

Pacific County Fire Protection District 1
Special Commissioner's Meeting
March 26, 2024 – 1:00 P.M.
Station 21-1, Ocean Park



AGENDA

Establish Quorum/Call Meeting To Order/Pledge of Allegiance/Approval of Agenda

Old Business:

1. Interfacility Transport Agreement between Pacific County Fire District #1 and the City of Ilwaco

New Business:

1. Pacific County Fire District # 1 Site Development Project Instructions to Bidders and Contract: Needs Approval
2. Invitation to Bid Pacific County Fire #1 Site Development: Needs Approval
3. Resolution 2024-05 – Form of Reimbursement: Needs Approval

Adjourn Meeting by Chairman



**COMMISSIONER'S MEETING
AGENDA ITEM INFORMATION**

MEETING DATE: 3/26/2024
AGENDA ITEM (to be completed by the office): Old Business #1
SUBJECT: Interfacility Transport Agreement between Pacific County Fire District #1 and the City of Ilwaco
REQUESTOR:
COST (including tax):
SUMMARY: This version of the agreement has corrected dates from 2023 to 2024.
RECOMMENDATION: Approve the updated agreement.

INTERFACILITY TRANSPORT AGREEMENT

This Agreement is entered into between PACIFIC COUNTY FIRE PROTECTION DISTRICT NO. 1, a municipal corporation, hereafter referred to as "District ", and CITY OF ILWACO hereafter referred to as "Ilwaco".

RECITALS

1. This agreement is entered into by the District under the authority of RCW 52.12.031.
2. The District provides fire protection and emergency medical services within its jurisdiction.
3. The District also provides BLS interfacility transports from Ocean Beach Hospital to Out-of-Town tertiary healthcare facilities for District Residents and/or Taxpayers.
4. The District requires additional resources to meet the demand for BLS interfacility transports.
5. Ilwaco operates licensed BLS ambulances, has staff trained to provide BLS interfacility transports and has the capacity to provide additional BLS interfacility transport services to the District.

AGREEMENT

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. Effective Date and Termination of Agreement.

- 1.1. This agreement shall be effective on mutual execution and shall continue until December 31, 2024.
- 1.2. Either party may terminate this agreement immediately if the other party fails to substantially perform its obligations under the Agreement or in the event either party fails to maintain all required licenses and certifications.
- 1.3. Either party may terminate without cause with 30 days advance written notice to the other party.
- 1.4. The parties agree to meet no later than November 30, 2024 to discuss continuing, amending, or terminating this agreement.

2. DEFINITIONS

- 2.1. District Resident. A resident shall be defined as someone who has maintained their primary dwelling within the District's boundaries for a period of at least ninety (90) days and/or a dependent living in the same household (as defined by IRS guidelines).

- 2.2. District Taxpayer. A person who has paid real property taxes to the District in the form of an EMS levy on property owned within the Pacific County Fire District 1 or a person who owns or is employed by a business that is a tenant on a property that pays real property taxes to the District.
- 2.3. Out-of-Pocket Expenses. Any cost(s) not covered by the District Resident's or Taxpayer's insurance.
- 2.4. Out-of-Town. Out-of-Town interfacility transfers are transports of District Residents or Taxpayers that require travel of 65 or more miles one-way.

3. Services.

- 3.1. Ilwaco will perform BLS Out-of-Town interfacility transfers for District Residents or Taxpayers, primarily at the request of Ocean Beach Hospital or other medical care facilities located within the District that are authorized to organize or arrange ambulance transports "Services."
- 3.2. Ilwaco will be the contact for the Services and will retain first right of refusal to provide the Services. Ilwaco will maintain a 24-hour access line for dispatching of the Services, 360.208.1628.
- 3.3. Individuals transported will be expected to cooperate with Ilwaco and the District by executing all necessary health information releases and assignments of benefits to enable Ilwaco to obtain payment from appropriate third parties and insurers. Individuals may also be requested to provide Ilwaco with proof of residency or property ownership. Such proof may include property tax statements, leases, voter registration cards or other such documentation as determined at the discretion of the Ilwaco Fire Chief.
- 3.4. Ilwaco agrees to not bill any Out-of-Pocket Expenses or add non-resident surcharges to Residents or Taxpayers of the District.
- 3.5. All Services provided by Ilwaco and the vehicles and personnel used to supply the Services shall meet the statutory and regulatory requirements set forth in Chapter 18.73 RCW and Chapter 246-976 WAC and the medical protocol established by the Department of Health through the medical program director.
- 3.6. Ilwaco shall not assign or transfer any Services under this agreement.

4. Compensation.

- 4.1. The District will make a single payment of \$25,000 for the Services during calendar year 2024. The payment will be made no later than April 30, 2024.
- 4.2. In the event Ilwaco bills a District Resident or Taxpayer for any Out-of-Pocket services rendered from January 1, 2024 to December 31, 2024, Ilwaco shall, upon receiving notice of such billing:

- 4.2.1. Notify the District of the billing error, including the patient's name and amount of error; and
 - 4.2.2. Refund the patient the amount collected in error out-of-pocket from the service; and
 - 4.2.3. Notify the District of the date the error was resolved with the patient.
- 4.3. Ilwaco shall be solely responsible for patient billing and collection for services rendered by Ilwaco pursuant to this Agreement. Ilwaco's payment obligations under this Agreement are not conditioned on or subject to Ilwaco's ability to collect payments.

5. DELIVERABLES

- 5.1. Ilwaco agrees to report to the District on a quarterly basis the number of District Residents or Taxpayers that received Services. Ilwaco shall provide the following information:
 - 5.1.1. Patient name;
 - 5.1.2. Patient's physical address;
 - 5.1.3. Payer information (i.e. Medicare, Medicaid, Private, etc.); and
 - 5.1.4. Date and time of Service.
- 5.2. Ilwaco and District will meet quarterly to discuss the effectiveness of this agreement and on-going relationships related to meeting goals set forth by Ilwaco and/or District.

6. PERFORMANCE

- 6.1. In the event Ilwaco is unable to perform the Services for a District Resident or Taxpayer, Ilwaco shall direct the BLS transfer request to the District.
- 6.2. In the event of a unique situation, Ilwaco and District representatives can mutually work together to provide Services to the District Resident or Taxpayer.

7. Indemnification

- 7.1. To the extent permitted by law, Ilwaco shall indemnify and hold District and District's agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the other party arising out of, in connection with the Ilwaco's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of both parties, the parties, and/or their agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Ilwaco; and provided further, that nothing herein shall require one party to hold harmless or defend the other party, its agents, employees and/or officers from any

claims arising from the sole negligence of the other party, its agents, employees, and/or officers. No liability shall attach to either party by reason of entering into this Agreement except as expressly provided herein.

7.2. The foregoing indemnity is specifically and expressly intended to constitute a waiver of NMRFA's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects to Hospital. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

8. Insurance.

8.1. Each party shall carry and maintain, for the duration of this Agreement, general liability, automobile liability, property damage, and errors and omissions insurance coverage with an admitted carrier for the state of Washington.

9. **Dispute Resolution.** Prior to any other action, the parties shall meet and attempt to negotiate a resolution to such dispute.

9.1. Mediation. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

9.2. Arbitration. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Pacific County Superior Court, as amended, 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 both 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. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.

9.3. Judicial. 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 Pacific County Superior Court. The court shall determine all questions of law and fact without empaneling a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.

9.4. Final Remedy. 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.

10. Health Care Information. The District and Ilwaco are covered entities under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Both parties shall comply with all state and federal requirements regarding patient health information while performing services under this Agreement.

11. Legal Compliance. The parties will comply in all material respects with all applicable federal and state laws including, but not limited to the federal anti-kickback law and regulations.

12. Non Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provide services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing services hereunder.

13. Independent Contractor. No relationship of employer and employee is created by this Agreement, and Ilwaco is an independent contractor. Further, the parties acknowledge that no common law agency relationship exists. There are no intended third party beneficiaries under this Agreement.

14. Miscellaneous:

14.1. No Separate Entity Created. This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation.

14.2. Administration. Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the fire chiefs of the Parties.

14.3. Property Ownership. This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by Ilwaco to enable it to perform the services required under this agreement, shall remain the property of Ilwaco in the event of the termination of this agreement.

14.4. Notices. All notices, requests, demands and other communications required by this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed

to the party at its address as stated in this agreement or at such address as any party may designate at any time in writing.

14.5. Severability. If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.

14.6. Modification. This agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

14.7. Benefits. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons. The duty of the District to provide ambulance services under the provisions of this Agreement is a duty owed to the public generally and by entering into this Agreement, the District does not incur a special duty to Ilwaco or its patients..

14.8. Litigation. In the event of litigation concerning the terms of or performance under this agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.

14.9. Non-Exclusive Agreement. The parties to this agreement shall not be precluded from entering into similar agreements with other parties.

DATED: _____, 2024

DATED: _____, 2024

PACIFIC COUNTY FIRE
PROTECTION DISTRICT NO. 1

CITY OF ILWACO

By : _____

By : _____

Notice Address:

Notice Address:



**COMMISSIONER'S MEETING
AGENDA ITEM INFORMATION**

MEETING DATE: 3/26/2024
AGENDA ITEM (to be completed by the office): New Business #1
SUBJECT: Pacific County Fire District # 1 Site Development Project Instructions to Bidders and Contract
REQUESTOR:
COST (including tax):
SUMMARY:
RECOMMENDATION: Approve the Pacific County Fire District # 1 Site Development Project Instructions to Bidders and Contract.

**Pacific County Fire District # 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 District #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 District #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 _____ p.m. on _____, 20____.
- 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 _____ p.m. on _____, 20____, at _____ . 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 _____ p.m. on _____, 20____, 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 at _____

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 _____. 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 purposed 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,

Section (number)	Page	Item	Paragraph

The following question(s) concern Drawings,

Sheet/Drawing (number)

Question(s) submitted by: _____

Name	Organization

Telephone _____ Fax _____

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. (Corporate Seal)
2.			

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

Name and Address		Liability Limit		L.S. (Corporate Seal)
Surety B	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

SECTION II

SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

The work on this project shall be accomplished in accordance with the Contract included in the bid package and the current edition of the Standard Specifications for Road, Bridge and Municipal Construction as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work. In the even of conflicts between the Contract and these specifications, the Contract shall control.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)

Also incorporated into the Contract Documents by reference are:

- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor's own expense.

DIVISION 1 GENERAL REQUIREMENTS

DESCRIPTION OF WORK

This project consists of approximately 4.5 acres of clearing, grubbing, and grading. Improvements include the paving of approximately 1,425 linear feet of an existing gravel and proposed roadway, the construction of 2.0 acres of asphalt surfacing; catch basin and storm drain piping installations; and construction of a detention pond and swales.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions (January 19, 2022 APWA GSP)

Delete the heading Completion Dates and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date

The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications or WSDOT General Special Provisions, to the terms "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated location".

All references to "final contract voucher certification" shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond

The definition in the Standard Specifications for "Contract Bond" applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents

See definition for "Contract".

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF THE CONTRACT

1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond. The Contracting Agency intends to award one construction contract based on the total including sales tax.

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);

2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-04 SCOPE OF WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(*****)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Contract Addenda,
2. Contract Form
3. Proposal Form,
4. Special Provisions,
5. Contract Drawings,
6. Standard Specifications,
7. Contracting Agency's Standard Plans or Details (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.6 Increased or Decreased Quantities
(*****)

Delete this section and replace with the following:

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.

1-05 CONTROL OF WORK

1-05.7 Removal of Defective and Unauthorized Work
(October 1, 2005 APWA GSP)

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Contracting Agency and request the Contracting Agency establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed to reach physical completion. The Contracting Agency will schedule an

inspection of the work with the Contractor to determine the status of completion. The Contracting Agency may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Contracting Agency concurs with the Contractor that the work is substantially complete and ready for its intended use, the Contracting Agency, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Contracting Agency does not consider the work substantially complete and ready for its intended use, the Contracting Agency will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Contracting Agency with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Contracting Agency establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Contracting Agency to schedule a final inspection. The Contracting Agency will set a date for final inspection. The Contracting Agency and the Contractor will then make a final inspection and the Contracting Agency will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Contracting Agency is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the D Contracting Agency may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Contracting Agency's right hereunder.

Upon correction of all deficiencies, the Contracting Agency will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.13 Superintendents, Labor and Equipment of Contractor *(August 14, 2013 APWA GSP)*

Delete the sixth and seventh paragraphs of this section.

Add the following new section:

1-05.16 Water and Power *(October 1, 2005 APWA GSP)*

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed *(October 1, 2005 APWA GSP)*

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007)

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

Power

PUD No. 2 of Pacific County
(360)642-3191
9610 Sandridge Road
Long Beach, WA 98631
address

1-07.24 Rights of Way
(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

The Contractor's construction activities shall be confined to the right of way and within the limits shown on the drawings, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work.

The Agency will submit the appropriate Notice of Maintenance to WSDOT and Pacific County prior to the beginning of the work. The Contractor is required to meet the conditions of the work authorization.

Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-08 PROSECUTION AND PROGRESS

Add the following new Sections:

1-08.0 Preliminary Matters
(May 25, 2006 APWA GSP)

Add the following new Section:

1-08.0(1) Preconstruction Conference
(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer, the Contracting Agency and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 48 hours prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.

3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.3(2)A Type A Progress Schedule
(December 30, 2022 APWA GSP)

Revise this section to read:

The Contractor shall submit ~~\$\$\$~~ copy of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-09 MEASUREMENT AND PAYMENT

1-09.6 Force Account

(*****)

Section 1-09.6 is supplemented with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made under the bid item Force Account on the basis of the amount of work actually authorized by Contracting Agency.

The Contracting Agency will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time utilizing the Field Order Form contained in these contract documents.

Payments or credits for changes amounting to \$2,500 or less may be made under the Bid item "Minor Changes". At the discretion of the Owner, this procedure for Minor Changes may be used in lieu of the more formal procedure for Change Orders.

If the Contractor identifies what, in the view of the Contractor, is out of scope work to be performed and paid for by force account, the Contractor must provide clear documentation for why the identified work is outside the contracted scope of work and submit documentation to the Contracting Agency within 48 hours of initial notice of out of scope work. The Contracting Agency will evaluate submitted documentation and provide a determination in writing to the Contractor within 14 calendar days after receipt of the Contractor's documentation for out of scope work. If the Contracting Agency determines that the Contractor's documentation supports the claim for out of scope work, the Contractor, within 72 hours, must provide a project labor list, materials, equipment, and services to the Contracting Agency for use in calculating the force account payment prior to commencing the work. No payment will be made to the Contractor for schedule impacts while the Contractor's documentation is being evaluated. No payment shall be made to the Contractor for any force account work that is completed without written approval of the Contracting Agency. All force account work must be

monitored and computed by the Contracting Agency or the Contracting Agency, and the results shall be final. No force account payment computed by the Contractor will be accepted.

1-09.9 Payments

(March 13, 2012 APWA GSP)

Delete the first four paragraphs and replace them with the following:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non-FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

**DIVISION 2
EARTHWORK**

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description
(*****)

Delete paragraph one of Section 2-01.1 which begins "The Contractor shall clear..." and replace with the following:

The extent of clearing and grubbing required consists of clearing, removal and disposal of all miscellaneous debris and vegetation such as stumps, trees, logs, roots, shrubs, vines, grass and weeds within the designated limits as required to construct improvements as shown on the Drawings. Clearing and grubbing is estimated at 4.5 acres.

Removing and replacing landscaping, or similar improvements that interface with the construction, shall be completed by the Contractor and shall be considered incidental to the construction, and the cost thereof shall be included in the unit contract prices in the proposal. Said improvements shall be removed and replaced to the satisfaction of the Contracting Agency and the Contractor shall, at his own expense, completely repair any damage thereto caused by his operations.

The Contractor shall coordinate with adjacent property owners to allow them to retain trees adjacent to their property. The Contractor shall be responsible for sustaining the growth of shrubs and trees, within the confines of the work area, for a period of one year following final acceptance of the improvements. All costs incurred shall be considered incidental to the bid items and shall be included in the unit contract prices in the proposal.

The Contractor shall take adequate precautions to protect existing lawns, trees, shrubs outside of rights-of-way, sidewalk, curbs, pavements, utilities, adjoining property, retaining walls, walkways and structures, and to avoid damage thereto. The Contractor shall, at his own expense, completely repair any damage thereto to a condition similar or equal to that existing before such damage or removal at Contractor's expense.

2-01.2 Disposal of Usable Material and Debris
(*****)

Section 2-01.2 is supplemented with the following:

No waste site has been provided by the Port for this project. Disposal shall be per Disposal Method 2 of the Standard Specifications.

2-01.2(1) Disposal Method No. 1 – Open Burning
(*****)

Section 2-01.2(1) is deleted from the specifications in its entirety.

2-01.5 Payment
(*****)

Section 2-01.5 is revised as follows:

"Clearing and Grubbing", per lump sum.

The unit contract price per lump sum for "Clearing and Grubbing" shall be full pay for all Work described in this section. This also includes removal, balling, and watering ornamental or decorative shrubs and/or trees, coordinating with adjacent property owners, and sustaining

the growth of these shrubs and/or trees for a period of one year following final acceptance of the improvements. This also includes fully removing the primary root system of removed trees within the disturbed area.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description (*****)

Section 2-02.1 is supplemented with the following:

This work shall consist of the excavation, removal, haul and disposal of the items as identified on the drawings and specified herein.

Structure excavation, backfill and compaction quantities for the removal of items are not shown on the drawings. This excavation, backfill and compaction work shall be included in the lump sum for "Removal of Structures and Obstruction" or the unit bid price for items included in the Bid Proposal.

All costs associated with salvaging or abandoning items where indicated on the drawings shall be included in the lump sum "Removal of Structures and Obstructions".

Additional items of work identified in this section, and for which a bid item has been provided, shall not be included in the lump sum "Removal of Structures and Obstructions" but shall be measured and paid under the respective item.

2-02.2 Vacant (*****)

Section 2-02.2 is supplemented with the following:

Materials

All voids shall be backfilled with native material, unless otherwise directed by the Owner or Engineer.

2-02.3 Construction Requirements (*****)

Section 2-02.3 is supplemented with the following:

Disposal of excavated and removed items shall be per 2-03.3(7) of the Standard Specifications.

Unless otherwise indicated on the drawings or in the specifications, all castings, pipe and any of the discarded facilities shall be carefully salvaged and stockpiled as directed by the Owner. The Owner shall have salvage rights to all equipment and materials. If Owner elects to dispose of any equipment or material, it shall be disposed of by the Contractor and at no cost to the Owner.

2-02.4 Measurement (*****)

Section 2-02.4 is replaced with the following:

No specific unit of measurement will apply to the unit bid item "Removal of Structures and obstructions".

Removal of Structures and Obstructions, per lump sum.

2-02.5 Payment
(*****)

Section 2-02.5 is replaced with the following:

Payment shall be made for the following Bid item when it is included in the Proposal:

“Removal of Structures and Obstructions”, lump sum.

Payment shall include without limitation, haul and disposal of items, backfilling and compaction of trenches, holes, or pits that results from such removal of structures and obstructions as identified on the drawings or in these specifications or as directed by the Engineer.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.1 Description
(*****)

Section 2-03.1 is replaced with the following:

The Work described in this section, regardless of the nature or type of materials encountered, includes excavation and grading the wetland mitigation site, excavation for relocated ditch, filling of existing ditch to be relocated, excavation below grade as directed by the Engineer, haul of material designated to be used as site fill to areas requiring fill, and haul and disposal of all excess material offsite to a Contractor designated waste site.

Also included will be stockpiling and final placement of native soils and materials to be re-used on the Project Site. Excavated soils within the project area shall be hauled within the project area to construct embankment and for fill material.

Site Grading shall meet the requirements of Earth Embankments per WSDOT Standard Specification 2-03.3(14)B and shall be defined as excavating, hauling, placing, compacting and shaping the surface to a smooth finish to the elevations and grades as shown on the drawings. Final grading for this project may require the removal of material from one area and moving to another area as directed by the Owner or its representative or as noted on the drawings.

No additional payment will be made for the haul of material onsite, or the haul and disposal of surplus excavated materials.

2-03.2 Vacant
(*****)

Section 2-03.2 is supplemented with the following:

Materials

Import Fill shall meet the requirements for Aggregate for Gravel Base per WSDOT Standard Specification 9-03.10 and shall be used to supplement native material where import material is required to reach subgrade elevation, prior to installation of aggregate base.

2-03.3 Construction Requirements

2-03.3(7) C Contractor Provided Disposal Site
(*****)

Section 2-03.3(7)C is supplemented with the following:

Protection of Wetland Areas

Disposal of excess material within a wetland area, except as noted on the drawings, will not be allowed.

The Contractor shall protect, indemnify, and save harmless the Owner from any damages that may arise from the Contractor's activities in making these arrangements. Such indemnity shall be in accordance with RCW 4.24.115 as amended by CH. 305, Laws of 1986. Any action required satisfying any permit and/or any approval requirements in a Contractor provided disposal site shall be performed by the Contractor at no additional expense to the Owner.

2-03.3(14)C Compacting Earth Embankments (March 13, 1995)

Section 2-03.3(14)C is supplemented with the following:

All embankments, except waste embankments, shall be compacted using Method A.

2-03.3(14)J Gravel Borrow Including Haul (*****)

Section 2-03.3(14)J is supplemented with the following:

Import fill shall be comprised of Aggregate for Gravel Base and shall be used to supplement native material to build embankments to final subgrade elevation.

2-03.4 Measurement (*****)

Section 2-03.4 is modified as follows:

No specific unit of measurement will apply to the unit bid item "Site Grading". Payment for embankment compaction will not be made as a separate item. All costs for embankment compaction shall be included in other Bid items involved.

Site Grading, per lump sum.

"Import Fill" shall be measured per ton for material supplied, placed and shaped on site. Measurements will be made for truck tickets showing weight of material delivered to the site.

Import Fill, Incl. Haul, per cubic yard.

2-03.5 Payment (*****)

Section 2-03.5 is supplemented with the following:

No payment will be made per 2-03.5 herein for items which are measured and paid per 2-02 of these Special Provisions.

The lump sum contract price for "Site Grading" shall include all costs for preparing and implementing the grading as indicated on the drawings that is not otherwise paid under separate contract times in the proposal. No additional payment will be made under the unit bid item " Site Grading" for the re-use of native materials. Payment shall include without limitation, haul and disposal of items, backfilling and compaction of trenches, holes, or pits that results from such removal of structures and obstructions as identified on the drawings or in these specifications or as directed by the Engineer.

The unit Contract price per Ton for "Import Fill, Incl. Haul" shall be full compensation for all costs incurred for excavating, loading, hauling, and placing the material unless otherwise specified in the Proposal.

2-12 CONSTRUCTION GEOSYNTHETIC

2-12.1 Description

(*****)

Add the following to Section 2-12.1:

Construction Geotextile shall be used beneath Asphalt and Cement Concrete Training Area.

2-12.2 Materials

(*****)

Add the following to Section 2-12.2:

Construction Geotextile for asphalt training area shall be non-woven "Construction Geotextile for Separation" per Section 9-33, Table 3, and shall listed on the WSDOT QPL.

Materials to secure geotextile in place shall be by securing staples, pins or other means in accordance with manufacture's recommendations and approved by the Engineer to secure the geotextile during stretching layers into a tight configuration and to maintain manufacturer specified or recommended overlaps.

2-12.3 Construction Requirements

2-12.3(2) Separation

(*****)

Section 2-12.3(2) is supplemented with the following:

Geotextile for separation shall be placed with the long axis parallel to the centerline of the pipe and the path as directed by the Engineer in the field. Overlaps of the fabric shall be pinned with sod pins on intervals determined for the site by the Engineer. Pleats for changing directions of the fabric roll shall be pinned. Additional sod pins shall be used to prevent displacement of the fabric by the wind or other conditions. Fabric placed over benches cut in a slope shall be pinned at the bottom of the vertical cuts at 10-foot intervals or as otherwise directed by the Engineer. The minimum overlap shall be 12-inches with pins or 24-inches without pins.

Geotextile for separation shall be placed for the full length of all gravity storm drain piping and under all storm drain catch basins and manholes.

**DIVISION 4
BASES**

4-04 BALLAST AND CRUSHED SURFACING

4-04.1 Description
(*****)

Delete the second paragraph and replace with the following:

Work consists of furnishing and placing Crushed Surfacing Top Course (CSTC) and Crushed Surfacing Base Course (CSBC) for the asphalt and concrete training yard and access road.

4-04.4 Measurement
(*****)

Section 4-04.5 is supplemented with the following:

Measurement of Crushed Surfacing Top Course shall be per ton.

Measurement of Crushed Surfacing Base Course shall be per ton.

4-04.5 Payment
(*****)

Section 4-04.5 is supplemented with the following:

The item "Crushed Surfacing Top Course" includes Crushed Surfacing Top Course for the access road and asphalt training yard.

Payment for Crushed Surfacing Top Course and Crushed Surfacing Base Course shall be per ton at unit contract price included in the contract. The unit contract price shall include all costs for obtaining the materials, hauling the materials to the site, stockpiling, spreading, grading, shaping, compacting and all other incidentals, complete, in place.

DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT

5-04.2(2) Mix Design – Obtaining Project Approval
(January 3, 2011 WSDOT GSP)

Section 5-04.2(2) is supplemented with the following:

ESAL's

The number of ESAL's for the design and acceptance of the HMA shall be \$ 0.3-3.0 \$ million.

(*****)

Section 5-04.2(2) is supplemented with the following:

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer or Contracting Agency. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

No paving shall begin prior to the approval of the mix design by the Engineer. Fifteen days prior to the first day of paving the contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & sig-nature) of a valid licensed Washington State Professional Engineer.
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.

The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.

Mix designs for HMA accepted by Nonstatistical evaluation shall;

- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of

Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).

- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

Commercial Evaluation Approval of a mix design for "Commercial Evaluation" will be based on a review of the Contractor's submittal of WSDOT Form 350-042 (For commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.

5-04.3(3)D Material Transfer Device/Vehicle

(April 4, 2016, WSDOT)

Section 5-04.3(3)D is deleted in its entirety.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

*(*****)*

Section 5-04.3(8) is deleted and replaced with the following:

For HMA accepted by nonstatistical evaluation the aggregate properties of sand equivalent, uncompacted void content and fracture will be evaluated in accordance with Section 3-04.

5-04.3(9) HMA Mixture Acceptance

*(*****)*

Section 5-04.3(9) is deleted and replaced with the following:

Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

HMA Tolerances and Adjustments

Job Mix Formula Tolerances – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2.

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

For Aggregates in the mixture:

First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- a. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.
2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.
 - a. Aggregates –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).
 - b. Asphalt Binder Content – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 800 tons, whichever is less except that the final subplot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining

sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

Sampling and testing for evaluation shall be performed on the frequency of one sample per subplot.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASH-TO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall to be tested.

Sampling and testing HMA in a Structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a Composite Pay Factor (CPF) shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of Va will at the option of the Contracting Agency. If tested, compliance of Va will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 30/T 11.

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a Composite Pay Factor (CPF) using the following price adjustment factors:

Table of Price Adjustment Factors

Constituent	Factor "f"
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Voids in Material Aggregate (VMA)	2
Air Voids (Va) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price

with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests

The Contractor may request a subplot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, Va. The results of the retest will be used for the acceptance of the HMA in place of the original subplot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(10) HMA Compaction Acceptance

(*****)

Delete section 5-04.3(10) and replace with the following:

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item "Roadway Core" the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

Test Results

For a subplot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the subplot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the subplot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results

of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B HMA Compaction – Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 400 tons, whichever is less except that the final subplot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per subplot per WSDOT T 738.

The subplot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for pre-leveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each subplot, with one test per subplot.

5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a subplot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92% a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

5-04.3(11) A Reject Work – General

(*****)

Section 5-04.3(11) A is supplemented with the following:

HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and the Contractor shall submit a corrective action proposal to the Engineer for approval.

5-04.4 Measurement

(*****)

Section 5-04.4 is supplemented with the following:

HMA Cl. ½ IN. PG 58H-22 will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of liquid asphalt binder, blended sand, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

5-04.5 Payment

(*****)

Section 5-04.5 is supplemented with the following:

“HMA Cl. ½ IN. PG 58H-22,” per ton.

The unit Contract price per ton for “HMA Cl. ½ IN PG 58H-22” shall be full compensation for all costs, including anti-stripping additive and incidental uses listed below, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in the Proposal.

Incidental uses for Hot Mixed Asphalt shall consist of restoration and adjustment to paved areas such as the construction of HMA thickened edges, HMA placed as restoration after structure excavation (trench patching) and other such uses as directed by the Engineer. Incidental uses for Hot Mix Asphalt shall also consist of adjusting adjacent utility structures, castings or boxes from existing grade to finished grade.

5-05 CEMENT CONCRETE PAVEMENT

5-05.1 Description

(*****)

Section 5-05.1 is supplemented with the following:

The Contractor shall provide submittals for concrete mix design in accordance with Section 5-05.3(1) of the Standard Specifications. The concrete mix shall have a minimum 28-day compressive design strength of 4,000 psi. Concrete pads shall include tie down anchors as specified on the drawings.

Standard Table of Concrete Mixes for Pavements

Design Age	Pavement Thickness over Standard Section	Portland Cement Type	Cement Factor	Aggregates Fine	Aggregates Course AASTO467	Flexural Design Strength
14-day	0.00'	I or II	565	1230	2060	650
10-day	0.04'	I or II	565	1230	2060	590
	0.00'	I or II	625	1145	2060	650
7-day	0.08'	I or II	565	1230	2060	540
	0.04'	I or II	625	1145	2060	590
	0.00'	I or II	750	975	2060	650
	0.00'	III	565	1230	2060	650
5-day	0.08'	I or II	655	1100	2060	540
	0.08'	III	565	1230	2060	540
4-day	0.08'	I or II	750	975	2060	540
	0.08'	III	655	1100	2060	540
3-day	0.12'	I or II	750	975	2060	500
	0.12'	III	655	1100	2060	500

Gradation for fine aggregates shall be per Sec. 9 -03.1(2)B of the Standard Specifications.

Aggregate weights are based upon bulk specific gravities of 2.67. The mix design may be adjusted by the Engineer as deemed necessary for different bulk specific gravities of aggregates.

Air-entrained concrete shall be used.

Generally concrete shall be compacted by means of a vibrating screed. Small or irregular areas require machine vibration where directed by the Engineer.

The type of vibrating screed which the Contractor proposes to use, whether roller or beam, shall be subject to approval by the Engineer. Upon request by the Engineer, a test section of pavement shall be placed for the purpose of demonstrating the capabilities of the screed to satisfactorily compact and strike off the concrete to the established grade and section.

Concrete shall be uniformly distributed between the forms and it shall then be compacted and screed to the level of the top of the forms by means of the vibrating screed. Supplemental compaction by hand spading or mechanical vibration of the concrete adjacent to the forms will be required if the concrete cannot otherwise be adequately compacted.

The vibrating screed shall be operated over the freshly placed concrete in successive passes only a sufficient number of times to obtain maximum compaction. Over-vibration of the concrete, resulting in an excess of mortar at the surface of the pavement, will not be permitted.

After the final passage of the vibrating screed, the surface of the concrete shall be at the established pavement grade and cross section and shall be sufficiently smooth as to require only a very moderate amount of hand finishing for smoothness to meet the approval of the Engineer.

Hand methods of compaction are restricted to alleys and confined areas as determined by the Engineer. The concrete shall be spread evenly with shovels and spaded along the forms with a perforated spade after which it shall be struck off with a metal shod tamping rod. The rod shall be cut to the exact crown of the roadway and be fitted with handles at each end and be of such depth or trussed to be rigid. The strike-off rod shall be operated with a combined tamping, crosswise and sawing action to produce a smooth surface free from depressions or inequalities. A small amount of mortar must be kept ahead of and extending substantially along the entire length of the rod. Excessive swinging of the rod will not be permitted.

The concrete shall be struck off again with a "second strike rod" operated in the same manner as the first rod and following not closer than 20 feet behind the first. The second strike rod may be eliminated on alley pavements having the "V" section of the center.

The second rod may also be eliminated on small pours of pavement of substandard width, unless use of the rod is required by the Engineer.

Section 5-05.3(2); Consistency
(*****)

This section is supplemented with the following:

The consistency of the concrete shall be evaluated by one of the following test methods: Method of Test for Slump of Portland Cement Concrete, ASTM Designation C 143, WSDOT Test Method No. 804A or the Method of Test for Ball Penetration in Portland Cement Concrete, ASTM Designation C 360.

The slump of the concrete when placed by machine methods shall not exceed 2 inches. When hand methods are used, the slump shall not exceed 3-1/2 inches.

A set of four (4) compressive strength test cylinders shall be taken during concrete placement in accordance with ASTM C31. Test cylinders are to be properly stored with one cylinder tested at 7-days and two cylinders tested at 28-days to ensure the concrete meets the specified compressive strength. The fourth cylinder shall be a spare cylinder to be tested if the average of the average compressive strength of the two cylinders tested at 28-days is less than 4,000 psi.

Section 5-05.3(6); Surface Preparation
(*****)

This section is supplemented with the following:

After the forms have been securely set to grade and alignment, the subgrade between the forms shall be brought to true cross section by dragging a subgrade template as many times as may be necessary to secure a true subgrade.

Where thickened edges for pavements are required, such as shown on the standard plans, the subgrade shall be excavated and shaped to provide for the section shown.

Wherever possible, vehicles shall be kept off the finished subgrade. If vehicles must travel on the subgrade ahead of the paving, a power drag shall be carried immediately ahead of placing the concrete. Irregularities in the subgrade caused by trucks during the placement of concrete shall be smoothed out and compacted immediately ahead of placing the concrete.

No concrete shall be placed until the subgrade is approved by the Engineer. Then subgrade is completed and approved shall be maintained by the Contractor at an optimum moisture content by wetting with water until the concrete is actually placed.

Section 5-05.3(7); Placing, Spreading, and Compacting Concrete
(*****)

This section is supplemented with the following:

The concrete shall be placed upon the prepared subgrade between the forms to the required depth and cross section in a continuous operation between construction or expansion joints.

The concrete shall be thoroughly consolidated against and along all forms or adjoining pavements by such means as will prevent gravel pockets along the edges of the finished pavement. Any gravel pockets found after removing the forms shall be repaired.

When integral curb is being constructed with the pavement, fresh concrete for the integral curb shall be placed at such time as will enable the top section of the curb to be consolidated, finished, and bonded to the pavement slab while the concrete is plastic.

Where curb is not being placed integral with the pavement slab, reinforcing steel dowels shall be placed in the base section for the curb per the standard drawing.

Prior to placing concrete around manholes, catch basins, gate chambers, etc., a temporary cover fitting below the rim of the ring casting shall be provided to prevent the concrete from flowing into them.

Section 5-05.3(7)B; Stationary Side Form Construction
(*****)

Paragraph 1 is replaced with the following:

Side form sections shall be straight, free from warps, bends, indentations or other defects. Defective forms shall be removed from the work. Forms may be of wood, metal, or any other material at the option of the Contractor, provided the forms are constructed to result in the specified thickness, cross section, grade, and alignment as shown in the plans.

(*****)

Section 5-05.3(7)B is supplemented with the following:

Forms shall be adequately supported to prevent deflection or movement and to result in concrete conforming with the plans and specifications. The top of the form shall not vertically deviate more than 1/8 inch in 10 feet and the alignment of forms shall be within 1/4 inch in 10 feet.

When forms are removed before the expiration of the curing period, the edges of the concrete shall be protected with moist earth or sprayed with curing compound.

Section 5-05.3(8)A; Contraction Joints
(*****)

This section is supplemented with the following:

Generally, contraction joints shall be constructed using pre-molded asphalt-impregnated felt or paper conforming to Sec. 9.04.1(1).

Pre-molded joint filler shall be 1/4 pavement depth for all thicknesses of pavement unless specified elsewhere in the construction plans.

Contraction joints may be sawed pending approval by the Engineer. Sawn contraction joints shall be minimum 1/4 pavement depth for all thicknesses of pavement unless specified elsewhere in the construction plans.

Section 5-05.3(9); Expansion Joints
(*****)

Add this section is with the following:

Expansion joints shall be installed at locations shown on the construction plans or where directed by the Engineer. Joint material shall be pre-molded, bituminous material conforming to AASHTO designation 213, 3/4 inch thickness. Joints shall extend full width of the pavement from one inch below the subgrade to flush with the finished pavement.

The filler material shall be held accurately in place during the placing and finishing of the concrete by a bulkhead, a holder, a metal cap or any other approved method. The joint must be at right angles to the paved surface and the holder must be in place long enough to prevent sagging of the material.

Expansion joints shall extend continuously through all curbs. Special care shall be taken to preserve alignment perpendicular to the pavement in the curb section.

Payment for joint material and placement shall be considered incidental to the bid items for "Replace Cement Concrete Pavement" or "Cement Concrete Pavement"

Section 5-05.3(11); Finishing
(*****)

The third paragraph is amended as follows:

After edging, the pavement shall be given a uniform gritty texture by brushing the pavement transversely with a fiber or wire brush of a type approved by the Engineer.

Curing 5-05.3(13)

Section 5-05.3(13)A; Curing Compound
(*****)

This section is supplemented with the following:

White pigmentation curing compound is NOT ALLOWED. Clear curing compound shall be used.

Prior to beginning of each day's pour, the Contractor shall provide the Engineer with calculations showing that Contractor has enough curing compound on site to provide the minimum coverage of one gallon to not more than 150 square feet.

Section 5-05.3(13)B; White Polyethylene Sheeting
(*****)

This section is supplemented with the following:

White polyethylene sheeting shall not be allowed as a curing method but may be used to protect the finished surface from the weather.

Section 5-05.4; Measurement
(*****)

This section is replaced with the following:

Measurements for " Cement Concrete Pavement w/ Structural Anchors" are computed per cubic yard complete in-place.

Section 5-05.5; Payment

(*****)

This section is replaced with the following:

Payment for " Cement Concrete Pavement w/ Structural Anchors" shall be at the unit contract price per cubic yard complete in place. The unit contract price shall be full compensation for furnishing all labor, tools, equipment, materials, construction, testing, curing, and protecting the cement concrete pavement, alley returns and driveways.

Construction of thickened edges and placing of longitudinal and transverse construction joints shall be considered incidental to the cement concrete pavement and no additional payment shall be made.

Reinforcing steel shown on the standard plans and required for the construction of pavement shall be considered as incidental to the construction and all costs thereof shall be included in other items of work and no further payment will be allowed.

DIVISION 7
**DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER
MAINS, AND CONDUITS**

7-01 DRAINS

7-01.4 measurement
(*****)

Section 7-01.4 is supplemented with the following:

Gravel backfill for drains will be measured per ton placed within the neatline limits of Structure excavation Class B per Plans.

7-01.5 Payment
(*****)

Section 7-01.5 is supplemented with the following:

Payment for "Gravel Backfill for Drains" shall be per ton at unit price included in the Proposal. The unit contract price shall include all costs for obtaining the materials, hauling the materials to the site, stockpiling, spreading, grading, shaping, compacting and all other incidentals, complete, in place.

7-04 STORM SEWERS

7-04.2 Materials
(*****)

Section 7-04.2 is revised as follows:

Materials allowed for this project will include:

- Corrugated Polyethylene Storm Sewer Pipe 9-05.20

All corrugated polyethylene storm sewer pipe shall be rubber gasketed bell and spigot conforming to ASTM F477. Pipe and joints shall be water tight and air testable meeting the requirements of ASTM D3212.

Pipe Zone Bedding and imported trench backfill shall be Gravel Backfill for Drains, CSTC, native material, and Select Borrow meeting the requirements of 9-03.9(3) of the Standard Specifications and Plans.

7-04.3 Construction Requirements
(*****)

Section 7-04.3 is supplemented with the following:

Drawings and profiles are for the assistance and guidance of the Contractor; exact distances and levels will be governed by existing ground conditions and locale of all utilities. Contractor shall be responsible for verifying location of existing utilities. See also RCW 19.122 and 1-07.17 of the Standard Specifications and herein.

Where approved by the Contracting Agency or in Plans, native backfill material may be used when backfilling outside of paved areas. Reuse of native backfill material shall be considered included in linear foot cost for the pipe or structure installed and no additional payment will be made.

Material excavated for installation of pipeline shall be stockpiled for use as trench backfill within the limits as shown on the drawings, and as indicated by the Engineer. Where insufficient native material is available for pipe backfill, the Contractor shall use Gravel Borrow from an approved source.

7-04.3(1) Cleaning and Testing

(*****)

Supplement this section with the following:

Testing and Television Inspection shall be performed subsequent to installation of trench backfill material and prior to final surfacing.

Deflection Test for Thermoplastic Pipe

The requirements of Section 7-17.3(2)G shall not apply to storm sewers.

7-04.3(1)B Exfiltration Test – Storm Sewers

(*****)

Delete this entire section and replace with the following:

No Exfiltration leakage tests will be required.

7-04.3(1)C Infiltration Test – Storm Sewers

(*****)

Delete this entire section and replace with the following:

No Low-pressure air test for storm sewers will be required.

7-04.4 Measurement

(*****)

Section 7-05.5 is supplemented with the following:

Delete the second sentence of paragraph one of Section 7-04.4 which begins “The number of linear...” and replace with the following:

The number of linear feet will be measured along the pipe invert from the center of drainage structure to the center of drainage structure or from the center of drainage structure to the end of pipe, as is appropriate.

7-04.5 Payment

(*****)

Section 7-04.5 is supplemented with the following:

Payment will be made in accordance with Section 1-04.1 for the following bid items when included in the Proposal:

“Corrugated Polyethylene Storm Sewer Pipe, 12-inch Diam.”, per linear foot“

All costs associated with, furnishing, installing, testing, television inspection, cleaning, construction geotextile for separation, connecting the pipe to the new storm sewer catch basin or curb inlet, adjustment of inverts to structures, and backfilling will be included in payment, at the unit Contract price per linear foot, for the affected pipe pay item.

If unsuitable foundation is encountered, it shall be removed and replaced per the provisions of Section 2-03.3(14)E.

Trench backfill for pipes will be measured and paid for under the unit bid price for "Crushed Surfacing Top Course"

If Plans specify the use of Gravel Backfill for Drains for pipe zone bedding, material will be measured and paid for under the unit bid price for "Gravel Backfill for Drains."

No payment will be made under the "Crushed Surfacing Top Course" bid item when over-excavation is performed in lieu of shoring, per the requirements of section 2-09 of the Standard Specifications and herein.

7-05 MANHOLES, INLETS, CATCH BASINS AND DRYWELLS

7-05.2 Materials

(*****)

Section 7-05.2 is supplemented with the following:

This work shall also include the construction of the "Flow Control Dispersal Trench" and the "Flow Control Structure" as specified and shown on the drawings.

Drainage structures shall be constructed in conformance with the following Standard Plans and Specifications:

Structure Type	Standard Plan
Flow Control Dispersal Trench w/ Catch Basin, Type 1 & 6-inch Perforated PVC	As detailed on the drawings
Flow Control Structure	As detailed on the drawings

7-05.3 Construction Requirements

(*****)

Section 7-05.3 is supplemented with the following:

It shall be the Contractor's responsibility to provide erosion control Best Management Practices as necessary during project construction in accordance with Standard Specification Section 8-01 as part of these bid items.

It shall be the Contractor's responsibility to provide de-watering as necessary during installation in accordance with Special Provisions Section 7-08.3 Dewatering as part of these bid items in 7-05 Standard Specifications and Special Provisions.

7-05.5 Payment

(*****)

Section 7-05.5 is supplemented with the following:

"Flow Control Dispersal Trench", per lump sum.

"Flow Control Structure", per each.

The unit contract price for "Flow Control Dispersal Trench" shall include full pay for all costs associated with furnishing and installing the catch basin, Type 1 and 6-inch perforated pipe.

The unit contract price for "Flow Control Structure" shall include full pay for all costs associated with furnishing and installing the 54-inch storm drain manhole and all appurtenances as shown on the drawings.

The unit contract price per each for the drainage structures of the type and size specified shall be full pay for all cost associated with furnishing and installing the completed installation. Installation shall include excavation, furnishing and placing construction geotextile for

separation, furnishing and placing of all accessories such as cast iron rings, covers, steps and hardware, connections to new and existing facilities, foundation preparation, backfill and compaction, cement concrete flotation slab, cleaning, and all other items essential for the completion of the installation as specified. No separate payment will be made for imported bedding or adjustments required for new catch basins and grates.

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.2 Materials

(*****)

Section 7-08.2 is supplemented with the following:

Where approved by the Engineer, and indicated on the drawings, native backfill material meeting the requirements of Section 9-03.15, Native Material for Trench Backfill, may be used above the mid-point of the pipe when backfilling outside of paved areas. Reuse of native backfill material shall be considered incidental to the linear foot cost for the pipe or structure installed and no additional payment will be made.

If insufficient native material from pipe excavation is not available for trench backfill outside of roadway areas, the use of import material meeting the requirements of Section 9-03.19, Bank Run Gravel for Trench Backfill, may be used above the mid-point of the pipe when backfilling outside of paved areas. Use of import material shall be allowed with prior approval of the Engineer and shall be used after the availability of native material for backfill has been exhausted.

In areas above the pipe at locations where landscaping vegetation will be installed, the top 12" material backfill material shall be topsoil amended with compost.

7-08.3 Construction Requirements

(*****)

Section 7-08.3 is supplemented with the following:

Dewatering

The Contractor may encounter groundwater in trench excavation depending on trench depth. The Contractor shall keep the excavated trench free of water during pipe installation, including to additional depth as may be required to furnish and place foundation materials and replace unsuitable foundation.

The Contractor shall backfill all excavations at the end of the working day to prevent groundwater from entering trenches left open overnight.

When groundwater is encountered, the Contractor shall assess the situation and develop a plan to accommodate dewatering. The Contractor shall follow the groundwater dewatering control Plan provided in these documents. All costs related to trench dewatering and excavation control plan shall be included in the related items of work. The basic trench dewatering engineered sump system at a minimum shall be installed within a drainage layer at the bottom of the trench to control incidental water, water flowing in the existing trench, groundwater seepage, and surface water inflow. At a minimum depth, the sump shall be operated within a 12-inch-thick, free draining, crushed-rock drainage layer and non-woven geotextile fabric placed on the subgrade of the excavation. Incidental water should be maintained within the lower half of the drainage layer and not be allowed to pond above the crushed rock layer surface.

The Contractor shall treat discharges from portable pumps to prevent downstream transport of sediment. It shall be the Contractor's sole responsibility to discharge groundwater per the County's Erosion Control requirements.

For the purposes of bidding, the Contractor shall assume basic trench dewatering will be required. This shall include dewatering with portable pumps. All costs for pumping, piping, settling, installing free draining rock, non-woven geotextile, and discharging of trench groundwater shall be considered incidental to the work for groundwater control pumping of up to 250 gpm. If conditions are such that additional pumps are required to remove water in excess of 250 gpm, the Contractor shall use the number and size of additional pumps, as required, to maintain a water-free trench

If pumping in excess of 250 gpm is required, or if advanced dewatering methods become necessary, such as well points or deep wells, a change order will be negotiated to provide compensation to the Contractor per 1-04.4 of the Standard Specifications.

The advanced dewatering engineered system shall include the minimum parts; mobilization of well drilling equipment, installation of dewatering wells, new observation well very near the deep excavation, and collection and treatment of the water. The Contractor shall provide notice to the Engineer if excavation cannot proceed because of site conditions and a basic trench dewatering sump system will not work. The Contractor will be required to submit a design of a dewatering well system and will be submitted to the County for approval. This shall be design and stamped by a licensed professional engineer. The water generated by the dewatering wells should be pumped into temporary storage tank(s), such as Baker tanks or Rain for Rent tanks, to allow the fine-grained sediment to settle out of suspension, prior to disposal. The disposal of treated water will then be allowed to be discharged to a nearby stormwater system downstream. Daily turbidity tests will be required and within levels allowed per County's Erosion Control requirements.

7-08.3(1)B Shoring

(*****)

Section 7-08.3(1)B is supplemented with the following:

The Contractor shall provide trench safety system(s) as required and in accordance with the Plans, Standard Specifications Sections 1-07 and 7-08 and 1-07, the Revised Code of Washington Chapter 39.04.180, 49.17, and the Washington Administrative Code, Chapter 296-155, Part N, and all referenced or otherwise applicable safety requirements.

The Contractor is responsible to notify the Washington Department of Labor and Industries, (360) 696-6317, one day prior to any trench excavation expected to exceed four feet in depth.

The costs of the Bid item "Shoring or Extra Excavation Class B" shall not be considered as incidental to any other contract item. A "zero" or unrealistic bid will be grounds to consider the entire bid as unresponsive.

7-08.3(2)B Pipe Laying, General

(*****)

The third paragraph of section 7-08.3(2)B is replaced with the following:

Pipe shall be laid to a true line and grade at the invert of the pipe and the Contractor shall exercise care in matching pipe joints for concentricity and compatibility. In no case shall two pipes be joined together with ends having the maximum manufacturer's tolerance. The invert line may vary from the true line and grade provided such variance does not exceed the following requirements:

No flat or adverse grades are created.

Invert elevations at junctions (manholes, catch basins, clean-outs) are within 0.03 feet of plan elevations.

No bellies of greater than 0.03 feet in depth are created in the line between joints. Checking of the invert elevation of the pipe may be made by calculations from measurements on the top of the pipe.

7-08.3(2)G Jointing of Dissimilar Pipe
(*****)

This section is supplemented with the following:

New pipe shall be connected to existing with a concrete collar per the drawing details.

7-08.4 Measurement
(*****)

Section 7-08.4 is supplemented with the following:

Measurement for the Bid Item "Crushed Surfacing Top Course for Trench Backfill" shall be measured by the Ton compacted in place, per the dimensions on the drawings.

7-08.5 Payment
(*****)

Section 7-08.5 is revised with the following:

"Shoring or Extra Excavation Class B", per Lump Sum.

"Crushed Surfacing Top Course for Trench Backfill" shall be paid for under the unit bid price for "Crushed Surfacing Top Course.

**DIVISION 8
MISCELLANEOUS CONSTRUCTION**

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description
(*****)

Section 8-01.1 is supplemented with the following:

Erosion Control: This Work consists of furnishing, installing, maintaining, removing and disposing of water pollution and erosion control items in accordance with these Special Provisions and the contract drawings. This item also includes maintenance of all erosion control and water pollution control measures as shown on the drawings, as well as those measures not indicated but required to assure sediment is maintained on site and not transmitted to new or existing storm water systems and facilities, including but not limited to street cleaning and inlet protection. The contractor shall take all necessary precautions and utilize the Department of Ecology's (DOE) best management practices to prevent sediment and fugitive dust from construction activities from entering into stormwater systems, natural waterways, or environmentally sensitive areas and from otherwise being carried away from the construction area by stormwater or air.

Stormwater Pollution Prevention Plan (SWPPP): Contractor(s) shall comply with the erosion control requirements of the Owner and Washington State Department of Ecology (Ecology). Contractor is responsible for maintaining and updating a Stormwater Pollution Prevention Plan per Ecology requirements.

8-01.3 Construction Requirements

8-01.3(1) General

8-01.3(1)A Submittals
(*****)

Section 8-01.3(1)A is supplemented with the following:

The Contractor shall be required to prepare, maintain and update the erosion control plan, as may be required during the course of the Project. The erosion control details included are provided solely for the establishment of basic erosion control measures and are not intended to be a complete plan.

Prior to beginning any concrete work, the Contractor shall submit a plan, for the Engineer's review and approval, outlining the procedures to be used to prevent high pH stormwater or dewatering water from entering surface waters. The plan shall include how the pH of the water will be maintained between pH 6.5 and pH 8.5 prior to being discharged from the project or entering surface waters.

8-01.4 Measurement
(*****)

Section 8-01.4 is modified with the following:

No specific unit of measure will apply to the Bid Item "Erosion/Water Pollution Control."

8-01.5 Payment
(*****)

Section 8-01.5 is modified with the following:

“Erosion /Water Pollution Control”, per lump sum.

The lump sum contract price for “Erosion /Water Pollution Control” shall include all costs for preparing and implementing an erosion control plan and SWPPP; inspecting, documenting, testing and notification as required and all temporary erosion control as stated herein and as further indicated on the drawings that is not otherwise paid under separate contract times in the proposal.

8-02 ROADSIDE RESTORATION

8-02.1 Description
(*****)

Section 8-02.1 is supplemented with the following:

Roadside Restoration shall include areas which have been cleared and grubbed, excavated or disturbed for the construction of wetland terraces, ditches or other project related items. Work shall include providing and installing a seed mix per specifications on drawings.

8-02.2 Materials
(*****)

Section 8-02.2 is supplemented with the following:

Topsoil shall be per Specification Section 9-14.2

The seed mixture shall have the following composition, proportion and quality:

Alternative 1 Seed Mixture Typical Western Washington

Kind and Variety of Seed in Mixture	Percent by Weight	Minimum Percent of Pure Seed	Minimum Percent of Germination
Colonial Bent Grass (Highland or Astoria)	10%	9.8%	85%
Creeping Red Fescus (Illahee Rainier or Pennlawn)	40%	39.2%	90%
Perennial Rye Grass	30%	29.4%	90%
White Clover (Pre-inoculated)	20%	19.6%	90%
Maximum Percentage of Weed Seed	1.0%		
Maximum Inert and Other Crops	1.0%		

The seed shall be applied at a minimum rate of 120 pounds per acre.

8-02.3 Construction
(*****)

Section 8-02.3 is supplemented with the following:

Roadside restoration bid item shall include areas which have been cleared and grubbed, excavated or disturbed for the construction of the access road or asphalt training area or other project related items. Work shall include providing and installing a blended mixture of soil with compost and seeding. Soil for Roadside Restoration shall be per the drawings.

Seeding shall be installed per WSDOT standard specification section 8-02.3(9). Fertilizer and mulch are not to be installed as a part of this project.

8-02.4 Measurement
(*****)

Section 8-02.4 is modified with the following:

No specific unit of measure will apply to "Seeding and Topsoil."

8-02.5 Payment
(*****)

Section 8-02.5 is supplemented with the following:

Roadside Restoration shall be considered incidental to the project and include furnishing and placing topsoil and compost in accordance with details shown in the drawings and these specifications or as directed by the Engineer. This also includes the complete operation of applying the seed, mulch and fertilizer and the subsequent maintaining, mowing and watering of the material until the grass reaches a healthy state of growth which is sustainable without further care. Water provided, as needed, to install and establish seed shall be included in the contract price for "Seeding and Topsoil".

"Seeding", per acre.

The lump sum unit contract price for "Seeding and Topsoil" shall be full pay for all costs necessary to prepare the area, apply seed, erect barriers, control weeds, and establish lawn areas and for furnishing all labor, tools, equipment, and materials necessary to complete the Work as specified herein and shown on the drawings.

8-12 Chain Link Fence and Wire Fence

8-12.1 Description
(*****)

Section 8-12.1 is supplemented with the following:

Chain Link Fence shall be Type 3 per WSDOT Standard Plan L-20.10 and installed around the site as indicated on the drawings.

**DIVISION 9
MATERIALS**

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.2(1) Topsoil Type A
(*****)

Section 9-14.2(1) is supplemented with the following:

Topsoil Type A shall be as follows:

- Topsoil Textural Classification:

Textural Class	Average %	% of Total Weight
Sand (0.05-2.0 mm dia.)	60	45-75
Silt (0.002-0.05 mm dia.)	25	15-35
Clay (less than 0.002 mm dia.)	15	05-20

pH Range: Shall be between 5.5 and 7, organic material content at levels between 2-6%;

Stone Free Size: Shall be free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.

Organic Content: Shall be organic material content at levels between 2-6%.



**COMMISSIONER'S MEETING
AGENDA ITEM INFORMATION**

MEETING DATE: 3/26/2024
AGENDA ITEM (to be completed by the office): New Business #2
SUBJECT: Invitation to Bid Pacific County Fire District # 1 Site Development
REQUESTOR:
COST (including tax):
SUMMARY:
RECOMMENDATION: Approve the Invitation to Bid Pacific County Fire District # 1 Site Development Project.

INVITATION TO BID
PACIFIC COUNTY FIRE DISTRICT #1 SITE DEVELOPMENT

The Pacific County Fire District #1 is requesting bids from contractors for the Pacific County Fire District #1 Site Development project. Sealed bids will be received by the Pacific County Fire District #1, 26110 Ridge Avenue, Ocean Park Washington 98640 up to **4:00 PM, Tuesday, April 23, 2024**. Bids may be mailed but **MUST BE RECEIVED** by the date AND time noted – anything after will not be accepted. Bids received by facsimile will **NOT** be accepted.

The proposed work shall be for the furnishing of all labor, equipment, materials, and supervision for the construction of the following:

Description of Work:

This project consists of approximately 4.5 acres of clearing, grubbing, and grading. Improvements include paving of approximately 1,425 linear feet of an existing gravel and proposed roadway; the construction of 2.0 acres of asphalt surfacing; catch basin and storm drain piping installations; and the construction of a detention pond and swales, as shown on the Plans and specified herein.

Prospective bidders can view specifications for free through [<Insert link>](#). There is a \$_____ non-refundable fee to download a full set of contract documents in pdf format. Bids will not be accepted from any prospective bidder who has not obtained contract documents through [<Insert link>](#). Bidders should contact [<Name>](#) at [<number>](#) or [<Insert info>](#) if unable to join or access the documents online

Technical questions regarding the plans and contract documents are to be submitted on the form included as Exhibit D, Pre-Bid Technical Questions/RFI Form, via email to Brad Weatherby, Assistant Chief, Pacific County Fire District #1 at weatherby@pcfd1.org.

Pacific County Fire District #1 in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on grounds of race, color, or national origin in consideration for an award.

All proposals must be submitted on the regular form furnished with the specifications in a sealed envelope clearly marked with the name of the bidder, the name of the project, and the date and time of the bid opening. Each bid must be accompanied by a bid proposal deposit in the form of a certified check or bidder's bond made payable to Pacific County Fire District #1 in an amount not less than five percent (5%) of the total bid. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Pacific County Fire District #1.

The State of Washington prevailing wage rates applicable for this project, which is located in Pacific County. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is March 2, 2024.

Pacific County Fire District #1 reserves the right to reject any or all bids, waive informalities or irregularities and to accept any bid for the project which appears to serve the best interest of the District.

Brad Weatherby, Assistant Chief
Pacific County Fire District #1



**COMMISSIONER'S MEETING
AGENDA ITEM INFORMATION**

MEETING DATE: 3/26/2024
AGENDA ITEM (to be completed by the office): New Business #3
SUBJECT: Resolution 2024-05 – Form of Reimbursement
REQUESTOR:
COST (including tax):
SUMMARY: This resolution allows PCFD#1 to be reimbursed for expenses for the Site Development project after its approval and before LOCAL funding is issued.
RECOMMENDATION: Approve Resolution 2024-05 – Form of Reimbursement.



Pacific County Fire District No. 1
RESOLUTION 2024-05

Form of Reimbursement

Section 1. Pacific County Fire District #1 (the “Local Agency”) reasonably expects to reimburse the expenditures described herein with the proceeds of a financing contract to be entered into by the Local Agency (the “Reimbursement Obligation”).

Section 2. The expenditures with respect to which the Local Agency reasonably expects to be reimbursed from the proceeds of Reimbursement Obligations are for The Pacific County Fire District #1 Site Development which consists on 4.5 acres of clearing, grubbing, and grading. Improvements include paving of approximately 1,425 linear feet of an existing gravel and proposed roadway; the construction of 2.0 acres of asphalt surfacing; catch basin and storm drain piping installations; and the construction of a detention pond and swales, as shown on the Plans and specified in the project documents.

Section 3. The expenditures with respect to which the Local Agency reasonably expects to be reimbursed from the proceeds of Reimbursement Obligations will be made from the General Fund.

Section 4. The maximum principal amount of Reimbursement Obligations expected to be issued for the property described in Section 2 is \$1,516,000.00.

ADOPTED at a special meeting of the Board of Commissioners of Pacific County Fire District 1 on March 26th, 2024, the following Commissioners being present and voting.

Fred H. Hill, Commissioner

Thomas L. Downer, Commissioner

Dennis A. Long, Commissioner

Attest: _____
District Secretary







03-26-2024 S Notice

Final Audit Report

2024-03-25

Created:	2024-03-25
By:	[REDACTED] (jamie@pcfd1.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAP0Yy2jSped6HG5DTcnTW80ou7a2eQZjh

"03-26-2024 S Notice" History

-  Document created by [REDACTED] (jamie@pcfd1.org)
2024-03-25 - 5:38:44 PM GMT
-  Document emailed to longd6772@yahoo.com for signature
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-  Email viewed by longd6772@yahoo.com
2024-03-25 - 5:48:55 PM GMT
-  Signer longd6772@yahoo.com entered name at signing as Dennis A Lon g
2024-03-25 - 5:50:02 PM GMT
-  Document e-signed by Dennis A Lon g (longd6772@yahoo.com)
Signature Date: 2024-03-25 - 5:50:04 PM GMT - Time Source: server
-  Agreement completed.
2024-03-25 - 5:50:04 PM GMT

NOTICE OF MEETING DATE CHANGE
(RCW 42.30.080)



The Board of Commissioners of Pacific County Fire Protection District 1 will hold a Special Meeting at:

26109 Ridge Avenue, Ocean Park, WA 98640
(Location of Meeting)

Tuesday, March 26th, 2024
(Date and Day of Week)

1:00 PM
(Time)

To discuss and/or take action on the following items of business:

1. Approve contract and specifications for Pacific County Fire District 1 Site Development Project.
2. Approve posting a "Request for Bids" for Pacific County Fire District 1 Site Development Project.
3. Discussion and Approval of Final dates for Bid Due Date and Time, Bid Opening Date and Time
4. Other District Business

Dated this 25th day of March, 2024

Pacific County Fire Protection District 1
Board of Commissioners

By: Dennis A Long
Dennis A Long (Mar 25, 2024 10:50 PDT)
Dennis Long, Vice-Chairman of the Board



Copy of Notice given to:

Commissioner Hill	<u>3/25/24</u>	<u>1056 hrs</u>
Commissioner Long	<u>3/25/24</u>	<u>1056 hrs</u>

Commissioner Downer	<u>3/25/24</u>	<u>1056 hrs</u>
Chinook Observer	<u>3/25/24</u>	<u>1217 hrs</u>

Notice posting places, dates and times:

Station 21-1 Ocean Park	<u>3/25/24</u>	<u>1224 hrs</u>
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Station 21-2 Seaview	<u>3/25/24</u>	<u>1222 hrs</u>
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03-26-2024 S Notice

Final Audit Report

2024-03-25

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By:	[REDACTED] (jamie@pcfd1.org)
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-  Document created by [REDACTED] (jamie@pcfd1.org)
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-  Signer longd6772@yahoo.com entered name at signing as Dennis A Lon g
2024-03-25 - 5:50:02 PM GMT
-  Document e-signed by Dennis A Lon g (longd6772@yahoo.com)
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