BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

RESOLUTION

NO.: 2010- 36

TO AWARD BID FOR KITTITAS COUNTY JAIL MECHAINICAL REPAIRS.

WHEREAS: Kittitas County went out to bid for Jail Mechanical Repairs;

WHEREAS: Sealed bids were opened on March 18, 2010, at the Kittitas County Courthouse if the Commissioners Auditorium, 205 West 5th Ave, Ellensburg, Washington; and

WHEREAS: Bids were received from four general contractor; and

WHEREAS: Kittitas County Staff along with Hultz BHU Engineers, Inc. reviewed the bids received; and

WHEREAS: Holmberg Company was the lowest responsible bidder; and

NOW, THEREFORE BE IT RESOLVED: That the Kittitas County Board of Commissioners hereby awards the bid for the Jail Mechanical Repairs to Holmberg Company for $1,258,900 for the Base Bid and Alternates 1A, 2, and 3, this amount does not include sales tax.

ADOPTED this 6th day of April 2010.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

Mark McClain, Chairman

Paul Jewell, Vice-Chairman

Alan Crankovich, Commissioner

COUNTY COMMISSIONERS SEAL KITTITAS COUNTY WASHINGTON

ATTEST:
CLERK OF THE BOARD

Julie A. Kjorsvik

AIA Document A101™ - 1997

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a STIPULATED SUM.*

AGREEMENT made as of the Sixth day of April in the year of Two Thousand and ten.
(In words, indicate day, month and year)

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

Kittitas County
411 North Ruby Street
Ellensburg, WA 98926

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

Holmberg Company
1128 8th Street
Kirkland, WA 98033
425-822-2233

The Project is:
(Name, and location)

Kittitas County Jail
205 W 5th Ave
Ellensburg, WA 98926
Replace jail cell plumbing fixtures, repair HVAC units, new controls, new boiler and pumps.

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

Hultz/BHU Engineers
2407 North 31st Street, Suite 200
Tacoma, WA 98407
253-383-3257

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date to be fixed in a "Notice to Proceed (NTP)"

If, prior to the commencement of the Work, the Owner requires time to file mortgage, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

Not Applicable.

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than as stipulated in the contract documents

Portion of Work	Substantial Completion Date
All Work	203 days from Notice to Proceed (NTP)

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million, Two Hundred Thirty Five Thousand, and Four Hundred Dollars ($1,235,400.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate 1 A – New Kitchen commercial resilient sheet flooring.
Alternate 2 – Replace select plumbing fixtures.
Alternate 3 – Repair jail cell ceilings.

§ 4.3 Unit prices, if any, are as follows:

Description	Units	Price ($ 0.00)
Not applicable		

§ 4.4 Allowances included in the Contract Sum, if any:

Description	Units	Price ($ 0.00)
Not applicable		

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

As stated in the Contract Documents.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

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

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201™–1997;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–1997.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Not applicable.

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

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–1997, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

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

No later than 45 days after issuance of the Architect's final certificate for payment.

ARTICLE 6 TERMINATION OR SUSPENSION
§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS
§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201–1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

No interest paid.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:
(Name, address and other information)

Patti Johnson
Kittitas County
205 West 5th Ave, Suite 10
Ellensburg, WA 98926
509-962-7070

§ 7.4 The Contractor's representative is:
(Name, address and other information)

Wade Bailor
Holmberg Company
1128 8th Street
Kirkland, WA 98033
425-822-2233

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

§ 7.6 Other provisions:

Not Applicable.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AID Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated February 18, 2010:

Document	Title	Date	Pages
Section 00710	Supplementary Conditions	February 18, 2010	17

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Title of Specifications exhibit: See Exhibit A Attached.

Section	Title	Date	Pages
Project Manual	Kittitas County Jail – Mechanical Repairs	February 18, 2010	

§ 8.1.5 The Drawings are as follows, and are dated February 18, 2010 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
See Exhibit B attached.

Number	Title	Date
G1.0-5.0; A1.0-6.0; M0.1-4.2; E0.1-6.1	Kittitas County Jail – Mechanical Repairs	February 18, 2010

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum 1	February 25, 2010	7
Addendum 2	March 12, 2010	30

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

See Supplementary Conditions 00710 located in Project Manual for listing of items comprising the Contract Documents.

This Agreement entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Kittitas County Mark McClain	Holmberg Company Wade Bailor
(Printed name and title)	*(Printed name and title)*