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## ADDENDUM NO. 3

December 11, 2023

ALDER HOUSE RENOVATION  
South Bend, Washington

The following addendum items shall become part of the Contract Documents for the above referenced project.

## PROJECT MANUAL

**Item No. 1:** Section 001113 – ADVERTISEMENT FOR BIDS

1.2 Bid Submittal and Opening

**Bid Date:** December 21, 2023  
**Location:** HOSWWA, 820 11th Ave, Longview, WA 98632  
**Until:** 3:00 PM, local time

**Item No. 2:** Section 009100 – SPECIAL CONDITIONS

Replace section in its entirety with the one attached. Changes are highlighted.

**Item No. 3:** Section 142400 – HYDRAULIC PASSENGER ELEVATORS

The contact person at TKE:  
Lars Wollum, Senior Modernization Representative  
M: 253-219-9826, lars.wollum@tkelevator.com  
TK Elevator Corporation | 7006 27th Street West, Suite A | University Place, WA 98466

**Item No. 4:** Section 142400 – HYDRAULIC PASSENGER ELEVATORS

1.1 Description of Work

**Clarification:** *General Contractor shall include Elevator Modernization scope in the base bid. General Contractor shall coordinate and include scopes as required by other trades for a complete, functional elevator (section 1.9).*

*5-year maintenance contract (section 1.16) will be held by Owner and shall not be included in bid.*

**DRAWINGS**

**Item No. 5:** Replace **Sheet E802** in its entirety with the one attached.

**\*\*END OF ADDENDUM\*\***

DOCUMENT 009100 - SPECIAL CONDITIONS

1.1 GENERAL

- A. All applicable Federal, State and Local codes, ordinances and regulations shall apply to this Work. Without limiting the generality of the foregoing, special attention is directed to Title 39 of RCW, "Public Contracts and Indebtedness". Certain parts of Title 39 RCW are addressed in these Special Conditions, but all applicable provisions of Title 39 RCW shall be complied with whether or not addressed herein.

2.1 CONTRACTOR'S LICENSE

- A. Contractor and all of Contractor's subcontractors for this Work shall be licensed as required by the State of Washington.

3.1 TIME FOR COMPLETION

- A. All Work in this Contract shall be substantially complete within 365 consecutive calendar days from the Notice to Proceed. Extensions may be granted due to conditions beyond the control of the Contractor or his Subcontractors. Validity of such conditions shall be determined solely by the Architect.

A Notice to Proceed ("NTP") with construction will be issued by the Owner on or about **April 1, 2024.**

4.1 SUBSTANTIAL COMPLETION

- A. The Project shall be deemed to have achieved "Substantial Completion" when all of the following have occurred:
  - 1. The Project architect has issued a Certificate of Substantial Completion (AIA Form G704 or the equivalent);
  - 2. The Project is capable of being beneficially occupied for its intended use;  
and
  - 3. A certificate of occupancy or the equivalent governmental permit has been issued that allows the Project to be occupied.

5.1 LIQUIDATED DAMAGES

- A. Liquidated damages of \$1000.00 per day shall be paid by the Contractor to the Owner for each day beyond Time for Completion that construction is required for completion of the Work. Completion shall be considered the date on which the Architect issues a Certificate of Substantial Completion. Substantial Completion shall be as determined solely by the Architect.

## DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS

### 6.1 FINAL COMPLETION

- A. Final Completion shall occur within 30 days of Substantial Completion. The Project shall be deemed to have achieved “Final Completion” when all of the items set forth in Section 4 hereof have occurred and all of the following additional items have occurred:
  - 1. The Project architect has issued a Final Certificate for Payment;
  - 2. All punch list items have been completed to the satisfaction of the Project architect and Owner; and
  - 3. Owner has received full and final lien waivers from the Contractor and all subcontractors and material suppliers, irrespective of tier, together with a Contractor’s affidavit or sworn statement covering all Work for the Project.

### 7.1 RETAINAGE

- A. In connection with each disbursement on account of any hard cost item due, an amount (the “Retainage”) equal to five percent (5%) of that portion of the Contract sum allocable to each portion of the Work completed shall be deducted from each progress payment under the Contract. The Retainage, less any deductions from the Contract sum provided for under the Contract, shall be paid upon Final Completion of the Work and in accordance with Chapter 60.28 RCW. In lieu of retainage, the Contractor may submit a retainage bond.

### 8.1 BOND

- A. Performance (AIA Document A312-2010) and Payment Bonds (AIA Document A312-2010) equal to 100% of the contract amount shall be furnished by the Contractor, as specified in the General Conditions. Bonds will be required for all subcontractors with bids over \$250,000.00 and may be required of others.

### 9.1 SPECIAL PAYMENT REQUIREMENTS

- A. Before payment is made to the Contractor of any sums due under this Contract, the Owner must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages", approved by the Washington State Department of Labor and Industries.
- B. Upon completion of this Contract, the Owner must receive from the Contractor and each Subcontractor a copy of "Affidavit of Wages Paid" approved by the State Department of Labor and Industries. In addition, the Owner must receive from the Contractor a copy of "Request for Release" approved by the State Department of Labor and Industries. These affidavits will be required before any funds retained are released to the Contractor. Forms may be obtained from the Department of Labor and Industries. A fee for each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to the Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries.

## DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS

### 10.1 WAGE RATES

- A. This project is subject to Federal Davis Bacon wage rates. No workmen, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the wage rate as determined by the Davis-Bacon Wage Determination as published at SAM.gov.
- B. It shall be the sole responsibility of the Contractor to assign the appropriate classification to all laborers, workers or mechanics that perform any work pursuant to this Contract, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries. It shall also be the Contractor's sole responsibility to ascertain the applicable prevailing rate of wage for each such classification.  
|  
The Contractor shall maintain a list containing each such classification and the prevailing rate of wage for each classification for all work performed on this Contract. The Contractor shall provide this list to all subcontractors and the Owner at the commencement of Work. Laborers, workers, and mechanics must be paid in full at least once each week and in lawful money of the United States.
- C. The Contractor shall require Subcontractors to list wage rates used in their bid. Contractor shall ensure the proper residential rate is used for each trade.
- D. The Contractor shall be responsible for compliance of all subcontractors with payroll reporting requirements and payment of prevailing wages. The Contractor shall require that all persons doing any portion of the Work shall be employed by the Contractor or a subcontractor and are paid by the Contractor or subcontractor and not by or through any third party. Failure to pay the applicable wage rate to workers, laborers, and mechanics employed on the project is a material breach of the contract and subject to investigation and may result in civil and/or criminal liability.

### 11.1 TAXES

- A. **Sales tax will not be charged to the Owner for Labor.** Contractor shall pay all applicable State and Local Taxes in the fulfillment of all specifications and other terms of this contract for materials. Contractor shall include Washington State Sales Tax on the lump sum bid (for only materials used in conjunction with this project). The amount of tax reported and paid by the Contractor to the Washington State Department of Revenue due to any and all payments made to the Contractor for the work performed under this contract shall be coded to the proper local or county authority by using the proper tax location code. The tax location code for South Bend is: 2504.
- B. Additionally, the Contractor shall require all subcontractors performing work under this Contract to use the proper tax code location in reporting tax to the Washington State Department of Revenue for the payments they receive from the Contractor.
- C. The Contractor shall provide to the Owner copies of all State tax returns showing that the tax has been reported in compliance with the above paragraphs.

## DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS

### 12.1 USE OF APPRENTICES

- A. Contractor and Subcontractors shall comply with State of Washington Apprenticeship Participation requirements as specified on the instruction sheet and participation sheet included in this Project Manual. The Contractor shall provide that 15% of all hours needed to complete the project are apprentice hours. The 15% of hours can be provided totally in one trade or can be distributed to all trades. Monthly reports will be filed with the Architect and Owner showing how this requirement will be met.

### 13.1 INADVERTANT DISCOVERY

- A. During excavation should artifacts be discovered, cease all excavation activities and notify the Owner and Architect immediately. Under the Native American Graves Protection and Repatriation Act (NAGPRA) states that Native American remains and associated funerary objects belong to lineal descendants. If lineal descendants cannot be identified, then those remains and objects, along with associated funerary and sacred objects, and objects of cultural patrimony belong to the tribe on whose lands the remains were found or the tribe having the closest known relationship to them.

### 14.1 DEBARMENT AND SUSPENSION

- A. The Contractor shall provide certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order No. 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

### 15.1 CHANGE ORDER MARK-UP

- A. When a Change Order involves an increase in the Contract Sum, allowances for combined overhead and profit shall be computed as follows:

- 10% on direct costs of Prime Contractor's work;
- 10% Subcontractor Markup on Subcontractor's direct costs;
- 5% on direct cost of equipment requiring no labor for installation;
- 10% Prime Contractor Markup on Subcontractor's direct costs.

### 16.1 UTILITY CONNECTION AND OTHER FEES

- A. Utility connection fees, if any, shall be paid by the Owner. The Contractor shall pay these fees and the Owner shall reimburse the Contractor outside the contract for construction. The Building Permit and associated Plan Review fees shall be paid by the Owner prior to the start of construction. All other required fees and permits shall be paid for and obtained by the Contractor.

### 17.1 OTHER REQUIREMENTS

- A. Contractor and Subcontractors may also be required to submit, as determined by the Owner, Non-Collusion Affidavit, Statement of Non-Discrimination, and Equal Employment Opportunity Certification. Minority-Owned and Women-Owned firms are encouraged to submit bids.

## DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS

- B. Construction Schedule, Subcontractor List, Performance and Payment Bond shall be received and approved by the Owner prior to the issuance of the Notice to Proceed.
- C. Contractor shall be required to submit a list of subcontractors and subcontract amounts. Contractors may also be required to submit copies of subcontracts which exceed \$100,000.00. Contractor shall submit Interim Lien / Claim Waiver with each application for payment.

### 18.1 BIDDER RESPONSIBILITY CRITERIA

- A. It is the intent of the Owner to award a contract to the “responsible” bidder submitting the lowest “responsive” bid for the project. Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. In addition, the bidder may be required by the Owner to submit documentation demonstrating compliance with these requirements. The bidder must at the time of bid submittal:
  - 1. Have a certificate of registration in compliance with chapter 18.27 RCW;
  - 2. Have a current state unified business identifier number.
  - 3. Have industrial insurance coverage for the bidder’s employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
  - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
  - 5. 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 date of the bid solicitation;
  - 6. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its website. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption; and
  - 7. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice

## DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS

of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

### A. SUBCONTRACTOR RESPONSIBILITY

1. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
  - a) Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  - b) Have a current Washington Unified Business Identifier (UBI) number;
  - c) Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW; A Washington Employment Security Department number, as required in Title 50 RCW; A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW; An electrical contractor license, if required by Chapter 19.28 RCW; An elevator contractor license, if required by Chapter 70.87 RCW.
  - d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

### 19.1 SUPPLEMENTAL BIDDER CRITERIA

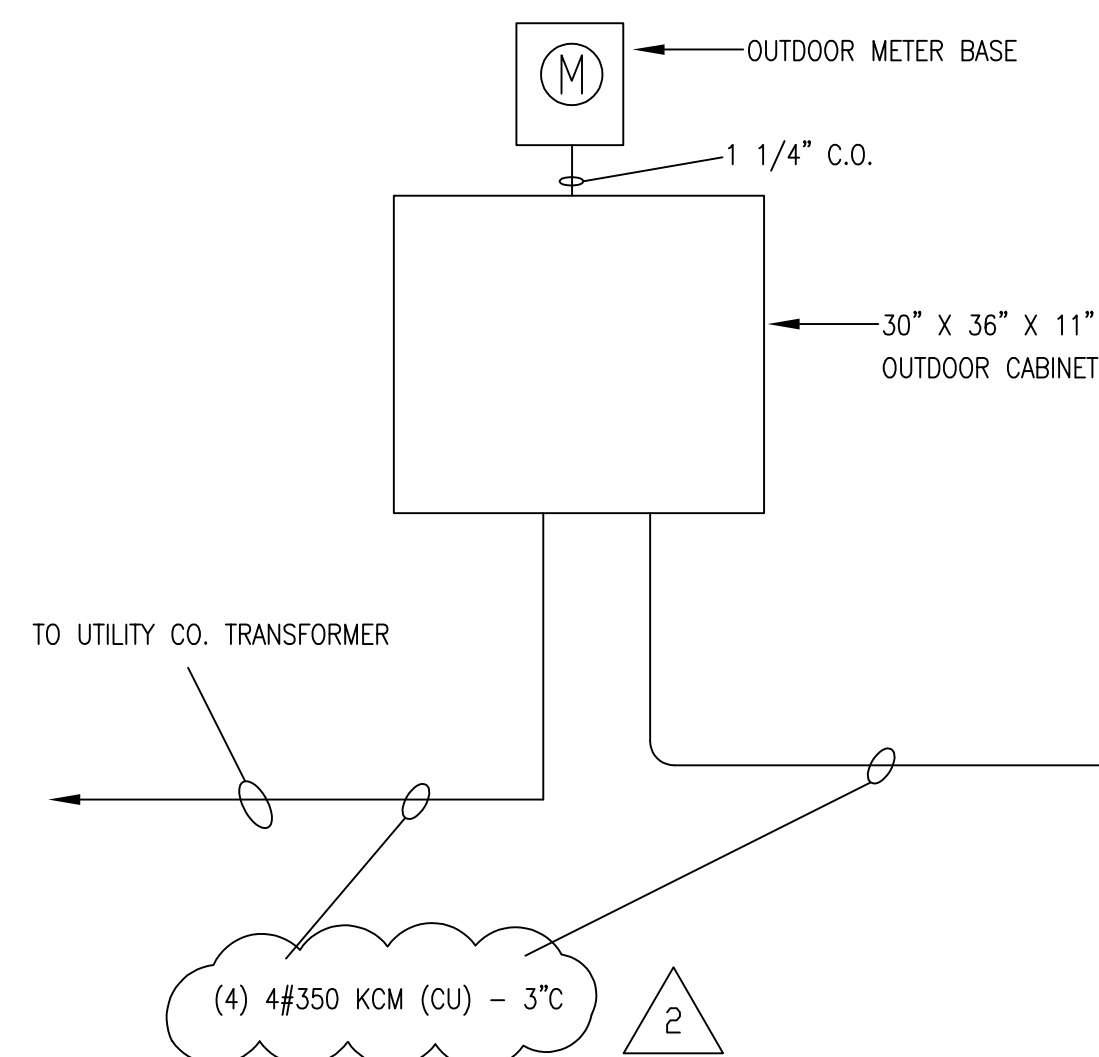
- A. Pursuant to RCW 39.04.350 the Owner has established relevant Supplemental Bidder Responsibility Criteria applicable to this particular project for determining bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a bidder is not responsible.
- B. The Bidder, by written request in a timely manner but not later than seven (7) days prior to bid opening, may request the Owner's modify the supplemental criteria. Requests should be addressed to ZBA Architecture. The Owner will evaluate the request submitted by the potential bidder and respond before the bid submittal deadline. If the evaluation results in a change of the criteria, the Owner will issue an addendum to the bidding documents identifying the new criteria.



DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS

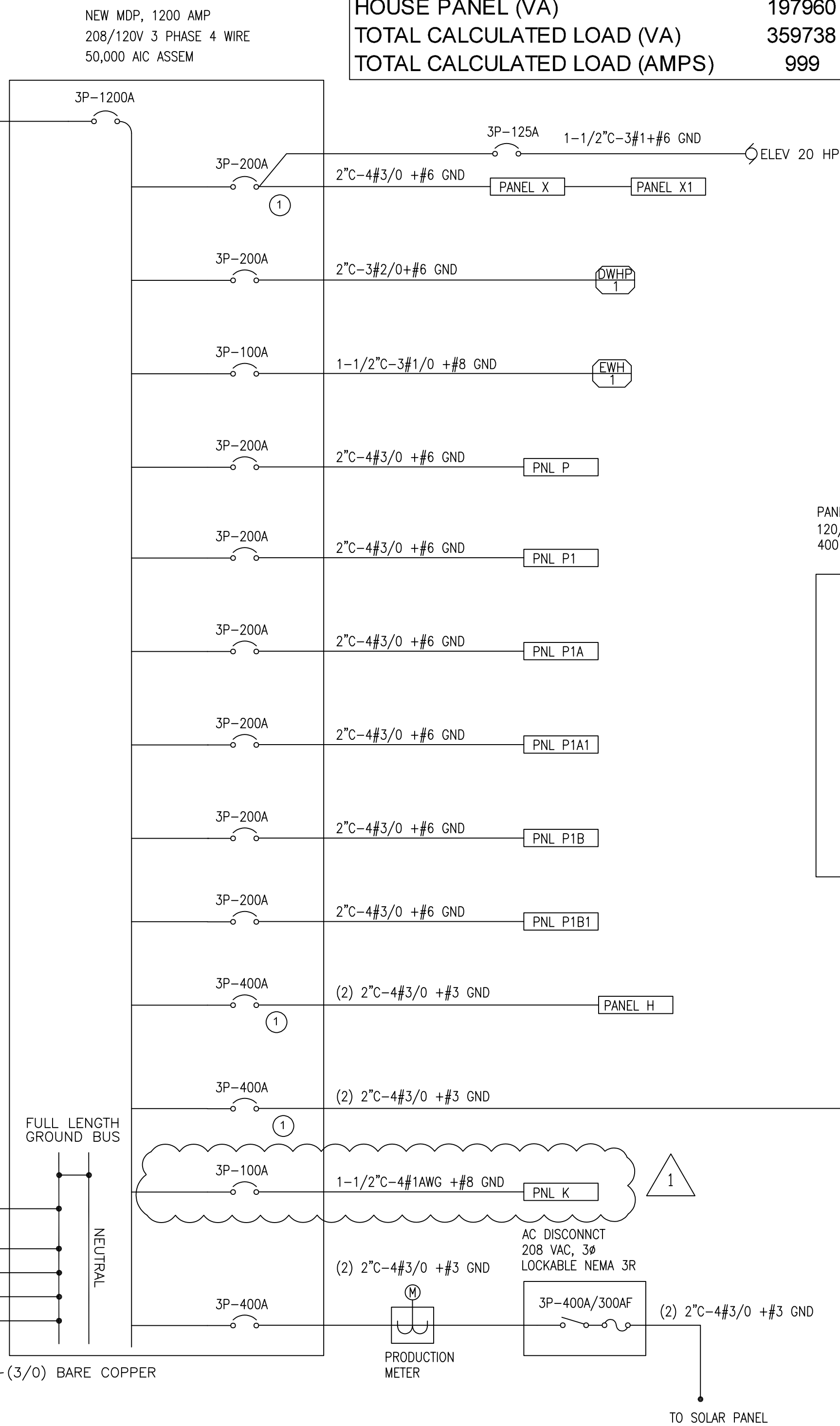
- C. The bidder must meet the following relevant supplemental bidder responsibility criteria applicable to the project. Projects may qualify for more than one criteria.
1. Satisfactory experience of no less than two (2) projects in the past seven (7) years, acting as general contractor, **consisting of constructing new or substantial renovation of state or federally funded affordable housing facilities**. The projects listed must be of a similar scope of work to this project, with a total direct cost of construction (excluding design fees, furnishings, equipment, financing, legal fees, sales tax, and other pre- and post-construction expenses) of over \$3,000,000 per project.
  2. Satisfactory experience of no less than two (2) **Public Works projects** (RCW 39.04) for Washington State or any Washington municipality therein in the past seven (7) years, acting as a general contractor. "Municipality" includes any city, county, town, port district, district, or other public agency authorized by law to require the execution of Washington State public work. The total combined value of the projects listed must have a total direct cost of construction (excluding design fees, furnishings, equipment, financing, legal fees, sales tax, and other pre- and post-construction expenses) of over \$4,000,000.
- D. Documentation: Bidding General Contractors shall submit AIA Document A305 and the Qualification Questionnaire included at the end of this Section with their bids as set forth in Section 00113.
- E. Appeal of Bidder Criteria: If a bidder that has been determined to be “not responsible,” the bidder so determined may appeal the determination to the Owner’s Representative within two (2) business days after receiving notification of the determination by providing (i) the basis for the objection, (ii) any additional information which bidder believes will bears on the appeal and (iii) an email address where the Owner’s final determination can be delivered. The Owner will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the Owner will not execute a contract with any other bidder until two business days after the bidder determined to be not responsible has received the final determination which may be transmitted by any means, including electronic mail.

END OF DOCUMENT 009100



### BUILDING LOAD CALCULATIONS

BUILDING	MDP
NUMBER OF STUDIO UNITS	24
NUMBER OF 1 BEDROOM UNITS	11
TOTAL LOAD (VA)	539259
DEMAND FACTOR	30
TOTAL DWELLING LOAD (VA)	161778
HOUSE PANEL (VA)	197960
TOTAL CALCULATED LOAD (VA)	359738
TOTAL CALCULATED LOAD (AMPS)	999



1 NEW ONE-LINE DIAGRAM  
NOT TO SCALE

**GENERAL NOTES:**

1. GROUND ENTIRE ELECTRICAL SERVICE AS SHOWN. PROVIDE NEW GROUND RODS. CONNECT TO WATER SERVICE AND STRUCTURAL STEEL.

**KEYED NOTES:**

1 RECONNECT EXISTING SERVICE FEEDERS TO MAIN DISTRIBUTION PANEL. GROUND PANEL PER NEC.

### DWELLING UNIT LOAD CALCULATIONS NEC 220.82 1 BDRM

AREA	605 SQ FT
UNIT LOAD	3 VA/SQ FT
GENERAL LIGHTING/RECEPTACLE LOAD	1815 VA
SMALL APPLIANCE CIRCUITS	3000 VA
ELECTRIC RANGE	8000 VA
REFRIGERATOR	800 VA
MICROWAVE	1500 VA
FANS	144 VA
TOTAL NON HEATING	15259 VA
FIRST 10 KVA	10000 VA
REMAINDER AT 40%	2104 VA
TOTAL NON HEATING DEMAND	12104 VA
AIR CONDITIONING	0 VA
HEATING	1965 VA @ 65%
LARGEST OF AC, HEAT	1277 VA
TOTAL CALCULATED LOAD	13381 VA
AMPERES ON 120/208V, 3 PHASE SERVICE	37 AMPS

### DWELLING UNIT LOAD CALCULATIONS NEC 220.82 STUDIO

AREA	300 SQ FT
UNIT LOAD	3 VA/SQ FT
GENERAL LIGHTING/RECEPTACLE LOAD	900 VA
SMALL APPLIANCE CIRCUITS	3000 VA
ELECTRIC RANGE	8000 VA
REFRIGERATOR	800 VA
MICROWAVE	1500 VA
FANS	144 VA
TOTAL NON HEATING	14344 VA
FIRST 10 KVA	10000 VA
REMAINDER AT 40%	1738 VA
TOTAL NON HEATING DEMAND	11738 VA
AIR CONDITIONING	0 VA
HEATING	840 VA @ 65%
LARGEST OF AC, HEAT	546 VA
TOTAL CALCULATED LOAD	12284 VA
AMPERES ON 120/208V, 3 PHASE SERVICE	34 AMPS

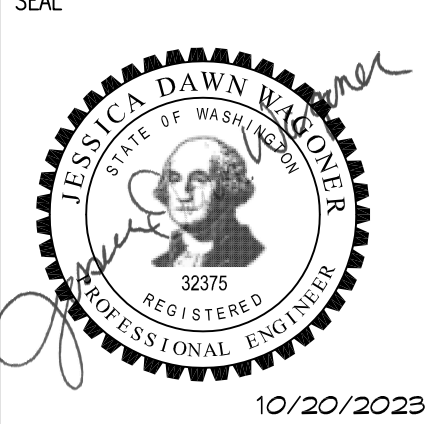


12.04.2023	HMR	
12.11.2023	HMR	
No.	DATE	BY

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SHEET TITLE  
ONE-LINE DIAGRAM

PROJECT TITLE  
**ALDER HOUSE - RENOVATION**  
ASSISTED LIVING FACILITY  
SOUTH BEND, WASHINGTON



PROJECT NO.	2236
DRAWN	HMR
CHECKED	JDM
DATE	10/20/2023
DRAWING NO.	

**E802**