

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: None

New Business:

1. Public Works Contract between Pacific County Fire Protection District No. 1 and Rognlin's, Inc.: Needs Approval
2. Local Agency Tax Certificate: Needs Approval
3. Local Agency Financing Lease by and between the State of Washington and Fire Protection District No. 1, Pacific County, Washington: Needs Approval
4. Memorandum of Local Agency Financing Lease: Needs Approval
5. Local Agency Site Lease, Series 2024B by and between the Fire Protection District No. 1, Pacific County, Washington, as lessor and the Washington Finance Officers Association, as lessee: Needs Approval
6. Memorandum of Local Agency Site Lease, Series 2024B: Needs Approval
7. Part-Time Firefighter/EMT Wage Increase: Needs Approval
8. Piston Intake Valve Purchase: Needs Approval

Executive Session: Personnel Matters

Adjourn Meeting by Chairman

Pacific County Fire District #1

April 29, 2024

Site Development Project

Packet Document List

1. WA Labor and Industries Registration Check
2. WA Labor and Industries Prevailing Wage Rates
3. Site Development Project Instructions to Bidders
4. Exhibit A Contract Form – Public Works Contract
 - A. Reviewed by Snure
 - B. Two entries made
 - i. Rognlin's, Inc. added page 1
 - ii. \$1,475,000.00 added page 2
 - C. Commissioner Signature Needed
5. Exhibit B Statement of Contractor Qualifications – Rognlin's, Inc.
6. Exhibit C Bid Form – Rognlin's, Inc.
 - A. Calculations checked for unit pricing and totals match
7. Exhibit D Pre-Bid Technical Questions/RFI Form
 - A. Form included for exhibit reference
 - B. Addendum 1 is the only change written to specifications from Gibbs and Olson.
8. Exhibit E Combined Affidavit and Certification Form: Collusion, Minimum Wage (Non-Federal Aid) – Rognlin's, Inc.
9. Exhibit F Public Works Certifications – Rognlin's, Inc.
10. Exhibit G Bid Deposit Form – Rognlin's, Inc.
 - A. Power of Attorney
 - B. Resolution Rognlin's, Inc. notes authorized signers
11. Exhibit J – Project Specifications – Reviewed by Snure
12. Local Agency Subcontractor List

Contractors

ROGNLINS INC

Owner or tradesperson

Principals

ROGNLIN, RANDY WAYNE, PRESIDENT

SNODGRASS, KATIE KRISTINE, VICE
PRESIDENT

ROGNLIN, NICHOLAS WILLIAM, VICE
PRESIDENT

THOMPSON, BRIAN CURTIS, SECRETARY

ROGNLIN, SCOTT WILLIAM, SECRETARY
(End: 05/21/2014)

PO BOX 307
ABERDEEN, WA 98520-0078
360-532-5220
GRAYS HARBOR County

Doing business as
ROGNLINS INC

WA UBI No.
141 005 883

Business type
Corporation
Governing persons
RANDY

ROGNLIN
NICHOLAS ROGNLIN;
KATIE SNODGRASS;
BRIAN THOMPSON;

Registration

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active
Meets current requirements.

License specialties

GENERAL

License no.

ROGNL342LF**

Effective --- expiration

06/06/1966 --- 08/01/2025

L&I Contractor Registration:

1-800-647-0982 - Email: ContReg@Lni.wa.gov

Bond

American States Insurance Co

\$12,000.00

Bond account no.

69S009831

Received by L&I

05/07/2012

Effective date

04/20/2012

Expiration date

Until Canceled

Insurance

Zurich American Ins Co

\$2,000,000.00

Policy no.

GLO998774100

Received by L&I

12/29/2023

Effective date

12/31/2023

Expiration date

12/31/2024

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

Registered training agent. Check their eligible programs and occupations.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

This company has multiple workers' comp accounts.

Active accounts

L&I Account ID
216,583-01

Account is current.

Doing business as

ROGNLINS INC

Estimated workers reported

Quarter 1 of Year 2024 "Greater than 100 Workers"

L&I account contact

TD / MICHELE GARRETT (360) 902-4620 - Email: GAMI235@lni.wa.gov

Track this contractor 

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training-- Effective July 1, 2019

Exempt from this requirement.

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date

10/10/2023

Violations

Inspection no.

317975205

Location

21603 N Clear Lake Blvd SE

Yelm, WA 98597

Inspection results date

10/29/2021

No violations

Inspection no.

317965976

Location

1105 Pacific Ave

Sumner, WA 98352

Inspection results date

02/19/2021

Violations

Inspection no.

317961333

Location

SR 107 Bridge, WB Lane

Montesano, WA 98563

Inspection results date

09/24/2020

Violations

Inspection no.

317960193

Location

Marcy and 1st St

Montesano, WA 98563

Inspection results date

12/06/2019

No violations

Inspection no.

317956958

Location
Market Street In Seabrook
Pacific Beach, WA 98571

Inspection results date
09/20/2019

Violations

Inspection no.
317955673

Location
HWY 101 MP 79
Aberdeen, WA 98520

Inspection results date
08/23/2019

No violations

Inspection no.
317955527

Location
State Rt 109 mile post 15.95
Ocean Shores, WA 98569

Inspection results date
07/05/2019

Violations

Inspection no.
317954545

Location
2268 State Route 109
Hoquiam, WA 98550

Inspection results date
05/04/2018

Violations

Inspection no.
317948876

Location
2828 93RD AVE SW
Olympia, WA 98512

Inspection results date
03/23/2018

Violations

Inspection no.
317946271

Location
1235 MONTE-ELMA ROAD
Elma, WA 98541

Prevailing Wage Rates for Public Works Contracts

Help for this page

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Look Up Journey Level Rates

Important Note about Rates: Choosing correct worker classifications depends upon *determinations* published by L&I. Review our Determinations.

Look up Prevailing Wage rates with effective dates as far back as March 4, 1998.

Which rates (effective date) should you select?

When are Prevailing Wage rates updated?

Select County	Select Trade
Adams	Telephone Line Construction - Outside
Asotin	Terrazzo Workers
Benton	Terrazzo Workers & Tile Setters
Chelan	Tile Setters
Clallam	Tile, Marble & Terrazzo Finishers
Clark	Tinting & Coating Installer
Columbia	Traffic Control Strippers
Cowlitz	Truck Drivers
Douglas	Truck Drivers - Ready Mix
Ferry	Well Drillers & Irrigation Pump Installers

Effective Date: 04/24/2024

Get Wages

Download Wages

Apprentice Wages

Benefit Code Key for 04/24/2024

Note: Select View under "Risk Class" to verify workers compensation insurance on your project. Use this tool to find and understand the insurance risk classifications to pay for the trade and occupations you are utilizing on your project. Workers' compensation risk classifications are determined by the nature of your project, nature of business or phase of construction.

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Pacific	Laborers	Air, Gas Or Electric Vibrating Screed	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Airtrac Drill Operator	\$60.90	15J	11P	8Y	View
Pacific	Laborers	Ballast Regular Machine	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Batch Weighman	\$50.07	15J	11P	8Y	View
Pacific	Laborers	Brick Pavers	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Brush Cutter	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Brush Hog Feeder	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Burner	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Caisson Worker	\$60.90	15J	11P	8Y	View
Pacific	Laborers	Carpenter Tender	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Cement Dumper-paving	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Cement Finisher Tender	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Change House Or Dry Shack	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Chipping Gun (30 Lbs. And Over)	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Chipping Gun (Under 30 Lbs.)	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Choker Setter	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Chuck Tender	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Clary Power Spreader	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Clean-up Laborer	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Concrete Dumper/Chute Operator	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Concrete Form Stripper	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Concrete Placement Crew	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Concrete Saw Operator/Core Driller	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Crusher Feeder	\$50.07	15J	11P	8Y	View
Pacific	Laborers	Curling Laborer	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Ditch Digger	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Diver	\$60.90	15J	11P	8Y	View
Pacific	Laborers	Drill Operator (Hydraulic, Diamond)	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Dry Stack Walls	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Dump Person	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Epoxy Technician	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Erosion Control Worker	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Faller & Bucker Chain Saw	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Fine Graders	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Firewatch	\$50.07	15J	11P	8Y	View
Pacific	Laborers	Form Setter	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Gablan Basket Builders	\$59.07	15J	11P	8Y	View
Pacific	Laborers	General Laborer	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Grade Checker & Transit Person	\$62.49	15J	11P	8Y	View
Pacific	Laborers	Grinders	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Grout Machine Tender	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Guardrail Erector	\$59.07	15J	11P	8Y	View

Pacific	Laborers	Hazardous Waste Worker (Level A)	\$60.90	15J	11P	8Y	View
Pacific	Laborers	Hazardous Waste Worker (Level B)	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Hazardous Waste Worker (Level C)	\$59.07	15J	11P	8Y	View
Pacific	Laborers	High Scaler	\$60.90	15J	11P	8Y	View
Pacific	Laborers	Jackhammer	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Laserbeam Operator	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Maintenance Person	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Manhole Builder-Mudman	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Material Yard Person	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Mold Abatement Worker	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Motorman-Dinky Locomotive	\$62.59	15J	11P	8Y	View
Pacific	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$62.49	15J	11P	8Y	View
Pacific	Laborers	Pavement Breaker	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Pilot Car	\$50.07	15J	11P	8Y	View
Pacific	Laborers	Pipe Layer (Lead)	\$62.49	15J	11P	8Y	View
Pacific	Laborers	Pipe Layer/Tailor	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Pipe Pot Tender	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Pipe Refiner	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Pipe Wrapper	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Pot Tender	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Powderman	\$60.90	15J	11P	8Y	View
Pacific	Laborers	Powderman's Helper	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Power Jacks	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Railroad Spike Puller - Power	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Raker - Asphalt	\$62.49	15J	11P	8Y	View
Pacific	Laborers	Re-timberman	\$60.90	15J	11P	8Y	View
Pacific	Laborers	Remote Equipment Operator	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Rigger/Signal Person	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Rip Rap Person	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Rivet Buster	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Rodder	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Scaffold Erector	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Scale Person	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Sloper (Over 20')	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Sloper Sprayer	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Spreader (Concrete)	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Stake Hopper	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Stock Piler	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Swinging Stage/Boatswain Chair	\$50.07	15J	11P	8Y	View
Pacific	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Tamper (Multiple & Self-propelled)	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Timber Person - Sewer (Logger, Shorer & Cribber)	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Toolroom Person (at Jobsite)	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Topper	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Track Laborer	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Track Liner (Power)	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Traffic Control Laborer	\$53.54	15J	11P	9C	View
Pacific	Laborers	Traffic Control Supervisor	\$56.73	15J	11P	9C	View
Pacific	Laborers	Truck Spotter	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Tugger Operator	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$175.79	15J	11P	9B	View
Pacific	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$180.82	15J	11P	9B	View
Pacific	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$184.50	15J	11P	9B	View
Pacific	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$190.20	15J	11P	9B	View
Pacific	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$192.32	15J	11P	9B	View
Pacific	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$197.42	15J	11P	9B	View
Pacific	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$199.32	15J	11P	9B	View
Pacific	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$201.32	15J	11P	9B	View
Pacific	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$203.32	15J	11P	9B	View
Pacific	Laborers	Tunnel Work-Gauge and Lock Tender	\$62.59	15J	11P	8Y	View
Pacific	Laborers	Tunnel Work-Miner	\$62.59	15J	11P	8Y	View
Pacific	Laborers	Vibrator	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Vinyl Seamer	\$59.07	15J	11P	8Y	View
Pacific	Laborers	Watchman	\$45.51	15J	11P	8Y	View
Pacific	Laborers	Welder	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Well Point Laborer	\$60.15	15J	11P	8Y	View
Pacific	Laborers	Window Washer/Cleaner	\$45.51	15J	11P	8Y	View

Prevailing Wage Rates for Public Works Contracts

Help for this page

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Look Up Journey Level Rates

Important Note about Rates: Choosing correct worker classifications depends upon *determinations* published by L&I. Review our [Determinations](#).

Look up Prevailing Wage rates with effective dates as far back as March 4, 1998.

Which rates (effective date) should you select?

When are Prevailing Wage rates updated?

Select County

- Adams
- Asotin
- Benton
- Chelan
- Clallam
- Clark
- Columbia
- Cowlitz
- Douglas
- Ferry

Select Trade

- Asbestos Abatement Workers
- Boilermakers
- Brick And Marble Masons
- Brick Mason
- Bricklayers & Marble Masons
- Building Service Employees
- Cabinet Makers (In Shop)
- Carpenters
- Cement Masons
- Divers & Tenders

Effective Date: 04/24/2024

Get Wages

Download Wages

Apprentice Wages

Benefit Code Key for 04/24/2024

Note: Select View under "Risk Class" to verify workers compensation insurance on your project. Use this tool to find and understand the insurance risk classifications to pay for the trade and occupations you are utilizing on your project. Workers' compensation risk classifications are determined by the nature of your project, nature of business or phase of construction.

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Pacific	Cement Masons	Application of all Composition Mastic	\$72.87	15J	4U		View
Pacific	Cement Masons	Application of all Epoxy Material	\$72.37	15J	4U		View
Pacific	Cement Masons	Application of all Plastic Material	\$72.87	15J	4U		View
Pacific	Cement Masons	Application of Sealing Compound	\$72.37	15J	4U		View
Pacific	Cement Masons	Application of Underlayment	\$72.87	15J	4U		View
Pacific	Cement Masons	Building General	\$72.37	15J	4U		View
Pacific	Cement Masons	Composition or Kalman Floors	\$72.87	15J	4U		View
Pacific	Cement Masons	Concrete Paving	\$72.37	15J	4U		View
Pacific	Cement Masons	Curb & Gutter Machine	\$72.87	15J	4U		View
Pacific	Cement Masons	Curb & Gutter, Sidewalks	\$72.37	15J	4U		View
Pacific	Cement Masons	Curing Concrete	\$72.37	15J	4U		View
Pacific	Cement Masons	Finish Colored Concrete	\$72.87	15J	4U		View
Pacific	Cement Masons	Floor Grinding	\$72.87	15J	4U		View
Pacific	Cement Masons	Floor Grinding/Polisher	\$72.37	15J	4U		View
Pacific	Cement Masons	Green Concrete Saw, self-powered	\$72.87	15J	4U		View
Pacific	Cement Masons	Grouting of all Plates	\$72.37	15J	4U		View
Pacific	Cement Masons	Grouting of all Tilt-up Panels	\$72.37	15J	4U		View
Pacific	Cement Masons	Gunite Nozzleman	\$72.87	15J	4U		View
Pacific	Cement Masons	Hand Powered Grinder	\$72.87	15J	4U		View
Pacific	Cement Masons	Journey Level	\$72.37	15J	4U		View
Pacific	Cement Masons	Patching Concrete	\$72.37	15J	4U		View
Pacific	Cement Masons	Pneumatic Power Tools	\$72.87	15J	4U		View
Pacific	Cement Masons	Power Chipping & Brushing	\$72.87	15J	4U		View
Pacific	Cement Masons	Sand Blasting Architectural Finish	\$72.87	15J	4U		View
Pacific	Cement Masons	Screed & Rodding Machine	\$72.87	15J	4U		View
Pacific	Cement Masons	Spackling or Skim Coat Concrete	\$72.37	15J	4U		View
Pacific	Cement Masons	Troweling Machine Operator	\$72.87	15J	4U		View
Pacific	Cement Masons	Troweling Machine Operator on Colored Slabs	\$72.87	15J	4U		View
Pacific	Cement Masons	Tunnel Workers	\$72.87	15J	4U		View

Prevailing Wage Rates for Public Works Contracts

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Select County

Adams
Asotin
Benton
Chelan
Clallam
Clark
Columbia
Cowlitz
Douglas
Ferry

Select Trade

Painters
Pile Driver
Plasterers
Playground & Park Equipment Installers
Plumbers & Pipefitters
Power Equipment Operators
Power Equipment Operators- Underground Sewer & Water
Power Line Clearance Tree Trimmers
Refrigeration & Air Conditioning Mechanics
Residential Brick & Marble Masons

Effective Date: 04/24/2024



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Benefit Code Key for 04/24/2024

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County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Pacific	Electricians - Powerline Construction	Cable Splicer	\$93.00	5A	4D		View
Pacific	Electricians - Powerline Construction	Certified Line Welder	\$85.42	5A	4D		View
Pacific	Electricians - Powerline Construction	Groundperson	\$55.27	5A	4D		View
Pacific	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$85.42	5A	4D		View
Pacific	Electricians - Powerline Construction	Journey Level Lineperson	\$85.42	5A	4D		View
Pacific	Electricians - Powerline Construction	Line Equipment Operator	\$73.35	5A	4D		View
Pacific	Electricians - Powerline Construction	Meter Installer	\$55.27	5A	4D	BW	View
Pacific	Electricians - Powerline Construction	Pole Sprayer	\$85.42	5A	4D		View
Pacific	Electricians - Powerline Construction	Powderperson	\$63.50	5A	4D		View

Prevailing Wage Rates for Public Works Contracts

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Look up Prevailing Wage rates with effective dates as far back as March 4, 1998.

 Which rates (effective date) should you select?

 When are Prevailing Wage rates updated?

Select County

Adams

Asotin

Benton

Chelan

Clallam

Clark

Columbia

Cowlitz

Douglas

Ferry

Select Trade

Asbestos Abatement Workers

Boilermakers

Brick And Marble Masons

Brick Mason

Bricklayers & Marble Masons

Building Service Employees

Cabinet Makers (In Shop)

Carpenters

Cement Masons

Divers & Tenders

Effective Date: 04/24/2024

 Get Wages

 Download Wages

[Apprentice Wages](#)

Benefit Code Key for 04/24/2024

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County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Pacific	Fence Erectors	Fence Erector	\$50.07	15J	11P	8Y	View
Pacific	Fence Erectors	Fence Laborer	\$50.07	15J	11P	8Y	View

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 When are Prevailing Wage rates updated?

Select County	Select Trade
Adams	Asbestos Abatement Workers
Asotin	Boilermakers
Benton	Brick And Marble Masons
Chelan	Brick Mason
Clallam	Bricklayers & Marble Masons
Clark	Building Service Employees
Columbia	Cabinet Makers (In Shop)
Cowlitz	Carpenters
Douglas	Cement Masons
Ferry	Divers & Tenders

Effective Date: 04/24/2024



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Benefit Code Key for 04/24/2024

Note: Select View under 'Risk Class' to verify workers compensation insurance on your project. Use this tool to find and understand the insurance risk classifications to pay for the trade and occupations you are utilizing on your project. Workers' compensation risk classifications are determined by the nature of your project, nature of business or phase of construction.

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Pacific	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$45.51	15J	11P	8Y	View
Pacific	Landscape Construction	Landscape Operator	\$77.82	15J	3K	8X	View

Prevailing Wage Rates for Public Works Contracts

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Look Up Journey Level Rates

Important Note about Rates: Choosing correct worker classifications depends upon *determinations* published by L&I. Review our Determinations.

Look up Prevailing Wage rates with effective dates as far back as March 4, 1998.

Which rates (effective date) should you select?

When are Prevailing Wage rates updated?

Select County	Select Trade
Adams	Asbestos Abatement Workers
Asotin	Boilermakers
Benton	Brick And Marble Masons
Chelan	Brick Mason
Clallam	Bricklayers & Marble Masons
Clark	Building Service Employees
Columbia	Cabinet Makers (In Shop)
Cowlitz	Carpenters
Douglas	Cement Masons
Ferry	Divers & Tenders

Effective Date: 04/24/2024

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Benefit Code Key for 04/24/2024

Note: Select View under "Risk Class" to verify workers compensation insurance on your project. Use this tool to find and understand the insurance risk classifications to pay for the trade and occupations you are utilizing on your project. Workers' compensation risk classifications are determined by the nature of your project, nature of business or phase of construction.

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Pacific	Power Equipment Operators	Asphalt Plant Operator	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators	Assistant Engineer	\$75.29	7A	11H	8X	View
Pacific	Power Equipment Operators	Barrier Machine (zipper)	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Batch Plant Operator: Concrete	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Bobcat	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Brooms	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Bump Cutter	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Cableways	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators	Chipper	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Compressor	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators	Concrete Finish Machine - laser Screed	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Conveyors	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators	Cranes Friction: 200 tons and over	\$82.49	7A	11H	8X	View
Pacific	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$75.29	7A	11H	8X	View
Pacific	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$80.86	7A	11H	8X	View
Pacific	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$79.35	7A	11H	8X	View
Pacific	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$81.69	7A	11H	8X	View
Pacific	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$82.49	7A	11H	8X	View
Pacific	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom (including jib with attachments)	\$80.05	7A	11H	8X	View
Pacific	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$81.69	7A	11H	8X	View
Pacific	Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$78.74	7A	11H	8X	View
Pacific	Power Equipment Operators	Crusher	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Derricks: on building work	\$80.05	7A	11H	8X	View
Pacific	Power Equipment Operators	Dozers D-9 & Under	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators	Drilling Machine	\$79.92	15J	3K	8X	View
Pacific	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$75.29	7A	11H	8X	View

Pacific	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$78.74	7A	11H	8X	View
Pacific	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$75.29	7A	11H	8X	View
Pacific	Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Gradechecker/stakeman	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Guardrail punch/Auger	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Hard Tail End Dump Articulating Off-Road Equipment 45 Yards. & Over	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators	Hard Tail End Dump Articulating Off-Road Equipment Under 45 Yards	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Horizontal/directional Drill Locator	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators	Horizontal/directional Drill Operator	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$75.29	7A	11H	8X	View
Pacific	Power Equipment Operators	Hydralifts/boom trucks: over 10 tons	\$78.74	7A	11H	8X	View
Pacific	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$79.92	15J	3K	8X	View
Pacific	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Loaders, Plant Feed	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Loaders: Elevating Type Belt	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators	Locomotives, All	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Material Transfer Device	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$80.86	7A	11H	8X	View
Pacific	Power Equipment Operators	Motor patrol graders	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$78.74	7A	11H	8X	View
Pacific	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$79.35	7A	11H	8X	View
Pacific	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$80.86	7A	11H	8X	View
Pacific	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$80.05	7A	11H	8X	View
Pacific	Power Equipment Operators	Pavement Breaker	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators	Posthole Digger, Mechanical	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Power Plant	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Pumps - Water	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Quad 9, HD 41, D10 And Over	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height based to boom	\$75.29	7A	11H	8X	View
Pacific	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators	Rigger and Bellman	\$75.29	7A	11H	8X	View
Pacific	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$78.74	7A	11H	8X	View
Pacific	Power Equipment Operators	Rollagon	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators	Roller, Other Than Plant Mix	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators	Roto-mill, Roto-grinder	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Saws - Concrete	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Scrapers - Concrete & Carry All	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators	Service Engineers: equipment	\$78.74	7A	11H	8X	View
Pacific	Power Equipment Operators	Shotcrete/gunite Equipment	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$79.92	15J	3K	8X	View
Pacific	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$80.74	15J	3K	8X	View
Pacific	Power Equipment Operators	Slipform Pavers	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators	Spreader, Toppersider & Screedman	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators	Subgrader Trimmer	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Tower Bucket Elevators	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$81.69	7A	11H	8X	View
Pacific	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$80.86	7A	11H	8X	View
Pacific	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom.	\$82.49	7A	11H	8X	View
Pacific	Power Equipment Operators	Transporters, All Track Or Truck Type	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators	Trenching Machines	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$79.35	7A	11H	8X	View
Pacific	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$78.74	7A	11H	8X	View
Pacific	Power Equipment Operators	Truck Mount Portable Conveyor	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Welder	\$80.05	7A	11H	8X	View

Pacific	Power Equipment Operators	Wheel Tractors, Farmall Type	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators	Yo Yo Pay Dozer	\$78.43	15J	3K	8X	View

Prevailing Wage Rates for Public Works Contracts

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Clark	Building Service Employees
Columbia	Cabinet Makers (In Shop)
Cowlitz	Carpenters
Douglas	Cement Masons
Ferry	Divers & Tenders

Effective Date: 04/24/2024



Get Wages

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Apprentice Wages

Benefit Code Key for 04/24/2024

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County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Pacific	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operator	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$75.29	7A	11H	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator: Concrete	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Brooms	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Cableways	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Chipper	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Compressor	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine -laser Screed	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Cranes Friction: 200 tons and over	\$82.49	7A	11H	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$75.29	7A	11H	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$80.86	7A	11H	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$79.35	7A	11H	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$81.69	7A	11H	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$82.49	7A	11H	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$80.05	7A	11H	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$81.69	7A	11H	8X	View
Pacific	Power Equipment Operators-Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$78.74	7A	11H	8X	View

Pacific	Power Equipment Operators- Underground Sewer & Water	Crusher	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Derricks: on building work	\$80.05	7A	11H	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$79.92	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$75.29	7A	11H	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$78.74	7A	11H	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$75.29	7A	11H	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Guardrail punch/Auger	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- road Equipment Under 45 Yards	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$75.29	7A	11H	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$78.74	7A	11H	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$79.92	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not including 8 Yards	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$80.86	7A	11H	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Motor patrol graders	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$78.74	7A	11H	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$79.35	7A	11H	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$80.86	7A	11H	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$80.05	7A	11H	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Plant Offer - Asphalt, Crusher	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Quad 9, HD 41, D10 And Over	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height based to boom	\$75.29	7A	11H	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	\$75.29	7A	11H	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$78.74	7A	11H	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$77.82	15J	3K	8X	View

Pacific	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Service Engineers: equipment	\$78.74	7A	11H	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$79.92	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$81.69	7A	11H	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$80.86	7A	11H	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom.	\$82.49	7A	11H	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$79.12	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$77.82	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$79.35	7A	11H	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$78.74	7A	11H	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Vac Truck (Vacator Guzzler, Hydro Excavator)	\$78.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Welder	\$80.05	7A	11H	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$74.43	15J	3K	8X	View
Pacific	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$78.43	15J	3K	8X	View

Prevailing Wage Rates for Public Works Contracts

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Look Up Journey Level Rates

Important Note about Rates: Choosing correct worker classifications depends upon *determinations* published by L&I. Review our Determinations.

Look up Prevailing Wage rates with effective dates as far back as March 4, 1998.

 Which rates (effective date) should you select?

 When are Prevailing Wage rates updated?

Select County	Select Trade
Adams	Asbestos Abatement Workers
Asotin	Boilermakers
Benton	Brick And Marble Masons
Chelan	Brick Mason
Clallam	Bricklayers & Marble Masons
Clark	Building Service Employees
Columbia	Cabinet Makers (In Shop)
Cowlitz	Carpenters
Douglas	Cement Masons
Ferry	Divers & Tenders

Effective Date: 04/24/2024



Get Wages

Download Wages

Apprentice Wages

Benefit Code Key for 04/24/2024

Note: Select View under "Risk Class" to verify workers compensation insurance on your project. Use this tool to find and understand the insurance risk classifications to pay for the trade and occupations you are utilizing on your project. Workers' compensation risk classifications are determined by the nature of your project, nature of business or phase of construction.

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Pacific	Surveyors	Assistant Construction Site Surveyor	\$78.74	7A	11H	8X	View
Pacific	Surveyors	Chainman	\$75.29	7A	11H	8X	View
Pacific	Surveyors	Construction Site Surveyor	\$80.05	7A	11H	8X	View
Pacific	Surveyors	Drone Operator (when used in conjunction with surveying work only)	\$75.29	7A	11H	8X	View
Pacific	Surveyors	Ground Penetrating Radar	\$75.29	7A	11H	8X	View

Prevailing Wage Rates for Public Works Contracts

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Select County	Select Trade
Adams	Asbestos Abatement Workers
Asotin	Boilermakers
Benton	Brick And Marble Masons
Chelan	Brick Mason
Cllallam	Bricklayers & Marble Masons
Clark	Building Service Employees
Columbia	Cabinet Makers (In Shop)
Cowlitz	Carpenters
Douglas	Cement Masons
Ferry	Divers & Tenders

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County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Pacific	Truck Drivers	Asphalt Mix Over 16 Yards	\$74.20	15J	11M	8L	View
Pacific	Truck Drivers	Asphalt Mix To 16 Yards	\$73.36	15J	11M	8L	View
Pacific	Truck Drivers	Dump Truck	\$73.36	15J	11M	8L	View
Pacific	Truck Drivers	Dump Truck & Trailer	\$74.20	15J	11M	8L	View
Pacific	Truck Drivers	Other Trucks	\$74.20	15J	11M	8L	View

Prevailing Wage Rates for Public Works Contracts

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Look Up Journey Level Rates

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Look up Prevailing Wage rates with effective dates as far back as March 4, 1998.

⊕ Which rates (effective date) should you select?

⊕ When are Prevailing Wage rates updated?

Select County	Select Trade
Adams	Asbestos Abatement Workers
Asotin	Boilermakers
Benton	Brick And Marble Masons
Chelan	Brick Mason
Clallam	Bricklayers & Marble Masons
Clark	Building Service Employees
Columbia	Cabinet Makers (In Shop)
Cowlitz	Carpenters
Douglas	Cement Masons
Ferry	Divers & Tenders

Effective Date: 04/24/2024

 Get Wages

Download Wages

Apprentice Wages

Benefit Code Key for 04/24/2024

Note: Select View under "Risk Class" to verify workers compensation insurance on your project. Use this tool to find and understand the insurance risk classifications to pay for the trade and occupations you are utilizing on your project. Workers' compensation risk classifications are determined by the nature of your project, nature of business or phase of construction.

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Pacific	Truck Drivers - Ready Mix	Transit Mix	\$74.20	15J	11M	8L	View

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

INSTRUCTIONS TO BIDDERS

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

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

1. Identification of Owner.

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

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

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

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

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

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

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

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

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

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

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

5. Plans, Instructions to Bidders and Specifications.

- 5.1.** Bid Documents (Project Manual and/or Working Drawings) can be obtained for printing costs on the pcfd1.org website.

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

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

7. **Inquiries/Addenda/Document Interpretations.** If any person contemplating submitting a Bid for construction of the work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies in or omissions from any part of the proposed Contract Documents, the prospective Bidder may submit to Owner a written request for interpretation in accordance with the following:
 - 7.1. Direct written questions to Brad Weatherby, Assistant Chief weatherby@pcfd1.org using the format contained in Exhibit D
 - 7.2. Addenda will be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.
 - 7.3. Final Addendum will be issued on April 17, 2024. No further requests for information or clarification can be addressed after the Final Addendum.
 - 7.4. Interpretation or correction of proposed Contract Documents will be made only by addendum and will be mailed or delivered to each general contract Bidder of record. Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
8. **Contents of Bid Proposal.** All Bid Proposals shall contain or be accompanied by the following:
 - 8.1. **Proposal.** A written proposal to construct the station described in the plans and specifications in accordance with the instructions to Bidders submitted on the Bid Form contained in the Bid Documents.
 - 8.2. **Price.** The total Bid price in the manner specified in the Bid Form. State applicable sales tax separately.
 - 8.3. **Qualification of Bidder.** Satisfactory evidence of the Bidder's qualifications as described in Paragraph 17 and as set forth on the Statement of Qualifications form as set forth in the Exhibits.
 - 8.4. **Authority.** The Bid must be signed by an authorized representative of the Bidder in the manner specified in the Bid Form. The Bidder shall provide with the Bid Proposal, proof of such representative's authority to contractually bind the Bidder.
 - 8.5. **Subcontractor List.** Include the names of any subcontractors and a copy of the listed subcontractors' Contractors License for the State of Washington and a copy of their L&I certificate of coverage or Extraterritorial Certificate. If the bid exceeds \$1,000,000 the bidder must comply with the subcontractor listing requirements contained in RCW 39.30.060.
 - 8.6. **Bid Bond.** Bid bonds shall contain the following:

- 8.6.1. Contracting Agency-assigned number for the project;
 - 8.6.2. Name of the project;
 - 8.6.3. The Contracting Agency named as obligee;
 - 8.6.4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
 - 8.6.5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
 - 8.6.6. The signature of the surety's officer empowered to sign the bond and the power of attorney.
9. **Certifications/Affidavits.** Signed copies of the Minimum Wage/Non Collusion Affidavit and Public Works Certifications as set forth in the Exhibits.
10. **Bid Marking.** All Bidders must submit one copy of the executed offer on the Bid Forms provided, signed and sealed in a closed opaque envelope, clearly identified with Bidder's name, project name and Owner 's name on the outside.
11. **Withdrawal/Modification of Bids.** A Bidder may, without prejudice to the Bidder, withdraw, modify, or correct a proposal after it has been deposited with Owner, provided the request is filed with Owner, in writing, before the time set for opening the Bid Proposals. The original proposal, as modified by such writing, shall be considered as a proposal submitted by the Bidder.
12. **Material Considerations.** Each of the requirements contained in this document are material and the failure of a Bidder to comply with each requirement will constitute grounds for the rejection of the Bid in the discretion of the Board of Commissioners.
13. **Errors and Discrepancies.** Minor items of work or material omitted from the original description and scope of work, but inferable from information shown or obviously necessary for proper completion and operation of the work with accepted good practice shall be provided and/or performed by the Contractor at no additional cost to Owner.
14. **Irregular Proposals.** A Proposal will be considered irregular and may be rejected if:
- 14.1. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - 14.2. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - 14.3. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;

- 14.4. A price per unit cannot be determined from the Bid Proposal;
 - 14.5. The Proposal form is not properly executed;
 - 14.6. The Bidder fails to submit or properly complete a Subcontractor list, if applicable;
 - 14.7. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - 14.8. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
 - 14.9. The Proposal does not include a unit price for every Bid item;
 - 14.10. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - 14.11. Receipt of Addenda is not acknowledged;
- 15. Offer Irrevocable - Time Period.** All Bid Proposals shall be deemed to be offers to enter into a contract and shall be irrevocable for a period of thirty (30) calendar days from the date of opening of the Bids.
- 16. Execution of Contract.** The successful Bidder shall, within ten (10) calendar days after receiving Notice of Award, execute the Contract included in the Contract Documents.
- 17. Proof of Competency of Bidder.** It is the intent of the Owner to award a contract to the low responsible bidder. Before award, the Bidder must meet the following Bidder responsibility criteria to be considered a responsible Bidder. The Bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder must:
- 17.1. At the time of Bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW proof of which must be submitted with the Bid Proposal;
 - 17.2. Have a current Washington State unified business identifier number;
 - 17.3. Have industrial insurance coverage for the Bidder's employees working in Washington as required in Title 51 RCW; an employment security number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
 - 17.4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
 - 17.5. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 - 17.6. Comply with the Public Works Training requirements required by RCW 34.04.350.

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

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

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

18.2.1. Quality control;

18.2.2. Safety record;

18.2.3. Timeliness of performance;

18.2.4. Use of skilled personnel;

18.2.5. Management of subcontractors;

18.2.6. Availability of and use of appropriate equipment;

18.2.7. Compliance with contract documents;

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

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

- 18.3.1. Owner's name and contact information for the Owner's representative;
- 18.3.2. Awarded contract amount;
- 18.3.3. Final contract amount;
- 18.3.4. A description of the scope of the project and how the project is similar to this project;
- 18.3.5. The Contractor's assessment of its performance of each project, including but not limited to the following:
 - 18.3.5.1. Quality control;
 - 18.3.5.2. Safety record;
 - 18.3.5.3. Timeliness of performance;
 - 18.3.5.4. Use of skilled personnel;
 - 18.3.5.5. Management of subcontractors;
 - 18.3.5.6. Availability of and use of appropriate equipment;
 - 18.3.5.7. Compliance with contract documents;
 - 18.3.5.8. Management of submittals process and change orders.
- 18.4. **Procedure to Request Modification of Supplemental Contractor Responsibility Criteria.** During the bidding period, but not later than five (5) business days before the bid submittal deadline, a potential Contractor may request that the Owner modify the supplemental Contractor responsibility criteria. The Owner shall evaluate any such requests, and if a decision is made by the Owner in its sole discretion to modify the criteria, such modification shall be communicated to all Contractors and plan holders via the issuance of an addendum to the bidding documents. If the Owner determines not to modify the supplemental criteria, the Owner shall notify the requesting Contractor of its decision in writing.
- 18.5. **Appeal of Determination that Contractor does not meet Responsibility Criteria:** If the Owner determines that the low Bidder does not meet the Contractor responsibility criteria set forth in this section and is therefore not a responsible Bidder, the Owner shall notify the Contractor in writing with the reasons for its determination. If the Contractor disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Owner's determination by presenting additional information in writing to the Owner. The Owner will consider the additional information before issuing its final determination in writing. If the final determination affirms that the low Bidder is not responsible, the Owner will not execute a contract with any other Contractor until two (2) business days after the low Bidder determined to be not responsible has received written notice of the

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

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

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

- 25. Prevailing Wages.** The Contractor shall pay prevailing wages as currently published by the Washington State Department of Labor and Industries and shall comply with chapters RCW 39.12 and RCW 49.28. A Notice of Intent to Pay Prevailing Wages and prevailing wage rates for the Project must be posted for the benefit of workers. At the conclusion of the Contract, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Contract shall be withheld until certification by the director has been received by Owner that the prevailing wage requirements of the law have been satisfied. The Contractor hereby certifies that it has not been cited for two violations within the last five (5) years, and is thus not prohibited from bidding on public works contracts. The Contractor further assures Owner that it will use no sub-contractor who is thus prohibited.
- 26. Use of Apprentices.** If the Bid for the project is over \$1,000,000, pursuant to RCW 39.04.320, the Contractor shall provide that 15% of all hours needed to complete the project are apprentice hours. The 15% of hours can be provided totally in one trade or can be distributed to all trades. Monthly reports will be filed with the Owner documenting how this requirement will be met.
- 27. Retained Percentage.** Owner shall withhold a sum not to exceed 5% of each payment of the contract price in accordance with chapter 60.28 RCW. Prior to any payment to the Contractor by Owner, the Contractor shall advise Owner of the manner in which the Contractor wishes such funds held in accordance with the Contract Documents. Such funds shall be retained, held and released in accordance with the statutory requirements.
- 28. Laws and Regulations.** The Bidders attention is directed to the fact that all applicable State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they shall be deemed to be included in the Contract the same as though written out in full therein. Bidders are advised that if successful, they will be required to meet all applicable federal, state, and local laws pertaining to permits, licenses, fees and taxes, as well as laws pertaining to employment and wages. Bidders are responsible for determining the extent and applicability of such laws. All equipment and products included in the Bid shall be in compliance with current codes and standards for the specific type of equipment. Current codes shall supersede errors in specification.
- 29. Public Records.** All submitted bids shall become the property of Owner and are subject to Washington State Open Records Law and available for public viewing after the submittal deadline.

EXHIBIT A CONTRACT FORM

PUBLIC WORKS CONTRACT

This Contract is entered into between Pacific County Fire Protection District No. 1, a municipal corporation, referred to as "Owner", and Rognlin's, Inc, 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 **\$1,475,000.00** 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: Rognlin's, Inc. Project Number: _____
2. Contractor's Business Name: Rognlin's, Inc.
3. Business address: 321 W. State Street, Aberdeen, WA 98520
4. Business phone: 360-532-5220 Fax: 360-532-5761
5. Contractor Registration-
 - Washington State License Number ROGNL**342LF Status: Active Yes: ☒ No: ☐
6. How many years have you been engaged in the contracting business under the present firm name? 63
7. Describe the general character of work performed by your company: Commercial, Roads and Bridges, Earthwork, Utilities, and Industrial.
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) Please See Attached
 - b) _____
 - c) _____
9. Bank references: The Bank of the Pacific, Aberdeen, WA, Lindsay Paylor (360) 533-8870
10. State of Washington Excise Tax Registration No.: 91-0724387
11. Industrial Insurance Account No.: 216583-01 Account Current: Yes ☒ No ☐
12. Current UBI Number: 141 005 883 Account: Open ☒ Closed ☐
13. Employment Security Department (ESD)
 - Number: 245143 00 0
 - 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: Rognlin's, Inc.

Authorized Signature: Katie Snodgrass

Print Name and Title: Katie Snodgrass, Vice President



321 WEST STATE STREET
P.O. BOX 307
ABERDEEN, WA 98520
PHONE (360) 532-5220
FAX (360) 532-5761

#1. NE Neighborhood Phase 1 Infrastructure Development - \$8,606,178.79

Completed: May 2024
Quinault Indian Nation
PO Box 189
Taholah, WA 98587

Ryan Hendricks 360.276.8211

Description: This project provided for the first phase residential development related to QIN's efforts to relocate residents to locations above tsunami inundation zones. Work included clearing and grubbing, excavation and embankment, water, sewer, and stormwater utility installation, sidewalk construction, asphalt paving. A second bid scheduled included offsite sewer installation, restoration, and upgrades to Newakwanti Drive.

#2. Seabrook Division #9 Infrastructure - \$6,264,000.00

Completed: November 2023
Seabrook Land Company LLC
4275 SR 109
Pacific Beach, WA 98571
Eli Abbott - 360.589.4611

Description: Mobilization, clearing & grubbing, site demolition, grading, storm drainage, sewer force main, gravity sewer, water, jack and bore steel casting under SR 109 for water connections, road bases and surfacing, HMA, walkways, 4,000 LF of dry utility trenching, haul and disposal of trench spoils, generator and building for pump station, dewatering and temp access roads.

#3. Taholah School Site Improvements - \$194,500.00

Completed: December 2021
Taholah School District
600 Chitwhin Drive
Taholah, WA 98587
John Bringsyellow - 360.276.4780

Description: Removed existing concrete and asphalt site improvement and off site disposal. New asphalt pavement, concrete walks, curbs, pavement striping and other associated site improvements.

#4. Karcher Springs Wells 16 & 17 Site Improvements - \$1,495,626.06

Completed: October 2020
West Sound Utility District
2924 SEK Lund Avenue
Port Orchard, WA 98366
Randy Screws - 360.874.5004

Description: Constructed a new 42,000 gal welded steel reservoir, 900 gpm packaged booster pump station, DI water piping and valves, reconnected chlorine and fluoride injection systems including new vault, flow meter including new vault, revisions of electrical, instrumentation and SCADA systems, demolition of existing concrete tank, pump station, underground concrete vault and misc. piping.

#5. **Division 8B Sitework - \$1,569,121.25**

Completed: December 2021

Seabrook Land Company LLC

13 West Myrtle Lane

Pacific, WA 98571

John Sliva - 360.581.0554

Description: Mobilization, clearing & grubbing, site demolition, grading, storm drainage, sewer force main, gravity sewer, water, road bases and surfacing, HMA, walkways, pedestrian/maintenance paths, 1,000 LF of dry utility trenching.

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	\$145,000.00	\$145,000.00
3.	Clearing and Grubbing	1 LS	\$85,000.00	\$85,000.00
4.	Removal of Structures and Obstructions	1 LS	\$1,000.00	\$1,000.00
5.	Site Grading	1 LS	\$100,000.00	\$100,000.00
6.	Import Fill	1 LS	\$112,000.00	\$112,000.00
7.	Construction Geotextile for Separation	9,450 SY	\$2.00	\$18,900.00
8.	Crushed Surfacing Base Course	5,350 TN	\$36.00	\$192,600.00
9.	Crushed Surfacing Top Course	1,850 TN	\$40.00	\$74,000.00
10.	HMA CL. 1/2 In. PG 58H-22	2,850 TN	\$153.00	\$436,050.00
11.	Cement Concrete Pavement w/ Structural Anchors	80 CY	\$800.00	\$64,000.00
12.	Gravel Backfill for Drain	60 TN	\$64.00	\$3,840.00
13.	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam.	25 LF	\$68.00	\$1,700.00
14.	Flow Dispersal Trench w/ Catch Basin Type 1	1 LS	\$15,000.00	\$15,000.00
15.	Flow Control Structure	1 EA	\$16,000.00	\$16,000.00
16.	Structure Excavation Class B Incl. Haul	1 LS	\$1,500.00	\$1,500.00
17.	Shoring or Extra Excavation Class B	1 LS	\$1,000.00	\$1,000.00
18.	Bank Run Gravel for Trench Backfill	20 TN	\$10.00	\$200.00

Name of Firm Rognlin's, Inc.

Signed by Katie Snodgrass, Official Capacity Vice President

Print Name Katie Snodgrass

Signed by _____, Official Capacity _____

Print Name _____

Signed by _____, Official Capacity _____

Print Name _____

Address 321 W. State Street

City Aberdeen State WA Zip Code 98520

Date 04/24/2024 Telephone 360-532-5220 FAX 360-532-5761

State of Washington Contractor's License No. ROGNL**342LF

Washington State UBI No. 141 005 883

Federal Tax ID # 91-0724387 Email address: bids@rognlins.com

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,

<u>Section (number)</u>	<u>Page</u>	<u>Item</u>	<u>Paragraph</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following question(s) concern Drawings,

<u>Sheet/Drawing (number)</u>

Question(s) submitted by:

<u>Name</u>	<u>Organization</u>
_____	_____
Telephone _____	Fax _____
Email _____	_____

ADDENDUM NO. 1

ISSUE DATE: April 18, 2024

PROJECT: Site Development
Pacific County Fire District #1
Ocean Park, Washington

GIBBS & OLSON PROJECT NO.: 0788.0245

ORIGINAL TIME BIDS DUE: 4:00 P.M., Tuesday, April 24, 2024

REVISED TIME BIDS DUE: 4:00 P.M., Wednesday, April 24, 2024

TO: All Planholders

This addendum is hereby made part of the Contract Documents to the same extent as though it were originally included herein. The following changes, additions, or alterations to the Contract Documents and/or Drawings are hereby made a part of the requirements and conditions of Addendum No. 1.

Acknowledge receipt of this Addendum in the space provided in the Bid Form.

Item	Location & Description of Change
-------------	---

1.	Invitation to Bid – First Paragraph – Second Sentence – Revise to Read as Follows:
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Sealed bids will be received by the Pacific County Fire District #1, 26110 Ridge Avenue, Ocean Park, Washington 98640 up to **4:00 P.M. local time, on Wednesday, April 24, 2023**, for furnishing all materials, labor and equipment for the following described work.

2.	Instructions to Bidders – Items 3.3 Bid Opening and 3.4 Board Action – Revise to read as follows:
-----------	--

3.3 Bid Opening. Bids will be opened at 4:30 p.m. on April 24, 2024, at 26109 Ridge Ave., Ocean Park, Washington 98640. Owner reserves the right to postpone the date and time for Bid opening. Notification to Bidders will be by addenda.

3.4 Board Action. The Board of Commissioners will review the Bid Proposals submitted at a special open public meeting at 3:00 p.m. on April 29, 2024, at Owner headquarters station, and may take formal action at that time or at a subsequent meeting.

3.	Instructions to Bidders – Exhibit A – Contract Form – Public Works Contract – Item 8 -- Insurance – Add the following new item:
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8.4.1. – The Contractor's Builders Risk Insurance shall provide coverage for fire, theft, vandalism, and Acts of God including earthquakes and floods.

4.	5-04.5 Payment – Revise the Paragraph starting with "The unit Contract price...." to Read as Follows:
-----------	--

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. No change to bid per ton price for HMA will be made due to changes in the price of oil.

5. Drawing C0.1 – Add the following note to the General Notes:

19. The Contractor shall be responsible for setting, maintaining and resetting all alignment stakes, slope stakes, and grades necessary for grading, fill and grading, drainage, subgrade, surfacing, paving, channelization and pavement marking. Except for survey control to be provided by the Contracting Agency, calculations, surveying and measuring required for setting and maintaining necessary lines and grades, including clearing limits, shall be the Contractor's responsibility. The cost for construction staking shall be incidental and separate payment will not be made for this work.

6. Drawing C0.1 – Revise Site Preparation Note 1 to read as follows:

1. Clearing and grubbing shall comply with Section 2-01 of the WSDOT Standard Specifications. Existing ground shall be stripped to an average depth of 8-inches as part of clearing and grubbing. Organic containing soils removed as part of clearing and grubbing shall be hauled and disposed offsite at a Contractor obtained disposal site at no additional cost to the Owner. The Contractor shall provide documentation to the Contracting Agency that the Contractor's disposal site can accept the stripped organic containing soil.

7. Drawing C0.2 – Revise Excavation and Fill Note 20 to read as follows:

20. The Site Grading bid item includes all work to prepare finished ground as depicted on the drawings including swales with 2 inches of compost, ponds and quarry spalls per Section 8-15 of the WSDOT Standard Specifications for to be utilized for the 1-foot Rock Lined Outfall Protection Areas. The estimated quantity of quarry spalls is 15 cubic yards.

8. Drawing C0.2 – Delete the Fencing specification notes in their entirety and replaced with the following:

Fencing

Shall be per Section 8-12 of the WSDOT Standard Specifications and per WSDOT Standard Plan L-20.10-03 on Drawing C2.3.

9. Drawing C1.0, Hex Note 5 – Revise to read as follows:

"Remove and relocate the existing power vault infrastructure and conduit to edge of proposed access road. Owner to mark proposed new vault location in the field. There are conduits to the vault but no transformer in the vault. Pacific County PUD No. 2 (PUD) owns the vault and conduits. The Contractor shall coordinate relocation of the vault and conduits with the PUD.

10. Drawing C2.3, Detail 5 – Add the following note regarding the shipping container:

Supply and installation of the referenced shipping container is not included in this contract. The preparation of the concrete pad and building anchors/epoxy is to be constructed as a part of this contract.

11. **Drawing C3.0, Hatching for topsoil and seeding is to be extended over the biofiltration swales and the sides of the pond. It does not extend to the bottom of the pond.**
12. **Section 8-02.5 of the Technical Specifications:**
Change "Seeding, per acre." to read "Seeding, per lump sum."
13. **Drawing C3.1, Detail 1 Flow Control Structure – Add the following note regarding the size of the debris cage to be supplied and installed:**
A 24-inch debris cage is to be supplied and installed on the 24-inch storm drain manhole riser.
14. **CAD files will be provided to the low bidder for Contractor's use during construction once an electronic file transfer agreement is executed between Pacific County Fire District #1's design engineer and the Contractor.**

END OF ADDENDUM NO. 1

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, depose, 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.

Rognlin's, Inc.

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
Katie Snodgrass, Vice President

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.

Rognlin's, Inc.

Bidder's Business Name

Katie Snodgrass

Signature of Authorized Official*

Katie Snodgrass

Printed Name

Vice President

Title

04/24/2024

Date

Aberdeen

City

WA

State

EXHIBIT G

BID DEPOSIT FORM

Pacific County Fire District #1 Site Development

Rognlin's, Inc.

Name of Bidder

The Bidder named above hereby submits its bid deposit to the Pacific County Fire District #1 in the amount of \$ 5% of Bid Amount, 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 \$ 5% of Bid Amount, 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.

Rognlin's, Inc.

Name of Bidder

Katie K. Snodgrass
Authorized Signature

Katie Snodgrass, Vice President
Title

04/24/2024

Date



Liberty Mutual Insurance Company

Name of Surety

Jamie L. Marques
Authorized Signature* Jamie L. Marques

Attorney-in-Fact

Title

04/24/2024

Date

*Attach Power of Attorney



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8211385 - 023049**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aliceon A. Keltner, Alyssa J. Lopez, Amber Lynn Reese, Amelia G. Burrill, Annelies M. Richie, Brandon K. Bush, Brent E. Heilesen, Carley Espiritu, Christopher Kinyon, Donald Shanklin, Jr., Eric A. Zimmerman, Holli Albers, Jacob T. Haddock, James B. Binder, Jamie L. Marques, Julianne Morris, Julie R. Truitt, Justin Dean Price, Katharine J. Snider, Lindsey Elaine Jorgensen, Lois F. Weathers, Michael Mansfield, Sarah Whitaker, Tamara A. Ringeisen

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of March, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 25th day of March, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of April, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

RESOLUTION
ROGNLIN'S, INC.

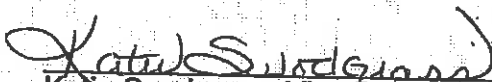
At a special meeting of the Board of Directors of Rognlin's, Inc. held on the 12th day of August, 2013, the following resolution was adopted:

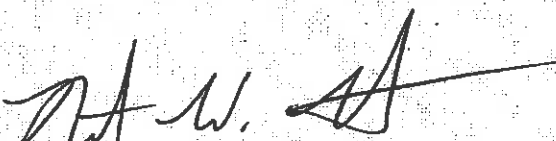
WHEREAS, the board of directors of the company, Rognlin's, Inc., held a special meeting on the 12th day of August, 2013, to consider authorization for Randy Rognlin, Katie Snodgrass, Nicholas Rognlin and Brian Thompson, as officers of the corporation to sign any and all documents on behalf of the corporation; and

THEREFORE, IT IS HEREBY RESOLVED that Randy Rognlin, Katie Snodgrass, Nicholas Rognlin and Brian Thompson are hereby authorized to sign any and all documents on behalf of the corporation in their capacity as officers of the corporation.

By order of the directors of Rognlin's, Inc..


Randy Rognlin, President


Katie Snodgrass, Vice President


Nicholas Rognlin, Vice President


Brian Thompson, Secretary

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)