



## Request for Proposal No. 2020-1022

### 2020 Marina Power Pedestal & Electrical Upgrades Capital Project # MB2001

AKA: Upgrade Swantown Marina Power Distribution System

#### Purpose

The Port of Olympia (Port) is soliciting bids from qualified individuals or firms with expertise in electrical work. This work is located at the Swantown Marina, in Olympia, Washington.

#### The Scope of Services

The Contractor will remove and replace 140 shore power pedestals and ensure all marina docks meet National Electrical Code (Scope detail is provided as Attachment B to this RFP). This work will consist of two parts:

1. Planning.
  - a. With input from the Project Manager, develop an Electrical Upgrade Plan for B,C,D,E,F,G,H,I,J,K and L docks at the Swantown Marina.
    - i. The Electrical Upgrade Plan must include:
      1. Replacement of 140 Dockhead II shore power pedestals.
      2. Replacement of 2000ft of #8 wire suitable for marine use.
      3. Ensuring all electrical splices meet National Electrical Code for marina use.
      4. Visual inspection of each shore power pedestal for signs of heat damage and unusual wear.
2. Implementation.
  - a. Remove and replace 140 Dockhead II shore power pedestals.
  - b. Remove and replace all associated #8 wire.
  - c. Verify all splices meet National Electrical Code.
  - d. The Port will retain possession of all pedestals removed in this project, all remaining debris will be recycled.

**Project Estimate: \$431,400, not including Washington State Sales Tax.**

**Final Acceptance of all work must occur by no later than December 31, 2020.**

#### Pre-Bid Walk-Through

A mandatory pre-bid walk-through will occur **Tuesday, September 15, 2020 at 9:00 a.m.** Contractors should congregate at Swantown Marina, Dock GHI, located at 1022 Marine Drive NE Olympia, WA 98501.

Technical and/or project questions and answers will be documented, and recorded as an addendum to this RFP by no later than close of business, September 16, 2020.

Contractors are encouraged to arrive 15 minutes prior to the walk-through, and must sign-in on the attendance sheet. **Bids will not be accepted or considered for award from Contractors who do not attend the pre-bid walk-through or sign the attendance sheet.**

**IMPORTANT:** Facial Masks and social distancing are *required* to participate in the walk-through event. In response to COVID19 concerns, contractor groups will be limited to **10** people total (including Port staff); multiple walk-throughs will occur, if necessary. Contractors are encouraged to limit their representation to 1 person per company.

### General Requirements

1. **NEW:** All contractor employees, performing this contract work on Port of Olympia property, is required to observe current mandates issued by the State of Washington Governor, as it relates to the COVID-19 pandemic. Hand washing, social distancing, and use of facemasks are required when indicated by circumstance, and must conform with State of Emergency mandates, per RCW 43.06.220.
2. All work must be scheduled and performed during normal Marine Terminal business hours: Monday-Friday, 7:00 a.m. to 4:00 p.m.
3. Disposal of waste materials will be in accordance with all applicable local, state and federal laws and regulations.
4. Water is supplied by the Marina.
5. Contractor shall notify the Port of any problems, change of conditions, or unusual circumstances related to any structures or pipe.
6. Contractor to provide adequate personnel and equipment to permit the timely completion of all operations.
7. Contractor is responsible for damage to the Port's property resulting from Contractor's services. The Contractor is responsible for reporting all damages to Port's Representative(s) in writing within seventy-two (72) hours of each occurrence. Contractor is required to make arrangements satisfactory to Port's Representative(s) to repair damage to the Property.
8. At no time will any employee or agent of the Contractor take directions or instructions from any Port employees or tenant, other than the Port's Representative(s) or his/her designee. No "special services" shall be provided for any tenant.
9. TWIC: It is the Port of Olympia's policy that any personnel who require regular access to the Marine Terminal should obtain a TWIC.
10. Bidding Issues:
  - a. If the Port receives a single responsive, responsible bid, the Port shall have the right, in its sole discretion, to conduct a price or cost analysis on such bid. The bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the Port to assist in such analysis. By conducting such analysis, the Port shall not be obligated to accept the single bid; the Port reserves the right to reject such bid or any portion thereof.
  - b. If Port receives no bids, the Port shall have the right, in its sole discretion, to award a contract to a responsible Contractor chosen from the Small Works Roster.
11. The Contractor shall supervise and direct the work using its best efforts, skills and attention. The Contractor shall be solely responsible for, and shall have full control and charge of construction means, methods, techniques, sequences, and

procedures, and for coordinating all portions of the work under the contract. The Contractor is for all purposes an independent Contractor and not an agent or employee of the Port.

- a. Unless otherwise specifically stated in the Contract, the Contractor shall provide and pay for materials, labor, tools, equipment, water, light, power, transportation, supervision, and temporary construction, and other services and facilities of any nature necessary to execute, complete and deliver the work within the Contract Time. Equipment offered shall be current models, which have been in successful regular operation under comparable conditions. The work performed shall be in conformity with the best modern practice of the trade with the intent to secure the best standard of construction and equipment of work as a whole and in part.
12. The Contractor shall maintain the work site and perform the work in a manner meeting all legal requirements for the provision of a safe workplace. The Contractor shall comply with safety standards and provisions of applicable laws, building and construction codes, and the safety regulations set forth in "Safety Standards for Construction", Chapter 296-155 WAC, and "General Safety Standards", Chapter 296-24 WAC, issued by the Washington State Department of Labor and Industries.
13. The Contractor shall comply with and give notices required by all laws, ordinances, codes, rules, regulations, and permits relating to the conduct of the work. Except as specifically otherwise provided herein, the Contractor shall obtain and pay for all permits and licenses necessary to conduct the work. The Contractor shall fully comply with all federal, state, and local laws, regulations, and ordinances pertaining to non-discrimination and equal employment.
14. Guarantee
  - a. Repairs: For a period of 365 days after the date of acceptance of the work, the Contractor, upon notification from the Port, shall promptly schedule and make all repairs to the Contractor-furnished materials, equipment and/or workmanship which may be necessary to make such materials, equipment and/or workmanship equal to that specified in the Contract.
  - b. Warranty: The Contractor shall furnish to the Port any guarantee or warranty furnished as a normal trade practice in connection with the purchase by the Contractor of any equipment or materials; provided, such guarantee or warranty shall be in addition to those specific requirements for particular equipment or work items indicated in the specifications.
15. The Port may terminate the Contract upon written notice to the Contractor whenever the Contractor is deemed to be in default or violates the provisions of the Contract by failing, neglecting, or refusing to proceed according to and in full compliance with the Contract Documents. Upon termination, the Port may exclude the Contractor from the site and shall take possession of the work and all of the materials and equipment for which the Port has paid any amount on to the Contractor. The Contractor shall be entitled to payment for portions of the work satisfactorily completed prior to termination, less costs incurred by the Port as a result of the Contractor's default.
16. The Port shall have the right to terminate this Contract for any reason whatsoever by notice in writing to the Contractor. Upon receipt of such notice, the Contractor shall immediately discontinue work unless the notice specifies otherwise. Upon such termination, the Contractor shall be paid in ordinary course.

## Special Bidding Conditions

### 1. Training Requirement

Beginning July 1, 2019, all businesses are required to have training before bidding and/or performing work on public works projects. To bid on public works projects with the Port of Olympia, Contractors will need to ensure they meet this training requirement. Awarding agencies will be required to verify all contractors submitting bids meet this new requirement before awarding the contract.

#### A. Who is exempt?

Contractors exempt from this training requirement if you've been in business with an active Unified Business Identifier (UBI) number for 3 or more years AND have performed work on 3 or more public works projects.

#### B. Free Training Options for Contractors:

##### i. *Online*

Businesses can access online training through their [Prevailing Wage Intent and Affidavit portal](#). Take this training at your own pace during any time of the day! Once completed, you'll meet this new requirement.

##### ii. *In-person*

[L&I's Contractor Training Days](#) held around the state to sign up and attend our in-person, 3-hour training class. Sign up early as classes and registrations are limited.

### 2. Bonds

Payment and Performance Bonds for 100% of the potential total contract sum are required prior to contract execution.

### 3. Prevailing Wages

This contract is ***subject to prevailing wage requirements*** and the Contractor shall follow the requirements set forth by the Department of Labor and Industries of the State of Washington. The cost of filling Prevailing Wage forms with the Department of Labor and Industries shall be at no cost to the Port.

The effective date for determining prevailing wages is: **September 8, 2020.**

### 4. Indemnification.

The Contractor shall defend, indemnify and hold the Port, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this work, except for injuries and damages caused by the sole negligence of the District.

### 5. Insurance.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

### Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

- A. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form, providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- B. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or the equivalent and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Port shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Port.
- C. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

### 6. Subcontractors.

Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage as stated herein for the Contractor. Upon request from the Port, the Contractor shall provide evidence of such insurance.

### Contract Terms

A copy of the Port of Olympia Public Works Contract is provided as Attachment C).

### Proposal Form ("Form")

Proposals must be submitted on the provided Bid Form, Attachment A.

### Preliminary Schedule

<b>Issuance of Request for Proposal</b>	Tuesday, September 8, 2020
<b>Pre-Bid Walk-Through</b>	Tuesday, September 15, 2020 at 9:00 a.m.  <i>Interested contractors to meet at the G-H-I Docks Entrance, located at 1022 Marine Drive NE – Olympia WA 98501</i>
<b>Proposals Due</b>	Monday, September 21, 2020 no later than 1:00 p.m.**

\*\* Pursuant to Governor Inslee's Proclamation 20-28, in an effort to curtail the spread of the COVID-19 virus, in person delivery of sealed bids is restricted. See Formal Bid Opening & In-Person Bid Delivery Instructions, posted to the Port's website at: <http://www.portolympia.com/192/Contracting-with-the-Port>

### Port Representative for RFP Questions (Must be submitted in writing)

<b>Name</b>	<b>Phone</b>	<b>Email</b>
RFP #2020-1022	360-528-8010	Contracts@portolympia.com

## Preparation of Bids

### 1. Form of Bid

- a. Bids shall be submitted on the form provided as Attachment A.
- b. All blanks on the bid form shall be filled in by ink or typed.
- c. Alterations, erasures, or interlineations within the blanks, if any, shall be in ink and initialed by the signer of the Bid.
- d. The bidder shall make no deletions, additional conditions or stipulations on the bid form or qualify its Bid in any manner.

### 2. Bid Price

- a. All prices on the bid form shall be in U.S. dollars.
- b. For lump sum bids, the total Contract Sum shall be submitted.
- c. For unit price bids a price shall be submitted for each item of the Work, an extension thereof, and, if requested, the total Contract Sum.
- d. The price on the bid form for that element of Work shall include everything necessary for the prosecution and completion of the Work in accordance with the Contract Documents including, but not limited to, furnishing all required materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, and field design, except as may be otherwise provided in the Contract Documents.
- e. Estimated quantities, if any, set forth on the bid form are estimates only, being given only as a basis for the comparison of Bids, and the Port does not warrant, expressly or by implication, that the actual amount of work will correspond to the estimated quantities. The Port reserves the right to increase or decrease the amount of any class or portion of the Work and to make changes in the Work as the Port may deem necessary or appropriate.
- f. Prices shall be expressed in both the dollars and cents.

### 3. Taxes

- a. The Work to be performed under this Contract constitutes a "retail sale" as such term is defined in RCW 82.04.050. The unit prices on the bid form shall not include state or local retail sales taxes. The Port will pay state and local retail sales tax on each progress payment and final payment to the Contractor for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local government. The Contractor will pay retail sales tax on all consumables used during the performance of the work and on all items which are not incorporated into the final work, which tax shall be included in the prices on the bid form.
- b. No increase will be made in the amount to be paid by the Port under this Contract because of any misunderstanding by or lack of knowledge of the Contractor as to liability for, or the amount of, any taxes for which the Contractor is liable or responsible by law or under this Contract.
- c. Sales tax shall be shown as a separate item on the bid form. In any case where it is not included as a separate item, the Port will add the sales tax to the total of the bid prices shown.

### 4. Bidder's Name and Signature

- a. The bid form shall include the legal name and contractor registration number of the bidder and shall indicate whether bidder is a sole proprietor, a partnership, a corporation, joint venture, or other legal entity. The bid form shall be signed by a

person legally authorized to bind the bidder to a contract and shall indicate the bidder's address. A bid form signed by an agent shall have a current power of attorney attached certifying agent's authority to bind the bidder. Upon request of the Port the bidder shall provide corporate or partnership documentation evidencing the bidder's legal status and showing the authority of the person signing the bid form to execute contracts on behalf of the bidder.

- b. The bid form shall not become a part of the Contract Documents except by inclusion into the Agreement.

### **Submission of Bids**

Proposals must be submitted by mail, courier, or in person. Proposals submitted via electronic mail or facsimile will be deemed non-responsive and not considered further for award.

Due to COVID 19 and the Port of Olympia's limited availability for the public to access the Administrative Offices, delivery of sealed bids may be challenging. **For contractors wishing to hand-deliver the sealed bids, in-person receipt will be limited to Monday, September 21, 2020 from 12:00 pm through 12:50 pm.** Instructions and directions to the delivery location are posted to the Port's website. The *Formal Bid Opening & In-Person Bid Delivery Instructions* notice is available at: <http://www.portolympia.com/192/Contracting-with-the-Port> - under the "Currently Accepting Bids & Project Information" header.

### **It is the Bidder's responsibility to verify the Port's receipt of its bid.**

All submittals are due by **1:00 pm, Monday – September 21, 2020**, to:

#### **Port of Olympia**

Attention: Fiscal Unit – Senior Contract Administrator  
606 Columbia Street NW, Suite 300  
Olympia, WA 98501  
Phone: 360-528-8010  
Email: [contracts@portolympia.com](mailto:contracts@portolympia.com)

**IMPORTANT NOTE:** Due to COVID19, the Port of Olympia will conduct Informal Bid Opening Results will be available within one business day; these results will be available by written request sent to: [contracts@portolympia.com](mailto:contracts@portolympia.com). Bids will be reviewed for responsiveness and responsibility criteria, as well as checked for accuracy beginning on Tuesday, September 22, 2020. *Formal Bid Tabs will be posted to the Port's website, and available by no later than Friday, September 25, 2020.*

### **Bid Evaluation**

Bids will be evaluated by the Port to determine which Bid is the lowest, responsive Bid by a responsible bidder.

### **Equal Employment Opportunity and Training**

It is the policy of the Port to ensure that applicants are employed and are treated during employment, without regard to their race, religion, sex, color, national origin, or disability. Such action shall include the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

The Port of Olympia encourages disadvantaged, minority, and women owned firms to apply.

**Disclosure**

All information submitted shall become the property of the Port and is subject to the public disclosure laws of the state of Washington. The potential Contractor should identify any portions of the information submitted that the Contractor deems exempt from the public disclosure requirements.





# PORT of OLYMPIA

## ATTACHMENT "A"

### BID FORM

The undersigned bidder declares that it has read the specifications, understands the conditions, has examined the site, and has determined for itself all situations affecting the work herein bid upon.

And, bidder proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, machinery, tools, materials, etc., including all work incidental to, or described or implied as incidental to such items, according to the Contract Documents of the Port of Olympia, and that the bidder will complete the work within the time stated, and that bidder will accept in full payment therefore the unit price(s) and/or lump sum price as set forth in the bid below:

#### Schedule of Unit Prices

Item #	Description	Unit Price	Est. Qty	UOM	Extended Total
1	Once-time mobilization fee	\$	1	LS	\$
2	Pedestals (see scope for requirements)	\$	140	EA	\$
3	Labor – Install Pedestals	\$	140	HR	\$
4	Labor – Inspections of Pedestals and Electrical Work	\$	200	HR	\$
5	Miscellaneous Project Supplies	\$	1	LS	\$
Subtotal of Individual Line Item					\$
Contingency (20% of Line Item Subtotal)					\$
Pre-Tax Line Item Total					\$
WSST @ 9.4%					\$
Total Bid					\$
<i>Percentage markup on Materials, such as parts, consumables and other misc. items.</i>					_____ %

#### ADDENDA ACKNOWLEDGEMENT:

Receipt of all Addenda through No. \_\_\_\_\_ is (are) hereby acknowledged.

**NONCOLLUSION:**

The undersigned declares under penalty of perjury that the bid submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder or bidders.

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Name of Firm \_\_\_\_\_

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<b>Signature</b>	By (Type or Print)	Title	Date
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Mailing Address	City	State	Zip Code
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Telephone Number	E-mail
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Washington State Contractor's License No. \_\_\_\_\_

Date of Issue \_\_\_\_\_ Expiration Date \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

**Bids submitted without a signature will be determined non-responsive.**

# **Project #MB2001: Upgrade Swantown Marina Power Distribution System**

## **RFP #2020-1022**

### **ATTACHMENT “B”**

#### **2020 Marina Power Pedestal & Electrical Upgrades**

#### **SCOPE AND EQUIPMENT DETAIL**

##### **Scope of Work**

1. Planning: With input from the Project Manager, develop an Electrical Upgrade Plan for B,C,D,E,F,G,H,I,J,K and L docks at the Swantown Marina.
  - a. The Electrical Upgrade Plan must include:
    - i. Replacement of 140 Dockhead II shore power pedestals.
    - ii. Replacement of 2000ft of #8 wire suitable for marine use.
    - iii. Ensuring all electrical splices meet National Electrical Code for marina use.
    - iv. Visual inspection of each shore power pedestal for signs of heat damage and unusual wear.
2. Implementation
  - a. Remove and replace 140 Dockhead II shore power pedestals.
  - b. Remove and replace all associated #8 wire.
  - c. Verify all splices meet National Electrical Code.
  - d. The Port will retain possession of all pedestals removed in this project, all remaining debris will be recycled.

##### **Shore Power Pedestal Requirements**

The awarded contractor must replace 140 (one-hundred, forty) “Dockhead II” shore power pedestals. The replacement pedestals must meet the following requirements:

- Dimension of each pedestal: 10” x 12”
- Color: White
- Fiberglass construction
- Stainless Steel Hardware
- Weather Proof
- 120/240v Single Phase 4 wire straight or loop feed
- Marine Grade Twist Lock Receptacles with Covers– 30 Amp 120v, 50 Amp 125/250v
- GFCI Circuit Breakers with Covers
- LED Light
- Compatible with U.M Rum Metering

##### **Electrical Work Scope Details**

Project electrical work must meet the following requirements:

- All work must meet City, State and National Electrical Code.
- Remove and replace 140 shore power pedestals on Docks G, H and I at the Swantown Marina. Replacement pedestals must meet Code requirements for marine use, specifically must include GFCI protection.
- Remove and replace approximately 330 sets of shore power pedestal feeder wire.
- Replacement wire must meet Code requirements for marine use.
- Inspect all primary and secondary splices for damage. Repair all instances of damage as needed.
- Inspect and document all shore power pedestals (190) for damage.
- The Port will maintain possession of all shore power pedestals removed as part of the project.

**Project #MB2001: Upgrade Swantown Marina Power  
Distribution System**

**RFP #2020-1022**

**ATTACHMENT “C”**

**PORT OF OLYMPIA STANDARD SPECIFICATIONS**

The following Specifications are attached to this Solicitation. Additional specifications may be required for individual projects, and attached to individual Work Orders when assigned, following execution of the contract.

00 21 13	Instructions to Bidders
00 31 26	Existing Hazardous Materials Information
00 61 13.13	Performance Bond
00 61 13.16	Payment Bond
00 72 00	General Conditions
00 73 19	Health and Safety Provisions
01 35 43	Environmental Controls
01 70 00	Project Closeout

**DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

**Section 00 21 13 – Instructions to Bidders**

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**PART 1. BIDDING REQUIREMENTS**

**1.01 EXAMINATION OF CONTRACT DOCUMENTS AND REGULATIONS**

- A. The bidder shall examine the Contract Documents and any other data made available to the bidder relating to the Work, and shall comply with all instructions and provisions. The bidder shall promptly notify the Port of ambiguities, inconsistencies, or errors, if any, which it may discover upon examination of the Contract Documents and any other data made available to the bidder relating to the Work. The submission of a Bid shall constitute an acknowledgement upon which the Port may rely that the bidder has thoroughly examined and is familiar with the Contract Documents and has reviewed all applicable federal, state and local statutes, regulations, ordinances and environmental documents relating to the work and all permits which have been applied for and/or issued

## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

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pertaining to the Work. The failure or neglect of a bidder to examine any of the Contract Documents, statutes, regulations, ordinances, environmental documents or permits shall not relieve the bidder from any obligations with respect to the Contract Documents or the Work.

- B. The bidder shall verify that all documents provided by the Port, and upon which the bidder is basing its bid, are full and complete with no missing pages, sheets or unintentional blank spaces. Submittal of a bid indicates the bidder has verified it has obtained all Port-supplied Contract Documents. No claim for additional work due to missing bid information will be considered.
- C. If the bidder elects to review or download Contract Documents electronically from websites it is the bidder's responsibility to ensure that all documents are complete and that all addenda have been reviewed prior to submission of Bid.

#### **1.02 CLARIFICATION OF CONTRACT DOCUMENTS**

- A. Requests for interpretation or reports of ambiguities shall be made in writing and delivered to the Port at least seven calendar days before the Bid submittal deadline. Clarifications, interpretations, or supplemental instructions which change the scope of work and or schedule described in the contract documents, will be issued only in the form of written addenda. All addenda shall become part of the Contract Documents and any subsequently awarded Contract.
- B. Each bidder shall acknowledge the receipt of all addenda issued on its Bid. If such acknowledgement is not made, the Port reserves the right to show constructive notice through delivery records or the bidder's use of information contained in the addenda.
- C. Bidders shall not rely upon any oral statements or conversations, whether at the pre-bid conference or otherwise, that they may have with Port employees, agents or representatives regarding the Contract Documents. No oral clarification or interpretations will be made to any bidder as to the meaning of the Contract Documents.

#### **PART 2. PREPARATION AND SUBMITTAL OF BIDS**

##### **2.01 FORM OF BID**

- A. Bids shall be submitted on the forms provided by the Port.
- B. All blanks on the bid forms shall be filled in by ink or typed.

## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

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- C. Alterations, erasures, or interlineations within the blanks, if any, shall be in ink and initialed by the signer of the Bid.
- D. The bidder shall make no deletions, additional conditions or stipulations on the bid form or qualify its Bid in any manner.

#### **2.02 BID PRICE**

- A. All prices on the bid form shall be in U.S. dollars.
- B. For lump sum bids the Total Bid shall be submitted.
- C. For unit price bids a price shall be submitted for each item of the Work, an extension thereof, and, if requested, the Total Bid.
- D. The price on the bid form for that element of Work shall include everything necessary for the prosecution and completion of the Work in accordance with the Contract Documents including, but not limited to, furnishing all required materials, equipment, tools, transportation of Port furnished materials, plant and other facilities and all management, superintendence, labor and services, and field design, except as may be otherwise provided in the Contract Documents.
- E. Estimated quantities, if any, set forth on the bid form are estimates only, being given only as a basis for the comparison of Bids, and the Port does not warrant, expressly or by implication, that the actual amount of work will correspond to the estimated quantities. The Port reserves the right to increase or decrease the amount of any class or portion of the Work and to make changes in the Work as the Port may deem necessary or appropriate. The basis of payment for unit price bid items for which estimated quantities were set forth on the bid form shall be the actual number of unit items provided or performed under this Contract. In the event of a 20% quantity increase or decrease, the unit price may be adjusted as provided in the General Conditions.
- F. Prices shall be expressed in figures only.

#### **2.03 TAXES**

- A. The Work to be performed under this Contract constitutes a "retail sale" as such term is defined in RCW 82.04.050. The prices on the bid form shall not include state or local retail sales taxes. The Port will pay state and local retail sales tax on each progress payment and final payment to the Contractor for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local government. The Contractor will pay retail sales tax on all consumables used during the performance of the work and on all items which are not incorporated into the final work, which tax shall be included in the prices on the bid form.



## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

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- B. No increase will be made in the amount to be paid by the Port under this Contract because of any misunderstanding by or lack of knowledge of the Contractor as to liability for, or the amount of, any taxes for which the Contractor is liable or responsible by law or under this Contract.
- C. Sales tax shall be shown as a separate item on the bid form. In any case where it is not included as a separate item, the Port will add the sales tax to the total of the bid prices shown.

#### **2.04 BIDDER’S NAME AND SIGNATURE**

- A. The bid form shall include the legal name and contractor registration number of the bidder and shall indicate whether bidder is a sole proprietor, a partnership, a corporation, joint venture, or other legal entity. The bid form shall be signed by a person legally authorized to bind the bidder to a contract and shall indicate the bidder’s address. A bid form signed by an agent shall have a current power of attorney attached certifying agent’s authority to bind the bidder. Upon request of the Port the bidder shall provide corporate or partnership documentation evidencing the bidder’s legal status and showing the authority of the person signing the bid form to execute contracts on behalf of the bidder.
- B. The bid form shall not become a part of the Contract Documents except by inclusion into the Agreement.

#### **2.05 PROPOSED SUBCONTRACTORS**

- A. The Port of Olympia encourages and supports the use of M/WBE subcontractors and suppliers on all Work.
- B. After bid opening the Port may require the apparent low bidder to identify any proposed subcontractors and major suppliers together with a statement of experience with references for each. Such information shall be submitted within 24 hours of request.

#### **2.06 ALTERNATIVE BIDS**

- A. The Port of Olympia is not accepting Alternative Bids for this solicitation.

#### **2.07 WITHDRAWAL OR MODIFICATION OF BID**

- A. A bidder may withdraw or modify its Bid before the Bid submittal deadline by submitting written notice to the Port signed by the bidder. After Bid opening no bidder may withdraw or modify its Bid unless Contract award is delayed beyond the time specified.

## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

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#### 2.08 BID VALIDITY

- A. All Bids submitted shall be valid and binding on the bidder for a period of sixty days following the Bid submittal deadline and for any extension of time granted by the bidder.

#### PART 3. BID EVALUATION

#### 3.01 VERIFICATION OF BID PRICES

- A. Prices set forth in the Bid will be reviewed by the Port for mathematical accuracy. The Port reserves the right to correct mathematical errors or complete mathematical calculations that are obvious on the face of the Bid. In the event of a discrepancy between a unit price and the extended amount for a bid item, the unit price will control. The prices, corrected for mathematical errors, shall be used as the amount of the bid items for evaluation and award purposes.

#### 3.02 CLAIM OF ERROR

- A. A bidder claiming error in its Bid must submit supporting evidence including cost breakdown sheets within 24 hours of Bid opening and provide any other supporting documentation requested by the Port. In the event the bidder demonstrates an error in the Bid to the Port's satisfaction, the Port may allow the bidder to withdraw its Bid.

#### 3.03 RESPONSIVE BIDS

- A. The Port, in its sole discretion, reserves the right to determine Bid irregularities which render a Bid non-responsive, and to waive informalities and immaterial irregularities in the Bid. A Bid shall be considered irregular and may be rejected by the Port as non-responsive for reasons including, but not limited to:
  - 1. If the bid form furnished or authorized is not used or is altered;
  - 2. If the bid form or any required supplemental documents are incomplete, contain any additions, deletions, conditions, or otherwise fail to conform to the Port's requirements;
  - 3. If the bidder adds any provisions reserving the right to reject or accept the award, or enter into the contract;
  - 4. If the Bid is not properly executed, or shows an incorrect amount;

## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

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5. If the Bid fails to include a price for every bid item; or
6. If the Port deems any of the bid prices to be excessively unbalanced either above or below the amount of a reasonable bid price for the item of Work to be performed, to the potential detriment of the Port.

#### **3.04 BIDDER QUALIFICATIONS**

- A. It is the intent of the Port to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Port to submit documentation demonstrating compliance with the criteria. The bidder must:
  1. At the time of bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW.
  2. Have a current Washington Unified Business Identifier (UBI) Number.
  3. Have a current Contractors License issued by the City in which the work is to be performed.
  4. If applicable:
    - a. Have industrial insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required by Title 51 RCW;
    - b. Have a Washington Employment Security Number as required Title 50 RCW.
    - c. Have a Washington Department of Revenue state excise tax registration number, as required by Title 82 RCW.
  5. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
  6. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.
- B. The Port reserves the right to investigate the qualifications of any bidder, including but not limited to, contacting any reference or any financial

## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

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institution to verify that the bidder is qualified to successfully complete the Work.

- C. In order to verify that the bidder has adequately incorporated all elements of the Work and the requirements of the Contract Documents in its bid prices, the bidder will make available upon request, for the Port's review a complete itemization of its Bid, and clearly define all phases of its work.
- D. Prior to award, if requested by the Port, the bidder and selected proposed subcontractors or suppliers shall attend a bid evaluation conference and shall bring to the conference any documents requested by the Port to evaluate the Bid and the bidder's qualifications.

#### **3.05 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA**

- A. In addition to the bidder responsibility criteria above, the Port may adopt relevant supplemental criteria for determining bidder responsibility applicable to a particular project which the bidder must meet (RCW 39.04.350 (2)).
- B. The Port may conduct reference checks for the bidder whose bid is under consideration for award. In the event that information obtained from the reference checks:
  - 1. Reveals that the bidder does not meet the Supplemental Bidder Responsibility Criteria; or
  - 2. Indicates concerns about the bidder's performance on projects identified as meeting the Supplemental Bidder Responsibility Criteria, which may include, but not be limited to the quality of construction, the bidder's management of subcontractors, timeliness of required submittals, and safety record on the project; or
  - 3. Indicates other concerns about the bidder's ability to successfully perform the work,

the Port may determine that the bidder is not a responsible bidder. Prior to making such a determination that a bidder is not responsible based on information received through reference checks, the Port will discuss with the bidder the information obtained from the references, and provide the bidder with the opportunity to offer explanations that may help inform whether the Port declares the bidder not responsible.

In conducting reference checks, the Port may include itself as a reference if the bidder has performed work for the Port, even if the bidder did not identify the Port as a reference.

- C. The Port shall consider an overall accounting for determining bidder responsibility. If the Port determines the bidder does not meet the bidder

## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

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responsibility criteria and is therefore not a responsible bidder, the Port shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within 3 business days of receipt of the Port's determination by presenting additional information to the Port. The Port will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the Port will not execute a contract with any other bidder until two 2 business days after the bidder determined to be not responsible has received the final determination.

- D. The Port may award the contract to the next lowest bidder whose reference checks validate the ability of the bidder to successfully perform the work. The Port will use the same process in checking references for any bidders other than the low bidder.

#### **3.06 COLLUSION**

- A. If the Port determines that collusion has occurred among the bidders, none of the Bids of the participants in such collusion will be considered. The Port's determination of collusion shall be conclusive.

#### **3.07 SINGLE BID RECEIVED**

- A. If the Port receives a single responsive, responsible Bid, the Port shall have the right, in its sole discretion, to conduct a price or cost analysis on such Bid. The bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the Port to assist in such analysis. By conducting such analysis, the Port shall not be obligated to accept the single Bid; the Port reserves the right to reject such Bid or any portion thereof.

#### **3.08 NO BID RECEIVED**

- A. For Contracts estimated to cost less than \$300,000, where the Port receives no bids, the Port shall have the right, in its sole discretion, to award a contract to a responsible Contractor chosen from the Small Works Roster. The Contract amount shall be at a negotiated price that does not exceed 10% of the published Engineer's estimate, and in no case shall the contract award exceed \$300,000.

## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

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#### **3.09 RIGHTS OF THE PORT**

- A. The Port reserves the right to accept the Bid of the lowest responsive, responsible bidder, to reject any or all Bids, republish the Advertisement for Bids, revise or cancel the work to be performed, or to do the work otherwise, if in the judgment of the Port, the best interests of the Port is served thereby.

#### **PART 4. AWARD OF CONTRACT**

##### **4.01 NOTICE OF AWARD**

- A. The acceptance of a Bid will be evidenced by a written notice of award delivered to the bidder whose Bid is accepted.
- B. Within ten days after issuance of the notice of award the Agreement form shall be executed and returned, together with the performance and payment bonds, and certificates of insurance with endorsements as required by the Contract Documents.
- C. The bidder shall not commence physical modification of the work site until the Port has issued its notice of award, notice to proceed, and the Port has received the executed Agreement form and bonds and certificates of insurance meeting the requirements of the Contract Documents.

##### **4.02 PERFORMANCE AND PAYMENT BONDS**

- A. The bidder awarded this Contract shall furnish performance and payment bonds on forms set forth in Section 00 61 13.13 and Section 00 61 13.16, or similar form acceptable to the Port in the amount of 100% of the total Contract Sum as security for the faithful performance and completion of the Work. Such bonds shall be executed and sealed by a duly licensed surety registered with the Washington State Insurance Commissioner, and the surety's name shall appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner. Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.
- B. The scope of the performance and payment bonds shall not affect or alter the liabilities of the Contractor to the Port under the terms of the Contract Documents.
- C. The Port may require the surety to appear and qualify itself upon the bond. If at anytime the Port determines, in its sole judgment, that the surety is insufficient, the Port may require the Contractor to furnish additional surety in form and arrangement satisfactory to the Port and in an amount not

## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

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exceeding that originally required. Payments will not be made on the Contract until sufficient surety as required is furnished.

- D. The person signing the performance bond on behalf of the Contractor shall also sign the Agreement form and bonds.

#### **4.03 EXTENSION OF TIME**

- A. If the Agreement form is not executed or not submitted to the Port within the time required and, in the Port's discretion, circumstances warrant an extension of time, it may extend the time for execution of the Agreement form or for furnishing bonds and insurance certificates for a period not to exceed ten additional days.

#### **4.04 FAILURE TO EXECUTE CONTRACT**

If the bidder awarded the Contract fails to execute the Agreement form and furnish the required bonds and insurance certificates within ten days from delivery of the notice to award, or declares in writing its intent not to execute the Contract, the Port may issue notice of award to the second lowest responsible Bidder, and in like manner until the Agreement form and bonds are executed by a responsible bidder to whom award is made, or further Bids are rejected.

#### **4.05 CANCELLATION OF AWARD**

- A. The Port reserves the right to cancel the award of any Contract at any time before the execution of said Contract by all parties without liability to the Port.

END OF SECTION

## Division 00 – BIDDING AND CONTRACT DOCUMENTS

### Section 00 31 26 – Existing Hazardous Materials Information

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#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. This Section provides the notification required for disclosure of asbestos, lead-containing or other hazardous materials.

##### 1.02 HAZARDOUS MATERIALS NOTICE

- A. The Port is reasonably certain that asbestos and lead will not be disturbed by the project. If the Contractor encounters material suspected of containing lead or asbestos which will interfere with the execution of the work, the Contractor shall stop work and notify the Engineer.

##### 1.03 NOTIFICATION AND SUSPENSION

- A. In the event the Contractor detects the presence of potentially contaminated materials not previously identified in this specification, the Contractor shall immediately notify the Port. Following such notification by the Contractor, the Port shall in turn notify the various governmental and regulatory agencies concerned with the presence of potentially contaminated materials, if warranted. Depending upon the type of contaminated materials identified, the Port may suspend work in the vicinity of the discovery under the provisions of General Conditions 00 72 00, paragraph 10.03.

1. Following completion of any further testing necessary to determine the nature of the materials involved, the Port will determine how the material shall be managed. Although the actual procedures used in resuming the work shall depend upon the nature and extent of the potentially contaminated material, the following alternate methods of operation are foreseen as possible:
  - a. Contractor to resume work as before the suspension.
  - b. Contractor to move its operations to another portion of the work until measures to eliminate any hazardous conditions can be developed and approved by the appropriate regulatory agencies.
  - c. The Port to direct the Contractor to dispose or treat the material in an approved manner.
  - d. The Port to terminate or modify the Contract.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION



**DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**  
**Section 00 61 13.13 Performance Bond**

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*PERFORMANCE BOND*

**CONTRACTOR:**

*(Name, legal status and address)*

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**SURETY:**

*(Name, legal status and principal place of business)*

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**OWNER:**

Port of Olympia  
606 Columbia St NW, Suite 300  
Olympia, WA 98501

**CONSTRUCTION CONTRACT:**

Date: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Description: \_\_\_\_\_

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**BOND:**

Date: \_\_\_\_\_

*(Not earlier than Construction Contract Date)*

Amount: \$ \_\_\_\_\_

Modifications to this Bond:  None  See Section 13

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY:**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

*(Any additional signatures appear on the last page of this Payment Bond)*

*(FOR INFORMATION ONLY – Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party)*

## **DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**

### **Section 00 61 13.13 Performance Bond**

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

## **DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**

### **Section 00 61 13.13 Performance Bond**

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- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### **§ 14 Definitions**

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

**DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**  
**Section 00 61 13.13 Performance Bond**

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*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**  
Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY:**  
Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name & Title: \_\_\_\_\_

**DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**

**Section 00 61 13.16 Payment Bond**

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**PAYMENT BOND**

**CONTRACTOR:**

*(Name, legal status and address)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SURETY:**

*(Name, legal status and principal place of business)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER:**

Port of Olympia  
606 Columbia St NW, Suite 300  
Olympia, WA 98501

**CONSTRUCTION CONTRACT:**

Date: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**BOND:**

Date: \_\_\_\_\_

*(Not earlier than Construction Contract Date)*

Amount: \$ \_\_\_\_\_

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY:**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

*(Any additional signatures appear on the last page of this Payment Bond)*

*(FOR INFORMATION ONLY – Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party)*

## **DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**

### **Section 00 61 13.16 Payment Bond**

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms:

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claims, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond,

## **DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**

### **Section 00 61 13.16 Payment Bond**

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and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the State in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**  
**Section 00 61 13.16 Payment Bond**

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§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**  
Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY:**  
Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Name & Title: \_\_\_\_\_



**DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS**  
**Section 00 72 00 - General Conditions**

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**1. BID SUBMITTAL**

Any erasures or alterations of any kind and bids which are incomplete or contain irregularities may be rejected. The Port reserves the right, but without obligation, to waive informalities and irregularities. Bids shall be submitted by the time and date established in the Bid Solicitation.

**2. RESPONSIVE BIDS**

The Port, in its sole discretion, reserves the right to determine Bid irregularities which render a Bid non-responsive, and to waive informalities and immaterial irregularities in the Bid. A Bid shall be considered irregular and may be rejected by the Port as non-responsive for reasons including, but not limited to:

If the bid form furnished or authorized is not used or is altered;

If the bid form or any required supplemental documents are incomplete, contain any additions, deletions, conditions, or otherwise fail to conform to the Port's requirements;

If the bidder adds any provisions reserving the right to reject or accept the award, or enter into the contract;

If the Bid fails to include a price for every bid item; or

If the Port deems any of the bid prices to be excessively unbalanced either above or below the amount of a reasonable bid price for the item of Work to be performed, to the potential detriment of the Port.

**3. SINGLE BID RECEIVED**

If the Port receives a single responsive, responsible Bid, the Port shall have the right, in its sole discretion, to conduct a price or cost analysis on such Bid. The bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the Port to assist in such analysis. By conducting such analysis, the Port shall not be obligated to accept the single Bid; the Port reserves the right to reject such Bid or any portion thereof.

**4. NO BID RECEIVED**

For Contracts estimated to cost less than \$300,000, where the Port receives no bids, the Port shall have the right, in its sole discretion, to award a contract to a responsible Contractor chosen from the Small Works Roster. The Contract amount shall be at a negotiated price that does not exceed 10% of the published Engineer's estimate, and in no case shall the contract award exceed \$300,000.

**5. RIGHTS OF THE PORT**

The Port reserves the right to accept the Bid of the lowest responsive, responsible bidder, to reject any or all Bids, republish the Advertisement for Bids, revise or cancel the work to be performed, or to do the work otherwise, if in the judgment of the Port, the best interests of the Port is served thereby.

**6. TAXES -- RETAIL SALES**

Washington State Sales Tax will be considered in the total bid price and must be shown as a separate item on the Bid. All other applicable taxes which the Contractor is required to pay shall be included by it in its bid prices for the work under this Contract.

**7. BID EVALUATION AND CONTRACT AWARD**

Bids will be evaluated by the Port to determine which bid is the lowest responsive bid by a responsible bidder. The Port may require the bidder to provide additional qualifications information. If the bidder is notified of contract award, the Agreement Form shall be executed in duplicate and returned, together with the Performance and Payment Bond and insurance certificate within ten days. After execution by the Port, one copy of the signed Agreement will be returned to the Contractor.

**8. INSURANCE**

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Port's recourse to any remedy available at law or in equity.

**A. Minimum Scope of Insurance**

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form, providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or the equivalent and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Port shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Port.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

**B. Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

**DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS**  
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1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respects the Port. Any Insurance, self-insurance, or insurance pool coverage maintained by the Port shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Port.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Contractor shall furnish the Port with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

**F. Subcontractors**

Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor. Upon request from the Port, the Contractor shall provide evidence of such insurance.

**9. PERFORMANCE/PAYMENT BOND**

Pursuant to RCW 39.08.010 the Contractor, prior to commencing work, shall furnish a Performance/ Payment Bond for the full contract sum including sales tax; however, if the Contract Sum does not exceed \$35,000 the Contractor may, in lieu of providing a bond, request the Port retain 50% of the Contract amount earned for a period of 45 days following acceptance of the work or until receipt of all necessary releases and settlement of any liens filed under Chapter 60.20 RCW, whichever is later, at which time the Port in ordinary course of business will make final payment.

**10. PREVAILING WAGES**

The Contractor shall comply with the requirements of RCW 39.12, and shall pay each employee an amount not less than

the Prevailing Rate of Wage, as specified by the Industrial Statistician of the Washington State Department of Labor and Industries (L&I). Before commencement and upon completion of work, the Contractor shall file the forms and pay the filing fees required by L&I. The Contractor shall indemnify and hold the Port harmless from any claims related to the payment or non-payment of such wages by the Contractor. The schedule of Prevailing Wage Rates is incorporated by reference into these Contract Documents.

The prevailing wage rates as provided to the Port by the Industrial Statistician of the Washington State Department of Labor and Industries is available for download at URL <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/>. A copy of the prevailing wage rates is available for viewing at the Port of Olympia offices or may be requested by contacting the Port's contract administrator. In referencing such rates, the Port does not imply or warrant that the Contractor will find labor available at those rates. It is the Contractor's sole responsibility to determine the most current wage rates it will actually have to pay. These rates shall remain in effect for the duration throughout Contractor's performance of the Work.

**11. CONTRACT TIME**

The Contractor shall promptly start work as soon as possible after the effective date of the written Notice to Proceed issued by the Port. The Contractor shall plan and prosecute the work diligently so that the various portions of the work shall be completed within the time set forth herein. Failure to complete the work within the time specified may result in the assessment of damages for avoidable delay in addition to other remedies available to the Port. Avoidable delays in the prosecution of work include those delays which could have been avoided by the Contractor's exercise of care, coordination and foresight.

**12. AUTHORITY OF THE PORT**

The Port will provide a construction site representative and the Contractor shall look to the Representative in matters relating to compliance with Contract requirements. The work shall be done to the complete satisfaction of the Port. The Representative will decide all questions which may arise concerning the quality and acceptability of materials and equipment furnished and work performed, the rate of progress of the work, and interpretation of the contract documents. The Representative has the authority to reject work which is defective or does not otherwise conform to the contract documents. The Representative is not responsible for and will not have control or charge of the means, methods, techniques, sequences, or procedures of construction, or for safety precautions or programs incidental thereto, these being the sole responsibility of the Contractor.

**13. CONTRACT DOCUMENT INTERPRETATION**

The intent of the contract documents is to prescribe a complete work. The Contractor shall furnish all labor, materials, equipment, and incidentals necessary or convenient to complete all parts of the work. Compensation

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for the cost of furnishing the foregoing and for full performance of the contract shall be considered as included in the contract sum.

**14. CHANGES**

The Port may make changes in the work within the scope of this Contract and such changes may be made without notice to any sureties. If any change causes an increase or decrease in the Contractor's cost of, or the time required for the performance of, any part of the work under this Contract, an equitable adjustment will be made consistent with such change and the Contract modified in writing accordingly; provided, however, that the Contractor notifies the Port of the change in cost or time before commencing the changed work. Records pertaining to changes in the work shall be maintained sufficient to document all costs. Failure to maintain and disclose the required records shall constitute a waiver of the Contractor's claim for costs not documented.

The value of any work covered by a change order or of any claim for increase or decrease in the Contract price will be determined by one or more of the following methods in the order of precedence listed below, if not specified in the bidding schedule:

**14. A. UNIT PRICES**

Unit prices set forth in the Contract Documents;

**14. B. LUMP SUM**

Lump sum as agreed, provided that the Contractor may be required to provide a detailed cost estimate for the proposed change;

**14. C. TIME AND MATERIALS**

Time and materials basis at rates set forth in the Contract Documents or, if not specified, as follows:

1. Labor not to exceed applicable Prevailing Rates of Wage, plus 15% for overhead, profit and all other costs incurred in supplying labor;

2. Materials and supplies incorporated in and necessary for the work, plus 15% for overhead, profit and all other costs incurred in supplying the materials and supplies;

3. Equipment, excluding small hand tools, at up to the maximum hourly rates set forth in the current "AGC-DOT Equipment Rental Agreement" at such rates as approved by the Engineer, plus 15% for overhead, profit and all other costs incurred in supplying such equipment;

4. "Overhead" shall include, but not be limited to: field and office engineering, estimating, general superintendence, purchasing, office expense, small hand tools, all applicable taxes (except state and local retail sales tax), bonding and insurance costs, delay, acceleration or other impact and any other costs of doing business;

5. Subcontractor's work costs shall be calculated in accordance with subparagraphs 1 through 4 above. To the total (excluding all markups for overhead and profit) shall be

added 10% for the Contractor's supervision and overhead support;

6. All costs of the Contractor and any subcontractor attributable to a change in the work are either specifically listed or covered by the multipliers specified in paragraphs 1 through 5 above.

**15. QUALITY**

The Contractor shall supervise and direct the work using its best efforts, skills and attention. The Contractor shall be solely responsible for, and shall have full control and charge of construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under the contract. The Contractor is for all purposes an independent Contractor and not an agent or employee of the Port.

Unless otherwise specifically stated in the Contract, the Contractor shall provide and pay for materials, labor, tools, equipment, water, light, power, transportation, supervision, and temporary construction, and other services and facilities of any nature necessary to execute, complete and deliver the work within the Contract Time. Material and equipment shall be new and of a quality equal to or better than that specified. Equipment offered shall be current models which have been in successful regular operation under comparable conditions. The work performed shall be in conformity with the best modern practice of the trade with the intent to secure the best standard of construction and equipment of work as a whole and in part.

**16. SAFETY**

The Contractor shall maintain the work site and perform the work in a manner which meets all legal requirements for the provision of a safe workplace. The Contractor shall comply with safety standards and provisions of applicable laws, building and construction codes, and the safety regulations set forth in "Safety Standards for Construction", Chapter 296-155 WAC, and "General Safety Standards", Chapter 296-24 WAC, issued by the Washington State Department of Labor and Industries.

**17. COMPLIANCE WITH LAWS AND PERMITS**

a) The Contractor shall comply with and give notices required by all laws, ordinances, codes, rules, regulations, and permits relating to the conduct of the work. Except as specifically otherwise provided herein, the Contractor shall obtain and pay for all permits and licenses necessary to conduct the work. The Contractor shall comply with Chapter 49.28 RCW, Hours of Labor.

b) Transportation Worker Identifications Credentials (TWIC)

Transportation Worker Identification Credentials (TWIC): The Transportation Worker Identification Credential (TWIC™) program is a Transportation Security Administration and U.S. Coast Guard initiative. The TWIC™ program provides a tamper-resistant biometric credential (TWIC Card) to

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maritime workers requiring unescorted access to secure areas of port facilities, outer continental shelf facilities, and vessels regulated under the Maritime Transportation Security Act, or MTSA, and all U.S. Coast Guard credentialed merchant mariners.

c) TWIC Escorting

A Transportation Identification Credential (TWIC) is issued and controlled by TSA under 49 CFR §1572. It is an authorized credential for fulfilling the identification requirements for access control. Possession of a TWIC itself does not, on its own, guarantee access to any MTSA regulated facility, including the Port. The individual must also have a valid reason to access the terminal as determined by the Port of Olympia's Marine Terminal personnel (the "Marine Terminal").

It is the Port of Olympia's policy that any personnel who require regular access to the Marine Terminal should obtain a TWIC. This includes Port employees, tenant employees, contractor personnel, and longshoremen. Additionally, any other person seeking unescorted access to any terminal in the USCG's Sector Puget Sound must possess a valid TWIC to gain access. All non-TWIC card holders must be accompanied by an approved TWIC escort at all times while on the Marine Terminal facility.

There are two types of areas in a terminal: restricted and secure access areas. Restricted access areas are generally the marine docks, tank storage areas and offices. All other areas within the fenced property may be defined as secure access areas. In a restricted area, the ratio is one TWIC escort per every 5 non-TWIC holders. For a secure area, the ratio is one TWIC escort per every 10 non-TWIC holders. If the non-TWIC holders are transported in an enclosed vehicle (e.g. van or bus) escorting ratios do not apply as long as the visitors are not allowed to depart the vehicle.

The Escort must have a Port of Olympia TWIC escort endorsement to be an eligible escort. Escorts must agree to the security and safety regulations of our facility. Specifically, escorts must have knowledge of this escorting procedure and how to make emergency notification if the escorted individual(s) are engaged in activities other than those for which escorted access was granted.

Escorting may only be conducted in areas the badge holder has approved access. If other access is required, authorized personnel may escort only by pre-arrangement with the Marine Terminal office and upon completion of an escort permission form. The form establishes an understanding of the escort requirements and responsibilities and is an agreement to accept any liability imposed upon the Port of Olympia by the USCG or any Federal entities for failure of the escort to fulfill those responsibilities. The form is available from the Marine Terminal office.

TWIC escorting privileges are granted at the sole discretion of the Marine Terminal for a period of time determined by the facility. The facility reserves the right to deny granting privileges or to suspend, revoke or deny renewal of escorting privileges previously granted.

Although the sponsoring agency providing a TWIC escort is responsible for the actions of both its visitor and the escort, ultimately the Marine Terminal is responsible for violations. Any escort who fails to perform satisfactorily may be required to leave the facility and may be disqualified from conducting escorts in the future. Furthermore, said person shall be liable for the payment of any fine levied by the United States Coast Guard (USCG). While on the facility all TWIC holders must be able to present a valid TWIC within ten (10) minutes to the USCG or the Marine Terminal personnel. Persons unable to produce a valid TWIC will be escorted off the facility and may be subject to criminal prosecution. The facility may, at its sole discretion, ban any person for any period of time for violation of Federal laws or facility rules and regulations. Those persons who violate access control procedures may be subject to arrest, prosecution and/or loss of facility privileges.

**18. HAZARDOUS MATERIALS**

This Contract requires the exchange of hazardous materials information to prevent injury or illness to Port or Contractor personnel, to comply with WISHA and WAC 296-62-054.

**18. A. AVAILABLE DOCUMENTS**

The Port of Olympia Maintenance Department has available to the Contractor the following:

1. A list of all known hazardous materials in use at the Port of Olympia. Information on each can be obtained by reviewing the Material Safety Data Sheets (MSDS).
2. Precautions to be taken to lessen the possibility of exposure.

**18. B. THE CONTRACTOR SHALL:**

1. Notify all subcontractors and/or suppliers of any hazardous materials the Port of Olympia may have on site.
2. Label any hazardous materials brought on site as to contents, hazard warning, name and address of manufacturer.
3. Provide the following written information, prior to commencement of work:
  - a) A list of hazardous materials to be used during the construction phase of the work, along with the MSDS's.
  - b) A list of any hazardous materials that have been incorporated into the project and will remain on site, along with the MSDS's.

The Contractor shall conduct its work to meet the requirements set forth in the specifications and any applicable laws or regulations related to hazardous or petroleum-contaminated materials encountered during performance of the work.

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The Contractor shall give immediate notice to the Port upon the discovery of any hazardous or petroleum-contaminated materials not specifically identified in the Contract Documents and proceed thereafter only as directed by the Port or as set forth in the specifications. If the material proves positive as containing asbestos, such material shall be handled in compliance with WAC 296-62-077 through 296-62-07753. Hazardous materials include asbestos, PCBs, lead, radioactive materials, explosives and other materials defined as hazardous or dangerous wastes in WAC Chapters 173-303 and 173-305.

**19. PROTECTION OF UTILITIES**

The Contractor shall protect from damage public and private utilities encountered during the work. Prior to beginning work, the Contractor shall give proper notification as required by RCW 19.122.030 to the agencies that have utilities in place, and shall cooperate with these agencies in the protection and relocation of underground utilities, facilities and structures. The number to call is 1-800-424-5555.

**20. PAYMENT AND RETAINAGE**

Upon completion of the work or no more often than monthly, the Contractor shall submit an invoice for work completed to the attention of Accounts Payable at 606 Columbia Street, Suite 300, Olympia, WA 98501. Within 8 days after receipt of invoice, the Port will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount. The Port will make payment within 30 days of receipt of the Contractor's properly completed invoice or receipt of the goods and services, whichever is later.

The Port will pay 95% of the amount of the approved invoice and will retain 5% in accordance with Retainage requirements of Chapter 60.28 RCW, unless the Contractor asks the Port to retain 50% of the payment in lieu of bond in accordance with Paragraph 5 above. Payment shall neither waive or release the Port's rights nor relieve the Contractor of any obligations under this Contract or by law.

Pursuant to Chapter 60.28 RCW, the Port will retain 5% of the Contract Sum for a period of 45 days after date of acceptance, or until receipt of all necessary releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later, at which time the Port in ordinary course of business will make final payment.

**21. WORKERS' BENEFITS**

The Contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW, and shall furnish proof of payment if requested by the Port. If any payment required by Title 50 or Title 51 is not made when due, the Port may retain such payments from any money due the Contractor and pay the same into the appropriate fund.

**22. RECORD DRAWINGS**

Upon completion of work and before requesting final inspection, provide the Engineer with record drawings and all operation and maintenance information showing actual dimensions and locations along with changes made during construction.

**23. COMPLETION OF WORK**

The Contractor shall notify the Engineer when it considers the work complete. If, upon inspection, the Port determines that all work has been completed in accordance with the terms of this Contract, the Port will accept such work, which acceptance shall be evidenced by a written letter of acceptance to the Contractor. The Port shall not be barred by acceptance from requiring the Contractor to remove, replace, repair, or dispose of unauthorized or defective work, material, or equipment or from recovering damages for the same.

**24. GUARANTEE**

**24. A. REPAIRS**

For a period of 365 days after the date of acceptance of the work, the Contractor, upon notification from the Port, shall promptly schedule and make all repairs to the Contractor-furnished materials, equipment and/or workmanship which may be necessary to make such materials, equipment and/or workmanship equal to that specified in the Contract.

**24. B. WARRANTY**

The Contractor shall furnish to the Port any guarantee or warranty furnished as a normal trade practice in connection with the purchase by the Contractor of any equipment or materials; provided, such guarantee or warranty shall be in addition to those specific requirements for particular equipment or work items indicated in the specifications.

**25. NON-DISCRIMINATION**

The Contractor shall fully comply with all federal, state, and local laws, regulations, and ordinances pertaining to non-discrimination and equal employment.

**26. TERMINATION OF CONTRACT**

The Port may terminate the Contract upon written notice to the Contractor whenever the Contractor is deemed to be in default or violates the provisions of the Contract by failing, neglecting, or refusing to proceed according to and in full compliance with the Contract Documents. Upon termination the Port may exclude the Contractor from the site and shall take possession of the work and all of the materials and equipment for which the Port has paid any amount on to the Contractor. The Contractor shall be entitled to payment for portions of the work satisfactorily completed prior to termination, less costs incurred by the Port as a result of the Contractor's default.

The Port shall have the right to terminate this Contract for any reason whatsoever by notice in writing to the Contractor. Upon receipt of such notice, the Contractor shall immediately discontinue work unless the notice specifies otherwise. Upon

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such termination, the Contractor shall be paid in ordinary course of business for all work satisfactorily completed to the date of termination.

**27. INDEMNIFICATION**

The Contractor shall defend, indemnify and hold the Port, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Port.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Port, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and

expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor shall pay all attorney's fees and expenses incurred by the Port in establishing and enforcing the Port's rights under this paragraph, whether or not suit was instituted.

**28. ASSIGNMENT OF CONTRACT**

The Contractor shall not assign this contract, or subcontract the work, in whole or in part, except with the prior written consent of the Port. The Contractor shall require each subcontractor to comply with the requirements of these Contract Documents. Subcontractors will not be recognized as having a direct relationship with the Port, nor are subcontractors intended or incidental third-party beneficiaries to this Contract.

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**Section 00 73 19 – Health and Safety Provisions**

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**PART 1 – GENERAL**

**1.01 RELATED WORK SPECIFIED ELSEWHERE**

- A. The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions, and General Requirements apply to this work as if specified in this section.

**1.02 DESCRIPTION OF WORK**

- A. The work includes the requirements for health and safety provisions necessary for all work at the site for this project. Work at the site includes work over water and exposure to the elements.
- B. Failure on the part of the Contractor to follow its Health and Safety Plan(s) or to conduct work in an unsafe manner may result in suspension of the work by the Port. The Contractor shall not be entitled to extra compensation for health and safety related suspensions, nor shall the Contract completion date be extended.

**1.03 APPLICABLE LAWS AND REGULATIONS**

- A. The Contractor shall perform all work in compliance with the applicable provisions of the Washington Industrial Safety and Health Act, as well as other applicable federal, state, and local laws, regulations, and permits. The Contractor is fully responsible for planning and executing all the Work under this Contract in a manner that meets the regulatory requirements of Chapter 296-843 of the Washington Administrative Code (WAC) for protecting the health and safety of workers and the public.
- B. While performing the work, the Contractor may be subject to on-site inspections by regulatory inspectors from the Washington State Department of Labor and Industries, and other federal, state, or local agencies. If the Contractor is found to be in violation of pertinent regulations, the Contractor shall cease all work immediately, notify the Port, and correct the violation. Standby time required to resolve such violation shall be at the Contractor's sole expense.

**PART 2 – PRODUCTS**

**2.01 MATERIALS**

- A. The Contractor shall provide all health and safety equipment and supplies (e.g. life jackets) necessary to support the Contractor's and subcontractors work.
- B. All personnel shall be trained to operate the appropriate safety equipment that would be utilized during the course of their work. It is the responsibility of the Contractor's Site Safety and Health Officer to ascertain that all safety equipment is being used appropriately.

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- C. All equipment and supplies shall be kept in proper working order.

**PART 3 – EXECUTION**

**3.01 PREPARE HEALTH AND SAFETY PLAN**

- A. Prior to the start of any work, the Contractor shall prepare a general Health and Safety Plan (HASP) which meets all the requirements of WAC 296-843-100 as well as other applicable local, state and federal laws, regulations. A copy of the HASP shall be kept on site and made available for inspection by the Port and any government agency performing a health and safety inspection.
- B. Each organization with on-site workers is expected to prepare a HASP. The Contractor can submit one comprehensive HASP for all Contractor and subcontractor work, or subcontractors can prepare separate plans at no additional cost to the Port.

**3.02 SITE SAFETY AND HEALTH OFFICER**

- A. The Contractor shall provide a person designated as the Site Safety and Health Officer, who is thoroughly trained in rescue procedures and the use of all necessary safety equipment. The person must be present at all times while work is being performed and conduct testing, as necessary.
- B. The Site Safety and Health Officer shall be empowered with the delegated authority to order any person or worker on the project site to follow the construction and health and safety rules. Failure to observe these rules is sufficient cause for removal of the person or worker(s) from this project.
- C. The Site Safety and Health Officer is responsible for determining the extent to which any safety equipment must be utilized, depending on conditions encountered at the site.

**3.03 IMPLEMENT HEALTH AND SAFETY PLAN**

- A. The Contractor shall perform whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees of the Engineer, Engineer's Representative, and Contractor) and property during the contract period. This requirement applies continuously and is not limited to normal working hours.
- B. The Contractor shall inform all persons entering the site, including Contractor employees, subcontractor employees, and visitors, of the potential danger associated with construction. The Contractor shall maintain proof that all on-site persons have read the Site Health and Safety Plan and are aware of the site hazards.



## **DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS**

### **Section 00 73 19 – Health and Safety Provisions**

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- C. The Engineer's review of the Contractor's submittals and performance does not include approval of the adequacy of the Contractor's Site Safety and Health Officer, the site-specific HASP, safety program or any safety measures taken in, on, or near the construction site.
- D. The Contractor shall conduct regular on-site health and safety meetings and include other on-site workers such as subcontractors, the organization(s) conducting oversight, and third party samplers. The Contractor shall also brief on-site visitors about pertinent health and safety matters.
- E. Accidents causing death, injuries, or damage must be reported immediately to the Engineer in person or by telephone or messenger. In addition, promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.
- F. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing within 24 hours after occurrence, to the Engineer, giving full details of the claim.

#### **PART 4 - MEASUREMENT AND PAYMENT**

All costs associated with this section shall be considered incidental to the project and shall not be measured separately for payment.

END OF SECTION

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01 35 43 – Environmental Controls**

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PART 1 – GENERAL

1.01 RELATED WORK DESCRIBED ELSEWHERE

- A. The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions, Appendices, and other sections of the Contract Documents, apply to this work as if specified in this section.
- B. Work related to this section is described in:  
Section 00 73 19 Health and Safety Provisions

1.02 DESCRIPTION OF WORK

- A. The work includes the requirements to maintain environmental controls by the Contractor until the acceptance of the Contract.

1.03 SITE MAINTENANCE

- A. The Contractor shall keep the project areas, staging areas, and Contractor's facilities clean and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary. Upon completion of the work and before final acceptance, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance in conformance with the present condition of the site.
- B. Cleanup:
  - 1. Waste material of any kind shall not be permitted to remain on the site of the work or on adjacent streets. Immediately upon such materials becoming unfit for use in the work, they shall be collected, carried off the site, and properly disposed of by the Contractor.
  - 2. The Contractor shall keep all buildings occupied by the Contractor clear of all refuse, rubbish, and debris that may accumulate from any source and shall keep them in a neat condition to the satisfaction of the Engineer.
  - 3. In the event that waste material, refuse, debris, and/or rubbish are not removed from the work by the Contractor, the Port reserves the right to have the waste material, refuse, debris and/or rubbish removed, and the expense of the removal and disposal charged to the Contractor.
  - 4. Paints, solvents, hydraulic oils, fuels, and other construction materials shall be handled with care to prevent entry of contaminants into storm drains, surface waters, or soils.
- C. Street Cleaning:
  - 1. Not Used

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01 35 43 – Environmental Controls**

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1.04 AIR POLLUTION CONTROL

- A. Not used.

1.05 NOISE CONTROL

- A. All work shall be limited to the hours of 7:00 am and 7:00 pm.
- B. The Contractor shall comply with all local, state and federal controls and noise level rules, regulations, and ordinances that apply to any work performed by the Contractor pursuant to the Contract.

1.06 COMPLIANCE WITH ENVIRONMENTAL PLANS AND DOCUMENTS

- A. Not used

1.07 TREE AND PLANT PROTECTION

- A. Temporary Tree Protection:
  - 1. Not used
- B. Existing Vegetation Protection:
  - 1. Not used

1.08 SURFACE WATER AND GROUNDWATER

- A. The Contractor shall make every effort to prevent any items from entering the water. Any fuels or lubricants must be prevented from spilling into the water.

1.09 OIL SPILL PREVENTION AND CONTROL

- A. The Contractor shall be responsible for prevention, containment, and cleanup of spilling of oil, fuel, and other petroleum products used in the Contractor's operations. All such prevention, containment, and cleanup costs shall be borne by the Contractor.
- B. The Contractor is advised that discharge of oil from equipment or facilities into state waters or onto adjacent land is not permitted under state water quality regulations.
- C. The Contractor shall, at a minimum, take the following measures regarding oil spill prevention, containment, and cleanup:
  - 1. Fuel hoses, lubrication equipment, hydraulically-operated equipment, oil drums, and other equipment and facilities shall be inspected regularly for drips, leaks, or signs of damage, and shall be maintained and stored properly to prevent spills. Proper security shall be maintained to discourage vandalism.
  - 2. All visible floating oils shall be immediately contained with booms, dikes, or other appropriate means and removed from the water prior to discharge into state waters. Waste materials shall be temporarily stored in drums or other leak-proof containers after

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01 35 43 – Environmental Controls**

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cleanup and during transport to disposal. Waste materials shall be disposed off property at an approved site.

3. In the event of any oil or product discharges into public waters, or onto land with a potential for entry into public waters, the Contractor shall immediately notify the Port's Environmental Program Manager (360-528-8020), and the Port shall notify the following agencies at their listed 24-hour response numbers:

- a. Washington State Department of Ecology, Southwest Regional Office: 360-407-6300.

- b. U.S. Coast Guard: 206-217-6002.

- D. Any and all spills, discharges, leaks, or other release of materials to the site soils or adjacent waters shall be immediately reported to the Port.

**1.10 CONTAMINATED SOILS**

Not used

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**PART 4 - MEASUREMENT AND PAYMENT**

All costs associated with this section shall be considered incidental to the overall project and shall not be measured separately for payment.

END OF SECTION

**DIVISION 1 - GENERAL REQUIREMENTS**  
**Section 01 70 00 - Project Closeout**

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PART 1 - GENERAL

- A. RELATED WORK DESCRIBED ELSEWHERE
- B. The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions, and other sections of the General Requirements apply to this work as if specified in this section. Work related to this section is described throughout the specifications.
- C. Prior to requesting final inspection, the Contractor shall assure itself that the project is complete in all aspects.

PART 2 - PRODUCTS

2.01 WARRANTY

- A. The Contractor warrants the labor, materials and equipment delivered under the contract to be free from defects in design, material, or workmanship, and against damage caused prior to final inspection. Unless otherwise specified, **this warranty extends for a period of one (1) year from the date of Substantial Completion.**
- B. The Contractor shall promptly repair or replace all defective or damaged items delivered under the contract. The Contractor may elect to have any replaced item returned to Contractor's plant at Contractor's expense.
- C. In the event of equipment failure, during such time or in such a location those immediate repairs are mandatory, the Contractor shall respond promptly, irrespective of time. If the Contractor is not available, the Port will effect repairs. The Contractor shall then reimburse the Port for parts and labor necessary to correct deficiencies as defined within the warranty clause and time.

PART 3 - EXECUTION

3.01 FINAL DOCUMENTS

- A. Not used.

3.02 CLEAN-UP

- A. Final clean-up and clean-up during the course of the work shall include the following:
  - 1. General: Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste.
  - 2. Timing: Schedule final cleaning as approved by the Port Representative to enable the Port to occupy a completely clean project.

END OF SECTION

**Project #MB2001: Upgrade Swantown Marina Power  
Distribution System**

**RFP #2020-1022**

**ATTACHMENT “D”**

**PORT OF OLYMPIA PUBLIC WORKS CONTRACT SAMPLE**



## 2020 Marina Power Pedestal & Electrical Upgrades

Capital Project # MB2001  
Public Works Contract No. 2020-1022

THIS AGREEMENT entered into by and between the **Port of Olympia**, a municipal corporation of Thurston County, Washington, hereinafter called *the Port*, and **Contractor Name**, hereinafter called *the Contractor*.

WHEREAS the Port, by authority in it vested, has awarded the Contractor a contract for furnishing all the labor, equipment, materials and services necessary to complete the work described in the Contract Documents, on the Port of Olympia properties. This is an Open Order Contract for work to be accomplished as bid, for the Not To Exceed Sum of \$ 000 (XXX, and zero/one-hundredths dollars), including Washington State Sales Tax. This work will be performed in accordance with the Request for Proposaal #2020-1022, Contract Documents and the bid of the Contractor. The Contractor has accepted such award, and said Contract Documents and bid are made a part hereof as though fully set out herein. **This agreement will expire on December 31, 2020.**

NOW THEREFORE, this Agreement has been executed and is active as of the date written below.

**PORT OF OLYMPIA**

**CONTRACTOR NAME**

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Sam Gibboney  
Executive Director

Date

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Signatory  
Title

Date

**Exhibit A**

#2020-1022

2020 Marina Power Pedestal & Electrical Upgrades  
Capital Project # MB2001

Contractor Name

**Contractor Bid**

*(# of embedded pages)*



**Exhibit B**

#2020-1022

2020 Marina Power Pedestal & Electrical Upgrades  
Capital Project # MB2001

Port of Olympia

**Contract Specifications & Requirements**

*(# of embedded pages)*

**Exhibit C**

#2020-1022

2020 Marina Power Pedestal & Electrical Upgrades  
Capital Project # MB2001

Port of Olympia

# **Request for Proposal**

*(# of embedded pages)*