

**Pacific County Fire Protection District No. 1
Site Development Project**

INSTRUCTIONS TO BIDDERS

Pacific County Fire Protection District No. 1 “Owner” is a special purpose junior taxing district within Pacific County, Washington. The Owner is seeking sealed bids for a fire station training facility as more specifically described below “Bids.”

All Contractors submitting a Bid shall comply with the following requirements and such requirements shall be part of the contract to perform the work.

1. Identification of Owner.

Pacific County Fire Protection District No. 1 “Owner” is the entity issuing this invitation for bids. Owner is a municipal corporation and a political subdivision of the State of Washington.

Owner mailing address is: 26110 Ridge Avenue, Ocean Park Washington 98640.

The business telephone number is: (360) 665-4451

Owner representative for all matters relating to this invitation for bids is Brad Weatherby, Assistant Chief: weatherby@pcfd1.org.

2. Definitions. The following terms shall have the meaning set forth below when used in this instrument:

- 2.1. Project:** Site Development Project
- 2.2. Bidder.** Any person or entity that submits a qualified bid in response to the invitation for Bids by Owner .
- 2.3. Bid or Bid Proposal.** Any Bid submitted to Owner in response to the invitation for Bids issued by Owner that complies with the bid requirements.
- 2.4. Owner or Contracting Agency.** Pacific County Fire Protection District No. 1
- 2.5. Contractor.** The bidder awarded a contract by the Owner.

2.6. Contract Documents. The Contract Documents are identified as Follows:

- 2.6.1. Contract Form: The successful Bidder shall execute the form of Agreement attached as Exhibit A.
- 2.6.2. Statement of Qualifications. See Exhibit B.
- 2.6.3. Bid Form. See Exhibit C.
- 2.6.4. Pre Bid Technical Questions Form. See Exhibit D.
- 2.6.5. Minimum Wage/Non Collusion Affidavit. See Exhibit E.
- 2.6.6. Public Works Certifications. See Exhibit F.
- 2.6.7. Bid Bond Form. See Exhibit G
- 2.6.8. Performance Bond Form. See Exhibit H.
- 2.6.9. Prevailing Wage Rates. See Exhibit I
- 2.6.10. Project Specifications. See Exhibit J.

3. Invitation for Bids. Owner will accept Bid Proposals for the Project as follows:

- 3.1. **Time.** Bid Proposals must be received by Owner by 4:00 p.m. on April 24, 2024.
- 3.2. **Place.** Bid Proposals must be delivered to: 26110 Ridge Avenue, Ocean Park Washington 98640.
- 3.3. **Bid Opening.** Bids will be opened at 4:30 p.m. on April 24, 2024, at 26109 Ridge Ave, Ocean Park Washington 98640. Owner reserves the right to postpone the date and time for Bid opening. Notification to Bidders will be by addenda.
- 3.4. **Board Action.** The Board of Commissioners will review the Bid Proposals submitted at an open public meeting at 3:00 p.m. on April 29, 2024, at Owner headquarters station, and may take formal action at that time or at a subsequent meeting.

4. Acceptance - Rejection of Bids. Owner reserves the right to reject any or all Bids, to waive minor irregularities in any Bids or in the bidding procedure, and to accept any Bid presented which meets or exceeds these specifications and which the Board of Commissioners of Owner deems to be in the best interest of Owner .

5. Plans, Instructions to Bidders and Specifications.

- 5.1. Bid Documents (Project Manual and/or Working Drawings) can be obtained for printing costs on the pcd1.org website.

6. Examination of Documents and Site of Work. Before submitting a Bid, each Bidder shall review the Scope of Work and shall visit the site of the work. Each Bidder shall fully inform

the Bidder prior to bidding as to existing conditions and limitations under which the work is to be performed, and shall include in the Bid a sum to cover the cost of items necessary to perform the work as set forth in the Plans, Specifications and Contract. No allowance will be made to a Bidder because of lack of such examination or knowledge. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

7. **Inquiries/Addenda/Document Interpretations.** If any person contemplating submitting a Bid for construction of the work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies in or omissions from any part of the proposed Contract Documents, the prospective Bidder may submit to Owner a written request for interpretation in accordance with the following:
 - 7.1. Direct written questions to Brad Weatherby, Assistant Chief weatherby@pcfd1.org using the format contained in Exhibit D
 - 7.2. Addenda will be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.
 - 7.3. Final Addendum will be issued on April 17, 2024. No further requests for information or clarification can be addressed after the Final Addendum.
 - 7.4. Interpretation or correction of proposed Contract Documents will be made only by addendum and will be mailed or delivered to each general contract Bidder of record. Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

8. **Contents of Bid Proposal.** All Bid Proposals shall contain or be accompanied by the following:
 - 8.1. **Proposal.** A written proposal to construct the station described in the plans and specifications in accordance with the instructions to Bidders submitted on the Bid Form contained in the Bid Documents.
 - 8.2. **Price.** The total Bid price in the manner specified in the Bid Form. State applicable sales tax separately.
 - 8.3. **Qualification of Bidder.** Satisfactory evidence of the Bidder's qualifications as described in Paragraph 17 and as set forth on the Statement of Qualifications form as set forth in the Exhibits.
 - 8.4. **Authority.** The Bid must be signed by an authorized representative of the Bidder in the manner specified in the Bid Form. The Bidder shall provide with the Bid Proposal, proof of such representative's authority to contractually bind the Bidder.
 - 8.5. **Subcontractor List.** Include the names of any subcontractors and a copy of the listed subcontractors' Contractors License for the State of Washington and a copy of their L&I certificate of coverage or Extraterritorial Certificate. If the bid exceeds \$1,000,000 the bidder must comply with the subcontractor listing requirements contained in RCW 39.30.060.
 - 8.6. **Bid Bond.** Bid bonds shall contain the following:

- 8.6.1. Contracting Agency-assigned number for the project;
- 8.6.2. Name of the project;
- 8.6.3. The Contracting Agency named as obligee;
- 8.6.4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
- 8.6.5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
- 8.6.6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

9. Certifications/Affidavits. Signed copies of the Minimum Wage/Non Collusion Affidavit and Public Works Certifications as set forth in the Exhibits.

10. Bid Marking. All Bidders must submit one copy of the executed offer on the Bid Forms provided, signed and sealed in a closed opaque envelope, clearly identified with Bidder's name, project name and Owner 's name on the outside.

11. Withdrawal/Modification of Bids. A Bidder may, without prejudice to the Bidder, withdraw, modify, or correct a proposal after it has been deposited with Owner, provided the request is filed with Owner, in writing, before the time set for opening the Bid Proposals. The original proposal, as modified by such writing, shall be considered as a proposal submitted by the Bidder.

12. Material Considerations. Each of the requirements contained in this document are material and the failure of a Bidder to comply with each requirement will constitute grounds for the rejection of the Bid in the discretion of the Board of Commissioners.

13. Errors and Discrepancies. Minor items of work or material omitted from the original description and scope of work, but inferable from information shown or obviously necessary for proper completion and operation of the work with accepted good practice shall be provided and/or performed by the Contractor at no additional cost to Owner.

14. Irregular Proposals. A Proposal will be considered irregular and may be rejected if:

- 14.1. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
- 14.2. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
- 14.3. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;

- 14.4. A price per unit cannot be determined from the Bid Proposal;
 - 14.5. The Proposal form is not properly executed;
 - 14.6. The Bidder fails to submit or properly complete a Subcontractor list, if applicable;
 - 14.7. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - 14.8. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
 - 14.9. The Proposal does not include a unit price for every Bid item;
 - 14.10. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - 14.11. Receipt of Addenda is not acknowledged;
- 15. Offer Irrevocable - Time Period.** All Bid Proposals shall be deemed to be offers to enter into a contract and shall be irrevocable for a period of thirty (30) calendar days from the date of opening of the Bids.
- 16. Execution of Contract.** The successful Bidder shall, within ten (10) calendar days after receiving Notice of Award, execute the Contract included in the Contract Documents.
- 17. Proof of Competency of Bidder.** It is the intent of the Owner 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 Owner to submit documentation demonstrating compliance with the criteria. The Bidder must:
- 17.1. At the time of Bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW proof of which must be submitted with the Bid Proposal;
 - 17.2. Have a current Washington State unified business identifier number;
 - 17.3. Have industrial insurance coverage for the Bidder's employees working in Washington as required in Title 51 RCW; an employment security number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
 - 17.4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
 - 17.5. 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 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.
 - 17.6. Comply with the Public Works Training requirements required by RCW 34.04.350.

18. Supplemental Contractor Responsibility Criteria. In addition to the mandatory Contractor responsibility criteria referenced above, all Contractors must also meet the following relevant supplemental Contractor responsibility criteria applicable to the Project. Contractors shall submit the required documentation to the Owner with Contractor's Proposal:

18.1. The Contractor shall have acted as general contractor for and successfully completed three (3) projects of a similar size and scope as required by the contract documents for this project within the last eight years. For the purposes of meeting this criteria, the Owner has determined that "similar size and scope to this project" means publicly bid site work, drainage and paving construction projects.

18.2. In evaluating whether the projects were "successfully completed," the Owner may check Contractor's references for the previous projects and may evaluate the Owner's assessment of the Contractor performance, including but not limited to the following areas:

18.2.1. Quality control;

18.2.2. Safety record;

18.2.3. Timeliness of performance;

18.2.4. Use of skilled personnel;

18.2.5. Management of subcontractors;

18.2.6. Availability of and use of appropriate equipment;

18.2.7. Compliance with contract documents;

18.2.8. Management of submittals process, construction schedule, change orders, and close-out.

18.3. Documentation: Contractors must complete Section 8 of Exhibit B and shall include on a supplemental statement in support of Exhibit B the following information about each project listed:

- 18.3.1. Owner's name and contact information for the Owner's representative;
- 18.3.2. Awarded contract amount;
- 18.3.3. Final contract amount;
- 18.3.4. A description of the scope of the project and how the project is similar to this project;
- 18.3.5. The Contractor's assessment of its performance of each project, including but not limited to the following:
 - 18.3.5.1. Quality control;
 - 18.3.5.2. Safety record;
 - 18.3.5.3. Timeliness of performance;
 - 18.3.5.4. Use of skilled personnel;
 - 18.3.5.5. Management of subcontractors;
 - 18.3.5.6. Availability of and use of appropriate equipment;
 - 18.3.5.7. Compliance with contract documents;
 - 18.3.5.8. Management of submittals process and change orders.

18.4. Procedure to Request Modification of Supplemental Contractor Responsibility Criteria. During the bidding period, but not later than five (5) business days before the bid submittal deadline, a potential Contractor may request that the Owner modify the supplemental Contractor responsibility criteria. The Owner shall evaluate any such requests, and if a decision is made by the Owner in its sole discretion to modify the criteria, such modification shall be communicated to all Contractors and plan holders via the issuance of an addendum to the bidding documents. If the Owner determines not to modify the supplemental criteria, the Owner shall notify the requesting Contractor of its decision in writing.

18.5. Appeal of Determination that Contractor does not meet Responsibility Criteria: If the Owner determines that the low Bidder does not meet the Contractor responsibility criteria set forth in this section and is therefore not a responsible Bidder, the Owner shall notify the Contractor in writing with the reasons for its determination. If the Contractor disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Owner's determination by presenting additional information in writing to the Owner. The Owner will consider the additional information before issuing its final determination in writing. If the final determination affirms that the low Bidder is not responsible, the Owner will not execute a contract with any other Contractor until two (2) business days after the low Bidder determined to be not responsible has received written notice of the

final determination. For the purposes of this subsection, the date of the Owner's transmission of the Owner's determination(s) by facsimile or electronic mail to the Contractor at the facsimile number or e-mail address provided by the Contractor in its bid shall constitute the date of receipt by the Contractor of the written notices provided for herein.

- 19. Construction Time.** The agreement will include a stipulation that the work be completed in a period of 50 working days following receipt of Owner 's Notice to Proceed. Owner requires that the work of this contract be completed as quickly as possible. Consideration will be given to time of completion when reviewing the submitted Bids.
- 20. Liquidated Damages.** If the Project is not completed within the specified time period, because of difficulty in computing the actual damages to Owner arising from any delay in completing this Contract, it is determined in advance and agreed by the parties that the Contractor shall pay Owner the amount of \$250.00 per calendar day that the work remains uncompleted after expiration of the specified time for completion. The parties agree that this amount represents a reasonable forecast of the actual damages that Owner will suffer by failure of the Contractor to complete the work within the agreed time period. The execution of the Contract shall constitute acknowledgment by the Contractor that the Contractor has ascertained and agrees that Owner will suffer actual damages in the above amount for each day during which the completion of the work is delayed beyond the agreed completion date.
- 21. Guaranty.** The Contractor shall and does hereby guarantee for a period of one (1) year from date of acceptance by the Owner all materials, workmanship and equipment installed under this contract to be as specified and of a good quality. Should any defect develop due to faulty material or workmanship within the guarantee period, the Contractor shall correct the defect and make good all damages that may have been caused by the defect. This work shall be done promptly and without cost to Owner and at the entire expense of the Contractor. The Contractor shall provide to Owner all manufacturer warranties at the completion of the work.
- 22. Bonds.** Prior to signing the Contract, Owner will require the successful Bidder to secure and post a Labor and Materials Payment Bond and Performance Bond, each in the amount of 100% of the contract sum, and each in a form acceptable to Owner and substantially in the form included in the Contract Documents. Such bonds shall be issued by surety licensed to business in the State of Washington acceptable to Owner. Costs of such bonds shall be included in the Bid price.
- 23. Proof of Insurance and Bonds.** At or prior to delivery of the signed contract, the Bidder to whom the contract is awarded shall deliver to Owner applicable Certificates of Insurance and such Labor and Materials Payment Bond and Performance Bond as are required by Owner.
- 24. Approval of Bonds and Insurance.** Bonds and Certificates of Insurance shall be approved by Owner before the successful Bidder may proceed with the work. Failure or refusal to provide Bonds or Certificates of Insurance in a form satisfactory to Owner shall subject the

successful Bidder to loss of time from the allowable construction period equal to the time delay in furnishing the required material.

- 25. Prevailing Wages.** The Contractor shall pay prevailing wages as currently published by the Washington State Department of Labor and Industries and shall comply with chapters RCW 39.12 and RCW 49.28. A Notice of Intent to Pay Prevailing Wages and prevailing wage rates for the Project must be posted for the benefit of workers. At the conclusion of the Contract, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Contract shall be withheld until certification by the director has been received by Owner that the prevailing wage requirements of the law have been satisfied. The Contractor hereby certifies that it has not been cited for two violations within the last five (5) years, and is thus not prohibited from bidding on public works contracts. The Contractor further assures Owner that it will use no sub-contractor who is thus prohibited.
- 26. Use of Apprentices.** If the Bid for the project is over \$1,000,000, pursuant to RCW 39.04.320, 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 Owner documenting how this requirement will be met.
- 27. Retained Percentage.** Owner shall withhold a sum not to exceed 5% of each payment of the contract price in accordance with chapter 60.28 RCW. Prior to any payment to the Contractor by Owner, the Contractor shall advise Owner of the manner in which the Contractor wishes such funds held in accordance with the Contract Documents. Such funds shall be retained, held and released in accordance with the statutory requirements.
- 28. Laws and Regulations.** The Bidders attention is directed to the fact that all applicable State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they shall be deemed to be included in the Contract the same as though written out in full therein. Bidders are advised that if successful, they will be required to meet all applicable federal, state, and local laws pertaining to permits, licenses, fees and taxes, as well as laws pertaining to employment and wages. Bidders are responsible for determining the extent and applicability of such laws. All equipment and products included in the Bid shall be in compliance with current codes and standards for the specific type of equipment. Current codes shall supersede errors in specification.
- 29. Public Records.** All submitted bids shall become the property of Owner and are subject to Washington State Open Records Law and available for public viewing after the submittal deadline.

EXHIBIT A CONTRACT FORM

PUBLIC WORKS CONTRACT

This Contract is entered into between Pacific County Fire Protection District No. 1, a municipal corporation, referred to as "Owner", and _____, referred to as "Contractor."

In consideration of the following terms and conditions and those contained in the documents incorporated by reference and made a part of this Contract, the parties agree as follows:

1. THE PROJECT

- 1.1. The Contractor shall perform all work and furnish all tools, materials, labor and equipment for the Owner and all work associated with the project entitled: Pacific County Fire District 1 Site Development Project.
- 1.2. The Project shall be performed in accordance with this Public Works Contract and the following Contract Documents: Owner Specifications Exhibit 1, Contractor's Proposal, Exhibit 2 and all other forms and documents referenced in such documents which are hereby referred to as the Contract Documents and by this reference are made a part of this Contract.
- 1.3. The Contract Documents, shall be read together. Unless otherwise specified in this Agreement. In the event that any of the terms of Contract Documents conflict with each other, the following shall be the order of precedence:
 - 1.3.1. The terms of this Document entitled "Public Works Contract" shall take precedence over the terms of Exhibits 1, and 2. The terms of Exhibit 1 shall take precedence over the terms of Exhibit 2. Any conflicts in the contract documents shall be brought to the attention of the Owner.
- 1.4. The Contractor shall start work within 10 working days after the date of the written Notice to Proceed and be substantially completed within 40 working days and fully completed within an additional 10 working days. If the Project is not completed within the time specified, the Contractor agrees to pay to the Owner liquidated damages in accordance with the provisions contained in the Contract Documents. The Contractor shall provide and bear all expense of all equipment, work, and labor of any sort whatsoever that may be required for the materials and for constructing and completing the Project provided for in this Contract, except for those noted in the specifications to be furnished by the Owner and installed by Contractor.
- 1.5. The Contractor shall provide and bear all expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Project provided for in the Contract Documents and

every part thereof, except as mentioned in the specifications to be furnished by the Owner.

- 1.6. Owner agrees to use its best efforts to allow Contractor full access and use of the premises as necessary for Contractor to perform the work required to complete the Project with minimal interruption or interference from Owner's personnel and activities.
- 1.7. The Contractor shall guarantee the materials and work for a period of one year after completion of the Project.
- 1.8. The Contractor is responsible for complying with all Federal, State, and local regulations affecting the Project including but not limited to Chapter 70.86 RCW, Chapter 296-305 WAC and Chapter 294-24WAC.

2. COMPENSATION

- 2.1. The Contractor shall provide monthly statements which shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the statement.
- 2.2. Statements received by the 10th day of the month and approved by the Owner will be processed for payment the same month.
- 2.3. The Owner's representative shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of Contractor's statements and shall issue to the Owner certification for payment.
- 2.4. All progress payments shall be subject to withholding of the retained percentage as provided in Section 17.
- 2.5. Washington State Sales Tax shall be separately stated on each statement submitted by the Contractor.

3. CONTRACT SUM

- 3.1. The Owner shall pay the Contractor for the full performance of the Contract the sum of \$ _____ plus Washington State Sales Tax. This amount shall be paid through monthly statements as provided in Article 2.
- 3.2. Final payment constituting the entire unpaid balance of the Contract sum, subject to the withholding of retained percentage as provided in Section 17, shall be made by the Owner to the Contractor when:
 - 3.2.1. The Project has been completed and approved and accepted by the Owner.
 - 3.2.2. A final statement has been submitted to the Owner by the Contractor.

4. LIQUIDATED DAMAGES

4.1. If the Project is not completed within the specified time period, because of difficulty in computing the actual damages to the Owner arising from any delay in completing this Contract, it is determined in advance and agreed by the parties that the Contractor shall pay the Owner the amount of \$250.00 per calendar day that the Project remains uncompleted after expiration of the specified time for completion. The parties agree that this amount represents a reasonable forecast of the actual damages that the Owner will suffer by failure of the Contractor to complete the Project within the agreed time period. The execution of this Contract shall constitute acknowledgment by the Contractor that the Contractor has ascertained and agrees that the Owner will suffer actual damages in the above amount for each day during which the completion of the Project is delayed beyond the agreed completion date. In the event of construction delays beyond the control of the Contractor the completion date will be extended by an equivalent number of days provided that the Contractor notifies the Owner of the cause of the delay, in writing, within 24 hours of the beginning of the delay.

5. SUBCONTRACTOR RESPONSIBILITY (RCW 39.06.020)

5.1. 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 subcontractor's subcontracts adjusting only as necessary the terms used for the contracting parties. On request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that each subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

5.2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

5.2.1. At the time of Bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW;

5.2.2. Have a current Washington State unified business identifier number;

5.2.3. Have industrial insurance coverage for the subcontractor's employees working in Washington as required in Title 51 RCW; an employment security Department number as required in Title 50 RCW; a 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; and

5.2.4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

5.2.5. 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 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.

6. BOND

6.1. Contractor shall provide a performance and payment bond to the Owner in accordance with RCW 39.08.010. Such bonds shall be issued by surety licensed to business in the State of Washington acceptable to Owner in a form substantially in compliance with the form included in the Contract Documents.

7. INDEMNIFICATION AND HOLD HARMLESS

7.1. The Contractor shall indemnify, defend and save the Owner and its commissioners, officers, employees and agents harmless from any and all claims and risks and losses, damages, demands, suits, judgments and attorney's fees or other expenses of any kind on account of or relating to injury to or death of any and all persons or on account of all property damage of any kind, or in any manner connected with the work performed under this Contract, or caused in whole or in part by the Contractor, a subcontractor or their property, employees or agents during performance of the work or at any time before final acceptance, except only for those losses resulting from the sole negligence of the Owner with regard to activities within the Contractor's scope of work

7.2. Should a court of competent jurisdiction determine that this Contract 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 Owner, its members, officers, employees and agents, 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 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.

7.3. In an arbitration or lawsuit with respect to this hold harmless provision, the Contractor shall prepare and defend that lawsuit at its own cost and expense. If judgment is rendered or settlement made requiring payment of damages by the Owner, its officers, agents, employees and volunteers, the Contractor shall pay the same.

8. INSURANCE

8.1. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-VII or higher in the A.M. Best's Key Rating Guide. The Owner reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

- 8.2. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated in Section 8.3.
- 8.3. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this Contract, and the Contractor shall annually provide the Owner with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the Owner to assure financial responsibility for liability for services performed.
- 8.4. The Contractor’s Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Owner. Any insurance, self-insurance, or self-insured pool coverage maintained by the Owner shall be excess of the Contractor’s insurance and shall not contribute with it.
- 8.5. The Contractor and the Owner waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.
- 8.6. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Owner may, after giving five business days’ notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the Contractor from the Owner.
- 8.7. The Contractor’s maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Owner’s recourse to any remedy available at law or in equity. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.
- 8.8. The Contractor shall provide the Owner and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

- 8.9. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Owner.
- 8.10. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.
- 8.11. All insurance policies, with the exception of Workers Compensation, shall name the following listed entities as additional insured(s):
- 8.11.1. The Owner and its officers, elected officials, employees, agents, and volunteers;
 - 8.11.2. The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes limits lower than those maintained by the Contractor.
- 8.12. The Contractor shall furnish the Owner with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the Owner a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the Owner, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.
- 8.13. The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Owner is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- 8.14. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

9. TYPES OF INSURANCE REQUIREMENTS

- 9.1. The Contractor's required insurance shall be of the types and coverage as stated below:

- 9.1.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- 9.1.2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 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 Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Owner shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Owner using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- 9.1.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

10. MINIMUM AMOUNTS OF INSURANCE

10.1. The Contractor shall maintain the following insurance limits:

- 10.1.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- 10.1.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- 10.1.3. If the Contractor maintains higher insurance limits than the minimums shown above, the Owner shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Owner evidences limits of liability lower than those maintained by the Contractor.

11. CHANGE ORDERS

11.1. Individual changes to the contract amount up to \$2,500 shall be covered under the Minor Changes bid item as specified in 1.09-6 Force Account of the Special Provisions.

- 11.2. The Owner reserves the right to make, at any time during the Project, such changes in quantities and such alterations in the Project as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered. Among others, these changes and alterations may include:
- 11.2.1. Deleting any part of the Project,
 - 11.2.2. Increasing or decreasing quantities The bid quantities listed for unit bid items are approximate and are for the purposes of bidding only. Overruns or underruns in these bid items shall not be cause for adjustment in the unit prices. Standard Specification Section 1-04.6 "Increased or Decreased Quantities" does not apply to the bid items listed in the proposal.,
 - 11.2.3. Altering specifications, designs, or both,
 - 11.2.4. Altering the way the Project is to be done,
 - 11.2.5. Adding new work to the Project,
 - 11.2.6. Altering facilities, equipment, materials, services, or sites, provided by the Owner.
 - 11.2.7. Ordering the Contractor to speed up or delay the Project.
- 11.3. The Owner will issue a written change order for any change. If the alterations or changes in quantities significantly change the character of the Project under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Owner may determine to be fair and equitable.
- 11.4. The Contractor shall proceed with the work upon receiving:
- 11.4.1. A written change order approved by the Owner.
- 11.5. The Contractor accepts all requirements of a change order by:
- 11.5.1. endorsing it,
 - 11.5.2. writing a separate acceptance, or
 - 11.5.3. not protesting in the way this section provides.
- 11.6. A change order that is not protested as provided in this section shall be full payment and final settlement of all claims for contract time and for all costs of any kind, including costs of delays, related to any work either covered or affected by the change. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the Owner any written or oral order (including directions, instructions, interpretations, and determinations). By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work.
- 11.7. The Contractor may protest change orders or other claims as provided below:

- 11.7.1. If the Contractor is in disagreement with anything required in a change order or another written order from the Owner, including any direction, instruction, interpretation, or determination by the Owner, the Contractor shall:
- 11.7.2. Immediately give a signed written notice of protest to the Owner before doing the work specified in the change order or within fourteen (14) calendar days of the occurrence of an event or events giving rise to a claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to a claim, whichever occurs first;
- 11.7.3. Supplement the written protest within 15 calendar days with a written statement providing the following:
 - (a) The date of the protested order or claim
 - (b) The nature and circumstances which caused the protest or claim;
 - (c) The contract provisions that support the protest or claim;
 - (d) The estimated dollar cost, if any, of the protested or claimed work and how that estimate was determined; and
 - (e) An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and

11.8. If the protest is continuing, the information required above, shall be supplemented as requested by the Owner. In addition, the Contractor shall provide the Owner, before final payment, a written statement of the actual adjustment requested. Throughout any protested work, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Owner access to these and any other records needed for evaluating the protest as determined by the Owner. The Owner will evaluate all protests provided the procedures in this section are followed. If the Owner determines that a protest is valid, the Owner will adjust payment for work or time. No adjustment will be made for an invalid protest.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF PROTEST OR CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY PROTEST OR CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THE UNDERLYING CHANGE ORDER OR CLAIM OR CAUSED BY THAT DELAY.

11.9. In spite of any protest or claim, the Contractor shall proceed promptly with the work as the Owner orders.

12. CLAIMS

12.1. The Contractor shall give written notice to the Owner of all claims other than change orders within five (5) calendar days of the occurrence of events giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of

this Agreement. At a minimum, a Contractor's written claim must include the information required in Section 11.6 regarding protests.

12.2. FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

12.3. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

13. TERMINATION

13.1. If Contractor breaches any of its obligations under this Contract, and fails to cure the same within five (5) days of written notice to do so, the Owner may terminate this Contract, in which case the Owner shall pay the Contractor cost incurred to date of written notice.

13.2. The Owner may terminate this Contract upon ten (10) days written notice to the Contractor for any reason and without cause in which case the Owner shall pay the Contractor for costs incurred to the date of written notice.

14. CONTRACTOR RECORDS

14.1. Contractor agrees to make all project related books and records available to the Owner for inspection, review, photocopying and audit in the event of a Contract related dispute, claim, modification or other Contract related action at reasonable times and at places designated by the Owner.

15. DEFECTIVE OR UNAUTHORIZED WORK

15.1. The Owner reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this contract, and extra work and materials furnished without the Owner's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the Project, the Owner may complete the Project by contract or otherwise, and the Contractor shall be liable to the Owner for any additional costs incurred by the Owner. "Additional costs" means all reasonable costs incurred by the Owner, including legal costs and attorneys' fees, beyond the maximum contract price under this Agreement. The Owner further reserves the right to deduct the cost to complete the Project, including any additional costs, from any amounts due or to become due to the Contractor

16. PREVAILING WAGES

16.1. The Contractor shall pay prevailing wages and shall comply with chapter RCW 39.12 and chapter 49.28 RCW. A Notice of Intent to Pay Prevailing Wages and prevailing wage rates for the Project must be posted on the Project site. At the conclusion of the Contract, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Contract shall be withheld until certification by the director has been received by the Owner that the prevailing wage requirements of the statute have been satisfied. The Contractor certifies that it has not been cited for two violations within the last five (5) years, and is not prohibited from bidding on public works contract. The Contractor further certifies that it will use no sub-contractor who is prohibited.

16.2. Prevailing Wages for the county in which the Project is located can be found at:
<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

17. RETAINAGE

17.1. Pursuant to RCW 60.28, a sum of 5 percent of the monies earned by the Contractor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Title 82 RCW, and (2) the claims of any person arising under the Contract.

17.2. Monies retained under this Section shall be retained in a fund by the Owner unless Contractor elects for an alternative method of holding the retainage as provided under RCW 60.28.

17.3. The Contractor agrees to notify Owner within five (5) days of the receipt of any of the following:

17.3.1. Notification that a lien may be claimed by any person, firm or corporation furnishing materials, supplies or equipment to any subcontractor for work on the project in accordance with RCW 60.28.015.

17.3.2. Notification by the Department of Labor and Industries of any proceedings, complaint or investigation conducted under the provisions of RCW 39.12.065.

17.3.3. The retained percentage may be held by Owner until all claims and proceedings referred to above have been resolved to the satisfaction of Owner.

17.3.4. In the event the retainage is insufficient to cover payment of the items set forth in Section 17.1 Contractor shall be liable for all such insufficiencies and all costs incurred by Owner, including attorney fees, to recover such insufficiencies.

18. PROJECT SAFETY.

- 18.1. The Contractor shall be solely and completely responsible for safety conditions on the job site, including the safety of all persons and property during performance of the work to complete the Project. The services of Owner's employees or the Owner's agents or Consultant's personnel in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding or trenching, or safety measures in, on or near the construction site. The Contractor shall provide safe access for the Owner and its inspectors to adequately inspect the quality of work and the conformance with project specifications.
- 18.2. Contractor is responsible for locating any underground utilities affected by the Project and is deemed to be an excavator for purposes of chapter 19.122 RCW. Contractor shall be responsible for compliance with chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities. Contractor is also responsible for ensuring adequate trench safety and compliance as required by the Washington State Industrial and Health Act. The Contractor shall be responsible to notify, pay for and coordinate Contractor's work with One Call service at 456-8000.
- 18.3. All work shall be performed to comply with all county, state and federal safety regulations. Barricades, signs, guards and warning lights shall be installed around the construction site necessary to protect persons from injury. Security fencing is required until the project site is secure and all openings are lockable.

19. DISPUTE RESOLUTION

- 19.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days of a party notifying the other parties in writing that a dispute exists "Dispute Notice." The participating parties shall share equally the costs of mediation and each participating party shall be responsible for its own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 19.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 45 calendar days of the Dispute Notice or within 30 days of end of the mediation, either party may submit the dispute to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Superior Court as amended, located in the county in which the Project is located, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with all participating parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of

Washington will govern its proceedings. The prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the arbitrator.

- 19.3. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the Superior Court of the County in which the Project is located. The court shall determine all questions of law and fact without empanelling a jury for any purpose.
- 19.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.
- 19.5. The prevailing party in any action to enforce the terms of this contract, in addition to costs, shall be entitled to reasonable attorney's fees and expenses of arbitration including expert witness fees, paralegal costs and copying costs as determined by the arbitrator or court including costs and fees incurred on appeal.

20. SUSPENSION OF THE WORK

- 20.1. The Owner may, at any time suspend the Project, or any part thereof, by giving notice to the Contractor in writing. The work shall be resumed by the Contractor within fourteen (14) calendar days after the date fixed in the written notice from the Owner to the Contractor to do so. The Owner shall not reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.
- 20.2. Suspension of the Project by the Owner shall not furnish any ground for claim by the Contractor for damages or extra compensation, but the period of such suspensions shall be taken into consideration in determining the revised date for completion as hereinafter provided. The Contractor shall not suspend work under the contract without the written order of the Owner as stated in the preceding paragraph. The Contractor will be required to work a sufficient number of hours per day in order to complete the project within the days specified. The Owner shall determine the question as to the necessity of discounting any portion of the Project by reason of unfavorable weather conditions.
- 20.3. Upon failure of the Contractor to carry out the orders of the Owner or to perform work under the contract in accordance with its provisions, the Owner may suspend the work for such period, as Owner deems necessary. Time lost by reason of such failure or in replacing improper work or materials shall not furnish any ground to the Contractor for claiming an extension of time or extra compensation and shall not release the Contractor from damages of liability from failure to complete the work within the time prescribed.

21. USE OF COMPLETED PORTION OF PROJECT

21.1. The Owner shall have the right to take possession of and use any completed or partially completed portions of the Project, notwithstanding that the time may not have expired for completing the entire Project. Such taking possession and use shall not be deemed to be completion of the contract in respect to such work nor shall the same be deemed to be any acceptance of any work not completed in accordance with the Contract Documents.

22. AUTHORITY OF OWNER'S CONSULTANT

22.1. The Owner may designate an Architect, Engineer or other consultant as the Owner's Consultant at any time under this Contract. In the event the Owner designates such a Consultant, the Consultant shall have the following express authority plus any additional authority granted by the Owner in writing during the performance of this Agreement by Contractor:

22.1.1. The Consultant shall act as advisor and Consultant to the Owner in matters relating to the contract administration and interpretation, PROVIDED, HOWEVER, nothing contained herein or elsewhere in the Contract Documents shall be construed as requiring the Consultant to direct the method or manner of performing any work by the Contractor under this contract.

22.1.2. It is understood and agreed by and between the parties hereto that the Project included in the contract is to be done to the complete satisfaction of the Owner and Consultant and that the decision of the Owner and Consultant as to the true construction and meaning of the contract, plans, specifications and estimates and as to all questions arising as to proper performance of the work to complete the Project shall be final. The Consultant shall determine the unit quantities and the classifications of all work done and material furnished under the provisions of this agreement and Consultant's determination thereof shall be final and conclusive and binding upon the Contractor.

22.1.3. The Consultant shall decide any and all questions that may arise as to the quality or acceptability or materials furnished and work performed and as to the rate of progress of the Project, and questions as to acceptable fulfillment and performance of the contract on the part of the Contractor and as to compensation. The decision of the Consultant in such matters shall be final. The Consultant may direct the sequence of conducting work when it is in locations where the Owner is doing work either by contract or by its own forces, or where such other works may be affected by the contract, in order that conflict may be avoided and the work under these specifications be harmonized with that under other contracts, or with specifications be harmonized with that under other contracts, or with other work being done in connection with, or growing out of, operations of the Owner. Nothing herein contained, however, shall be taken to relieve the Contractor of any of its obligations or liabilities under the contract.

- 22.1.4. The Consultant shall not have authority to waive the obligation of the Contractor to perform the Project work in accordance with the Contract Documents. Failure or omission on the part of the Consultant to condemn unsuitable, inferior or defective work and /or labor and material or equipment furnished under the contract shall not release the Contractor or Contractor's bond from performing the Project in accordance with the Contract Documents.
- 22.1.5. Determination of "OR EQUAL". The Consultant will be the sole judge in the question of "or equal" of any supplies of materials proposed by the Contractor. The Contractor shall pay to the Owner the cost of test and evaluations by the Consultant to determine acceptability of alternates proposed by the Contractor, in accordance with the established rates of the Consultant for time and expense, the total cost of which may be offset by the Owner against the contract price.
- 22.1.6. Inspection of Work and Materials: The Consultant will make periodic visits to the job to familiarize Consultant generally with the progress and quality of the Contractor's work. The Consultant will carry out reasonable inspections of the work to determine if it is proceeding in accordance with the Contract Documents.
- 22.1.7. The Consultant shall at all times have access to the Project to observe the progress and quality wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for necessary inspection and testing. If any work should be covered up without approval or consent of the Consultant, it must, if required by the Owner, be uncovered for inspection at the Contractor's expense. After inspection, the Owner may order a re-examination of questioned work, and if so ordered, the Contractor shall uncover the work. If such work is found by the Consultant to be in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs.

23. PLANS AND WORKING DRAWINGS

- 23.1. Upon receipt of award of contract, the Contractor shall carefully study and compare all drawings, specifications and other instructions and shall, prior to ordering material or performing work, report in writing to the Owner any error, inconsistency or omission in respect to design, mode of construction or cost which Contractor may discover. If the Contractor, in the course of this study or in the accomplishment of the Project, finds any discrepancy between the drawings and the physical condition of the locality as represented in the drawings, or any such errors or omissions in respect to design, mode of construction or cost in the drawings or in the layout as given by points and instructions, it shall be Contractor's duty to inform the Owner immediately in writing. Any work done after such discovery, until correction of drawings or authorization of extra work is given, if the Owner finds that extra work is involved,

will be done at the Contractor's risk. If extra work is involved, the procedure shall be as provided in changes in the Project.

23.2. Conformity With and Deviations From Plans and Stakes: The Contractor shall preserve bench marks, reference points and stakes, and in case of destruction or removal thereof for any reason, the Contractor is responsible for the resulting cost for replacement and shall be responsible for any mistakes and loss or damage arising therefrom which may be caused by absence, destruction, removal or disturbance thereof.

24. FINAL ACCEPTANCE

24.1. All material and completed work are subject to final inspection by the Owner.

24.2. Completion and/or Correction of Work and Remedies Before Final Payment: If the Contractor should neglect to prosecute the work properly and/or fail to perform any provision of this contract, the Owner after seven (7) calendar days' written notice to the Contractor, may, without prejudice to any other remedy Owner may have, make good such deficiencies and deduct the cost thereof from payments then or thereafter due the Contractor.

24.3. The Contractor shall promptly remove from the construction site all materials condemned by the Owner as failing to conform to the contract, whether incorporated in the Project or not; and the Contractor shall promptly replace and re-execute the work in accordance with the intent of the contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such condemned work and material within the period herein above described, the Owner may remove and store any such material at the expense of the Contractor. If the Contractor does not pay the cost of such removal within ten (10) calendar days from the date the notice to the Contractor of the fact of such removal, the Owner may, upon an additional ten (10) calendar days' written notice, sell such materials at public or private sale, and deduct all costs and expenses incurred, including costs of sale, accounting to the Contractor for the net proceeds remaining, and the Owner may bid at any such sale. The Contractor shall be liable to the Owner for the amount of any deficiency from any funds otherwise due the Contractor.

24.4. The Contractor shall bear the risk of loss or damage for all finished or partially finished work until the Owner finally accepts the entire contract.

25. SUPERINTENDENT AND SUPERVISION

25.1. The Contractor shall keep on the construction site during progress of the Project a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in Contractor's employ. The superintendent shall represent the Contractor in Contractor's absence and all directions given to the superintendent shall be as binding

as though given to the Contractor. Instructions to the Contractor shall be confirmed in writing upon Contractor's request in each case. The Contractor shall give efficient supervision to the Project, using Contractor's best skill and attention.

26. SEPARATE CONTRACT -INTERFERENCE WITH OTHER CONTRACTORS

26.1. The Owner reserves the right to perform work with its own forces or to let other contracts for work under similar general conditions in connection with this project, of which the work is awarded to one or more contractors under separate contract is a part. The Contractor shall afford the Owner and other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their respective work and shall properly connect and coordinate Contractor's work with theirs.

27. GENERAL CONTRACTOR RESPONSIBILITIES

27.1. Permits, permission under franchises, licenses and bonds of a temporary nature necessary for and during the prosecution of the Project, and inspection fees in connection therewith shall be secured and paid for by the Contractor. Where the Owner is required to secure such permits, permission under franchises, licenses and bonds against the Contractor the Owner may offset the costs incurred against the contract price.

27.2. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work required by the Contract Documents. If the Contractor observes that the Contract Documents, or any part thereof, are inconsistent or at variance therewith, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be made as provided in the contract for changes in Project. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations or prior to obtaining permits, permission under franchises, licenses and/or bonds as required to be furnished by or obtained by the Owner, Contractor does so at Contractor's own risk and without payment or reimbursement from Owner unless Owner shall have given written approval thereof to the Contractor.

27.3. The Contractor shall continuously maintain adequate protection of the Project from damage and shall protect the Owner's property from injury or loss arising in connection with or during the existence of this contract. Contractor shall make good any such damage, injury or loss, except such as may be directed due to errors in the Contract Documents or caused by agents or employees of the Owner. Contractor shall adequately protect adjacent property from loss or damage occasioned by performance of the work. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

28. WARRANTY

28.1. Upon acceptance of the contract work, contractor must provide the Owner a one-year warranty bond in a form and amount acceptable to the Owner. The contractor shall correct all defects in workmanship and materials within one (1) year from the date of the Owner's acceptance of the contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the Project shall extend for one (1) year from the date such correction is completed and accepted by the Owner. The contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the Owner of the defect. If the contractor does not accomplish the corrections within a reasonable time as determined by the Owner, the Owner may complete the corrections and the contractor shall pay all costs incurred by the Owner in order to accomplish the correction.

29. LIMITATION OF ACTIONS

29.1. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

30. MISCELLANEOUS PROVISIONS

30.1. Independent Contractor. The parties intend that the Contract Document will create an independent contractor relationship.

30.2. Nondiscrimination. In the hiring of employees for the performance of work under the Contract Documents the Contractor, its subcontractors, or any person acting on behalf of Contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

30.3. Compliance with Laws. Contractor shall comply with all federal, state and local laws, rules and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by the Contract Documents or accruing out of the performance of those operations.

30.4. Work Performed at Contractor's Risk. Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the Project. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the Project.

- 30.5. **Nonwaiver of Breach.** The failure of the Owner to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.
- 30.6. **Governing Law.** The Contract Documents shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the Owner and Contractor under any of the provisions of the Contract Documents, resolution of that dispute shall be available only through the jurisdiction, venue, and rules of the Superior Court of the County in which the Project is located.
- 30.7. **Written Notice.** All communications regarding the contract shall be sent to the parties at the addresses listed on the signature page of the contract, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the contract.
- 30.8. **Assignment.** Any assignment of this contract by the Contractor without the written consent of the Owner shall be void.
- 30.9. **Modification.** No waiver, alteration, or modification of any of the provisions of the Contract Documents shall be binding unless in writing and signed by a duly authorized representative of the Owner and Contractor.
- 30.10. **Severability.** If any one or more sections, sub-sections, or sentences of the contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of the contract and the remainder shall remain in full force and effect.
- 30.11. **Entire Agreement.** The written provisions and terms of the Contract Documents, which include these General Conditions as well as the mechanical, electrical, and structural consultants' specifications, provisions, and plans, together with any attached exhibits, supersede all prior verbal statements by any representative of the Owner, and those statements shall not be construed as forming a part of or altering in any manner the Contract Documents. The Contract Documents and any attached Exhibits contain the entire agreement between the parties. Should any language in any Exhibit to the Contract Documents conflict with any language contained in the Contract Documents, the terms of the Contract Documents shall prevail.

Owner

By: _____

Contractor

By: _____

Contractor Reg. No. _____

Washington UBI No: _____

Dated: _____

Dated: _____

EXHIBIT B - STATEMENT OF CONTRACTOR'S QUALIFICATIONS

Each Contractor submitting a Bid for this Project shall submit, as part of its Bid, the following information:

1. Project Name: _____ Project Number: _____
2. Contractor's Business Name: _____
3. Business address: _____
4. Business phone: _____ Fax: _____
5. Contractor Registration-
 - Washington State License Number _____ Status: Active Yes: ___ No: ___
6. How many years have you been engaged in the contracting business under the present firm name? _____
7. Describe the general character of work performed by your company: _____

8. List major contracts completed by your company, including contracting agency, type of work and approximate costs: (Provide at least three contract references with phone numbers- Provide additional pages if needed)
 - a) _____
 - b) _____
 - c) _____
9. Bank references: _____
10. State of Washington Excise Tax Registration No.: _____
11. Industrial Insurance Account No.: _____ Account Current: Yes ___ No ___
12. Current UBI Number: _____ Account: Open ___ Closed ___
13. Employment Security Department (ESD)
 - Number: _____
 - Documentation available from ESD: Yes ___ No ___
14. Is your company or any company with which the bidder is affiliated, listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes ___ No ___
15. I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of this project should I be awarded the contract

Company: _____

Authorized Signature: _____

Print Name and Title: _____

EXHIBIT C – BID FORM

PACIFIC COUNTY FIRE DISTRICT #1 SITE DEVELOPMENT

The undersigned hereby certifies that they have examined the location of the project and have read and thoroughly understand the plans and specifications governing the work.

The undersigned hereby agrees to construct the project in accordance with the following bid proposal.

Pacific County Fire District #1 Site Development

Bid Item No.	Bid Item	Bid Quantity	Unit Bid Price	Bid Amount
1.	Minor Changes	1 Calc	\$25,000	\$25,000
2.	Mobilization	1 LS	\$	\$
3.	Clearing and Grubbing	1 LS	\$	\$
4.	Removal of Structures and Obstructions	1 LS	\$	\$
5.	Site Grading	1 LS	\$	\$
6.	Import Fill	1 LS	\$	\$
7.	Construction Geotextile for Separation	9,450 SY	\$	\$
8.	Crushed Surfacing Base Course	5,350 TN	\$	\$
9.	Crushed Surfacing Top Course	1,850 TN	\$	\$
10.	HMA CL. 1/2 In. PG 58H-22	2,850 TN	\$	\$
11.	Cement Concrete Pavement w/ Structural Anchors	80 CY	\$	\$
12.	Gravel Backfill for Drain	60 TN	\$	\$
13.	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam.	25 LF	\$	\$
14.	Flow Dispersal Trench w/ Catch Basin Type 1	1 LS	\$	\$
15.	Flow Control Structure	1 EA	\$	\$
16.	Structure Excavation Class B Incl. Haul	1 LS	\$	\$
17.	Shoring or Extra Excavation Class B	1 LS	\$	\$
18.	Bank Run Gravel for Trench Backfill	20 TN	\$	\$

Bid Item No.	Bid Item	Bid Quantity	Unit Bid Price	Bid Amount
19.	Erosion/ Water Pollution Control	1 LS	\$	\$
20.	Seeding and Topsoil	1 LS	\$	\$
21.	Chain Link Fence, Type 3	1,005 LF	\$	\$

Subtotal \$

Sales Tax at 8.1% \$

Total Bid Amount (including tax) \$ _____

Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

ADDENDA RECEIPT ACKNOWLEDGEMENT

Receipt of the following Addenda to the Drawings and/or Specifications is hereby acknowledged.

ADDENDUM NO.	DATE OF RECEIPT	SIGNED ACKNOWLEDGMENT
1.		
2.		
3		

Failure to acknowledge receipt of addenda may be considered an irregularity in the proposal.

Bid Signature. The Bid shall be signed by the Bidder, as follows:

Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" in the Official Capacity line.

Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" in the Official Capacity line.

Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. If the Bid is signed by officials other than the president and secretary of the company, or the president / secretary / treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid.

Joint Venture: Each party of the joint venture shall sign in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

Name of Firm _____

Signed by _____, Official Capacity _____

Print Name _____

Signed by _____, Official Capacity _____

Print Name _____

Signed by _____, Official Capacity _____

Print Name _____

Address _____

City _____ State _____ Zip Code _____

Date _____ Telephone _____ FAX _____

State of Washington Contractor's License No. _____

Washington State UBI No. _____

Federal Tax ID # _____ Email address: _____

EXHIBIT D

Pre-Bid Technical Questions/RFI Form

Pacific County Fire District #1
Site Improvements

DATE: _____

CONTACT: Brad Weatherby, Assistant Chief
Pacific County Fire District #1
26110 Ridge Avenue
Ocean Park, WA 98640
Email: weatherby@pcfd1.org

SUBMIT ALL PRE-BID TECHNICAL QUESTIONS/RFI TO THE ENGINEER UTILIZING THIS FORM. ALL RESPONSES TO QUESTIONS/RFI WILL BE MADE BY WRITTEN ADDENDUM.

The following question(s) concern Specifications,

Table with 4 columns: Section (number), Page, Item, Paragraph. Includes multiple blank rows for entry.

The following question(s) concern Drawings,

Table with 1 column: Sheet/Drawing (number). Includes multiple blank rows for entry.

Question(s) submitted by:

Form with fields for Name, Organization, Telephone, Fax, and Email.

EXHIBIT E

**COMBINED AFFIDAVIT & CERTIFICATION FORM:
NON-COLLUSION, MINIMUM WAGE (NON-FEDERAL AID)**

NON-COLLUSION AFFIDAVIT

Being first duly sworn, deposes and says, that he/she is the identical person who submitted the foregoing Bid, and that such Bid is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and further, that the deponent has not directly induced or solicited any other individual or entity to put in a sham Bid, or to refrain from submitting a Bid, and that deponent has not in any manner sought by collusion to secure to himself/herself or to any other person any advantage over other bidder or bidders.

AND

MINIMUM WAGE AFFIDAVIT FORM

I, the undersigned, having duly sworn, deposed, say and certify that in connection with the performance of the work of this project, I will pay each classification of laborer, workman, or mechanic employed in the performance of such work not less than the prevailing rate of wage or not less than the minimum rate of wage as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

NAME OF BIDDER'S FIRM

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF BIDDER

EXHIBIT F

PUBLIC WORKS CERTIFICATIONS

1. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.
2. The bidder hereby certifies that the bidder is in compliance with the Washington State Department of Labor and Industries Contractor Training Requirement established by RCW 34.04.350 or is exempt from such requirements.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

EXHIBIT G

BID DEPOSIT FORM

Pacific County Fire District #1 Site Development

Name of Bidder

The Bidder named above hereby submits its bid deposit to the Pacific County Fire District #1 in the amount of \$_____, which is at least 5% of its total bid and shall not be conditioned in any way to modify the minimum five percent (5%) required. The deposit is in the following form (check one):

- Cash
- Certified Check
- Cashier's Check
- Postal Money Order
- Bid Bond (use form below)

BID BOND

We, the undersigned Bidder and Surety, are jointly and severally obligated to Pacific County Fire District #1 in the penal sum of \$_____, to be paid to Pacific County Fire District #1 if the Bidder's bid proposal for the above named project is accepted, and if the Bidder then fails to execute the contract and furnish the required performance bond and insurance within the time period provided by the contract documents; otherwise this obligation shall be void.

Name of Bidder

Name of Surety

Authorized Signature

Authorized Signature*

Title

Title

Date

Date

*Attach Power of Attorney

Form S.F. 352 (3.94)	Pacific County Fire Protection District No. 1 PAYMENT AND PERFORMANCE BOND
----------------------------	--

Date Bond Executed

See Instructions to Bidders

NOTE: Type or Print in Ink

Principal (Legal Name and Business Address)	Type of Organization (Check One)	
	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
Surety(ies) (Name(s) and Business Address(es))	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Corporation
	Contract Date	Contract Number
	Sum Amount of bond (Including State Sales Tax)	
	Dollars	
	(\$ _____)	

We, the Principal and Surety(ies), in accordance with the Revised Code of Washington, are firmly bound and obligated to Pacific County Fire Protection District No. 1 in the above sum amount on conditions set forth below, for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that the Principal entered into the contract identified above.

THE ABOVE OBLIGATION shall be void and of no effect if the Principal performs and fulfills all the provisions of such contract and any extensions or modifications thereof that may be made by Pacific County Fire Protection District No. 1, and faithfully pays all laborers, mechanics and subcontractors and materialmen, and all persons who shall supply such person or persons, or subcontractors, with materials and supplies for the carrying on of such work and shall indemnify Pacific County Fire Protection District No. 1 against any loss or damage directly due to the failure of the Principal to faithfully perform the contract identified above.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this payment and performance bond and have affixed their signatures and seals on the date set forth above.

1. Name of Principal and Title	Phone No.	Signature	L.S. <i>(Corporate Seal)</i>
2.			

Surety A	Name and Address	Liability Limit		L.S. <i>(Corporate Seal)</i>
	Name and Title (Attorney in Fact)	Phone No.	Signature	
	Name and Title (Resident Agent)	Phone No.	Signature	

Surety B	Name and Address	Liability Limit		L.S. <i>(Corporate Seal)</i>
	Name and Title (Attorney in Fact)	Phone No.	Signature	
	Name and Title (Resident Agent)	Phone No.	Signature	

EXHIBIT I – PREVAILING WAGE RATES

This Project requires the payment of prevailing wages. Applicable Prevailing Wage Rates can be found at: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>.

Contractors shall use the wage rates in effect in the County in which the Project is located on the due date of the bid. A copy of the applicable wage rates is available for viewing at the Owner's headquarters station and a hard copy will be mailed if requested.

EXHIBIT J - PROJECT SPECIFICATIONS

Section II Special Provisions
