audit for the same period.

### **Items of Work**

Whatcom County reserves the right to, and may at its option, delete any bid item or items, or any portion of the work, or otherwise select the item or items of work, as incorporated herein, to be performed under this contract.

No additional compensation will be allowed as a result of any such deletion or selection. Whatcom County also reserves the right to modify the items of work, or to add such additional items of work as may be determined necessary by and be approved by the Manager.

### **Pre-Construction Conference**

The successful bidder, prior to commencement of work, must attend a pre-construction conference with the Facilities Manager and any other appropriate people.

### **Hours of Work**

All work will be performed Mondays through Fridays during the hours of 8:00 AM and 5:00 PM unless otherwise specified in the Scope of Work section.

### **Schedule of Work**

Work will commence once award has been made and the proper permits have been obtained.

Whatcom County also reserves the right to have any item of work performed on a time and material basis in lieu of the lump sum or unit bid price. Whatcom County will notify the Contractor of any such change by a written change order in advance of the work being performed.

**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

Any work performed on a time and material basis must be documented and the information submitted on a daily basis for review and approval by the County's representative on site. The time must be billed in accordance with the Contractor's labor rate schedule. Overhead and profit billed shall not exceed fifteen percent.

**Progress of Work**

The intent of this contract is to have this project completed in its entirety within the specified working days. Contract time will begin at a time mutually agreed upon by the Facilities Manager and the Contractor.

**Substitutions**

No substitutions of materials, products, or equipment will be considered prior to receipt of bids unless the Facilities Manager has received a written request for approval at least ten days prior to the date for receipt of bids. Such requests must include the name of materials or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and any other information necessary for evaluation. The County's decision of approval or disapproval of a proposed substitution will be final. Should a substitution be found acceptable an addendum to the bid will be distributed to all bidders and document holders.

**Clean-Up**

At all times, the Contractor must keep the site of work free of any accumulation of waste material or rubbish caused by his employees or by his operations in the performance of the work. At the completion of the work, the Contractor must remove all rubbish from and about the site of work, and leave the work, and its immediate vicinity, "room clean" or equivalent unless otherwise specified.

All costs incurred by the Contractor in complying with the requirements of this section must be considered part of the contract bid items and no additional compensation will be allowed.

**Disposition of Removed Equipment and Scrap**

Unless otherwise provided, any equipment removed shall be and become the property of the County, and shall be disposed of in such a manner as the County may direct. Scrap and/or salvage to be removed during the period of work will be and become the property of the Contractor unless provided otherwise herein. When calculating this bid, the Contractor shall take into consideration the value of such scrap.

**Removals**

In the event the Contract requires the removal of fittings, machinery, or any part thereof, the Contractor shall be responsible for the removal of any dirt or debris required by the Contract.

The Contractor shall be responsible to replace or reinstall fittings, machinery, or parts thereof so removed, and to repair or correct any damage caused by the removal, replacement, and reinstallation operations, including application of specified coating, lubricants, and related work and materials. All such work and materials as specified herein shall be to the satisfaction of the County's representative.

All such costs incurred by the Contractor for the work and materials under this section shall be considered a part of the contract and no additional compensation will be allowed.

All material disposed must be legally documented and certifications of disposal must be provided to the County.

## **BID PROPOSAL DOCUMENTS**

**Bid 17-46**

# **REMOVE AND REPLACE FLOORING AT THE WHATCOM COUNTY COURTHOUSE & FOREST STREET ANNEX**

**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

**Bid Proposal**  
**Whatcom County Bid #17-46**

**Bid 17-46 – REMOVE AND REPLACE FLOORING AT THE WHATCOM COUNTY COURTHOUSE & FOREST STREET ANNEX**

Date \_\_\_\_\_

To: Whatcom County Executive and Council

This certifies that the Undersigned has examined the area to be remodeled and the conditions of work. The Undersigned has carefully read and thoroughly understands the contract documents entitled "Remove and replace flooring at the Whatcom County Courthouse & Forest Street Annex" including the "Bid Procedures and Conditions", "Specifications and Conditions", and "Contract Forms" sections governing the work embraced in this project, and the method by which payment will be made for said work. The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said contract documents.

The undersigned acknowledges that payment will be based on the actual work performed, as measured or provided for in accordance with the said contract documents, and that no additional compensation will be allowed for any taxes not otherwise included.

Company Name of Bidder \_\_\_\_\_

Base Bid	\$	_____
Sales Tax @ 8.7%	\$	_____
TOTAL	\$	_____

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Written Total Amount

**NOTE: There are no Alternates for this Project**

**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

**Bid proposal (Continued)**

**Supplementary Information**

The Undersigned Bidder hereby acknowledges that the information furnished under this section will be considered in conjunction with the "Bid" price above, in the evaluation of bids for contract award.

**Categories and Rates of Labor**

The Undersigned Bidder certifies that all work to be performed under this Contract, except that work which will be performed by a subcontractor when approved in advance by the County, will be performed by a subcontractor when approved in advance by the County, will be performed by the following classifications of labor for the rates as shown. The Undersigned agrees to accept as payment for said work the schedule of labor classifications and rates as set forth below.

Classification	Rate

**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

**Bid Proposal (continued)**

**Qualifications**

List at least three projects completed within the last 10 years, or under way on this date, that are similar to the work to be performed under this contract. Contractors must document adequate experience with and knowledge of the proper treatment and restoration of historic structures and their materials.

<b>Month/Year Contract Started</b>	<b>Contract Amount</b>	<b>Type of Work</b>	<b>Firm Name and Address</b>	<b>Contact Person and Phone Number</b>
	\$			
	\$			
	\$			
	\$			
	\$			

(Attach Additional Sheets as Necessary)

**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

**Bid Proposal (continued)**

SUBCONTRACTOR LIST

*Prepared in Compliance with RCW 39.30.060 as amended.*

To be submitted with the Bid Proposal: Remove and Replace Flooring at the Whatcom County Courthouse & Forest Street Annex

Failure to list subcontractors who are proposed to perform work of heating, ventilation and air conditioning, plumbing as described in Chapter 18.106 RCW, and electrical work as described in Chapter 19.28 RCW, will result in your bid being non-responsive and therefore void.

**Subcontractor(s) that are proposed to perform work of heating, ventilation and air conditioning, plumbing as described in Chapter 18.106 RCW, and electrical work as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.**

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

Subcontractor Name \_\_\_\_\_  
\_\_\_\_\_

Work to be Performed \_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
\_\_\_\_\_

Work to be Performed \_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
\_\_\_\_\_

Work to be Performed \_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
\_\_\_\_\_

Work to be Performed \_\_\_\_\_  
\_\_\_\_\_

## Bid Proposal (continued)

\_\_\_\_\_, the Undersigned, an authorized representative of \_\_\_\_\_, being first duly sworn on oath do hereby certify that said person(s) firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further acknowledge that by signing the proposal signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this non-collusion affidavit.

Signature \_\_\_\_\_

Date \_\_\_\_\_

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me personally appeared \_\_\_\_\_ to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

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Printed Name \_\_\_\_\_

NOTARY PUBLIC, in and for the  
State of Washington, residing at:

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My commission Expires\_\_\_\_\_



**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

**Bid Proposal (continued)**

**BIDDER IDENTIFICATION**

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contractor's Number: \_\_\_\_\_

The Firm submitting this proposal is a:

\_\_\_\_\_ Sole Proprietorship  
\_\_\_\_\_ Partner Ship  
\_\_\_\_\_ Corporation

The names and titles of the principal officers of the corporation submitting this proposal, of the partnership, or of all persons interested in this proposal as principals are as follows:

_____	_____
_____	_____
_____	_____

NOTE: Signators of this proposal must be identified above. Failure to identify the Signators will be cause for considering the proposal irregular and for subsequent rejection of the bid.

**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

**Bid Proposal (continued)**

**BID PROPOSAL SIGNATURE AND ADDENDUM ACKNOWLEDGEMENT**

The undersigned hereby agrees to reimburse its labor not less than the prevailing rates of wages or less than the hourly minimum rate of wages set forth in Part II, Specifications, and Conditions, for this project.

A proposal guarantee in the amount of five (5%) of the total bid, based upon the approximate estimate of quantities at the above process and in the form as indicated below, is attached hereto:

- ( ) CASHIER'S CHECK \_\_\_\_\_ dollars
- ( ) CERTIFIED CHECK (\_\_\_\_\_) payable to Whatcom County
- ( ) PROPOSAL BOND payable to Whatcom County in the amount of 5% of the Bid

Receipt is hereby acknowledge by addendums(s) No.(s) \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_

**SIGNATURE OF AUTHORIZED OFFICIAL(S)**

*(Proposal Must Be Signed)* \_\_\_\_\_

(Seal)

Firm Name: \_\_\_\_\_

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me personally appeared \_\_\_\_\_ to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

\_\_\_\_\_  
Printed Name

NOTARY PUBLIC, in and for the  
State of Washington, residing at:

\_\_\_\_\_  
My commission Expires \_\_\_\_\_

**NOTE:** This proposal for is not transferable and any alteration of the firm's name entered hereon without prior permission from the Facilities Manager will be cause for considering the proposal irregular and for subsequent rejection of the bid.

**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

**Bid Proposal (continued)**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
of \_\_\_\_\_, as principal, and the \_\_\_\_\_  
a corporation duly organized under the laws of the State of \_\_\_\_\_ and having its  
principal place of business at \_\_\_\_\_, in the State of Washington, as Surety, are  
held and firmly bound unto the County of Whatcom, a Municipal Corporation and Charter County in the State  
of Washington, in the full and penal sum of (5) percent of the total amount of the bid proposal of said principal  
for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs,  
executors, administrators and assigns, and successors and assigns, jointly and severally, firmly by these  
presents.

The condition of this bond is such that, whereas, the principal herein is herewith submitting his or its bid  
proposal for "Remove and Replace Flooring at the Whatcom County Courthouse & Forest Street Annex" said  
bid proposal, by reference thereto, being made part hereof.

NOW, therefore, if the said bid proposal submitted by the said PRINCIPAL be accepted, and the contract be  
awarded to said PRINCIPAL, and if said PRINCIPAL shall duly make and enter into and execute said contract and  
shall furnish the performance bond as required by the bidding and contracts documents within a period of  
twenty (20) days from and after said award, exclusive of the day of such award, then its obligation to pay the  
above-mentioned penal sum as liquidated damages shall be null and void, otherwise it shall remain and be in  
full force and effect.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
*Principal*

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
*Surety*

By: \_\_\_\_\_

*Attorney-In-Fact*

The Attorney-in-fact who executes this bond in behalf of the surety company, must attach a copy of his  
power-of-attorney as evidence of his authority.

**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

a corporation duly authorized to do a general Surety business in the State of Washington, as Surety, are jointly and severally held and bound unto the County of Whatcom, OBLIGEE herein, in the sum of \_\_\_\_\_ DOLLARS, the lawful money of the United States, for the payment of which we bind our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has executed and entered into a certain Contract, with the OBLIGEE, dated \_\_\_\_\_ in the Contract described, which Contract is hereto annexed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the PRINCIPAL shall well and truly perform and fulfill all and every obligation of the covenants, and conditions, stipulations, and agreements in the Contract mentioned to be performed and fulfilled; and shall promptly make payment to all persons supplying him with labor, equipment and materials in the prosecution of the work provided for in the Contract; and shall keep the OBLIGEE harmless and indemnified from and against all and every claim, demand, judgement, lien, cost and fee of every description incurred in suits or otherwise against the OBLIGEE, growing out of or incurred in, the prosecution of the work according to the terms of the Contract; and shall repay to the OBLIGEE all sums of money which the OBLIGEE may pay to other persons on account of work and labor done or materials furnished on or for the Contract; and if the PRINCIPAL shall pay to the OBLIGEE all damages or forfeitures which may be sustained by reason of the nonperformance or malperformance of the part of the PRINCIPAL of any of the covenants, conditions, stipulation, and agreements of this Contract, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

It is, however, mutually understood between the parties hereto, that in no event shall SURETY be liable for a greater sum than the penalty of this bond.

IN THE WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original.

This \_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESS AS TO PRINCIPAL

\_\_\_\_\_  
*Principal* (Seal)

By \_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

The Attorney-in-Fact (Resident Agent) who executes this bond in behalf of the Surety must attach a copy of his power-of-attorney as evidence of his authority.

**SAMPLE CONTRACT DOCUMENTS**

**Bid 17-46**

**REMOVE AND REPLACE FLOORING AT THE  
WHATCOM COUNTY COURTHOUSE  
& FOREST STREET ANNEX**

**CONTRACT FOR SERVICES AGREEMENT  
REMOVE AND REPLACE FLOORING AT THE  
WHATCOM COUNTY COURTHOUSE & FOREST STREET ANNEX**

General Conditions, pp,  
Exhibit A (Scope of Work),  
Exhibit B (Compensation),

Page 19 of 59 – Whatcom Co Bid #17-46

**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

**WHATCOM COUNTY:**

**Approved as to form:**

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Date

**Approved:**

Accepted for Whatcom County:

By: \_\_\_\_\_  
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )

) ss.

COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

NOTARY PUBLIC in and for the State of Washington, residing at

\_\_\_\_\_. My commission expires \_\_\_\_\_.

**CONTRACTOR INFORMATION:**

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone \_\_\_\_\_

Contact Fax \_\_\_\_\_

Contact Email \_\_\_\_\_

**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

**GENERAL CONDITIONS**

***Series 00-09: Provisions Related to Scope and Nature of Services***

**0.1 Scope of Services:**

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified in the Bid Documents, during the agreement period. The County will furnish no material, labor, or facilities, unless otherwise provided for in the Agreement.

***Series 10-19: Provisions Related to Term and Termination***

**10.1 Term:**

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing prior to the commencement or continuation of work. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

**10.2 Extension:**

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than three years.

**11.1 Termination for Default:**

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

**11.2 Termination for Reduction in Funding:** In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

**11.3 Termination for Public Convenience:**

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.



## Whatcom County

### Bid #17-46

## Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex

### Series 20-29: Provisions Related to Consideration and Payments

#### 20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

#### 21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

#### 22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

#### 23.1 Labor Standards:

The Contractor agrees to comply with state and federal requirements, as applicable, pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

***Series 30-39: Provisions Related to Administration of Agreement***

**30.1 Independent Contractor:**

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service on a Schedule C, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify, and hold harmless the County, its officers, agents, or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

**30.2 Assignment and Subcontracting:**

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the County.

**30.3 No Guarantee of Employment:**

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

**32.1 Confidentiality:**

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents, or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

**33.1 Right to Review:**

This contract is subject to review by any Federal, State, or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

**Whatcom County**

**Bid #17-46**

**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

**34.1 Proof of Insurance:**

The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:

Property Damage per occurrence - \$500,000.00

General Liability & Property Damage for bodily injury- \$1,000,000.00

A certificate of such insurance, that also identifies the County as an additional insured is required. Contractor must submit certificate of insurance as described above to the County prior to the commencement of any work on this project.

A Certificate of Insurance must identify Whatcom County, employees, officers, agents, officials as additional insureds. Contractor's subcontractors must provide a Certificate of Insurance and endorsements naming Whatcom County, employees, officers, agents, officials as additional insureds. The Contractor's Insurance shall be considered primary and shall waive all rights of subrogation. The County insurance shall be noncontributory. The Insurance policy shall provide coverage on an occurrence basis. The County must be notified immediately of any cancellation of the policy or change in insurer carrier.

**34.2 Industrial Insurance Waiver:**

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

**34.3 Defense & Indemnity Agreement:**

- A. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and its departments, elected and appointed officials, employees, agents and volunteers, from all liability, against any and all claims, damages, losses and expenses, whether direct, indirect or consequential (including, but not limited to, attorneys' and consultants' fees, court costs, and other expenses of litigation or alternative dispute resolution or arbitration costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property arising out of the performance of this Contract, which is caused, or alleged to be caused, in whole or part, by any negligent act or omission of the Contractor (which for the purposes of subparagraphs A and B of this paragraph only shall include the Contractor and all of its Subcontractors, Sub-subcontractors, suppliers, agents, any other person directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable); provide, however, that where such liability claim, damage, loss or expense arises from the concurrent negligence of (1) the County and its departments, elected and appointed officials, employees, agents and volunteers and (2) the Contractor, it is expressly agreed that the Contractor's obligations of indemnity under this paragraph shall be effective only to the extent of the Contractor's negligence. Such obligations shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require the Contractor to defend, indemnify, or hold harmless the County from such claims, damages, losses, or expenses caused by or resulting from the sole negligence of the County. PROVIDED: Nothing in this paragraph shall be deemed to relieve the Contractor from providing insurance under other paragraphs of this contract that may indemnify and defend the County and its agents from their own negligence.
- B. In any and all claims against the County or its agents by any employee of the Contractor, the indemnification obligation of subparagraph A above shall not be limited in any way by any limitation on the amount or type of damages, compensation benefits payable by or for the Contractor under workers' or workmen's compensation, benefit, or disability laws (including, but not limited to the Industrial Insurance laws, Title 51 of the Revised Code of Washington). The Contractor expressly waives any immunity the Contractor might have had under such laws, and, by agreeing to enter this Contract, acknowledges that foregoing waiver has been mutually negotiated by the parties.
- C. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this paragraph, whether or not suit was instituted.

**Whatcom County**

**Bid #17-46**

**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

- D. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.
- E. The Contractor agrees all Contractor indemnity obligations shall survive the completion, expiration, or termination of this Agreement.

**34.4 Performance Bond:**

The Contractor agrees to comply with State and Federal requirements, as applicable, pertaining to bond requirements, in accordance with RCW 39.08.010, Bond required – conditions – retention of contract amount in lieu of bond.

**35.1 Non-Discrimination in Employment:**

The County's policy is to provide equal opportunity in all terms, conditions, and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color religion, sex, sexual orientation, or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

**36.2 Conflict of Interest:**

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

**37.1 Administration of Contract:**

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county, or municipal standards for licensing, certification, and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

**Michael Russell, Facilities Manager**  
**Whatcom County AS-Facilities Management**  
**316 Lottie Street**  
**Bellingham WA 98225**

**37.2 Notice:**

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

***Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes***

**40.1 Modifications:**

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing, and signed by both of the parties.

**40.2 Contractor Commitments, Warranties, and Representations:**

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

**41.1 Severability:**

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are declared severable.

**41.2 Waiver:**

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

## Whatcom County

### Bid #17-46

## Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex

#### 42.1 Disputes:

##### a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

##### b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

##### c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

##### d. Arbitration:

Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, but shall not have the power to award punitive damages. Each party shall pay its own costs of arbitration including attorneys' fees. The arbitrator's fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

#### 43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

#### 44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

#### 45.1 Public Records Act:

## **Whatcom County**

### **Bid #17-46**

#### **Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

46.1 **Entire Agreement:**

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

**RETAINAGE INVESTMENT OPTION**

CONTRACTOR \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

PROJECT NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

Pursuant to RCW 60.28.010, as amended, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the County will hold your retainage as described in "Current Expense", Option #1 below:

- \_\_\_\_\_ 1.) **Current Expense:** The County will retain the money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- \_\_\_\_\_ 2.) **Interest Bearing Account:** The County will deposit retainage in an interest bearing account in a bank, mutual saving bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed, or until agreed to by both parties. Interest on the account will be paid to you.
- \_\_\_\_\_ 3.) **Escrow/Investments:** The County will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the moneys reserved are to be placed in escrow, the County will issue a check representing the sum of the moneys reserved payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues.
- \_\_\_\_\_ 4.) **Retainage Bond:** The bidder shall post a retainage bond equal to 5% of the total bid price of this. If this option is chosen, the Bidder shall complete the Retainage form supplied in this document.

Retainage is normally released after final acceptance of the work by the County or following receipt of Washington State Department of Labor & Industries/Revenue/Employment Security, which ever takes longer.



**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

Escrow No. \_\_\_\_\_

**ESCROW AGREEMENT**

To: \_\_\_\_\_ Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned, \_\_\_\_\_ hereinafter referred to as the Contractor, has directed Whatcom County hereinafter referred to as the Agency, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

**INSTRUCTIONS**

1. The Agency shall deliver to you from time to time, checks or warrants payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such check or warrant so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term, of this escrow. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respects to the same shall be only those duties and responsibilities which a depository bank would have, pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such check or warrant shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities as chosen by the Contractor and approved by you and the Agency. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. Attached is a list of such bonds or other securities approved by the Agency. No further approval is necessary if any securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the Agency. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money, if you are required to do so by the Agency as provided in paragraph 4 of this Escrow Agreement.

The investments selected by the Contractor, approved by the Agency and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or nay monies derived from the sale of such securities, or the negotiation of the Agency's warrants or checks except in accordance with written instructions form the Agency. The Agency shall inform you and keep you informed in writing of the name of the person or person with authority to give you such written instructions. Compliance with such instructions shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow Agreement is \_\_\_\_\_. Upon request by you, the Agency shall advise you in writing of any changes in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

Escrow Agreement (continued)

4. In the event the Agency orders you to do so in writing, and notwithstanding any other provisions of this agreement, you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money, together with any other monies including accrued interest on such securities held by you hereunder, to the Agency.
5. The Contractor agrees to pay you as compensation for your services hereunder as follows:  
Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the Agency directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any unanticipated amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interests of this escrow of any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.
6. Should you at any time and for any reason desire to be relieved of your obligations as escrow holder hereunder, you shall give written notice to the Agency and Contractor. The Agency and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the Agency and upon so doing, it absolves you from all further charges and obligations in connection with this escrow.
7. This agreement shall not be binding until executed by the Contractor and the Agency and accepted by you.
8. This instrument contains the entire agreement between you, the Contractor and the Agency with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter, nor be bound by nor require to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs to the parties hereto.

**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

Escrow Agreement (continued)

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow and do hereby execute this agreement the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

_____ <i>Contractor</i>	_____ <i>Whatcom County Agency</i>
By _____, Director <i>Signature &amp; Title</i>	_____ <i>Signature &amp; Title</i>
_____ <i>Address</i>	
_____	

The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

*Bank or Trust Company*

By \_\_\_\_\_

## **SCOPE OF WORK**

**Bid 17-46**

### **REMOVE AND REPLACE FLOORING AT THE WHATCOM COUNTY COURTHOUSE & FOREST STREET ANNEX**

## Whatcom County

### Bid #17-46

## Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex

### Background

The area of work is in the second (2<sup>nd</sup>), fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) floors of the Courthouse. The area of work also includes the entire second (2<sup>nd</sup>) floor of Forest St. Annex. Specifications are listed below for the installation of the County standard carpet tiles used throughout the Courthouse and Forest St. There may be equipment which the contractor will be working around and under. The County will supply the carpeting product only. The base, skim materials, base adhesive, linoleum, and any other materials needed for install will be the responsibility of the contractor. The contractor must verify quantities and supplement if necessary. The specifications below are intended to meet a level of quality which is represented. The County will not consider alternates.

- A mandatory walk through on the project will be required. Contractors are required to visit the site for accurate square footage requirements. Arrangements can be made through Whatcom County Facilities Management (WCFM) at (360) 778-5360.
- All contractors and sub-contractors will be required to pass a background check. This will include each employee working on the job having a current CJIS certificate at the cost of the employer. Fingerprints and CJIS testing will be done through the Sheriff's office.
- Contractor will provide all labor and materials to remove old flooring and prepare for new flooring. Contractor will provide linoleum flooring for designated area and cove base for entire flooring project. Whatcom County will provide carpet tile only.
- The Contractor must verify quantities.
- Contractor is responsible for the removal and replacement of all furniture and equipment in the condition and position which it was found. The contractor is responsible for all other items such as boxes, files, office material, etc. to be both removed and replaced properly.
- All debris must be legally disposed of and documentation must be provided to the county before final payment.
- Verify all areas of work and complete independent take offs for actual square foot numbers. The attached drawings are not as-built and are not to scale.
- Work closely and collaboratively with WCFM as directed in pre-project meeting and weekly meetings as requested by WCFM.
- All work will be done outside of normal Courthouse operational hours. Weekday work hours will be 5pm to 7am. Saturday, Sunday and Holidays hours may vary.
- Work cannot begin until all permits and necessary paperwork are submitted to the Jurisdictions having Authority by the Contractor and copied to WCFM.
- Contractor is responsible for verifying and completing any modifications and protection to existing structure (walls) and/or equipment.
- The Contractor must be certified by Collins & Aikman and Armstrong Flooring. The Contractor must also meet all the necessary current installment requirements. The certified person(s) must be on the job site at all stages of preparation and installation of flooring.
- Contractor must provide Whatcom County Facilities with all applicable MSDS (Material Safety Data Sheets) used to complete this project including record of disposal of demolished flooring material. All MSDS sheets must be on site at the Facilities office prior commencement of work.
- Contractor must **remove and secure all** tools and material from the work site at the end of every work day/night. The spaces must be returned to original working condition by the start of each work morning.

**Whatcom County**

**Bid #17-46**

**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

- The Contractor must keep all areas clean and protected.
- Contractor will follow all O.S.H.A./W.S.H.A regulations for the safety of employees and County staff.
- The Contractor must be fully and currently licensed, bonded, and insured to perform the work.
- All work must meet all applicable codes.
- The Contractor will maintain a clean jobsite environment and keep the area surrounding the site clean from all personal equipment and garbage.
- The Contractor will be responsible for obtaining all permits and inspections which may be necessary to complete the project.
- Any/all violations or potential violations of applicable codes must be reported to the Owner's Representative to determine proper corrective measures.
- The Contractor will be responsible for ordering, receiving, storing, and delivering to job site all goods needed for the project. If needed, coordinate placement of a job storage container with the Owner's Representative. Carpet tile provided will be picked up at the County's Division St. warehouse and transported to the job site by the contractor.
- Provide complete installation. The intent of the drawings and specifications is to include all items necessary for the proper execution and completion of the Work; however, any item or detail not specifically mentioned in the specifications or shown on the drawings, but which is necessary to produce the intended results shall be required of the contractor.
- The Contractor must protect all property, buildings & grounds, work, stored materials and construction equipment in their care from damage, vandalism, and theft.
- Upon completion of the project and prior to final payment, the Contractor must provide "as-built" drawings and all warranties including contact information start and end dates to the Owner's Representative.

**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

**Base Bid**

**GENERAL**

**SUMMARY**

Remove, tear-off, and legally dispose of the existing carpeting on the assigned areas on basement, 2<sup>nd</sup>, 4<sup>th</sup> and 5<sup>th</sup> floors of the Courthouse and the entire 2<sup>nd</sup> floor of Forest St. Annex. Reinstall specified carpet, linoleum, and base as per the requirements of the contract. The specifications below are County Standard, and there are no acceptable alternates. Weld failed seams in the CH basement mail room.

**Section Includes:**

- Tile Carpeting
- Resilient Base and Accessories
- Linoleum Flooring

**Related Documents**

- Drawings and Product Specifications

***PART I***

**TILE CARPETING**

**SUMMARY**

Extent location and details of carpeting are indicated on the drawings and carpet product sheets. Work of this section includes furnishing and installation of carpet, linoleum, adhesives, and accessories.

**SUBMITTALS**

- A. General Product Data:
  - a. Collins & Aikman “KIVA”
  - b. Armstrong Connection Corlon
- B. Shop Drawings: Show the following:
  - a. Existing flooring materials to be removed
  - b. Existing flooring materials to remain
  - c. Carpet tile type, color, and dye lot
  - d. Linoleum type and color
  - e. Patter of installation
- C. Samples: For each color and texture required.
  - a. Carpet Tile: Full-size Sample
  - b. Linoleum: Manufacture Sample
- D. LEED Submittal:
  - a. Product Data for Credit EQ 4.3:
    - i. For carpet tile, documentation indicating compliance with testing and product requirements of Carpet and Rug Institute’s “Green Label Plus” program.
    - ii. For installation adhesive, including printed statement of VOC content.
- E. Submit MSDS (Manufacture’s Safety Data Sheets) for all chemicals or hazardous materials. All chemicals and hazardous materials to meet NIOSH Permissible Exposure Levels (P.E.L.) and OSHA Time Weighted Average (T.W.A.) Requirements.

## **Whatcom County**

### **Bid #17-46**

## **Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

### **QUALITY ASSURANCE**

- A. **Installer Qualifications:** An experienced installer who is certified by the manufacturer and authorized to install the product. Firm must specialize in carpet and linoleum installation with not less than 5 years of experience in installation of carpeting and linoleum similar to that required for this project. Installer must provide documentation proofing this capability.
- B. **Single Source Responsibility:** Provide material produced by a single manufacturer for each type of product.
- C. **Carpet Surface Burning Characteristics:** Provide carpet identical to that tested for the following fire performance characteristics, per test method indicated below, by UL or other testing and inspecting organizations acceptable to authorities having jurisdiction. Identify carpet with appropriate markings applicable testing and inspecting organizations.

### **DELIVERY, STORAGE AND HANDLING**

- A. Deliver materials to project site in original factory wrapping and containers, labeled with identification of manufacturer, brand name, and lot number.
- B. Store materials in original undamaged packages and containers, inside well-ventilated area protected from weather, moisture, soilage, extreme temperatures, and humidity. Lay flat, block off ground. Maintain minimum temperature of 68 deg F (20 deg C) at least three days prior to and during installation in area where materials are stored.

### **PROJECT CONDITIONS**

- A. **Environmental Limitations:** Do not install carpet tiles until wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- B. Do not install carpet tiles over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet tile manufacturer.
- C. Where demountable partitions or other items are indicated for installation on top of carpet tiles, install carpet tiles before installing these items.

### **WARRANTY**

- A. **Special Warranty for Carpet Tiles:** Manufacturer's standard form in which manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period. Failures include, but are not limited to, more than 20 percent loss of face fiber, edge raveling, snags, runs, loss of tuft bind strength, dimensional stability, excess static discharge, and delaminating.
  - a. Warrant Period: 3 years from date of Substantial Completion

### **EXTRA MATERIALS**

- A. **Whatcom County** will furnish carpet materials described below, before installation begins and that are packaged with protective covering for storage and identified with labels describing contents.
- B. **Contractor** will provide linoleum material and cove base described below before installation begins that is packaged in protective covering for storage and identified with labels describing contents.
  - a. **Carpet Tile:** Full-size units equal to 10% of amount installed for each type indicated, but not less than one full box.



**Whatcom County**

**Bid #17-46**

**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

**SEQUENCE AND SCHEDULING**

- A. Each area will need to be sequenced and scheduled to remove existing furniture and equipment and install new carpet and base and reinstall existing furniture and equipment.

**PRODUCTS**

**MANUFACTURERS**

- A. Collins & Aikman
- B. Armstrong Flooring

**MATERIAL SPECIFICATIONS**

- A. See following sheets for product data attached.

**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**



**KIVA #5188**  
**Product Specification Sheet**

Face Construction	IMPERIAL	METRIC	TEST METHOD
CONSTRUCTION	Accuweave® Patterned Loop		
Gauge	1/12	47.2 rows/10 cm	
Stitches per Inch	7.5	29.5 pu/10 cm	ASTM D-418, Sec. 12
Tuft Density	90 tufts/sq in	14.0 tufts/sq cm	
Pile Height Average	0.187 inch	4.7 mm	ASTM D-418, Sec. 12
Pile Thickness	0.119 inch	3.0 mm	ASTM D-418, Sec. 10
Density Factor	6,050 oz/cu yd	391.8 kg/cu m	UM44D
Fiber System	Antron Lumena® Nylon		
Dye Method	Solution Dyed		
Soil/Stain Protection	Ensure	(Kilotex: 11.8)	

**Color Line**

27001 Zuni	27009 Cortez	27017 Pintado
27002 Bolo	27011 Acoma	27018 Sipapu
27003 Native	27012 Churro	27019 Navaho
27006 Apache	27013 Kachina	27020 Hopi
27007 Anasazi	27015 Montezuma	27012 Bonito
27008 Mesa	27016 Salado	27022 Mancos

**Product Testing/Information**

Surface Flammability	Passes CPSC FF 1-70	(ASTM D-2859)
Flooring Radiant Panel	Class 1 (mean average CRF: 0.45 w/sq cm or higher)	(ASTM E-648)
Electrostatic Propensity	3.0 kV or lower Permanent Conductive Fiber	(AATCC 134)
Colorfastness to Light	≥ 4 after 100 hours	(AATCC 16E)
Fluorine	Minimum 500 ppm After two AATCC 171: Minimum 400 ppm	(CRI TM-102) (CRI TM-102)
Primary Tufting Substrate	Synthetic Non-Woven	
RS Adhesive System	Microencapsulated Tackifier applied during manufacturing	

**Product Notes**

- C&A products meet the flammability requirements for the following nationally recognized building codes: BOCA National Building Code, NFPA Life Safety Code for Safety to Life in Buildings and Structures, Standard Building Code, and the Uniform Fire Code.
- Product specifications reflect mean averages based on tests of production runs by independent laboratories and may vary within normal industry and standardized testing tolerances. Colors may vary slightly from dye lot to dye lot.
- Backing or other materials may be changed without prior notice when shortages occur or when technological advancements become available which provide for improvements of the product's performance, but will not decrease product's overall recycled content or the recyclability of the product.
- C&A has a carpet collection/recovery system and a currently operational, commercial scale, recycling process to recycle vinyl backed carpet. Carpet recycled in the process is used to produce recycled content carpet. C&A Floorcoverings' products, when recovered are 100% recyclable in this process.
- Recycled Content has been third part certified by Scientific Certification Systems. Exact percentages vary by style. Percentage ranges of overall recycled content include post consumer content.  
ethos™ Products: 30 - 52%; Min. 30% post consumer.  
ER3® C-10 Roll Products: 34 - 51%; 10% post consumer.  
ER3® Modular Tile Products: 30 - 50%; 10% post consumer.
- Products have received the following Environmentally Preferable Product Certifications:  
ethos™ Products: Platinum EPP (NSF-140); California Platinum (California Gold Standard)  
ER3® C-10 Roll Products: Gold EPP (NSF-140); California Gold (California Gold Standard)  
ER3® Modular Tile Products: Platinum EPP (NSF-140); California Platinum (California Gold Standard)
- U.S. Patent numbers: 4,849,297; 4,849,267; 5,728,741; 5,855,981; 5,914,353; 6,406,574
- The use of chair pads under roller caster chairs may be required in order to maintain full limited warranty coverage. Please refer to the applicable limited warranty verbiage for specific requirements. In all cases, chair pads are recommended for optimum textural performance. Absent the use of chair pads, more intensive direct maintenance will be required for areas in contact with chair caster traffic, and some degree of appearance change is to be expected.

For additional information please visit [www.tandus.com/warranties](http://www.tandus.com/warranties), [www.tandus.com/maintenance](http://www.tandus.com/maintenance), or [www.tandus.com/specifications](http://www.tandus.com/specifications)

311 Smith Industrial Boulevard Post Office Box 1447 Dalton, Georgia 30722-1447 800.248.2878 [tandus.com](http://tandus.com)

# Whatcom County

## Bid #17-46

### Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex



#### Backing Specification Sheet

IMPERIAL		METRIC		TEST METHOD	
<b>ER3® RS® Modular Tile / ER3® Modular Tile (SCS Certified, Environmentally Preferable Product) *GLP1366</b>					
Product Size	18" x 18" Tile		45.7 cm x 45.7 cm		
Tru Bloc	High Density Polymeric Barrier System				
Backing	100% Recycled Content				
Density (ASTM D-1667)	65	lbs/cu ft	1041	kg/cu m	
Total Weight RS (Non-RS)	132.5	130.9	oz/sq yd +/- 5%	4492 (4088)	g/sq cm
Total Product Recycled Content	34.7%	Post Consumer : 10%			
EPP Certification	Platinum EPP (NSF-140); California Platinum (California Gold Standard)				
Warranty: 15 year non-prorated limited warranty against excessive surface wear and static, delamination, edge ravel, zippering, and backing resiliency loss.					
<b>ER3® RS® C-10 Cushion Roll Goods / ER3® C-10 Cushion Roll Goods (SCS Certified, Environmentally Preferable Product) *G1.P9744</b>					
Product Size	6 ft.		1.8 m		
Fusion Coat	Sealant Vinyl				
Backing	98% Recycled Content				
Density (ASTM D-1667)	28.5	lbs/cu ft	457	kg/cu m	
Total Weight RS (Non-RS)	108.9	107.3	oz/sq yd +/- 5%	3692 3637	g/sq m
Total Product Recycled Content	37.8%	Post Consumer: 10%			
EPP Certification	Gold EPP (NSF-140); California Gold (California Gold Standard)				
Warranty: 25 year non-prorated limited warranty against excessive surface wear and static, delamination, edge ravel, zippering, and backing resiliency loss.					
<b>ethos® RS® Cushion 100 / ethos® Cushion 100 (SCS Certified, Environmentally Preferable Product) *GLP8320</b>					
Product Size	6 ft.		1.8 m		
Fusion Coat	Thermoplastic Sealant Polymer				
Backing	Min. 76% Post-Consumer Recycled Content				
Density (ASTM D-1667)	Min. 32	lbs/cu ft	513	kg/cu m	
Total Weight RS (Non-RS)	91.0	89.4	oz/sq yd +/- 5%	3086 3032	g/sq m
Total Product Recycled Content	34.9%	Post Consumer Min. 30%			
EPP Certification	Platinum EPP (NSF-140); California Platinum (California Gold Standard)				
Warranty: 25 year non-prorated limited warranty against excessive surface wear and static, delamination, edge ravel, zippering, and backing resiliency loss.					
<b>Powerbond RS® Vinyl Cushion / Powerbond® Vinyl Cushion *GLP6558</b>					
Product Size	6 ft.		1.8 m		
Fusion Coat	Sealant Vinyl				
Backing	Closed-Cell Vinyl Cushion				
Weight	35.5	oz/sq yd	1203	g/sq m	ASTM D-1667
Density	18.5	lbs/cu ft	296	kg/cu m	ASTM D-1667
Thickness	0.156	inch	3.96	mm	ASTM D-1667
Total Weight RS (Non-RS)	83.0	81.4	oz/sq yd +/- 5%	2814 2759	g/sq m
Compression Set	Max. 10%				ASTM D-1667
Compression Deflection	7 min.	25 max.	lbs/sq inch @ 25%	492 (1758)	g/sq cm
Warranty: 25 year non-prorated limited warranty against excessive surface wear and static, delamination, edge ravel, zippering, and backing resiliency loss.					
<b>Powerbond RS® Condensed Vinyl Cushion / Powerbond® Condensed Vinyl Cushion *GLP6558</b>					
Product Size	6 ft.		1.8 m		
Fusion Coat	Sealant Vinyl				
Backing	Closed-Cell Condensed Vinyl Cushion				
Weight	25.6	oz/sq yd	868	g/sq m	ASTM D-1667
Density	33	lbs/cu ft	529	kg/cu m	ASTM D-1667
Thickness	0.065	inch	1.65	mm	ASTM D-1667
Total Weight RS (Non-RS)	73.4	71.8	oz/sq yd +/- 5%	2488 (2404)	g/sq m
Compression Set	Max. 10%				ASTM D-1667
Compression Deflection Min.	29	lbs/sq inch @ 25%	2039	g/sq cm	ASTM D-1667
Warranty: 25 year non-prorated limited warranty against excessive surface wear and static, delamination, edge ravel, zippering, and backing resiliency loss.					
<b>RS® Cushion Tile / Cushion Tile *GLP6558</b>					
Product Size	18" x 18" Tile		45.7 cm x 45.7 cm		
Tru Bloc	High Density Polymeric Barrier System				
Backing	Fiberglass Reinforced Composite Closed Cell Vinyl Cushion				
Weight	35.5	oz/sq yd	1203	g/sq m	ASTM D-1667
Density	14	lbs/cu ft	224	kg/cu m	ASTM D-1667
Thickness	0.266	inch	6.76	mm	ASTM D-1667
Total Weight RS (Non-RS)	121.6	120	oz/sq yd +/- 5%	4122 (4088)	g/sq m
Compression Set	Max. 10%				ASTM D-1667
Compression Deflection	5 min.	25 max.	lbs/sq inch @ 25%	352 (1758)	g/sq cm
Warranty: 15 year non-prorated limited warranty against excessive surface wear and static, delamination, edge ravel, zippering, and backing resiliency loss.					

C & A Floorcoverings, A Tandus™ Company

311 Smith Industrial Boulevard Post Office Box 1447 Dalton, Georgia 30722-1447 800.248.2878 tandus.com

\*GLP = CRI Green Label Plus Certification Number

Effective 12/06

# Whatcom County

## Bid #17-46

### Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex

#### Connection CORLON®

Inlaid Sheet



The random, high-contrast accent colors of Connection Corlon create a terrazzo-like appearance while the fiberglass backing allows for easier installation and handling. The UV-cured coating provides low-maintenance options.

PRODUCT INFORMATION				
Construction		Inlaid		
Product Line		Connection Corlon		
International Product Specifications		ASTM F 1303 Type II, Grade 1, Class A Backing		
Overall Thickness		0.080 in. (2.0 mm)		
Wear Layer Thickness		0.050 in. (1.27 mm)		
Finish		UV-cured Polyurethane		
Installation		Full Spread Adhesives – S-599 Premium, S-543 High-Moisture, S-240 Epoxy		
Seaming Options		Heat Weld or S-761 Seam Adhesive		
Maintenance Options		Polish No Polish – Spray/Dry/No Buff		
PACKAGING				
Roll Length		Up to 82 ft. (25 m)		
Width		6 ft. (1.83 m)		
Shipping Weight		6.0 lbs./sq. yd. (3.3 kg/m²)		
PERFORMANCE		TEST METHOD	MINIMUM REQUIREMENT	PERFORMANCE VS. REQUIREMENT
ASTM F 1303	Thickness	ASTM F 386	≥ 0.040 in.	Exceeds
	Wearlayer Thickness	ASTM F 410	min. 0.050 in.	Meets
	Residual Indentation	ASTM F 1914	≤ 0.007 in.	Exceeds
	Static Load Resistance (175 psi)	ASTM F 970	≤ 0.005 in.	Exceeds
	Flexibility	ASTM F 137	1 1/2 in.	Exceeds
	Chemical Resistance	ASTM F 925	No more than slight change in surface dulling, attack or staining	Meets or Exceeds
	Resistance to Heat	ASTM F 1514	ΔE ≤ 8	Exceeds
	Resistance to Light	ASTM F 1515	ΔE ≤ 8	Exceeds
Supplementary	Fire Test Data – Flame Spread	ASTM E 648	0.45 W/cm² or more, Class I	Meets
	Fire Test Data – Smoke Evolution	ASTM E 662	450 or less	Meets
	Static Load Limit – Subjective Visual	Armstrong Internal	No visually apparent indentation	750 psi
	Certified Low Emitting Product	LEED® EQ4.3	Meets Guidelines	Meets
	Certified Low Emitting Adhesive	LEED EQ4.1	Meets Guidelines	Meets
	Plant Certification	ISO 14001	Meets Certification Guidelines	Certified
	Indoor Air Quality	FloorScore™	Meets Certification Guidelines	Certified
	Indoor Air Quality	CHPS 01350	Meets Certification Guidelines	Certified
WARRANTY				
5-Year Commercial Warranty when installed in accordance with Armstrong's Guaranteed Installation Systems manual, F-5061.				
LINKS				
Installation Instructions – <a href="http://www.armstrong.com/pdbupimages/194603.pdf">www.armstrong.com/pdbupimages/194603.pdf</a>				
Maintenance Information – <a href="http://www.armstrong.com/pdbupimages/197961.pdf">www.armstrong.com/pdbupimages/197961.pdf</a>				
View the full line – <a href="http://www.armstrong.com/commflooringna/products/sheet/connection-corlon/_/N-67sZ1z14ty8">www.armstrong.com/commflooringna/products/sheet/connection-corlon/_/N-67sZ1z14ty8</a>				
Email Techline – <a href="http://www.armstrong.com/commflooringna/contact_techline.jsp">www.armstrong.com/commflooringna/contact_techline.jsp</a>				

## Whatcom County

### Bid #17-46

## Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex

### ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.
- B. Adhesives: “Green label” approved or “environmentally safe” adhesive. MSDS Sheet required on all adhesives and seam sealers. Submit prior to installation, per submittals. Use only manufacturers recommended adhesive for use over specified skim coat, which is applied over existing ACM mastic of previous carpet installation. Water-resistant, mildew-resistant, non-staining, pressure-sensitive type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet tile and is recommended by carpet tile manufacturer for releasable installation.

### EXECUTION

### INSTALLATION

- A. General: Comply with CRI 104, Section 14, “Carpet Modules,” and with carpet tile manufacturer’s written installation instructions.
- B. Carpet Installation Method: **As recommended in writing by carpet tile manufacturer.**
- C. Linoleum Method: **As recommended in writing by linoleum manufacturer.**
- D. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- E. Install pattern parallel to walls and borders.
- F. Extend linoleum into toe spaces, cabinets, and all other designated areas.

### ***PART II***

### **GENERAL**

### RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section.

### SUMMARY

- A. Section Includes:
  - a. Resilient base.
  - b. Resilient molding accessories.

### SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of product indicated
- C. Samples for Verification: Fore each type of product indicated, in manufacturer’s standard-size samples but not less than 12 inches (300mm) long, of each resilient product color, texture, and pattern required.
- D. Product Schedule: For resilient products. Johnsonite Resilient Rubber.

## **Whatcom County**

### **Bid #17-46**

## **Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

### **QUALITY ASSURANCE**

- A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
  - a. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.
- B. Mockups: Provide resilient products with mockups specified in other Sections

### **DELIVERY, STORAGE AND HANDLING**

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).

### **PROJECT CONDITIONS**

- A. Ambient temperature range for installation varies among manufacturers. Consult manufacturers for recommendations and revise first paragraph below to suit Project.
- B. Maintain ambient temperatures within range recommended by manufacturer, but not less than 65 deg F or more than 90 deg F, in spaces to receive resilient products during the following time periods:
  - a. 48 hours before installation
  - b. During installation
  - c. 48 hours after installation
- C. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 90 deg F (35 deg C).
- D. Install resilient productions after other finishing operations, including painting, have been completed.

### **EXTRA MATERIALS**

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - a. Furnish not less than 10 Linear Feet (3 linear meters) of each type, color pattern, and size of resilient product installed.

## ***PART III - PRODUCTS***

### **RESILIENT BASE**

- A. Resilient Base:
  - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - i. Allstate Rubber Corp.; Stoler Industries
    - ii. Armstrong World Industries, Inc.
    - iii. Burke Mercer Flooring Products; Division of Burke Industries, Inc.
    - iv. Endura Rubber Flooring; division of Burke Industries, Inc.
    - v. Estrie Products International; American Biltrite (Canada) Ltd.
    - vi. Flexco, Inc.
    - vii. Johnsonite.
    - viii. Mondo Rubber International, Inc.
    - ix. Musson, R.C. Rubber Co.
    - x. Nora Rubber Flooring; Freudenberg Building Systems, Inc.
    - xi. PRF USA, Inc.
    - xii. Roppe Corporation, USA
    - xiii. Armstrong Connection Corlon

## Whatcom County

### Bid #17-46

## Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex

- xiv. VPI, LLC; Floor Productions Division
- b. Resilient Base Standards: ASTM F 1861.
  - i. Material Requirement: Type TP, Rubber
  - ii. Manufacturing Method: Group I solid
  - iii. Style: Cove base with toe
- c. Minimum Thickness: 0.125 inch (3.2mm)
- d. Height: 4 inches (102mm)
- e. Lengths: 48 inches (1219 mm) long
- f. Outside Corners: Job formed or performed
- g. Inside Corners: Job formed or performed
- h. Finish: Matte
- i. Colors & Patterns: Black

### RESILIENT MOLDING ACCESSORY

- A. Resilient Molding Accessory:
  - a. Manufacturers: Subject to compliance with requirements
    - i. Burk Mercer Flooring Products; Division of Burke Industries, Inc.
    - ii. Flexco, Inc.
    - iii. Johnsonite
    - iv. R.C.A. Rubber Company (The)
    - v. Roppe Corporation, USA
    - vi. VPI, LLC; Flooring Products Division
- B. Description: **Carpet Bar for tackles installations, Carpet edge for glue-down applications, Nosing for carpet, Transition Strips**
- C. Material: Rubber
- D. Profile and Dimensions:
- E. Colors and Patterns: Black

### INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
  - a. Use adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
    - i. Cove Base Adhesives: Not more than 50 g/L
    - ii. Rubber Floor Adhesives: Not more than 60 g/L
- C. Stair-Tread-Nose Filler: Two-part epoxy compound recommended by resilient tread manufacturer to fill nosing substrates that do not conform to tread contours.
- D. Metal Edge Strips: Extruded aluminum with mill finish of width shown, of height required to protect exposed edges of tiles, and in maximum available lengths to minimize running joints.
- E. Floor Polish: Provide protective liquid floor polish products as recommended by resilient stair tread manufacturer.

**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

***PART IV – EXECUTION***

**EXAMINATION**

- A. Examine substrates, with Installer present for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with Adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

**PREPARATION**

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates for Resilient Stair Treads and Accessories: Prepare according to ASTM F 710.
  - a. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
  - b. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
  - c. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
  - d. Moisture Testing: Perform test recommended by manufacturer. Proceed with installation only after substrates pass testing.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install resilient products until they are same temperature as the space where they are to be installed.
  - a. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- E. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

**RESILIENT BASE INSTALLATION**

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Preformed Corners: Install preformed corners before installing straight pieces.



**Whatcom County**

**Bid #17-46**

**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

**H. Job-Formed Corners:**

- a. Outside Corners: Use straight pieces of maximum lengths possible. Form without producing discoloration (whitening) at bends.
- b. Inside Corners: Use straight pieces of maximum lengths possible.

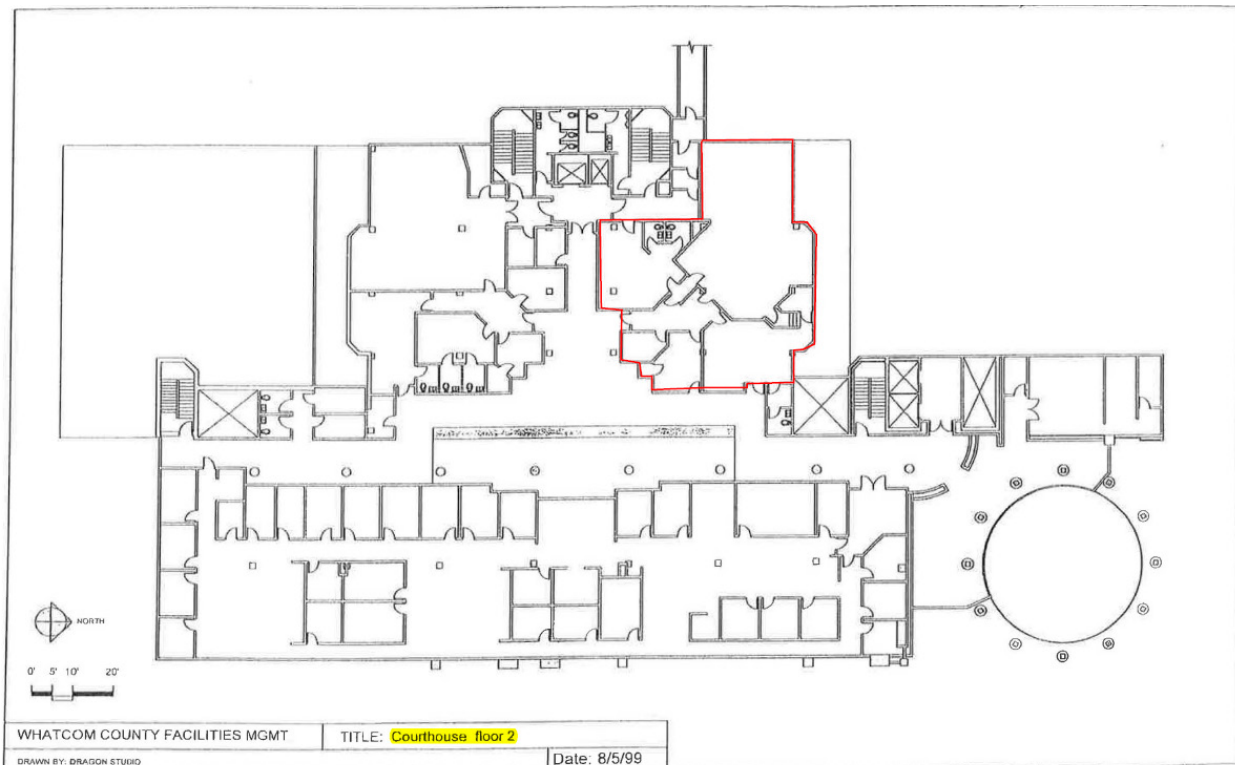
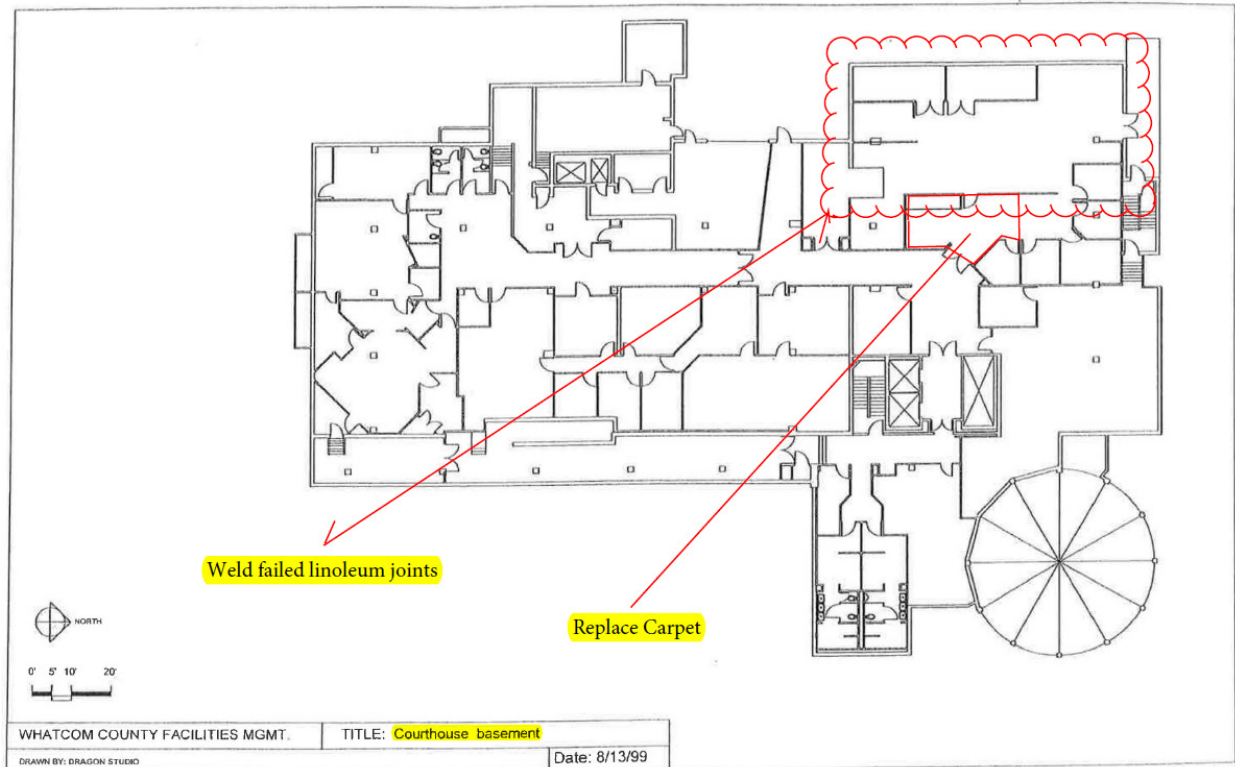
**RESILIENT ACCESSORY INSTALLATION**

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of carpet that would otherwise be exposed.

**CLEANING AND PROTECTION**

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation.
  - a. Remove adhesive and other blemishes from exposed surfaces
  - b. Sweep and vacuum surfaces thoroughly
  - c. Damp-mop surfaces to remove marks and soil
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover resilient products until Substantial Completion.

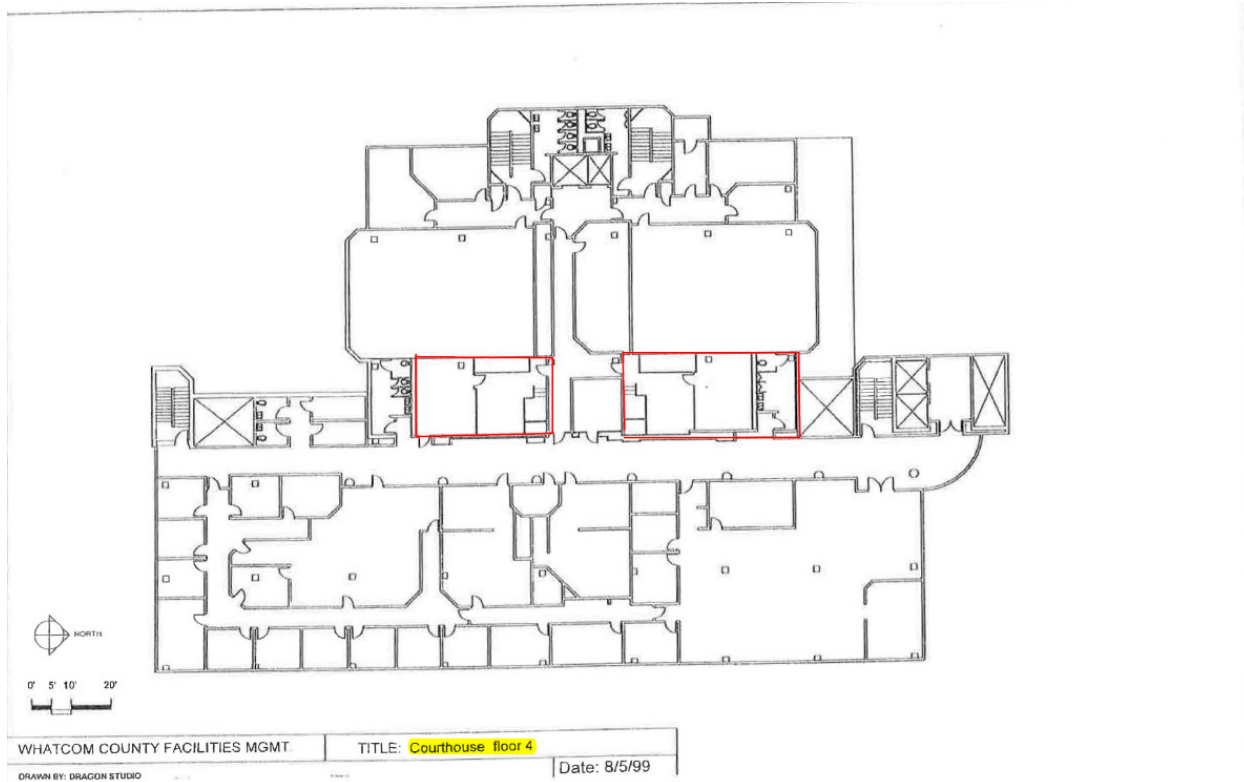
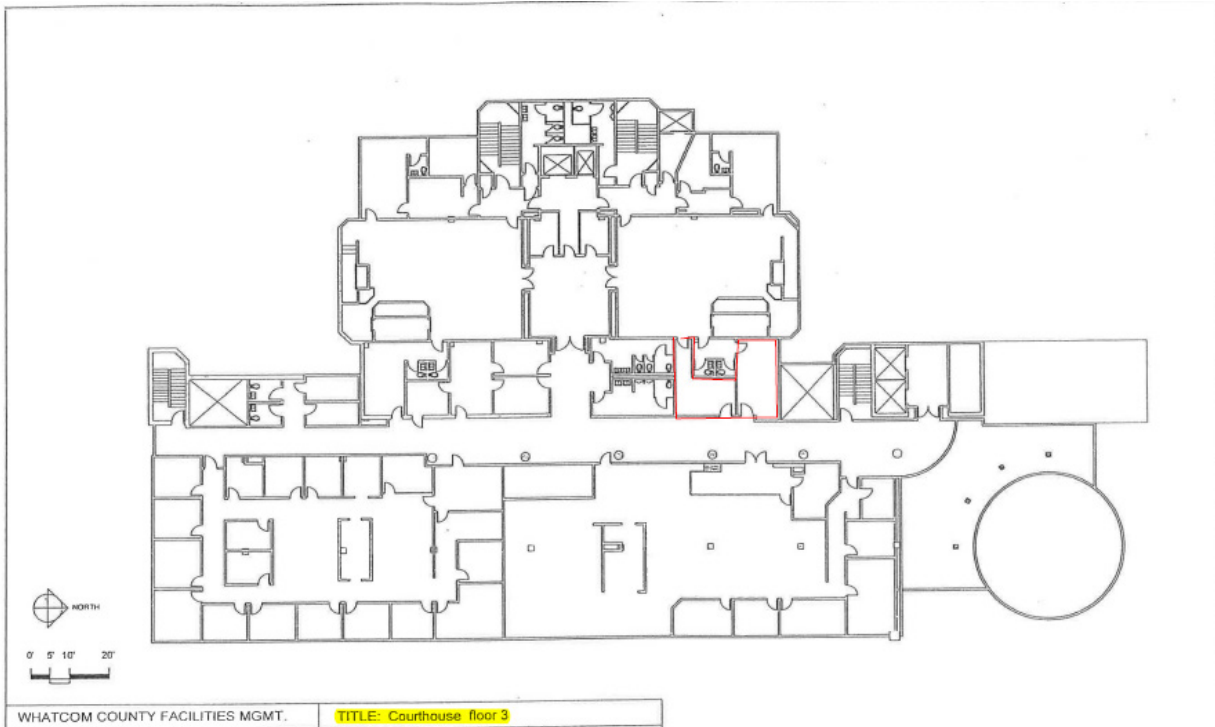
**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**



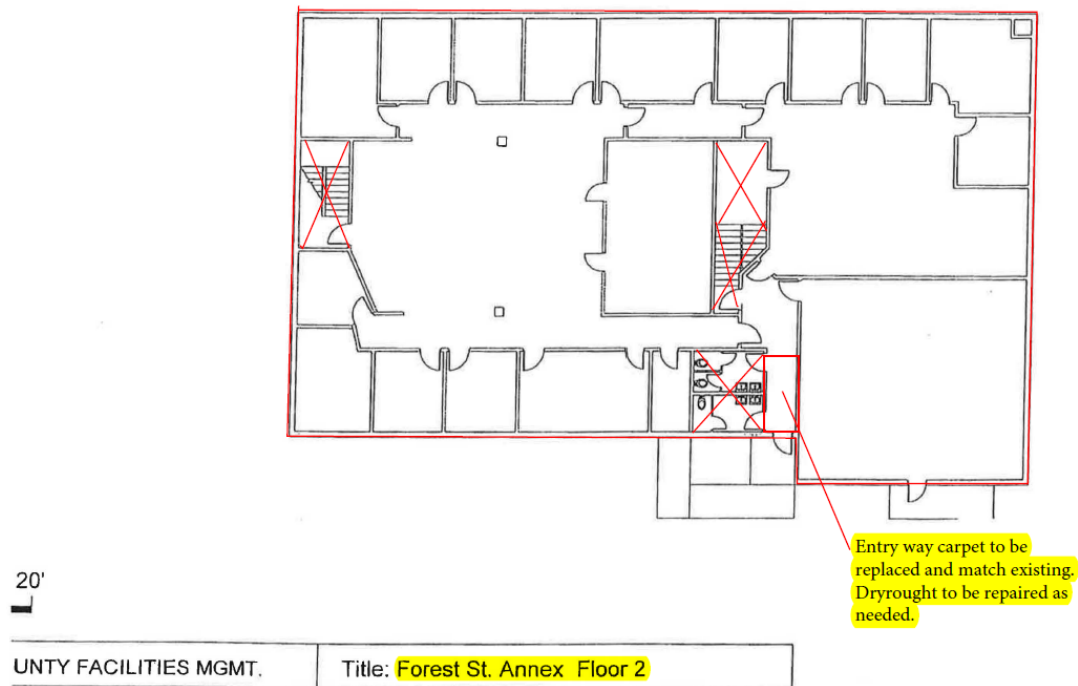
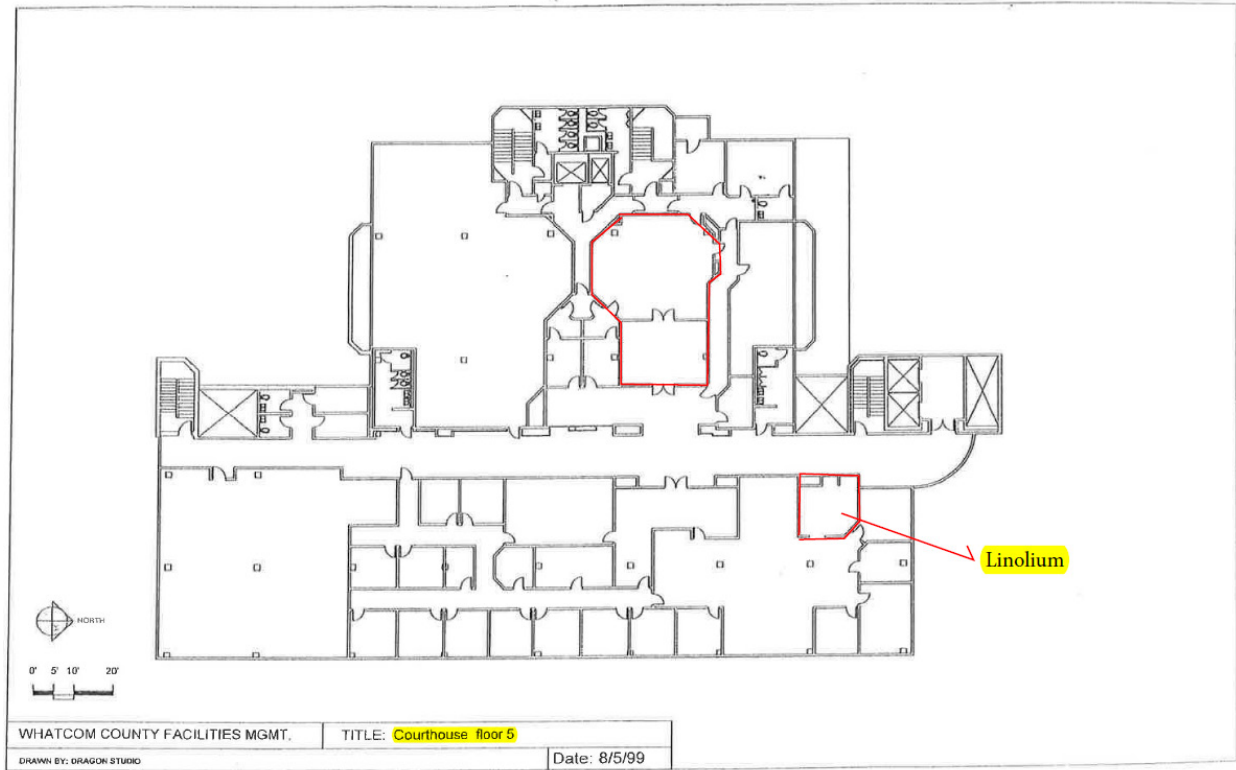
Whatcom County

Bid #17-46

Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex



**Whatcom County**  
**Bid #17-46**  
**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**



**PREVAILING WAGE RATES**

**Bid 17-46**

**REMOVE AND REPLACE FLOORING AT THE  
WHATCOM COUNTY COURTHOUSE  
& FOREST STREET ANNEX**

**Whatcom County****Bid #17-46****Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

Following is a partial list of Prevailing Wage Rates. Additional categories are listed on the Washington State Department of Labor and Industries website at <http://www.lni.wa.gov/TradesLicensing/PrevWage/>.

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
Whatcom	Carpenters	Carpenter	\$55.51	5D	4C	
Whatcom	Carpenters	Carpenters on Stationary Tools	\$55.64	5D	4C	
Whatcom	Carpenters	Floor Finisher	\$55.51	5D	4C	
Whatcom	Carpenters	Floor Layer	\$55.51	5D	4C	
Whatcom	Laborers	Carpenter Tender	\$45.25	7A	3I	
Whatcom	Laborers	Clean-up Laborer	\$45.25	7A	3I	
Whatcom	Laborers	General Laborer	\$45.25	7A	3I	
Whatcom	Laborers	Vibrator	\$46.09	7A	3I	
Whatcom	Laborers	Vinyl Seamer	\$45.25	7A	3I	
Whatcom	Soft Floor Layers	Journey Level	\$45.86	5A	3D	

**Benefit Key Code**

Overtime Codes Effective 03-03-2017 thru 08-30-2017

**Overtime Calculations** are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

**1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.**

B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked and all hours worked on Sundays and Holidays worked shall be paid at double the hourly rate of wage.

D. The first two (2) hours before or after a five - eight (8) hour workweek day or a four - ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.

E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four - ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

**Whatcom County**

**Bid #17-46**

**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. All hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.

K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

O. The first ten (10) worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday, and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.

P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas Day) shall be paid at double the hourly rate of wage. All hours worked on Christmas Day shall be paid at two and one-half times the hourly rate of wage.

R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

S. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas Day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas Day shall be paid at double the hourly rate of wage.

W. All hours worked on Saturdays, Sundays and holidays (except for make-up days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.

**Whatcom County**

**Bid #17-46**

**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

Y. All hours worked outside the hours of 5 a.m. and 5 p.m. (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 X 10 workweek) and on Saturdays and holidays (except Labor Day) shall be paid at one and one-half times the hourly rate of wage. (Except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 X 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.

Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of wage in addition to holiday pay.

**2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.**

B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.

F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.

G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.

R. All hours worked on Sundays and Holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours in a day, or on Sundays and Holidays, shall be paid at double the hourly rate of wage.

W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.

Y. All hours worked on Saturdays (except for make-up days) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

**3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.**

A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6 p.m. Saturday to 6 a.m. Monday and Holidays shall be paid at double the straight time rate of pay. Any Shift starting between the hours of 6 p.m. and midnight shall receive an additional one dollar (\$1.00) per hour for all hours



**Whatcom County**

**Bid #17-46**

**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

worked that shift. The Employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6 p.m. Saturday to 5 a.m. Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6 a.m. on Saturdays, shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.

F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.

I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

**4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.**

A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays, and holidays shall be paid at double the hourly rate of wage.

B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.

C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours

**Whatcom County**

**Bid #17-46**

**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

**EXCEPTION:**

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates: The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage. All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

F. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

H. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

**5. HOLIDAY CODES**

A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas Day, and Christmas Day (8).

C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (8).

D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (8).

H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day (6).

## **Whatcom County**

### **Bid #17-46**

#### **Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day (7).

K. Holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day and Christmas Day (9).

L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (8).

N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (9).

P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday and Saturday after Thanksgiving Day, the day before Christmas Day, and Christmas Day (9).

Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

R. Paid Holidays: New Year's Day, Presidents' Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, one-half day before Christmas Day, and Christmas Day (7 1/2).

S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (7).

T. Paid holiday: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas (10) paid holidays.

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8).

#### **6. HOLIDAY CODES**

A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8).

E. Paid Holidays: New Year's Day, Day Before or After New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day and a Half-Day on Christmas Eve Day (9 1/2).

G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).

H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, Christmas Eve Day, and A Floating Holiday (10).

I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).

T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the last working day before Christmas Day, and Christmas Day (9).

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

#### **7. HOLIDAY CODES**

A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed

**Whatcom County**

**Bid #17-46**

**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the last work day before Christmas Day, and Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

M. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on

**Whatcom County**

**Bid #17-46**

**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.

P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

R. Paid Holidays: Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day(10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

T. Paid Holidays: New Year's Day, the Day after Or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after Or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

**8. NOTE CODES**

A. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more: over 50' to 100' - \$2.00 per foot for each foot over 50 feet, over 100' to 150' - \$3.00 per foot for each foot over 100 feet, over 150' to 200' - \$4.00 per foot for each foot over 150 feet, over 220' - \$5.00 per foot for each foot over 220 feet.

C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more: over 50' to 100' - \$1.00 per foot for each foot over 50 feet, over 100' to 150' - \$1.50 per foot for each foot over 100 feet, over 150' to 200' - \$2.00 per foot for each foot over 150 feet, over 200' - divers may name their own price.

D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

L. Workers on hazmat projects receive additional hourly premiums as follows - Level A: \$0.75, Level B: \$0.50, and Level C: \$0.25.

M. Workers on hazmat projects receive additional hourly premiums as follows - Levels A & B: \$1.00, Levels C & D: \$0.50.

N. Workers on hazmat projects receive additional hourly premiums as follows - Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, and Level D: \$0.25.

P. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50.

**Whatcom County**

**Bid #17-46**

**Remove & Replace Flooring at the Whatcom County Courthouse and Forest Street Annex**

Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

R. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.