

# KING COUNTY LIBRARY SYSTEM

MULTIPLE LIBRARIES

DISPLAY SHELVING PROJECT

SPECIFICATIONS

January 13, 2012

OWNER:

KING COUNTY LIBRARY SYSTEM  
960 NEWPORT WAY NW  
ISSAQUAH, WA 98027-2702  
ADRIANNE RALPH  
TELEPHONE: 425-369-3237  
FAX: 425-369-3310

## REQUEST FOR BIDS

Sealed proposals will be received for the following project:

TITLE: Display Shelving Project

AGENCY: King County Library System

TIME/DAY/DATE: Bid Proposal Must be received prior to 2:00P.M., Thursday, February 9, 2012

The subject project is described in the Contract Documents and generally includes building a proto-type Display Shelving that will showcase the various media that the King County Library System has to offer. The system includes wood, metal and acrylics.

There will be no public bid opening.

Contract Documents are available at [www.kcls.org/buildings/current\\_bid](http://www.kcls.org/buildings/current_bid). Click on Current Project Bid Listing and scroll down to Display Shelving Project.

Questions regarding the Contract Documents should be directed in writing to Adrienne Ralph, Public Services Liaison at 425-369-3310.

Any proposals received after the time and date specified will not be considered. Bids shall be on a lump sum basis; segregated bids will not be accepted.

Bid and other enclosures shall be enclosed in an opaque sealed envelope bearing the name and address of the Bidder and addressed to the Owner. Mark lower left corner of the envelope "Display Shelving Project Bid".

No bidder may withdraw its bid after the hour set for opening unless and until award of the contract has been delayed for a period of sixty (60) days.

King County Library System reserves the right to reject all bids for any or no reason, to waive informalities and irregularities, to reject any bid not conforming to the intent and purpose of the Contract Documents, and to postpone the award of the Contract for a period of time not greater than sixty (60) days from the bid opening date.

Dates of publication in the Seattle Daily Journal of Commerce: January 17, 18, 20, 2012

## GENERAL CONDITIONS

### 1.1 REQUIREMENTS

The following documents, as applicable, shall be held to be essential portions of the complete contract:

- a. Invitation to Bid.
- b. Specifications
- c. General Conditions
- d. Bid
- e. Certificate of Insurance
- f. Contract – Independent Fabricator Short Form Agreement
- g. Any addenda
- h. Change Orders

### 1.2 LAWS AND REGULATION

The Bidder is assumed to be familiar with all federal, state, county, and local laws and regulations which in any manner affect those engaged or employed in the Work, or the material or equipment used in the proposed construction, or which in any way affects the conduct of the Work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the Bidder shall discover any provision in the Specifications that is contrary to or inconsistent with any law or regulation, the Bidder shall forthwith report it to the Owner.

### 1.3 INDEMNIFICATION

In addition to the liability imposed by law upon the Fabricator on account of damages to property or personal injury, including death, arising from operations under the Contract, the Fabricator hereby agrees to defend, indemnify and save harmless Owner and its employees against any and all loss, damage, liability, claims, demands or costs including reasonable attorneys' fees and court costs, at trial or on appeal, resulting from (1) Fabricator's negligence or breach of this Contract, and (2) injury or harm to persons or property (including, without limitation, Fabricator's employees or property) arising out of or in any way connected with Fabricator's performance hereof, excepting only such injury or harm as may have been caused solely by the fault or negligence of Owner or its employees. The Fabricator's activities shall be deemed to include those of Subcontractors. Without limiting the generality of the foregoing, Fabricator's indemnity includes claims caused by the use, misuse or failure of any vehicle, rigging, blocking, scaffolding or other things used by Fabricator, even though such vehicle, rigging, blocking, scaffolding or other things be rented, loaned or furnished to Fabricator by Owner or a third party. Furthermore, this obligation specifically applies to operations in close proximity to power lines. The indemnifications contained in this Article shall be effective whether or not a person injured or harmed is entitled to compensation pursuant to any Workmen's compensation or employers liability law.

Notwithstanding anything herein to the contrary, if (and only if) the provisions of RCW 4.24.115 apply to the Work and any such injuries to persons or property arising out of performance of this Contract are caused by or result from the concurrent negligence of Fabricator or its agents or employees, and the Owner or its agents or employees, the Fabricator's indemnification applies only to the extent of the negligence of the Fabricator, its agents or employees. The Fabricator specifically assumes potential liability for actions brought by the Fabricator's own employees

against the Owner and for that purpose the Fabricator specifically waives any immunity against claims by Owner under the Workers Compensation Act, RCW Title 51; AND THE FABRICATOR ACKNOWLEDGES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO PURSUANT TO THE PROVISIONS OF RCW 4.24.115 AND WAS THE SUBJECT OF MUTUAL NEGOTIATION.

#### 1.4 INSURANCE

- A. Fabricator shall purchase from and maintain in a company or companies lawfully authorized to do business in Washington State the insurance to protect Fabricator and Owner from the claims set forth below which may arise out of or result from Fabricator's operations under the Contract and for which Fabricator may be legally liable, whether such operations be by Fabricator or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- (a) Claims under Workers' or Workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
  - (b) Claims for damages because of bodily injury, occupational sickness or disease, or death of Fabricator's employees;
  - (c) Claims for damages because of bodily injury, sickness or disease, or death of any person other than Fabricator's employees;
  - (d) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by Fabricator, or (2) by another person;
  - (e) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
  - (f) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.
- B. The risk of damage to or loss of the Work during development and through delivery shall be solely that of the Fabricator. This risk shall transfer to the Owner only upon transfer of title to and ownership of the Work which shall occur after delivery is complete. The Fabricator may provide a policy of insurance, covering all risks and hazards against any damage to or loss of the Work while it is being made and delivered. The Owner is responsible for the insurance of the Work after installation.
- C. Insurance coverage is not required during the design phase of this Contract or while the Fabricator is completing Work on the project in his/her studio. Prior to the initiation of any on-site installation or fabrication, the Fabricator and/or his/her Subcontractors shall purchase and maintain for the duration of any on-site fabrication and/or installation, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the

performance of Work done by the Fabricator, his/her agents, representatives, employees, and/or Subcontractors.

- D. The Fabricator and/or his/her Subcontractors shall pay for the costs of the required insurance.
- (a) **WORKERS COMPENSATION:** Coverage as required by the Industrial Insurance Act of the State of Washington.
  - (b) **PROFESSIONAL LIABILITY:** \$1,000,000.00. Fabricator producing Works which can be installed without engineering or architectural review do **NOT** require professional liability insurance; however, in the event that services delivered as a part of the Contract require such professional services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services" for the purpose of this Contract shall mean any services provided by a licensed professional, such as structural review or engineering.
- E. All insurance policies must cover King County Library System, its officers, officials, employees and agents as additional insured as respects: liability arising out of activities performed by or on behalf of the Fabricator in connection with this Contract.
- F. The Fabricator and/or his/her Subcontractors must furnish certificates of insurance and policy endorsements as evidence of compliance with all insurance requirements of this Contract. Fabricator shall submit certificates of insurance to the Owner. The certificates shall include: (a) Name and address of the insured; (b) Name and location of the Project; (c) Types of insurance; (d) Policy numbers; (e) Expiration dates; (f) Limits of liability for bodily injury and for property damage; (g) Endorsements required to make policies conform with the insurance requirements; (h) An endorsement requiring the insurer to provide to the Owner prior written notice of forty-five (45) days before the coverage under such policies may be canceled, materially modified, or non-renewed.
- G. Any deductibles or self-insured retentions must be declared to, and approved by, the Owner. The deductible and/or self-insured retention of the policies shall not apply to the Fabricator's liability to the Owner and shall be the sole responsibility of the Fabricator.
- H. To the extent of the Fabricator's negligence, the Fabricator's insurance coverage shall be primary insurance as respects the Owner, its officers, employees, and agents. Any insurance and/or self-insurance maintained by the Owner, its officers, employees, or agents shall not contribute with the Fabricator's insurance or benefit the Fabricator in any way.
- I. The Fabricator's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- J. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except as reduced in aggregate by paid claims until after forty-five (45) days prior written notice has been given to the Owner.
- K. Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by the OWNER.

Maintenance of insurance by Fabricator as specified in this Article shall in no way be interpreted as relieving the Fabricator of any responsibility whatever and Fabricator may carry, at its own expense, such additional insurance as it deems necessary. Fabricator's insurance shall be primary and any duplicative insurance obtained by Owner shall be secondary.

Fabricator shall submit certificates of insurance to Owner. The certificates shall include:

- (a) Name and address of the insured;
- (b) Name and location of the Project;
- (c) Types of insurance;
- (d) Policy numbers;
- (e) Expiration dates;
- (f) Limits of liability for bodily injury and for property damage;
- (g) Endorsements required to make policies conform with the insurance requirements;
- (h) An endorsement requiring the insurer to provide to the Owner prior written notice of forty-five (45) days before the coverage under such policies may be canceled, materially modified, or non-renewed; and

"King County Library System, its officers, agents, and employees" are named as Additional Insureds.

## 1.5 FORCE MAJEURE

Delay or failure of either party in the performance of its obligations hereunder shall be excused if caused by circumstances beyond the control of the party affected, including, without limitation, acts of God, strikes, fire, flood, windstorm, action or request of governmental authority other than action against the party for noncompliance with the law or inability to obtain material, equipment, or services, provided that a prompt notice of such delay or failure is given and the affected party diligently attempts to remove the cause.

## 1.6 DISPUTES

- a. Whenever the Fabricator has knowledge that any actual or potential labor dispute threatens to delay the timely performance of the contract, the Fabricator shall immediately give notice thereof, including all relevant information to the Owner.
- b. All claims, disputes and other matters in questions arising out of, or relating to, this Contract or by breach thereof, shall be decided by litigation in the King County Superior Court, King County,

Washington, and not by arbitration. Fabricator shall carry on the Work and maintain the progress schedule during any legal proceedings, unless otherwise agreed by Fabricator and Owner in writing.

#### 1.7 CHANGE ORDERS

Overhead and profit included in the cost to the Owner for any Change shall not exceed the following rates:

- a. For the Fabricator, for cost of Work performed by the Fabricator's own forces, ten percent (10%) overhead and five percent (5%) profit.
- b. For the Fabricator, for cost of Work performed by the Fabricator's Subcontractor, five percent (5%) overhead and five percent (5%) profit.

#### 1.8 PREVAILING WAGE RATES

##### A. SCHEDULE OF PREVAILING WAGE RATES

The most current Schedule of Washington State Prevailing Wage Rates for King County is included by reference under requirements of these Contract Documents except as amended or superseded by new current Prevailing Wage Rates, Codes, Laws, or other Governing Authorities.

##### B. REQUIREMENTS

In accordance to the Washington Public Works Act, Chapter 39.12 RCW, Fabricator and Subcontractors shall pay employees for each trade or occupation, performing Work on this Public Works Project, not less than the minimum, current Prevailing Wage Rate and shall comply in all respects to this Act or other requirements as defined by:

Prevailing Wage Section, ESAC  
Department of Labor and Industries  
P.O. Box 44540  
Olympia, Washington 98504-4540  
Tel. (360) 902-5335

Prevailing Wage Rate is defined as the hourly wage, fringe benefits, and overtime in accordance with provisions of the Washington Public Works Act (most current rules and regulations).

1. Fabricator and Subcontractors must pay a wage-and-fringe benefits package to Workers that is equal to or exceeds the prevailing wage & prevailing fringe benefit amounts added together.
2. Fabricator and Subcontractors must observe overtime, holiday, and Code provisions that are part of the Prevailing Wage Rate.

"Statement of Intent to Pay Prevailing Wages", as approved by Department of Labor and Industry's "industrial statistician", is required to be submitted from Fabricator and Subcontractors with each Application for Payment and before payment is made.

Posting of "Statement of Intent to Pay Prevailing Wages" is required to be posted by Fabricator at job site Field Office.

Retainage of funds from each payment to Fabricator will be withheld in an interest bearing account until conclusion of Project. Amount retained will be a percent of each payment, determined by Owner, as sufficient to pay any unpaid wage claims, taxes and costs as well as attorney fees, should a claim against the bond and retainage fund be filed.

At conclusion of Project, Fabricator and Subcontractors shall submit to Owner "Affidavit of Wages Paid", as approved by Department of Industry's "industrial statistician", before Owner will release retainage and interest withheld.

The Department of Labor and Industries requires a fee, to be paid at the time of submittal, for both the Intent to Pay Prevailing Wages forms and the Affidavit of Wages Paid forms. All fees required by the Department of labor and Industries shall be paid by the Fabricator.

#### 1.09 PAYMENT

- A. The Fabricator shall be paid by the Owner for completed Work and/or services related to this Contract, only as provided hereinafter. Such payment shall be full compensation for all Work performed and/or service rendered, and for all supervision, labor, supplies, materials, travel expenses, equipment or use thereof, and for all other incidentals necessary to complete the Work.
- B. Payments will be made upon a percentage of completion basis as set forth below.
  - 1. Payment: Fifty percent (50%) upon completion and approval of final design.
  - 2. Final Payment: Fifty percent (50%) upon completion of delivery and installation of the Work.
- C. Final payment will be made forty-five (45) days after receipt of any and all warranties and maintenance recommendations.
- D. The Fabricator is responsible for payment of required materials, labor of assistants, insurance, communications, studio space, travel, transportation, storage, rentals, and installation of the completed Work.
- E. The Fabricator is responsible for payment, to the Department of Revenue, of business taxes which may be due from him/her as a result of this Contract. The Fabricator must register with the Washington State Department of Revenue.
- F. The Fabricator shall submit a billing when he/she believes each stage outlined above has been reached. The determination that the stage has in fact been reached shall be solely that of the Owner. The Owner will promptly seek to determine whether or not the applicable stage has been reached and upon making that determination it will process the invoices and make payment to the Fabricator within forty-five (45) days of the receipt of the voucher.

#### 1.10 BID ACCEPTANCE

- A. Unless otherwise specified in the Bid, the Bidder will:
1. Allow sixty (60) days for acceptance of its Bid.
  2. Submit executed Contract, Insurance Certificate, and Performance Bonds within ten (10) days after receipt of the forms from the Owner.

If the successful Bidder, upon acceptance of its Bid by the Owner within the period specified for acceptance, fails to execute all contractual documents or give a Performance Bond(s) and insurance as required by the Solicitation within the time specified, the Owner may terminate the Contract for default.

#### 1.11 TERMINATION BY OWNER FOR CONVENIENCE

At any time, Owner may terminate the Contract for Owner's convenience and without cause. Upon receipt of written notice from Owner of termination for convenience, Fabricator shall:

- (a) Cease operations as directed by Owner in the notice;
- (b) Take actions necessary, or that Owner may direct, for the protection and preservation of the Work; and
- (c) Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for Owner's convenience, Fabricator shall be entitled to receive payment from Owner for all work executed and for proven loss with respect to materials and equipment. Fabricator shall not be entitled to recover overhead, profit or damages based on work not performed.

#### 1.12 TERMINATION BY OWNER FOR CAUSE

If the Fabricator defaults or fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner may:

- (a) After seven (7) days' written notice to the Fabricator and without prejudice to any other remedy the Owner may have, make good such deficiencies and deduct the cost thereof, including compensation for any Consultant's services and expenses made necessary thereby, from the payment due the Fabricator; and/or
- (b) The Owner may terminate the Contract and take possession of the site and of all materials and equipment thereon owned by the Fabricator and may finish the Work by whatever method the Owner may deem expedient. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for the Consultant's services and expenses made

necessary thereby, such excess shall be paid to the Fabricator, but if such costs exceed such unpaid balance, the Fabricator shall pay the difference to the Owner.

**BID FORM**

TO: King County Library System  
Facilities Management Services  
960 Newport Way NW  
Issaquah, WA 98027

THE UNDERSIGNED HEREBY SUBMITS THE FOLLOWING QUOTATION.

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

**TOTAL (from Attachment A)**

\$ \_\_\_\_\_

SALES TAX

Do not include Local or Washington State Sales Tax in any of the Bid Totals or Unit Pricing.

BID DEADLINE

Bids are due **Thursday, February 9, 2012 by 2:00 PM**

Bids may be mailed or faxed.

Bids received after the deadline may not be considered.

Send to: King County Library System  
960 Newport Way NW  
Issaquah, WA 98027-2702  
Attn: Kelly L. Iverson

Fax to: 425-369-3310  
Attn: Kelly L. Iverson

**The Bid Form, Contractor Information Form and Unit Price Form (if unit prices are used) must be submitted by the quotation deadline.**

## CONTRACTOR INFORMATION FORM

**Contractor Name:**

**Contact Name:**

**Contact's e-mail:**

**Address:**

**Phone Number:**

**Fax Number:**

**Tax ID Number:**

**UBI Number:**

\_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**DISPLAY SHELVING UNIT PRICING SHEET**

<b>UNIT DESCRIPTION</b>	<b>UNIT PRICING</b>
A/V Media: Pull-out CD Bins/Seating/Fixed DVD Bins	
Spine Display (Fiction)/Seating/Cover Display (Fiction)	
Spine Display (Paperbacks)/2-Tier Display Kiosk/Children's Books	
Panel Section: Pull-out CD Bins	
Panel Section: Fixed DVD Bins	
Panel Section: Spine Display (Fiction)	
Panel Section: Cover Display (Fiction)	
Panel Section: Spine Display (Paperbacks)	
Panel Section: Children's Books	
Infill Option Section: Seating	
Infill Option Section: 2-Tier Display Kiosk	
Display Panel with Interactive Touch-Screen Monitor	
Raceway at Display Panel Base	
Slot Perforated Display Panel "Spine"	
Optional End Closure Panel for Signage: Standard Height	
Optional End Closure Panel for Signage: Children's Height	
Shelf Units – Spine Display – Large/Small Books Quarter Panel Width	
Shelf Units – Spine Display – Large/Small Books Half Panel Width	
Shelf Units – Spine Display – Large/Small Books Three-Quarters Panel Width	
Shelf Units – Spine Display – Large/Small Books Full Panel Width	
Shelf Units – Spine Display – DVDs/Paperbacks Quarter Panel Width	

KING COUNTY OWNER SYSTEM  
 MULTIPLE LIBRARIES  
 DISPLAY SHELVING PROJECT

ATTACHMENT A  
 UNIT PRICING SHEET

Shelf Units – Spine Display – DVDs/Paperbacks Half Panel Width	
Shelf Units – Spine Display – DVDs/Paperbacks Three-Quarter Panel Width	
Shelf Units – Spine Display – DVDs/Paperbacks Full Panel Width	
Shelf Units – Cover Display – Adult Books Quarter Panel Width	
Shelf Units – Cover Display – Adult Books Half Panel Width	
Shelf Units – Cover Display – Adult Books Three-Quarter Panel Width	
Shelf Units – Cover Display – Adult Books Full Panel Width	
Shelf Units – Cover Display – Children’s Books One Children’s Book	
Shelf Units – Cover Display – Children’s Books Two Children’s Books	
Shelf Units – Cover Display – Children’s Books Three Children’s Books	
Shelf Units – Fixed CD & DVD Bins Five (5) Single Bins Mounted to Panel	
Shelf Units – Fixed CD & DVD Bins Fixed Single CD/DVD “Flipper” Bins	
Shelf Units – Fixed CD & DVD Bins Two (2) Double Bins & One (1) Single Bin Mounted to Panel	
Shelf Units – Fixed CD & DVD Bins Fixed Double CD/DVD “Flipper” Bins	
Shelf Units – Pull-Out CD & DVD Bins Single Bins	
18” x 24” Magnetic Poster Display Unit	
8.5” x 11” Magnetic Poster Display Unit	
11” x 17” Magnetic Poster Display Unit	
Acrylic Brochure Holder	
<b>TOTAL</b>	