



Contract Provisions for:

RESERVOIR NO. 4 ROOF RECOATING

SLWSD PROJECT NO. 24-0001

March 2024

Prepared for:

Silver Lake Water and Sewer District
15205 41st Avenue SE
Bothell, Washington 98012
425-337-3647

Prepared By:

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PACE Engineers, Inc.
11255 Kirkland Way, Suite 300
Kirkland, Washington 98033
425-827-2014



SILVER LAKE WATER AND SEWER DISTRICT

SILVER LAKE WATER AND SEWER DISTRICT

CERTIFICATE OF ENGINEER

Reservoir No. 4 Roof Recoating

Silver Lake Water and Sewer District

March 2024

These bidding and contract documents have been prepared by, or under the direction of, the following registered professional engineer, licensed in accordance with the laws of the State of Washington to practice in the State of Washington:



Date: 2024.03.13 13:53:36-07'00'
William P. Reynolds, P.E.

PACE Engineers, Inc.

11255 Kirkland Way, Suite 300

Kirkland, Washington 98033-6715

Phone: 425.827.2014

PACE Project No. 23412-03

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I - CALL FOR BIDS

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SILVER LAKE WATER & SEWER DISTRICT
CALL FOR BIDS

Reservoir No. 4 Roof Recoating

Silver Lake Water & Sewer District will accept sealed bids by physical delivery to the front counter of the Silver Lake Water & Sewer District building at 15205 41st Avenue SE, Bothell, WA, 98012, addressed to Scott Smith, P.E., District Engineer, Silver Lake Water & Sewer District, until **10:00AM**, local time on Wednesday, April 3, 2024.

Alternatively, Silver Lake Water & Sewer District will accept emailed bids timely submitted to the District's bid proposal email address: proposals@slwsd.com until 10:00AM, local time on Wednesday, April 3, 2024. Emailed bids shall only include PDF attachments. Links to download bid submittals will not be accepted. The District will not consider bids received after the above times and dates. Emailed bids shall be accompanied by a copy of the required bid bond if applicable.

At 11:00AM on the same date, bids will be publicly opened and read online, accessible via a Microsoft Teams meeting. The call-in number is 206-412-5430 with conference ID: 247 810 110#. Contact Scott Smith, District Engineer, at ssmith@slwsd.com for a video link to the bid opening meeting.

Project Description: The work to be performed for this project consists of surface preparation and re-coating of the roof and appurtenances of the District's Reservoir No. 4, as well as pressure washing the side shell of the reservoir. The project site street address is 2210 132nd St SE, Mill Creek, WA 98012.

Pre-bid Site Visit: The District will host a non-mandatory pre-bid site visit at 9:00 AM on March 21, 2024. Access to the site will be from 132nd St SE. Potential bidders will be granted access to the tank roof for visual observation of conditions.

The Engineer's estimated cost of the project is \$270,000 with 30 working days in the contract, and there are no State or Federal funds associated with this project. This contract involves "public work". Workers performing work in conjunction with the project shall receive the prevailing rate of wage pursuant to the State Prevailing Wages requirements.

Free-of-charge access to project bid documents is available on the District's website at <https://www.slwsd.com/> under the "New Development" menu and "Projects Out for Bid". There will be no plan holder's list prepared or maintained for this project.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such proposal. Should the successful bidder fail to enter into such contract and furnish a satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the

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District.

The Silver Lake Water & Sewer District reserves the right to reject any and all bids and to waive informalities and minor irregularities in the bidding documents. The Silver Lake Water & Sewer District is an equal opportunity employer and invites responsive bids from all qualified responsible bidders.

II - INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. ADDENDA

No alteration or modification of the terms and conditions of these Contract Documents will be binding unless included in a written addendum issued and approved by the District. Bidders are responsible for checking the with the District as described in the Call For Bids section above for the issuance of any addenda prior to submitting a bid. Bids shall reflect performance according to the Addenda. No Bid Bond shall be released for failure to consider Addenda. Receipt of addenda to the bid documents by a bidder must be acknowledged on the bid form. Failure to acknowledge receipt of any addenda shall not relieve the bidder from fulfilling all of the requirements of the Contract and may be considered an irregularity in the proposal.

2. BID CONDITIONS AND REQUIREMENTS

Except as otherwise provided in the Contract Documents, WSDOT Standard Specifications 1-02 through 1-03 together with all other specifically incorporated provisions of the Standard Specifications shall apply to all Bid Proposals submitted for this project. All references in the WSDOT Standard Specifications to “Contracting Agency” and “State of Washington” as Owner of the Project shall mean the Silver Lake Water & Sewer District (the “District”) as Owner of this Project.

3. BID IRREGULARITIES AND WITHDRAWAL OF BID

The District expressly reserves the right to reject any or all Bids, and the right to waive any informalities or irregularities in any Bid or in any Bidding Documents and to further Award the project to the lowest, responsive, responsible Bidder whose Bid complies with all of the District’s prescribed bidding requirements, as it best serves the interest of the District.

After the date and hour set for the opening of Bids, no Bidder may withdraw its Bid unless the Award of the Contract is delayed for a period exceeding forty-five (45) calendar days following Bid opening or the District determines that allowing withdrawal is in the best interests of the District. All Bidders agree to be bound by their Bids until the expiration of this stated time period.

4. BID PRICE

The bid price shall include everything necessary to perform and complete the contract, including, but not limited to, furnishing all materials, equipment, tools, transportation, supplies, plant, and other facilities, and all management, superintendent’s labor, and service, except as may be provided otherwise in the Contract Documents.

5. **BID PROPOSAL**

Proposals are to be submitted only on the forms provided with these Contract Provisions. Substitutions will not be accepted. The Bid Proposal shall contain an acknowledgement of receipt of all addenda (the numbers of which shall be filled in on the Bid Proposal). The Bidder's address and other contact information to which communications regarding the Bid are to be directed must be shown in the Bid Proposal.

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.

6. **BID PROTEST**

In accordance with RCW 39.04.105, if the District receives a timely written protest from a bidder for a public works project which is the subject of competitive bids, the District shall not execute a contract for the project with anyone other than the protesting bidder without first providing at least two full business days' written notice of the District's intent to execute a contract for the project; provided that the protesting bidder submits notice in writing of its protest no later than two full business days following bid opening. Intermediate Saturdays, Sundays, and legal holidays are not counted.

The words "Bid Protest" and title shall be written prominently and clearly displayed on any outer cover containing the protest notice as well as the notice itself. The following minimum information must be included in the written protest notice: 1) the name, address and phone number (including area code) of the protesting bidder; 2) the protesting bidder contact person's name and telephone number (including area code); and 3) a statement(s) describing the nature of the protest along with supporting documentation; 4) the District bid number and title. Bid protests must be received no later than 48 hours after the bid opening date and time.

7. **BID SECURITY DEPOSIT**

All proposals for this project must be accompanied by a **Bid Bond** in the form as set forth in Section III, a certified check on a solvent bank, or a postal money order payable to the District, in the sum of five percent (5%) of the total bid amount. The bonding company shall be currently approved and be registered with the Washington State Insurance Commissioner, appear on the current Authorized Insurance List in the State of Washington published by the

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office of the Insurance Commissioner and be acceptable to the District. Said bond, certified check or postal money order will be held as a guarantee that the successful Bidder will, within ten calendar days after the award date, (1) return the signed Contract, (2) furnish approved Payment and Performance Bonds, on the forms enclosed herein in amounts equal to one hundred percent (100%) of the amount of the Contract, including state sales tax; and (3) furnish the Certificate of Insurance and other forms as required in Special Provision Section 1-07.18 "Insurance." In case of refusal or failure to enter into said Contract and/or provide the required bonds and proof of insurance coverage, endorsements and insurance coverage questionnaire within ten (10) calendar days after the award date, the Bid Deposit shall be forfeited to the District. Upon the execution of the Contract and the approval on behalf of the District of the accompanying bonds and insurance policies, or upon rejection of the bid proposals, the Bid Security Deposit will be returned to each bidder.

8. **CONTRACT TIME**

Contract time shall begin on the first working day following the 10th working day after the Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins. Work shall be physically completed within 30 working days as determined under the provisions of the Contract.

9. **EXECUTION OF CONTRACT**

The Contract will be available for signature by the successful bidder within seven working days following award. If not electronic, the number of copies to be executed by the Contractor will be determined by the District.

Within 10 working days after the contract routing date, the successful bidder shall return the signed District-prepared contract, a completed W-9 form, an insurance certification, and a satisfactory bond as required by law, these Contract Provision, and Section 1-03.4 of the WSDOT Standard Specifications.

Until the District executes a contract, no proposal shall bind the District, nor shall any work begin within the project limits or within District-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the District.

The District may grant additional days to complete the execution of the contract at the District's sole discretion.

10. **INDEMNIFICATION/HOLD HARMLESS**

The Contractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this

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Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

However, should a court of competent jurisdiction determine that this Agreement 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 Public Entity, its officers, officials, employees, and volunteers, 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 the 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. The provisions of this section shall survive the expiration or termination of this Agreement.

11. INSURANCE

The Contractor shall procure and maintain the insurance described in the General Conditions below from insurers with a current A. M. Best rating of not less than A-: VII and approved by the Washington Insurance Commissioner to do business in the State of Washington. The District reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.

12. INTERPRETATION OF CONTRACT DOCUMENTS

Requests for an interpretation of the bid or Contract Documents and any other questions must be directed via email to Scott Smith at 425-659-2302 or ssmith@slwsd.com, within 3 working days of the bid opening date and time.

Addendums will be sent to each bidder originally notified of the Call for Bids and will also be posted on the District's website.

13. LOW RESPONSIBLE BIDDER

It is the intent of the District to award a contract to the lowest responsive and responsible bidder. A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350 and any supplemental bidder criteria required by the Contract Documents. The bidder is required to submit documentation demonstrating compliance with the criteria upon request by the District. By submitting a bid, the Bidder warrants and represents that Bidder meets all applicable responsibility criteria.

14. NOTICE TO PROCEED

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the District. The Contractor shall not commence with the work until the Notice to Proceed has been given by the District. The

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Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date unless another time period is approved by the District in writing. The Contractor shall diligently pursue the work to the physical completion within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

15. **PAYMENT**

Payment for acceptable work completed shall be in accord with Standard Specification Sec. 1-09.9 as modified by the Contract Documents. No payments will be made until a completed W-9 form is received from the Contractor.

16. **PREVAILING WAGES**

The prevailing rate of wage to be paid to all workmen, laborers, or mechanics employed in the performance of the Contract shall comply with the provisions of Chapter 39.12, RCW "Prevailing Wages on Public Works," as amended, and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities where the Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of the Contract as though fully set forth herein. Current Prevailing wages may be found at the following website:

<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

17. **RETAINAGE AND BONDING**

In accordance with RCW 60.28.011, 5% retainage will be withheld from all payments to the Contractor. A retainage bond in the amount of 5% of the contract amount may be submitted in lieu of payment withholdings at the discretion of the Contractor and subject to the requirements of RCW 60.28.

18. **SIGNATURE**

Each bid must be signed by the Bidder with the Bidder's usual signature. Bids by partnerships must be executed in the partnership name by an authorized partner. Bids by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign). Bids by limited liability companies must be executed in the company name, state the name of all members, and be signed by a managing member whose title must appear under the signature. The official address of the individual, corporation, partnership or limited liability company must be shown below the signature. **Note:** Any correction to a bid made by interlineation, alteration or erasure shall be initialed by the person signing the bid.

19. STANDARD SPECIFICATIONS

The Contract Provisions incorporate by reference specific sections of the 2023 Standard Specifications for Road, Bridge and Municipal Construction, issued by the Washington Department of Transportation (WSDOT) (the “Standard Specifications”) as amended and as modified or supplemented by the General Conditions and the other provisions of these Bid Documents. Deletion, amendment, alteration or additions to any subsection or portion of the Standard Specifications shall pertain only to that particular portion of the section, and the balance shall continue to be in force. Bidders shall be familiar with the requirements of the Contract Documents and the Standard Specifications specifically incorporated by reference in the Contract Documents.

20. SUBCONTRACTOR

A subcontractor or lower tier subcontractor will not be permitted to perform any work under the contract until approved by the District.

Contractor shall complete a contractor responsibility check on all subcontractors proposed for the project. All supporting documentation for the responsibility check shall be included with the Request to Subcontract form. The following verification is required to be submitted with the Contractor’s Request To Subcontract as required by WSDOT Std. Spec. 1-08.1 and 1-08.1(1) incorporated by reference in the Contract Provisions:

1. Industrial Insurance (Employer Liability): <https://secure.lni.wa.gov/verify/>
2. State Contractor's License Status: <https://secure.lni.wa.gov/verify/>
3. Department of Revenue Account: <https://dor.wa.gov>
4. Federal Debarment Listed: <https://www.sam.gov/>
5. State Debarment Listed:
<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors>
6. Statement of Bidder’s Qualification form (for subcontractors with fees in excess of 25% of the total contract amount)

21. SUBMISSION OF BIDS

To receive consideration, bids must be submitted in accord with the requirements of the Call for Bids above and applicable provisions of the Standard Specifications.

22. TAXES

All or a portion of the labor and materials furnished under this Contract may be subject to retail sales taxes and other state and local taxes which taxes are payable by the Contractor.

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All questions concerning applicable taxes on any portion of the Work should be directed by the Contractor to the State of Washington Department of Revenue or the local taxing authority.

If all or a portion of the Work may constitute "public road construction" as defined in Washington Administrative Code §[458-20-171](#) (Washington Department of Revenue Rule 171) then the performance of the work by the Contractor which constitutes "public road construction" does not constitute a "retail sale" to District. Therefore, State and local retail sales taxes will not be paid by District on Work which constitutes public road construction. However, State and local retail sales taxes are payable by the Contractor on all purchases and rentals of materials, tools, machinery, equipment, and supplies used or consumed by the Contractor in the performance of the Work.

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III - BID DOCUMENTS

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BID SUBMITTAL CHECKLIST

- BID PROPOSAL SHEET (2 Pages)**
- STATEMENT OF QUALIFICATIONS (2 Pages)**
- NON-COLLUSION DECLARATION**
- BID BOND**

Failure to submit all of the above items as required will result in the bid being considered non-responsive.

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BID PROPOSAL

BID SUBMITTED BY:

Company name: _____

Check one: Individual Partnership Joint Venture Corporation

Mailing Address: _____

City/State/Zip: _____

Phone: _____

E-Mail: _____

The undersigned, having carefully examined all documents enclosed herein, the undersigned proposes to perform all Work in strict compliance with all Contract Documents, for the amount set forth below.

<u>BID SCHEDULE</u>					
ITEM NO.	ITEM OF WORK	BID QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	1	LS		
2	Minor Changes	1	EST	\$15,000.00	\$15,000.00
3	Environmental Protection	1	LS		
4	Paint Spot Repairs	25	EA		
5	Reservoir Exterior – Roof Prep and Coating	1	LS		
6	Reservoir Exterior – Sidewall Cleaning	1	LS		
7	Disposal of Waste Material	1	LS		
8	General Restoration and Cleanup	1	LS		
TOTAL BID ITEMS					
SALES TAX (10.6%)					
TOTAL BID, INCLUDING SALES TAX					

BID SIGNATURE PAGE

- Use ink and print legibly
- Make sure to initial and date any changes, erasures, or cross-outs in your bid
- All information regarding this bid may be sent to the mailing address, phone number or email provided above
- The bid includes all State of Washington or local sales tax, pursuant to the requirements of Rules 170 and 171 of the Department of Revenue, where applicable.
- Bidder acknowledges receipt of **addenda** ____ through _____. No addenda issued
- If awarded the contract, the undersigned agrees to complete all the work as specified for the above listed project within 30 WORKING DAYS after the indicated starting date appearing in an official “Notice to Proceed” issued by the District.
- The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (April 3, 2024), that 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.
- The bidder further certifies that bidder meets or exceeds all bidder responsibility criteria required by the Contract Documents.

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

Signed by (Printed): _____

Title of Signatory: _____

Bid Signature: _____ Date: _____

BIDDER RESPONSIBILITY CRITERIA

- A. In addition to the mandatory bidder responsibility criteria required under RCW 39.04.350(1), the bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project:
1. Delinquent State Taxes – The bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
 2. State or Federal Disbarment – The bidder shall not currently be debarred or suspended by the State or Federal Government.
 3. Claims against Retainage and Bonds – The bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects during the previous three years, that demonstrate a lack of effective management by the bidder of making timely and appropriate payment to its subcontractors, suppliers and workers, unless there are extenuating circumstances acceptable to the District.
 4. Completion of Similar Projects – The bidder shall have successfully completed projects of a similar size and scope as required by the contract documents for this project. In evaluating whether the projects were “successfully completed”, the District may check bidder references for the previous projects and may evaluate the District’s assessment of the bidder’s performance, including but not limited to the following areas:
 - Quality control
 - Safety record
 - Timeliness of performance
 - Use of skilled personnel
 - Management of subcontractors
 - Availability of and use of appropriate equipment
 - Compliance with contract documents
 - Management of submittals process, change orders and close-out
 5. As evidence that the bidder meets the bidder responsibility criteria, the apparent lowest bidder and apparent second lowest bidder must submit the Statement of Bidder’s Qualifications with documents demonstrating compliance with the Mandatory and Supplemental Criteria upon request by the District. By submitting a Bid, the Bidder warrants and represents Bidder meets or exceeds all bidder responsibility criteria.
- B. If the District determines the bidder does not meet the bidder responsibility criteria stated above and is therefore not a responsible bidder, the District shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within twenty-four 24 hours¹ of receipt of the District’s determination by presenting additional information to the District. If the final determination affirms that the bidder is not responsible, the District will not execute a contract with any

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other bidder until two (2) business days after the bidder determined to be not responsible has received the final determination.

By signing the signature page of the proposal, the Contractor represents under oath and under penalty of perjury under the laws of the State of Washington that the Bidder meets the mandatory and supplemental criteria stated in this Section and all representations by the Bidder are true and correct.

STATEMENT OF BIDDER'S QUALIFICATIONS

The Statement of Bidder's Qualifications with supporting documents is to be completed by the apparent low Bidder and provided upon request of the District. The District may also request this form and supporting information from other Bidders. This statement of qualifications and supporting documents may also be requested from some or all subcontractors who will subcontract to perform at least twenty-five percent (25%) of the total bid amount and be submitted by the two low bidders within 24 hours after the bid results are published.

Name of Firm: _____

Number of Years Doing Business Under Present Name: _____

State of Washington DOL Contractor's Registration Number: _____

State of Washington UBI Number: _____

State of Washington Department of Employment Security Number: _____

Washington State Excise Tax Registration Number: _____

Federal Tax ID Number: _____

The District may conduct reference checks for the bidder whose bid is under consideration for award for verification of bidder responsibility under mandatory and supplemental bidder responsibility of the Contract Documents. The District may determine that the bidder is not a responsible bidder and may award to the next lowest bidder who meets the bidder qualification requirements. In conducting reference checks, the District may include itself or other government agencies and businesses as a reference even if the bidder did not identify these sources as a reference.

1. **Delinquent Sales Taxes.** Are you delinquent on your taxes with the Department of Revenue?
 Yes No
If yes, a written payment plan may be required by the District prior to contract award.
2. **Federal Debarment.** Are you listed on as having an "active exclusion" on the U.S. Government's System for Award Management data base?
 Yes No
3. **Subcontractor Responsibility.** Do you have responsibility criteria for each subcontractor as required per RCW 39.06.020?
 Yes No
4. **Prevailing Wages.** Do you have determinations by the WA Labor and Industries that prevailing wages were not paid within the last five years?
 Yes No
If yes, list the dates of these determinations: _____.

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5. **Claims Against Retainage and Bonds.** Do you have two or more claims against retainage and/or bonds on any public works contract within the last three years from the date of bid submittal?
 Yes No
If yes, a report of such claims may be required by the District prior to contract award.
6. **Public Bidding Crime.** Have you been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date?
 Yes No
7. **Termination for Cause/Termination for Default.** Have you had any public contract terminated for default or cause by a government agency within the five years from the date of bid submittal?
 Yes No
If yes, a report describing the circumstances of such termination or default may be required by the District prior to contract award.
8. **Lawsuits.** Have judgments been entered against you within the last five years from the date of bid submittal relating to contract enforcement or breach?
 Yes No
If yes, a report containing an explanation of the circumstances surrounding each such lawsuit may be required by the District prior to contract award.
9. **Experience.** Have you successfully completed at least three projects, of a similar size and scope, during the 5-year period immediately preceding the bid submittal deadline for this project? Similar size is defined as a minimum of 60 percent of the bid amount submitted by the Bidder.
 Yes No

By the signature below, Bidder confirms that all information provided is true and correct and agrees that the District shall retain the right to obtain any and all credit reports.

Signature: _____

Title: _____

Date: _____

Print Name: _____

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of the Bid Proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

Signature: _____

Date: _____

Print Name: _____

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BID BOND

KNOW ALL BY THESE PRESENTS:

That we, _____ (Bidder), as Principal, and _____ (Bonding Company), as Surety, are held and firmly bound unto the District (Owner), as Obligee, in the penal sum of _____ Dollars, lawful money of the United States, for the payment of which unto Obligee, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, Principal is submitting a Bid for the Reservoir No. 4 Roof Recoating Project.

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the work, and if Principal within the time specified in the Contract Documents enters into, executes and delivers to Obligee a signed agreement and the contract bond per the specifications, with Surety or Sureties approved by Obligee, and appropriate insurance certificates, with required endorsements and insurance coverage, as required herein in the forms provided herewith, then this obligation shall be void. If, however, Principal fails or refuses to furnish any of the above listed items in the time stated in the Contract Documents for the referenced Bid, then Principal and Surety shall pay and forfeit to Obligee the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or release of liability of Surety.

AND IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and Obligee and their respective heirs, administrators, executors, successors and assigns.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these present to be SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 2024.

Principal
By: _____
Title: _____

Surety
By: _____
Attorney-in Fact, Surety

Surety's Mailing Address

Surety's Telephone and Fax Numbers

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IV - AWARD DOCUMENTS

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CONTRACT AGREEMENT
Reservoir No. 4 Roof Recoating Project

THIS AGREEMENT, is entered into as of the date hereinafter affixed by and between the Silver Lake Water and Sewer District, (hereinafter “Contracting Agency” or “District”), and _____, (hereinafter the “Contractor”).

WITNESSETH:

That in consideration of the performance and payment under the terms and conditions contained in the Contract Documents, the parties hereto covenant and agree as follows:

I. The Contractor hereby agrees to complete all Work for the Reservoir No. 4 Roof Recoating Project (hereafter “Project”) in accordance with the Contract Documents, including without limitation specifically referenced and related sections of the 2024 Washington State Standard Specifications for Road, Bridge, and Municipal Construction as modified by the Contract Documents herein together with Addenda _____ through _____ which are by this reference incorporated herein and made a part hereof, and in full compliance with the terms, conditions and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work provided under the Contract Documents and every part thereof and any extra work which may be ordered as provided in the Contract Documents and every part thereof.

The Contractor agrees to complete physical completion of the project within 30 working days. The Contractor agrees to pay the Contract Agency \$500.00 for each and every day said work remains uncompleted after expiration of this time as liquidated damages.

Contractor is responsible for determining the means and methods to be used to complete the project. The Contractor shall provide and bear the 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 work.

II. The Contract Agency promises and agrees to pay the Contractor for the Project according to the attached Contractor’s Bid Proposal Sheet at the time and in the manner provided for in the Contract Documents.

III. The Contractor for themselves, and for their heirs, executors, administrators, successors, and assigns does hereby agree to the full performance of all covenants, obligations and terms herein contained upon the part of the Contractor.

SILVER LAKE WATER AND SEWER DISTRICT

IV. It is further provided that no liability shall attach to the Contracting Agency, its officers, officials, employees, agents and representatives by reason of entering into this contract, except as expressly provided herein.

Countersigned:

This _____ day of _____, 2024,

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

District (Contracting Agency)

Contractor

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Payment Address:

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SILVER LAKE WATER AND SEWER DISTRICT

PERFORMANCE BOND

To: Silver Lake Water & Sewer District

Bond No. _____

The Silver Lake Water & Sewer District has awarded to _____ (Principal), a contract for the construction of the project designated as **Reservoir No. 4 Roof Recoating**, located in Mill Creek, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety are jointly and severally held and firmly bound to the Silver Lake Water & Sewer District, in the sum of _____ US Dollars (\$_____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform and complete all of the Principal's obligations, conditions, and duties under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such obligations, conditions, and duties have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and authentic power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

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**DECLARATION OF OPTION FOR MANAGEMENT OF
STATUTORY RETAINED PERCENTAGE**

In accordance with RCW 60.28.011,

The District will reserve a contract retainage not to exceed five percent (5%) of the moneys earned by the contractor as a trust fund for the protection and payment of: (i) the claims of any person arising under the contract; and (ii) the state with respect to taxes, increases, and penalties imposed pursuant to Titles 50, 51, and 82 RCW, which may be due from such contractor.

[] 1) Therefore, in accordance with RCW 60.28.011, I hereby elect to have the retained percentage of this contract reserved in a fund by the District until SIXTY (60) days following the completion of all contract work and final acceptance by appropriate state agencies.

Date _____ Signed _____

Alternatively:

In accordance with the following Sections of RCW 60.28.011, one of the alternative options below may be selected if the Contractor provides the required information:

[] 2) I hereby elect to have the retained percentage of this contract deposited by the District in an interest bearing account in a bank, mutual savings bank, or savings and loan association until SIXTY (60) days after the completion of all contract work and final acceptance by appropriate state agencies, with the escrow holder in form acceptable to the District. The Contractor shall provide the bank institution information to the District for this purpose. Interest on moneys reserved by the District under the provision of the contract will be paid to the contractor.

Date _____ Signed _____

AND,

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in a bank, mutual savings bank, or savings and loan association and investing it as authorized by statute. The District shall not be liable in any way for any costs or fees in connection therewith. This agreement is subject to all applicable provisions of Chapter 60.28 RCW.

Date _____ Signed _____

[] 3) I hereby elect to have the retained percentage placed in escrow with a bank or trust company by the District until SIXTY (60) days after the completion of all contract work and final acceptance by appropriate state agencies, with the escrow holder in form

SILVER LAKE WATER AND SEWER DISTRICT

acceptable to the District. The District will provide an escrow form for this purpose. The District will issue a check representing the sum of the moneys reserved payable to the bank or trust company and the contractor, jointly. The check will be converted into bonds and securities, chosen by the contractor, approved by the District, and held in escrow. Interest on the bonds and securities will be paid to the contractor as interest accrues.

Date _____ Signed _____

AND,

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by stature. The District shall not be liable in any way for any costs or fees in connection therewith. This agreement is subject to all applicable provisions of Chapter 60.28 RCW.

Date _____ Signed _____

- [] 4) I hereby elect to submit a bond for all or any portion of the contract retainage in a form acceptable to the District and from an authorized surety insurer. I understand that the District may require that the authorized surety insurer have a minimum financial strength rating so long as the minimum rating does not exceed A-. If this option is selected the District will provide a Retainage Bond form for the Contractor to complete.

Date _____ Signed _____

V – GENERAL CONDITIONS

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GENERAL CONDITIONS
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ARTICLE 1 – DEFINITIONS

- 1.1 **Addenda.** Written or graphic instruments issued prior to execution of the Contract Agreement which modify or interpret the Contract Documents.
- 1.2 **Asbestos.** Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 1.3 **Bid.** The offer or proposal of the Bidder submitted in the prescribed form setting forth the prices for the Work to be performed. The term Proposal shall have the same meaning as the term Bid unless otherwise stated or specified.
- 1.4 **Bidder.** Any person, firm, corporation or organization submitting a Bid or Proposal for the Work.
- 1.5 **Bonds.** Bid, performance, and payment bonds and other instruments of security furnished by the Bidder/Contractor and the Contractor's surety in accordance with the Contract Documents.
- 1.6 **Change Order.** See WSDOT Standard Specification 1-04.4.
- 1.7 **Clarification.** A document issued by the Engineer to the Contractor that interprets the requirement(s) and/or design intent of the Contract Documents, which may not represent an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times.
- 1.8 **Contract Agreement.** The Contract Documents, after execution of the documents in the Project Manual, form the Contract Agreement. The Contract Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Agreement may be amended or modified after execution only by a Change Order. References herein to the Contract or the Agreement shall be understood to mean and refer to the Contract Agreement.
- 1.9 **Contract Documents.** The Contract Documents consist of:

PROJECT MANUAL, see Section 1.32

CONSTRUCTION ADDENDA

CURRENT WSDOT STANDARD SPECIFICATIONS (as included by reference)

FIELD MEMORANDA/ORDERS

EXECUTED CHANGE ORDERS

Each of these items is to be considered by reference as part of the Contract Documents. The order of priority in case of conflict between the Contract documents shall be in the order stated in Section 3.4.

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- 1.10 Contract Price.** The total monies payable to the Contractor under the Contract Documents.
- 1.11 Contract Time.** The number of working days from the date of the Notice to Proceed to completion of the Work.
- 1.12 Contractor.** The Contractor is the person, firm, corporation, or organization identified as such in the Contract Agreement and is referred to throughout the Contract Documents as a plural entity. The term Contractor means the Contractor or their authorized representative.
- 1.13 Day and Days.** The term "day" shall mean calendar day; the term "days" shall mean consecutive calendar days; and the term "working days" shall mean consecutive calendar days excluding Saturdays, Sundays, and legal holidays, unless otherwise stated or specified.
- 1.14 Defective Work.** Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or work that has been damaged prior to the Owner's or Engineer's recommendation of final payment.
- 1.15 Drawings.** The drawings, plans, maps, profiles, diagrams, and other graphic representations that show the scope and character of the Work to be performed, have been approved by the Owner, and are referred to in the Contract Documents. The terms Drawing, Plan, and Plans have the same meaning as the term Drawings unless otherwise stated or specified.
- 1.16 Engineer.** The term "Engineer" refers to the District Engineer, their consultants as appropriate, or the person designated by the District Engineer as their engineering representative during the course of construction to make appropriate inspections and computations of payments. On all questions concerning the acceptability of materials and construction, the decision of the Engineer and their duly authorized assistants shall be final.
- 1.17 Field Memorandum and Field Order.** A written order issued by the Engineer to the Contractor which clarifies or interprets the Contract Documents or orders minor changes or alterations in the Work.
- 1.18 General Requirements.** Division 1 of the Technical Specifications.
- 1.19 Hazardous Waste.** The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 1.20 Project Representative.** The authorized representative of the Engineer who is assigned to the Site or any part thereof.
- 1.21 Laws and Regulations; Laws or Regulations.** Any and all applicable laws, rules, regulations, ordinances, codes, and/or orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

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- 1.22 Lien or Mechanic’s Lien.** A form of security, an interest in real property that is held to secure the payment of an obligation.
- 1.23 Milestone.** A principal event specified in the Contract Documents relating to an intermediate completion date of a separately identifiable part of the Work or a period of time within that the separately identifiable part of the Work should be performed prior to Substantial Completion of all the Work.
- 1.24 Notice of Award.** The written notice by the Owner to the apparent successful bidder stating that upon compliance with the conditions precedent to be fulfilled by the apparent successful bidder within the stated time, the Owner will execute the Contract Agreement.
- 1.25 Notice of Substantial Completion.** A form signed by the Engineer representing that the Work is Substantially Complete and fixing the date of Substantial Completion.
- 1.26 Notice to Proceed.** The written notice by the Owner to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the work.
- 1.27 Owner and District.** The Owner is the Silver Lake Water and Sewer District. References in the WSDOT Standard Specifications and in these General Conditions and other Contract Documents to the “Contracting Agency” or “District” as are to be interpreted as referring to the District as the Owner of the project.
- 1.28 Partial Utilization.** Use by the Owner of a substantially completed part of the Work for the purpose for which it is intended prior to Substantial Completion of all the Work.
- 1.29 PCBs.** Polychlorinated biphenyls.
- 1.30 Petroleum.** Petroleum, including crude oil or any fraction thereof that is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
- 1.31 Project.** The complete plan of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.32 Project Manual.** The Project Manual may include the following documents.
1. INVITATION TO BID
 2. INSTRUCTIONS TO BIDDERS
 4. BID PROPOSAL (including the Bid, Bid Schedule(s) and Information Required of Bidder)
 5. BID SECURITY
 6. CONTRACT AGREEMENT FORM

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7. BONDS AND CERTIFICATES

9. GENERAL CONDITIONS

10. SPECIAL CONDITIONS (if any)

11. TECHNICAL SPECIFICATIONS

12. APPENDICES (if any)

13. 2024 WSDOT Standard Specifications With Amendments As Specifically Referenced

- 1.33 Radioactive Material.** Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 1.34 Samples.** Physical examples of materials, equipment, or workmanship that are representative of some portion of Work and establishes the standards by which such portion of the Work will be judged.
- 1.35 Shop Drawings.** All drawings, diagrams, illustrations, schedules, and other data that are specifically prepared by or for the Contractor and submitted by the Contractor to illustrate some portion of Work and all illustrations, brochures, schedules, performance charts, instructions, and diagrams to illustrate material or equipment for some portion of the Work.
- 1.36 Site.** Lands or other areas designated in the Contract Documents as being furnished by the Owner for the performance of the construction, storage, or access.
- 1.37 Stop Notice.** A legal remedy for subcontractors and suppliers who contribute to public works, but who are not paid for their work, which secures payment from construction funds possessed by the Owner.
- 1.38 Subcontractor and Sub-subcontractor.** A Subcontractor is a person, firm, corporation, or organization who has a direct contract with the Contractor to perform any of the Work. A Sub-subcontractor is a person, firm, corporation, or organization who has a direct or indirect contract with a Subcontractor to perform any of the work.
- 1.39 Substantial Completion.** The time at which the Work (or specified part) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, for use and occupancy by the Owner.
- 1.40 Special Conditions.** The part of the Contract Documents that make additions, deletions, or revisions to these General Conditions and other Contract Documents.
- 1.41 Supplier.** Any person, firm, corporation, or organization who supplies materials or equipment for the Work, including that fabricated to a special design, and may also be a Subcontractor or a Sub-subcontractor.
- 1.42 Surety.** A Surety is a firm, corporation, or organization that joins with the Contractor in assuming the liability for the faithful performance of the Work and for the payment of all

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obligations pertaining to the Work in accordance with the Contract Documents by issuing the Bonds required by the Contract Documents or by law.

- 1.43 Technical Specifications and/or Specifications.** The Technical Specifications and/or Specifications consist in whole or in part of the Project Manual consisting of the General Requirements and written technical descriptions of products and execution of the Work.
- 1.44 Utilities.** All pipelines, conduits, ducts, cables, wires, tracks, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities that have been installed underground or above the ground to furnish any of the following services or materials: water, sewage, sludge, drainage, fluids, electrical lines and connections, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic control, or other control systems.
- 1.45 Work.** The term Work includes all labor, materials, equipment, and incidentals necessary to produce the construction required by the Contract Documents and any and all obligations, duties, and responsibilities necessary to the successful completion of the construction assigned to or undertaken by the Contractor under the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

- 2.1 Award.** The award of the Contract Agreement, if it is awarded, will be to the lowest responsive, responsible Bidder. No Notice of Award will be given until the Owner has concluded such investigations, as it deems necessary, to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed. The Owner reserves the right to reject the Bid of any Bidder who does not pass such investigation to the Owner's satisfaction. If the Contract is awarded, the Owner will give the successful Bidder a Notice of Award within the time period stated in the Invitation to Bid and no Bidder may withdraw their Bid during this time. The Owner also reserves the right to reject all bids for any reason it deems advantageous to the District.
- 2.2 Execution of Contract Agreement.** At least two counterparts of the Contract Agreement and such other Contract Documents as practicable shall be suitably identified as agreed by the parties and signed by the Owner and the Contractor. The Contract Agreement shall be executed within the time period stated in the Invitation to Bid. The Owner and the Contractor shall each receive an executed counterpart of the Contract Documents. The Contract Agreement shall be executed in the form shown herein.
- 2.3 Delivery of Bonds.** Simultaneously with the execution of the Contract Agreement, the Contractor shall deliver to the Owner the required Bonds. The Contractor shall furnish a notarized copy of the power of attorney with each bond.

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- 2.4 Insurance.** At the time of execution of the Contract Agreement, the Contractor shall deliver to the Owner the certificates, endorsements, and proof of insurance as required by WSDOT Standard Specification 1-07.18 the terms of which are incorporated by reference as if fully restated herein.
- 2.5 Forfeiture of Bid Security.** Failure of the successful Bidder to whom a Notice of Award is tendered, to execute the Contract Agreement within the time limit provided in the Contract Documents, and deliver the Bonds and other documents required of the Bidder at the time of Contract execution shall be just cause for the Owner to annul the Notice of Award and declare the Bid and any security therefor forfeited.
- 2.6 Copies of Documents.** The Owner will furnish to the Contractor two full size hard copies of the project Plans, and electronic copies only of the Specifications. Upon request, additional printed copies can be furnished at the cost of reproduction, shipping and handling.
- 2.7 Verification.** Before undertaking the Work, the Contractor shall carefully study and compare the Contract Documents for any discrepancies, inconsistencies, ambiguities, conflicts, or other errors in them, or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work, or between the Contract Documents and any such standard, specification, manual, or code, or of any instruction of any Supplier, or between the Contract Documents and the site conditions, and check and verify all figures, dimensions, and quantities shown thereon and all field measurements and actual site conditions. The Contractor shall bear all costs for any error in the Work resulting from the Contractor's failure to so compare and verify. The Contractor shall immediately report in writing to the Owner any error that they may discover and shall not perform or construct any of the Work affected thereby (except in an emergency) until a Clarification, Field Order, or Change Order to the Contract Documents has been issued by the Engineer. The Contractor assumes full responsibility for having familiarized themselves with the Contract Documents, the Work, locality, and local conditions that may in any manner affect the Work to be done, and by executing the Contract Agreement represents that they have visited the site and correlated their observations with the requirements of the Contract Documents.
- 2.8 Qualifications of Subcontractors**
- 2.8.1 Listing.** The Owner may request and the bidding documents may require the apparent low Bidder to submit a partial or complete list of the names and addresses of all Subcontractors which are proposed to be employed in the performance of the Work, including the persons and organizations who are to supply the items of materials and equipment as contained in the Proposal and to the extent specified or required by the Owner.
- 2.8.2 Revision of Listing.** If, prior to the Notice of Award, the Owner has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, the apparent low Bidder may, prior to the Notice of Award (a) submit an acceptable substitute Subcontractor, person or organization without an increase in their Bid price or (b) submit a revised list or such waiver thereof the Owner may elect to issue, subject to all the preceding requirements of this subparagraph, with no increase in the Contractor's Bid price or (c) withdraw the Bid and forfeit

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the Bid security. If, after the Notice of Award, the Owner refuses to accept any Subcontractor, person or organization on such list, the Contractor shall submit an acceptable substitute. No change or revision shall be made to the list accepted by the Owner nor shall any other Subcontractor, person, or organization not named in the accepted list be employed on or for the Work without the issuance of an appropriate Change Order at no additional cost to the Owner.

- 2.9 Starting the Work.** The Contractor shall start the Work not later than the date stated in the Notice to Proceed, which date will be the first day of the Contract time. The Owner reserves the right to delay issuance of the Notice to Proceed as stated in the Invitation to Bid, and no additional payment will be made to the Contractor on account of such delay. The Contractor shall give notice to the Owner not less than two (2) working days in advance of the actual date on which the work will be started to allow the Owner sufficient time to arrange for the Owner's project staff to be on-site. The Contractor shall be entirely responsible for delay in the Work that may be caused by their failure to give such notice.

The Contractor shall start the Work from such points as may be satisfactory to the Owner.

- 2.10 Preconstruction Conference.** The Contractor is required to attend a preconstruction conference. This conference will be attended by the Owner, Engineer, and others as appropriate in order to discuss the Work. At a minimum, the Contractor's representatives should include its project manager.

ARTICLE 3 - INTENT AND INTERPRETATION OF CONTRACT DOCUMENTS

- 3.1 Intent of the Contract Documents.** The Contract Documents are complementary and what is called for by one is as binding as if called for by all. Any Work that may be reasonably inferred from the Drawings or Specifications as being required to produce the intended result shall be provided by the Contractor whether or not it is specifically called for. The Contractor shall furnish and pay for all labor, supervision, materials, equipment, transportation, construction equipment and machinery, tools, appliances, water, fuel, power, energy, light, heat, utilities, telephone and communications, temporary and sanitary facilities, storage, protection, safety provisions, and all other facilities, services, and incidentals of any nature whatsoever necessary for the satisfactory and acceptable execution, testing, initial operation, and completion of the Work in accordance with the Contract Documents, ready for use, occupancy, or operation by the Owner.

When words, phrases or abbreviations which have a well-known technical or construction industry or trade meaning are used to describe work, materials, or equipment such words, phrases or abbreviations shall be interpreted in accordance with that meaning unless another definition has been provided elsewhere in the Project Manual and/or Contract Documents.

Before undertaking each part of the Work, the Contractor shall review the Contract Documents related to that portion of the Work.

- 3.2 Interpretations, Instructions, and Determinations By The Engineer.** Written and oral clarifications or interpretations may be issued by the Engineer. If the Contractor believes that a determination, instruction, clarification or interpretation by the Engineer or any action by the Owner or an Owner's representative entitles the Contractor to an increase in the Contract Price or an extension of the Contract Time, or any other recovery of additional compensation or relief, the Contractor shall give written notice and make a written claim therefor as provided in Article 17. Failure to give such written notice and to make a written protest and claim as required by Article 17 and the WSDOT Standard Specifications sections included therein, shall be a waiver of any claim for additional compensation, increase in the Contract Price or extension of the Contract Time.
- 3.3 Organization of Drawings and Specifications.** The organization of the Specifications into Divisions, Sections, Articles, and Paragraphs, the listing of Work included and not included in the various sections of the Specifications, and the arrangement of the Drawings shall not control the Contractor in dividing the work among Subcontractors nor establish the extent of Work to be performed by any trade, except where a particular item or type of equipment is specified or otherwise required to be assembled of various components under the coordination and responsibility of one manufacturer or supplier (sometimes referred to or specified as unit responsibility).
- 3.3.1 Drawings.** Scale dimensions on Drawings shall govern where figured dimensions are not indicated. Figured dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.
- 3.3.2 Standards.** Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
- 3.3.3 Specification Titling and Arrangement.** The Article and Paragraph titles and other identifications of subject matter in the Specifications are intended as an aid in locating and recognizing various requirements. Except where titling forms a part of the text, such as the beginning words of a sentence, or establishes the subject of an Article or paragraph, the titles are subordinate to and do not define, limit, or otherwise restrict the Specification text. Underlining or capitalizing of words in the text does not signify or mean that such words convey special or unique meanings having precedence over any other part of the Contract Documents. The Specification text shall govern over titling and shall be understood to be and interpreted as a whole. The order of Articles, paragraphs, and subparagraphs is established by the alphanumeric or similar system employed in the text.
- 3.3.4 Specification Language.** Words and phrases requiring an action or performance, such as perform, provide, install, furnish, erect, connect, test, operate, and adjust, shall be understood to include the meaning of the phrase "The Contractor shall" unless

otherwise specified. The requirements of the Drawings and Specifications apply to all Work of the same type, kind, and class even though the word "all" may not be stated. The usage and meaning of various words and phrases employed in the Specifications and herein are as follows, and shall be understood to apply to the future, present, and past tenses according to the context.

3.3.4.1 References to Drawings. The words indicated, shown, detailed, noted, scheduled, illustrated, and words of like import shall mean that reference is made to the Drawings unless stated otherwise.

3.3.4.2 Directives. The words directed, direction, designated, selected, and words and phrases of like import shall mean that the direction, designation, selection, or like action of the Engineer is intended unless stated otherwise.

3.3.4.3 Submittals. The words submit, submittal, submission, and words of like import shall be understood to include the meaning of the phrase "Submit to the Engineer for review" unless stated otherwise.

3.3.4.4 Perform. The word perform shall mean that the Contractor shall perform all operations required to complete the mentioned action or Work in accordance with the intent of the Contract Documents.

3.3.4.5 Provide. The word provide shall mean that the Contractor shall furnish and install the mentioned Work, complete in place, connected, and ready for use by the Owner in accordance with the intent of the Contract Documents.

3.3.4.6 Required. The word required and words of like import shall mean "as required to complete the Work" and "as required by the Owner" according to the context, unless stated otherwise.

3.4 Order of Precedence of Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Addenda
2. Change Orders
3. Permits from other agencies as may be required by law
4. Bid Proposal and Bid Documents
5. Contract Agreement
6. Technical Specifications
7. General Conditions
8. Contract Plans
9. WSDOT Standard Specifications as specifically referenced and as modified by the General and Special Conditions of the Contract
10. Standard Plans

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With reference to the Drawings the order of precedence is as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda/Change Order drawings govern over any other drawings
4. Drawings govern over standard drawings

3.5 Amending Contract Documents. The Contract Documents may be amended to provide for additions, deletions, and revisions to the Work or modify the terms and conditions thereof only by a written Change Order executed as required by Article 17 of the General Conditions and referenced provisions of the Standard Specifications.

3.6 Reuse of Documents. Neither the Contractor, nor any Subcontractor or Supplier, nor any other person or organization performing any of the Work under a contract with the Owner shall have or acquire any title to or ownership rights in any of the Drawings, Technical Specifications, or other documents used on the Work, and they shall not reuse any of them on the extensions of the Project or any other project without written consent of the Owner.

ARTICLE 4 - TIME, DELAYS, AND LIQUIDATED DAMAGES

4.1 Time Limits. All time limits stated in the Contract Documents are of the essence of the Contract Agreement.

4.2 Time Of Performance. WSDOT Standard Specification Sections 1-08.1 through 1-08.10, are incorporated by reference subject to the provisions of these General Conditions. Unworkable days and official holidays as determined under the provisions of Std. Spec. 1-08.5 shall be excluded from the number of working days allowed to achieve physical completion of the Work.

4.3 Extensions Of Contract Time. Extensions of Contract Time shall be made in accord with the requirements of WSDOT Standard Specification 1-08.6 and 1-08.8 the terms of which are incorporated by reference as if fully restated herein. The determination of entitlement and amount of any equitable adjustment of the Contract Time or Contract Price is to be allowed shall be made in accord with the requirements of Paragraph 17 of these General Conditions.

4.4 Liquidated Damages. WSDOT Standard Specification Section 1-08.5 is incorporated by reference as if fully restated herein and as modified by these general conditions. The amount of daily liquidated damages shall be \$500.00 per working day rather than the formula provided under Std. Spec. 1-08.9.

ARTICLE 5 - LANDS AND RIGHTS-OF-WAY

5.1 Availability of Land. The Owner will furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto,

and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the Owner, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the Contractor shall not enter upon nor use any property not under the control of the Owner until a written temporary construction easement agreement has been executed by the Contractor and the property owner, and a copy of said easement furnished to the Engineer prior to said use; and, neither the Owner nor the Engineer will be liable for any claims or damages resulting from the Contractor's trespass on or use of any such properties. The Contractor shall provide the Owner with a signed release from the property owner confirming that the lands have been satisfactorily restored upon completion of the Work.

5.2 Reports of Physical Conditions. Neither the Owner nor Engineer makes any representation as to the completeness or general applicability of the subsurface conditions or indicated conditions in available reports. The Contractor may review the technical data contained in such reports and drawings, but the Owner disclaims any liability for the accuracy of completeness of such reports.

5.3 Physical Conditions – Underground Utilities

5.3.1 Indicated: The information and data indicated in the Contract Documents with respect to existing underground Utilities at or contiguous to the Site are based on information and data furnished to the Owner or the Engineer by the owners of such underground Utilities or by others. Unless it is expressly provided otherwise in the Contract Documents, the Owner and the Engineer will not be responsible for the accuracy or completeness of any such information or data, and the Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all underground Utilities indicated in the Contract Documents, for coordination of the Work with the owners of such underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which are deemed to have been included in the Contract Price.

5.3.2 Not Indicated: If an underground Utility is uncovered or revealed at or contiguous to the Site which was not indicated in the Contract Documents and which the Contractor could not reasonably have been expected to be aware of, the Contractor shall identify the owner of such underground Utility and give written notice thereof to that owner and shall notify the Engineer in accord with Paragraph 5.4 herein.

5.4 Differing Site Conditions: The provisions of WSDOT Standard Specification 1-04.7 Differing Site Conditions (Changed Conditions) are incorporated by reference as if fully restated herein. Failure to follow the notice, protest and claim provisions of WSDOT Standard Specification 1-04.4, 1-04.5, 1-04.7, 1-08.6, 1-08.8, and 1-09.11 will result in a waiver of any claims for additional compensation or additional time related to differing site conditions. All decisions and determinations by the Engineer concerning differing site conditions are final and

binding unless timely protested in accord with WSDOT Standard Specification 1-04.5 and related provisions.

5.5 Hazardous Material

5.5.1 Reference is made to the Information Available to Bidders for identification of those reports and drawings relating to Asbestos, Hazardous Waste, PCBs, Petroleum and/or Radioactive Material identified at the Site that have been utilized by the Engineer in the preparation of the Contract Documents, if applicable.

5.5.2 Owner shall be responsible for any Asbestos, Hazardous Waste, PCBs, Petroleum, or Radioactive Material uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the Site. Owner will not be responsible for any such material brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

5.5.2.1 Upon discovery of any Asbestos, Hazardous Waste, PCBs, Petroleum, or Radioactive Material, the Contractor shall immediately stop all work in any area affected thereby (except in an emergency) and notify Owner and Engineer (and thereafter confirm such notice in writing). Contractor shall not be required to resume any work in any such affected area until after Owner has obtained any required permits related thereto and delivered to Contractor special written notice. Such written notice will specify that such condition and any affected area is or has been rendered safe for the resumption of the work or specify any special conditions under which the work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of adjustment, if any, in Contract Price or Contract Times as a result of such work stoppage or such special conditions under which work is agreed by Contractor to be resumed, either party may make a claim therefore as provided in Articles 4 and 17.

5.5.2.2 If, after receipt of such special written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under special conditions, then Owner may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work then either party may make a claim therefore as provided in Articles 4 and 17. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 10.

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5.5.3 The provisions of Paragraphs 5.2, 5.3, and 5.4 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the Site.

5.6 Reference Points

5.6.1 The Owner will provide one bench mark, near or on the Site of the Work, and will provide two points near or on the Site to establish a base line for use by the Contractor for alignment control. The Contractor shall furnish all other lines, grades, and benchmarks required for proper execution of the Work.

5.6.2 The Contractor shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by any party, the Contractor shall be responsible for the accurate replacement of such reference points by personnel qualified under the applicable state codes governing land surveyors.

ARTICLE 6 – INSURANCE AND BONDS

6.1 Insurance.

6.1.2 Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor’s work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

6.1.3 No Limitation

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 Public Entity’s recourse to any remedy available at law or in equity.

6.1.4 Minimum Scope of Insurance

The Contractor’s required insurance shall be of the types and coverage as stated below:

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.
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, stop gap liability, independent contractors, products-completed operations for a period of three years

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following substantial completion of the work for the benefit of the Public Entity, 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 Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity 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.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

6.1.5 Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.

6.1.6 Public Entity Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity 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 Public Entity evidences limits of liability lower than those maintained by the Contractor.

6.1.7 Other Insurance Provision

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 Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

6.1.8 Contractor's Insurance for Other Losses

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.

6.1.9 Waiver of Subrogation

The Contractor and the Public Entity 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.

6.1.10 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

6.1.11 Verification of Coverage

The Contractor shall furnish the Public Entity 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 Public Entity 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 Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

6.1.12 Subcontractors

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 Public Entity is an additional insured on each 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.

6.1.13 Notice of Cancellation

The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

6.1.14 Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

6.1.15 Indemnification / Hold Harmless

The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

However, should a court of competent jurisdiction determine that this Agreement 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 Public Entity, its officers, officials, employees, and volunteers, 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 the 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. The provisions of this section shall survive the expiration or termination of this Agreement.

6.2 Bonds. The Contractor shall furnish Performance and Payment Bond(s) for the faithful performance and payment of all obligations and duties under the Contract Documents. Each bond shall be in penal sums at least equal to the contract price unless otherwise stated, in such form, and with such sureties as are acceptable to the Owner. Sureties, to be acceptable to the Owner, shall be legally authorized to do business in the State and jurisdiction where the Work is to be constructed. The Performance Bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship, and payment of damages sustained by the Owner on account of such defects including but not limited to those defects discovered within two (2) years after final acceptance by the Owner. The two (2) year warranty call-back provision is in addition to (and not a limitation upon) all other duties and obligations under the Contract Documents including the requirement that all Work shall be in accord with the Contract Documents.

Attorneys-in-fact, who sign Bid Bonds or Contract Bonds, must file with each Bond a certified and effectively dated copy of their Power of Attorney.

The surety company shall familiarize themselves with all of the conditions and provisions of this Contract, and they waive the right of special notification of any change or modification of this Contract or of extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by the Owner or their authorized agents under the terms of

this Contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligations under this Contract.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.1 Supervision and Superintendence

- 7.1.1** The Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction and all safety precautions and programs incidental thereto. The Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- 7.1.2** The Contractor shall designate in writing and keep on the Site at all times during the performance of the Work a technically qualified, English fluent superintendent, who is an employee of the Contractor and who shall not be replaced without written notice to the Owner and the Engineer. The superintendent will be the Contractor's representative at the Site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.
- 7.1.3** The Contractor's superintendent shall be present at the Site at all times while work is in progress, and the superintendent or designee acceptable to the District shall be available by phone for emergencies 24 hours per day, 7 days per week. Failure to observe this requirement shall be considered suspension of the Work by the Contractor until such time as such superintendent is again present at the Site.
- 7.1.4** At all times, the Contractor shall keep at the work site a set of the plans, specifications, special provisions, and addenda. The Contractor shall devote the attention required to make reasonable progress on the work and shall cooperate fully with the Engineer and inspectors.

Either the Contractor in person or an authorized representative shall remain on site whenever the work is underway. Before the work begins, the Contractor shall name in writing an experienced superintendent who understands the contract and is able to supervise the work. This superintendent shall have full authority to represent and act for the Contractor. Any superintendent, who repeatedly fails to follow the Engineer's written or oral orders, directions, instructions, or determinations, shall be subject to removal from the project. Upon the written request of the Engineer, the Contractor shall immediately remove such superintendent and name a replacement in writing.

Competent supervisors experienced in the task being performed shall continuously oversee the contract work. At the Engineer's written request, the Contractor shall immediately remove and replace any incompetent, careless, or negligent employee. Noncompliance with the Engineer's request to remove and replace personnel at any level shall be grounds for terminating the contract under the terms of Article 22. The Contractor shall keep all machinery and equipment in good, workable condition. It shall be adequate for its purpose and used by competent operators.

7.2 Labor, Materials and Equipment

7.2.1 The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall furnish, erect, maintain, and remove the construction plant and any required temporary works. The Contractor shall at all times enforce strict discipline and good order among their employees and those of any Subcontractor or Sub-subcontractor, and shall not employ on the Work any unfit person or anyone not skilled and experienced in the assigned task. Any superintendent, foreman, laborer, or other person employed on the Work who fails or refuses to perform the Work in the manner required by the Contract Documents shall be discharged immediately and such person shall not again be employed on the Work. When required in writing by the Owner, the Contractor, Subcontractor, or Sub-subcontractor shall discharge any person who is, in the opinion of the Owner, incompetent, unfaithful, disorderly, or otherwise unsatisfactory. Such discharge shall not be the basis of any claim for compensation or damages against the Owner or the Engineer.

The Contractor shall at all times maintain good discipline and order at the Site. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all work at the Site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday, or any federally observed holiday without the Owner's written consent. The Contractor shall apply for this consent through the Engineer in writing a minimum of 24 hours in advance.

7.2.2 Except as otherwise provided in this Paragraph, the Contractor shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week. Additional compensation will be paid to the Contractor for overtime work only in the event changed or additional work is ordered by the Engineer and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the Contractor for overtime work of a similar nature in the same locality.

7.2.3 All increased costs of inspection and testing performed during overtime work by the Contractor which is allowed solely for the convenience of the Contractor shall be borne by the Contractor. The Owner has the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the Contractor.

7.2.4 Unless otherwise specified in the Contract Documents, the Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, lubricants, power, light, heat, telephone, water, sanitary facilities, and all other facilities, consumables, and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.

7.2.5 All materials and equipment incorporated into the Work shall be of specified quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the Owner. If required by the Engineer, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to assign to the Owner, Engineer, or any of their consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work.

7.3 Materials and equipment not covered by detailed requirements in the Contract documents shall be of the best commercial quality, suitable for the purpose intended, and favorably reviewed by the Owner prior to use in the Work. Materials or equipment not conforming to the requirements of the Contract Documents shall be rejected and immediately removed from the site of the Work. All Work shall be done and completed in a thoroughly workmanlike manner, notwithstanding any omission from the Specifications or the Drawings. It shall be the duty of the Contractor to call the Engineer's attention any apparent errors or omissions in the Contract Documents and request instructions before proceeding with the Work. The Engineer may, by appropriate instructions, correct errors and supply omitted information, which instructions shall be as binding upon the Contractor as though contained in the original Specifications or Drawings.

7.3.1 Plurality of Terms. Where materials or equipment are referred to in the singular number, it is intended, unless otherwise limited, that such references shall be applied to as much material or equipment as is required to complete the Work.

7.3.2 Optional Materials. Where any material or equipment item is specified by two or more manufacturers' names or proprietary identifications, the Contractor may provide any one of the materials or equipment so specified that complies with the Specification requirements. Only one brand, kind, or make of material or equipment shall be used for each specific purpose throughout the Work notwithstanding that similar material or equipment of two or more manufacturers may be specified for the same purpose.

The methods and appliances adopted by the Contractor shall be such as will, in the opinion of the Engineer, secure a satisfactory quality of Work and will enable the Contractor to complete the Work in the time agreed upon. If at any time the methods and appliances appear inadequate, the Engineer may order the Contractor to improve

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their character or efficiency, and the Contractor shall conform to such order. Failure to order such improvement of methods or efficiency will not relieve the Contractor from their obligation to perform satisfactory work and to finish it in the time agreed upon.

- 7.4 Schedule.** The Contractor shall comply with the Schedule requirements of the Contract Documents.
- 7.5 Substitutes or “or Equal” Items.** The Contractor shall submit proposed substitutes or "or equal" items in accordance with the provisions of the Contract Documents.
- 7.6 Concerning Subcontractors, Suppliers and Others.** The Contractor shall be responsible to the Owner and the Engineer for the acts and omissions of its Subcontractors, Suppliers, and their employees to the same extent as Contractor is responsible for the acts and omissions of its own employees. Nothing contained in this Paragraph shall create any contractual relationship between any Subcontractor and the Owner or the Engineer nor relieve the Contractor of any liability or obligation under the Contract Documents. The Contractor shall include these General Conditions as a part of all its subcontract and supply agreements.
- 7.7 Permits.** Unless otherwise stated in the Bidding Documents, the Contractor shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements shall not be made the basis for claims for additional compensation by Contractor. When necessary, the Owner will assist the Contractor, in obtaining such permits and licenses. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids.
- 7.8 Patent Fees and Royalties.** The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the Owner or the Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by the Owner in the Contract Documents. The Contractor's indemnification obligation under this Paragraph. for all claims and liabilities arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents shall be in accordance with the indemnification provisions contained these General Conditions.
- 7.9 Laws and Regulations.** The Contractor shall observe and comply with all Laws and Regulations which in any manner affect those engaged or employed on the Work, the materials used in the Work, or the conduct of the Work. If any discrepancy or inconsistency should be discovered between the Contract Documents and any such Laws or Regulations, the Contractor shall report the same in writing to the Engineer. Any particular Law or Regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the Contractor to comply with all other provisions of federal, state, and local laws and regulations. The Contractor's

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indemnification obligations for all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by Contractor or by its employees, Subcontractors or Suppliers shall be in accordance with the indemnification provisions of these General Conditions.

7.10 Taxes. The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Contractor in accordance with the laws and regulations of the place of the Project which are applicable during the performance of the Work.

7.11 Use of Premises. The Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site, the land and areas identified in and permitted by the Contract Documents, and the other land and areas permitted by Laws and Regulations, rights-of-way, permits, and easements. The Contractor shall assume full liability and responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the Owner or the Engineer by any such owner or occupant because of the performance of the Work, the Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation at the Contractor's sole liability expense. The Contractor's indemnification obligations for all claims and liability, arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such owner or occupant against the Owner, the Engineer, their consultants, subconsultants, and the officers, directors, employees and agents of each and any of them to the extent caused by or based upon the Contractor's performance of the Work shall be in accordance with the indemnification provisions of these General Conditions.

7.12 Safety and Protection.

7.12.1 The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

7.12.1.1 All persons at the Site and other persons and organizations who may be affected thereby;

7.12.1.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

7.12.1.3 Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the performance of the Work.

7.12.2 The Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property or to the protection of persons or property from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them, and shall cooperate with them in the

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protection, removal, relocation, and replacement of their property. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

- 7.12.3** The Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- 7.12.4** Materials that contain hazardous substances or mixtures may be required on the Work. A Material Safety Data Sheet shall be made available at the Site by the Contractor for every hazardous product used.
- 7.12.5** Material usage shall strictly conform to OSHA safety requirements and all manufacturer's warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.
- 7.12.6** The Contractor shall be responsible for the exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- 7.12.7** The Contractor shall notify the Engineer if it considers a specified product or its intended use to be unsafe. This notification must be given to the Engineer prior to the product being ordered, or if provided by some other party, prior to the product being incorporated in the Work.

7.13 Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Owner or Engineer, is obligated to immediately act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order will be issued to document the consequences of such action.

7.14 Submittals

- 7.14.1** After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the Contractor shall submit to the Engineer for review all Shop Drawings in accordance with the Contract Documents.
- 7.14.2** The Contractor shall also submit to the Engineer for review all Samples in accordance with the Contract Documents.

7.14.3 Before submittal of each Shop Drawing or Sample, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

7.15 Continuing the Work. The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the Owner may otherwise agree in writing.

7.16 Contractor's General Warranty and Guarantee

7.16.1 Contractor warrants and guarantees to Owner, Engineer and Engineer's consultants that all Work will be in accordance with the Contract Documents and will not be defective. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

7.16.1.1 Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, or Suppliers, or any other individual or entity for whom Contractor is responsible;

7.16.1.2 Normal wear and tear under normal usage.

7.16.2 Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

7.16.2.1 Observations by Engineer;

7.16.2.2 Recommendation by Engineer or payment by Owner of any progress or final payment;

7.16.2.3 The issuance of a Certificate of Completion by the Owner;

7.16.2.4 Use or occupancy of the Work or any part thereof by the Owner;

7.16.2.5 Any acceptance by Owner or any failure to do so;

7.16.2.6 Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice or acceptability by Engineer;

7.16.2.7 Any inspection, test, or approval by others; or

7.16.2.8 Any correction of Defective Work by Owner.

7.17 Contractor's Daily Reports. The Contractor shall complete a daily report indicating location worked, total manpower for each construction trade, major equipment on Site, each Subcontractor's manpower and equipment, weather conditions, and other related information involved in the performance of the Work. The Contractor shall provide copies of its Daily Reports to the Engineer on a regular basis during the duration of the Work. The Daily Reports shall not be deemed to meet the Contract's claim notice provisions or to be otherwise actual or constructive notice of claims or protests as required under Article 17 herein.

ARTICLE 8 -- OWNER'S RESPONSIBILITIES

8.1 Communication. Except as may be otherwise provided in these General Conditions, the Owner will issue all its communications to the Contractor through the Engineer.

8.2 Payments. WSDOT Standard Specification 1-09.9 is incorporated by reference as if fully restated herein. No Disputes Review Board will be utilized for this project.

8.3 Lands, Easements, and Surveys. The Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 5.1 and 5.6.

8.4 Reports and Drawings. The Owner will identify and make available to the Contractor copies of reports of physical conditions at the Site and drawings of existing structures which have been utilized in preparing the Contract Documents.

8.5 Change Orders. The Owner will execute Change Orders as indicated in Article 17.

8.6 Inspections and Tests. The Owner's responsibility for inspections and tests is set forth in Article 18.

8.7 Suspension of Work. The Owner's right to stop work or suspend work is set forth in Articles 22 and 23.

8.8 Termination of Agreement. The Owner's right to terminate services of the Contractor is set forth in Article 22.

8.9 Limitation on Owner's Responsibilities. The Owner and the Engineer shall not supervise, direct or have control or authority over, nor be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

8.10 Undisclosed Hazardous Environmental Conditions. Owner's responsibility in respect to an undisclosed hazardous environmental condition is set forth in Paragraph 5.5.

ARTICLE 9 - CONSTRUCTION PROCEDURES AND PROTECTION

- 9.1 Contractor's Plant and Equipment.** The Contractor shall furnish modern plant and equipment as necessary to perform the Work in a manner satisfactory to the Owner and in accordance with the Contract Documents, of types and design that comply with the requirements of Article 14, and with the requirements prescribed by laws, ordinances, codes, rules, regulations, and orders pertaining to wind and seismic forces at the place of the Project. Construction equipment or machinery that at any time produces unsatisfactory results shall be promptly repaired or replaced by the Contractor and as the Owner may require.
- 9.2 Use of Site.** The Contractor shall confine its equipment, the storage of materials and equipment, and the operations of those directly and indirectly employed by the Contractor to areas permitted by law, ordinances, permits, and the Contract Documents, and shall not unreasonably encumber the site with materials and equipment. Nothing in the Contract Documents shall grant to the Contractor exclusive occupancy of the site of the Work and Project.
- 9.3 Overloading.** No part of the Work or new and existing structures, scaffolding, shoring, sheeting, construction machinery and equipment, or other permanent and temporary facilities shall be loaded with weights or subjected to stresses or pressures that endanger any of them. The Contractor shall bear the cost of correcting damage caused by overloading or excessive stresses or pressures.
- 9.4 Use of Explosives.** The Contractor shall comply with all laws, ordinances, regulations, codes, and orders governing the transportation, storage, and use of explosives, shall exercise extreme care not to endanger life or property, and shall be responsible for all injury or damage resulting from the use of explosives for or on the Work. No blasting shall be done in the vicinity of existing structures above or below the ground without prior written consent of the Owner thereof. Contractor shall be solely responsible for any damages caused by their blasting operations.
- 9.5 Cutting and Patching.** The Contractor shall perform all cutting, fitting, or patching of the Work that may be required to make its several parts fit together properly and satisfactorily, and shall not endanger any Work, structures, adjacent property, workmen, or the public by cutting, excavating, or otherwise altering the Work or any part of it. The Contractor shall restore all such cut or patched Work to a condition equal to what existed prior to the Contractor's arrival on the Site.
- 9.6 Verification of Installed Work.** The Contractor shall correct all defects in installed Work before subsequent related or connected Work is applied or installed.
- 9.7 Manufacturers' Instructions.** Unless otherwise provided in the Contract Documents, the Contractor shall apply, install, erect, connect, use, clean, condition, and operate manufactured articles, materials, and equipment in accordance with the various manufacturers' instructions. The Contractor shall compare the requirements of the various manufacturers' instructions with

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the requirements of the Contract Documents, shall promptly notify the Owner in writing of any difference between such requirements, and shall not proceed with any of the Work affected by such differences until an interpretation or clarification is issued. The Contractor shall bear all costs for any error in the Work resulting from their failure to so compare the various requirements and notify the Owner of any such differences.

9.8 Public Convenience. The Contractor shall at all times so conduct their operations as to ensure the least possible obstruction and inconvenience to traffic and the general public and the residents in the vicinity of the Work, to protect persons and property, and to preserve access to driveways, houses, and buildings. The Contractor shall have under construction no greater amount of work than they can properly perform with due regard to the rights of the public, and shall not create any public nuisance. No road, street, or highway shall be closed to the public except with the permission of the proper authorities. Where existing streets are not available as detours, the Contractor shall permit traffic to safely pass through the Work with as little delay and inconvenience as possible, unless otherwise authorized by the Owner. When a section of new surfacing, paving, or a traffic structure intended for public use has been completed, it shall be opened for use at the request of the Owner. The Contractor shall furnish competent flaggers whose sole duty shall be the directing of traffic through or around the Work when necessary for protection of the public, required by public authorities having jurisdiction, or required by law. At no time shall the Contractor prevent free access to fire hydrants, water and gas main valves, manholes or vaults, or other utility facilities. The Contractor shall make temporary provisions to ensure the use of walkways and sidewalks and the proper functioning of gutters, sewer and storm drain inlets, and ditches, which shall not be obstructed.

9.9 Protection of Work. The Contractor shall be responsible for the care of all Work until its completion and final acceptance. The Contractor shall, at its own expense, replace damaged or lost material and repair damaged parts of the Work, or the same may be done at the Contractor's expense by the Owner and the Contractor and their sureties shall be liable therefore. The Contractor shall make their own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the Work. The Contractor shall take all risks from floods and casualties and shall make no charge for the restoration of such portions of the Work as may be destroyed or damaged by flood or other casualties or because of danger from flood or other casualties, or for delays from such causes. The Contractor may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions specified herein. The Contractor shall remove from the vicinity of the completed Work all plant, buildings, rubbish, unused material, concrete forms, sheeting or equipment belonging to them or used under their direction during construction; and in the event of their failure to do so, the same may be removed by the Owner at the expense of the Contractor, and the Contractor and their sureties shall be liable therefore.

9.9.1 Utilities and Substructures. The indication of the type and approximate location of existing utilities and substructures in the Contract Documents represents a search of known records, but the accuracy and completeness of such indications are not warranted by the Owner or the Design Engineer and utility structures and services not so indicated may exist. Before commencing any excavations, the Contractor shall

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investigate, determine the actual locations, and protect the indicated utilities and structures, shall determine the existence, position, and ownership of other utilities and substructures in the Site or where the Work is to be performed by communication with such owners, search of records, or otherwise, and shall protect all such utilities and substructures.

9.9.2 Maintenance of Facilities. Unless otherwise provided in the Contract Documents or unless otherwise cared for by the Owner thereof, all water, gas, oil, or irrigation lines, all lighting, power, communication or telephone conduits, all sewer and drainage lines and house connection lines, sprinkler systems, and other subsurface structures of any nature along the Work shall be maintained by the Contractor at their expense, and shall not be disturbed, disconnected, or damaged by the Contractor during the progress of the Work. The Contractor shall install temporary pipes of adequate size to carry off sewage from any sewer facilities cut off by construction operations. Installation of temporary pipes shall be made immediately upon cutting of the existing facility, and no sewage shall be allowed to flow from any severed facility upon the ground surface or in the trench excavation. Pipe used in temporary sewers may be clay, metal, concrete, or composition. Before completion of Work, the Contractor shall replace all severed connections and restore to operating order the existing sanitary facilities with matching materials and construction.

9.9.3 Restoration and Repair. Except for those improvements and facilities required to be permanently removed by the Contract Documents, the Contractor shall make satisfactory and acceptable arrangements with the appropriate owners and, at the Contractor's own expense, shall repair and restore all improvements, structures, property, utilities, and facilities disturbed, disconnected, or damaged as a result or consequence of the Contractor's Work or the operations of those for whom the Contractor is responsible or liable, including that caused by trespass by anyone with or without the Contractor's knowledge or consent, or by the transporting of workmen, materials, or equipment to or from the Site.

ARTICLE 10 -- OTHER WORK

10.1 Related Work at Site

10.1.1 The Owner may perform other work related to the Project at the Site by the Owner's own forces, have other work performed by utility owners, or let other direct contracts for such other work. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the Contractor prior to starting any such other work.

10.1.2 The Contractor shall afford each person who is performing the other work (including the Owner's employees) proper and safe access to the Site and a reasonable opportunity

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for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs.

10.1.3 If the proper execution or results of any part of the Contractor's work depends upon such other work by another, the Contractor shall inspect and report to the Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results. The Contractor's failure to report such delays, defects, or deficiencies will constitute an acceptance of the other work as fit and proper for integration with the Contractor's work except for latent or non-apparent defects and deficiencies in the other work.

10.2 Coordination. If the Owner contracts with others for the performance of other work at the Site, Owner will have sole authority and responsibility in respect of such coordination.

ARTICLE 11 - LAWS AND REGULATIONS

11.1 Governing Law. The Contract Documents shall be governed by the laws of the State of Washington. All claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided in Snohomish County Superior Court.

11.2 Compliance. The Contractor shall inform themselves of all laws, ordinances, codes, rules, and regulations in any manner affecting those employed on the Work, or the materials used in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the Work. The Contractor shall at all times, give all notices and observe and comply with, and shall require all their agents, employees, Subcontractors, and Sub-subcontractors to observe and comply with all such applicable laws, ordinances, rules, regulations, orders, and decrees in effect or which may become effective before completion and acceptance of the Work; and shall protect and indemnify the Owner, the Engineer, and the Design Engineer against any claim of liability arising from or based upon the violation of any such law, ordinance, code, rule, regulation, order, or decree, whether by the Contractor, their employees, or their Subcontractors or Sub-subcontractors, or any other person or organization employed for or upon the Work. If the Contractor observes that any requirement of the Contract Documents is at variance with such laws, ordinances, codes, rules, regulations, orders, or decrees, the Contractor shall promptly notify the Owner in writing and shall not proceed with any Work affected by such variance without the Owner's written instructions or the issuance of appropriate clarification.

11.3 Permits, Fees, and Taxes. Unless otherwise provide in the Bidding Documents the Contractor shall comply with all requirements of the District, County, State and Federal Government on notifications, protective signs, and other construction conditions. Unless otherwise specifically provided in the Contract Documents, any permits, bonds, and fees required for the performance of Work under this Contract shall be obtained and paid for by the Contractor. Said fees shall be understood to be included in the Contractor's bid price. The Contractor shall pay consumer,

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use, and other taxes required by law including all taxes properly assessed against their equipment or property used in connection with the Work.

11.4 Provisions of Law Deemed Inserted. Each and every provision of law required by law to be inserted in the Contract Documents shall be deemed to be inserted and the Contract Documents shall be read and enforced as though it were included.

11.5 RCW Title 49 – Labor Regulations.

11.5.1 Labor. The Contractor shall at all times employ workmen who are skilled in their respective lines. The Contractor is restricted in their selection of labor and payment therefore by certain legal requirements which must be observed for compliance with the public policy enunciated in RCW 49.28. This refers to the eight hour day, payment for overtime, cancellation of contract for violations, and penalties for violations of provisions therein. The Contractor should be thoroughly familiar with all provisions of this and other statutes that are subsequently noted herein before commencing work on this contract.

11.5.2 Industrial Safety and Health. The Contractor shall at all times comply with the provisions of Chapter 49.17 "WASHINGTON SAFETY AND HEALTH ACT".

11.5.2.1 Accident Prevention. Precaution shall be exercised at all times by the Contractor for the protection of persons, employees and property. The safety provisions of applicable laws and local building and construction codes shall be observed. The operations of the Contractor for the protection of persons, and for guarding against hazards of machinery and equipment, shall meet the requirements of State law and all safety regulations as set out in "Safety Standards for Construction" and "General Safety Standards". These publications may be obtained from the Department of Labor and Industries, Olympia, Washington.

11.5.2.2. Protection of Workmen and Property. The Contractor shall erect and maintain good and sufficient guards, barricades and signals at all unsafe places at or near the work, and shall in all cases maintain safe passageways at all road crossings, crosswalks, street intersections, and shall do all other things necessary to prevent accident or loss of any kind.

11.6 RCW Title 39 - PUBLIC CONTRACTS AND INDEBTEDNESS. The prevailing rate of wage to be paid to all workmen, laborers, or mechanics employed in the performance of this Contract shall comply with the provision of Chapter 39.12 "PREVAILING WAGES ON PUBLIC CONTRACTS", as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Contract as though fully set forth herein.

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The Contractor on or before the date of commencement of work shall file a statement under oath with the Owner and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen, or mechanics employed upon the work by the Contractor or Subcontractor which shall be not less than the prevailing rate of wage. Such statement and any subsequent statements shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries. The Contractor and all subcontractors shall pay all required fees to the Department of Labor and Industries.

- 11.7 Washington State and Local Sales Taxes.** Pursuant to the existing laws of the State of Washington, the Contractor shall pay sales taxes on this project. The sales tax amount will be computed at the prevailing rate each month as a percentage of the amount earned each month by the Contractor. The Owner will include this sales tax amount in the progress payment to the Contractor. No retained percentage deduction will be applied to the sales tax amount. The Contractor will then forward this sales tax amount to the Washington State Department of Revenue.
- 11.8 Precedence of Laws.** Federal Statutes shall supersede State and Local Laws and regulations. Where Federal regulations differ from other requirements cited herein, the more restrictive shall apply.

ARTICLE 12 – SUBCONTRACTORS

- 12.1 Responsibility for Subcontractors.** The Contractor shall be fully responsible for all acts and omissions of their Subcontractors, Sub-subcontractors and of persons directly or indirectly employed by them. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor, Sub-subcontractor, or any person directly or indirectly employed by them, and the Owner and the Engineer.
- 12.2 Sub-contractual Relations.** All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and Subcontractor (and where appropriate, between Subcontractor and Sub-subcontractor) which shall contain provisions that: (a) protect and preserve the rights of the Owner, the Engineer, and the Design Engineer with respect to the Work to be performed under the subcontract so the subcontracting thereof will not prejudice such rights; (b) require that such Work be performed in accordance with the requirements of the Contract Documents; (c) require under each subcontract to which the Contractor is a party, the submission to the Contractor of applications for payment and claims for additional costs, extension of time, damages for delay or otherwise with respect to the subcontracted portions of the Work (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time that the Contractor may apply for payment in accordance with Article 21 and comply in accordance with the Contract Documents for like claims by the Contractor upon the Owner; (d) waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance except

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such rights as they may have to the proceeds of such insurance held by the Owner as trustee; and (e) obligate each subcontractor specifically to consent to the provisions of this paragraph.

- 12.3 Extent of Subcontracting.** It is the Owner's intent that the Work shall be performed and constructed by a Contractor who is staffed and equipped to construct the major portion of the Work with their own directly employed personnel and with the minimum feasible subcontracting. Subcontracting may be permitted by the Owner to such an extent as is shown to be necessary or advantageous to the Contractor without injury to the intent and interests of the Owner. In general, it is the Owner's intent that subcontracting shall be limited to the percentage of the Contract stated in the INSTRUCTIONS TO BIDDERS. Any Bid proposing subcontracting in excess of this limit is subject to rejection at the discretion of the Owner.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

- 13.1 Successors and Assigns.** The Owner and the Contractor each binds themselves, their partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract Agreement shall assign the Contract Agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to themselves hereunder without the previous written consent of the Owner.
- 13.2 Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered to the Contractor's representative in person, or sent by registered or certified mail to the last business address known to the entity who gives the notice. The address given in the Contractor's Bid on which the Contract Agreement is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered, except that said address may be changed by the Contractor by notifying the Owner in writing. This shall not preclude the service of any notice, letter or other communication upon the Contractor personally.
- 13.3 Payment for Patents and Patent Infringement.** All fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with the performance of the Work or any part thereof shall be included in the price bid for doing the Work, and the Contractor and the Contractor's sureties shall protect and hold the Owner, the Engineer, and the Design Engineer, together with all their officers, partners, employees, and agents, harmless against liability of any nature or kind for any and all costs, legal expenses, and damages made for such fees or claims and against any and all suits and claims brought or made by the holder of any invention or patent, or growing out of any use or alleged infringement of any invention or patent, or on account of any patented or unpatented invention, process, article, or appliance manufactured for or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract. Before final payment is made on the Contract, the Contractor shall furnish an affidavit to the Owner regarding patent rights for the project. The affidavit shall state that all fees and payment due

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as a result of the Work incorporated into the project or methods utilized during construction have been paid in full. The Contractor shall certify in the affidavit that no other fees or claims exist for Work on this Project.

- 13.4 Work in Jurisdiction of Others.** Where any of the Work is adjacent to or crosses highways, railroads, streets, utilities, property, rights-of-way, or easements under the jurisdiction of Federal, State, County, District or other public agency, public utility, or private entity, the Contractor shall secure written permission from the proper authority and furnish bonds and insurance and pay all fees and charges as the proper authority may require for permission before executing such Work. A copy of each written permission shall be filed with the Owner before such Work is begun. The Contractor shall repair or replace all existing construction damaged in the execution of the Work to the satisfaction of the proper authority, and shall furnish to the Owner a release from the proper authority prior to final inspection of the Work.
- 13.5 Use of Completed Portions.** The Owner shall have the right, upon written notice to the Contractor, to take possession or occupancy of and use any completed or partially completed portions of the Work, notwithstanding that the time for completing the entire Work or such portions may not have expired. Taking possession or occupancy shall not be deemed a waiver of any requirement of the Contract Documents or a waiver or acceptance of any Work not completed in accordance with the Contract Documents. The details of such beneficial occupancy shall be negotiated with the Contractor.
- 13.6 Cleaning Up.** The Contractor shall at all times during the Work keep the Site and premises, adjoining property, and public property free from accumulations of waste materials, rubbish, and other debris resulting from the Work and at the completion of the Work shall remove all waste materials, rubbish and debris from and about the Site and premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the Site and premises clean and ready for occupancy by the Owner. The Contractor shall restore to their original condition those portions of the Site not designated for alteration by the Contract Documents.
- 13.7 Owner's Right to Clean Up.** If the Contractor fails to satisfactorily clean up or if a dispute arises between the Contractor and any separate contractor as to their responsibility for cleaning up, the Owner may clean up and charge the cost thereof to the Contractor for their failure to clean up.
- 13.8 No Personal Liability.** Neither the Owner, the Design Engineer, the Engineer, or their consultants, nor any other officer, partner, employee, or authorized assistant or agent shall be personally responsible for any liability arising under the Contract, except such obligations as are specifically set forth herein.
- 13.9 Bid Claim Restrictions.** The Contractor, by submission of their Bid, acknowledges that they have familiarized themselves with the Drawings and Specifications and has found them fit and sufficient for the purpose of preparing its Bid. The Contractor hereby agrees that no claim will be made against the Owner, Design Engineer or Design Engineer's consultants for any damages in excess of five percent (5%) of the construction costs that the Contractor or their

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Subcontractors may have suffered due to the inadequacy of the Contractor's Bid on account of any alleged errors, omissions or other deficiencies in the Drawings and Specifications supplied to the Contractor by the Owner. This limitation does not apply to compensation for extra Work authorized by the Owner as provided for herein or for unusual materially different site conditions revealed during the progress of the Work. The bidder in no way assumes liability for damages to others for the professional negligence, errors or omissions of the Design Engineer.

- 13.10 No Third Party Rights.** This agreement is made entirely for the benefit of the Owner and the Contractor and no third person or party shall have any rights hereunder whether by agency, as a third-party beneficiary or otherwise.

ARTICLE 14 - SAFETY PRECAUTIONS AND EMERGENCIES

- 14.1 Contractor's Responsibility for Safety.** In accordance with generally accepted construction practices and State Law, the Contractor shall be solely and completely responsible for safety conditions on the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.

The services of the Owner's or Engineer'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 or scaffolding, or safety measures in, on, or near the construction site.

The Contractor is hereby informed that work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary or required by law to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

All work and materials shall be in strict accordance with all applicable State, District, County, and Federal laws, regulations, ordinances, orders and codes. Attention is drawn to the requirements of WISHA. The Contractor shall be solely responsible for compliance with all District, County, State and Federal laws, regulations, ordinances, orders and codes and for any damages caused by their operations.

The Contractor shall obtain all permits not obtained by the Owner for all work subject to the requirements thereof. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by themselves or their Subcontractors.

Notwithstanding any classifications relative to the Tunnel Safety Orders, work within confined spaces on this project is subject to the definitions and applicable provisions of the Washington Administrative Code.

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The Contractor shall perform their work so as not to expose personnel to or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals, or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction.

Nothing in these Specifications is to be construed to permit work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor tight or explosion-proof electrical installation is required by code, this shall be provided.

At the Contractor's expense, the Contractor shall provide first-aid cabinets stocked with proper dressings, antiseptics and medical equipment near all points where workers are at work and shall promptly furnish proper first aid to sick or injured persons on the premises.

- 14.2 Owner Safe Access.** The Contractor shall provide safe access for the Owner and their inspectors to adequately inspect the quality of work and the conformance with project Specifications. The Contractor shall provide adequate lighting, ventilation, ladders and other protective facilities as may be necessary for the safe performance of inspections.

On request by the Owner, or representative of the Owner, the Contractor shall provide special assistance for testing, inspection, or observation of work within a tunnel. The Contractor shall provide logging of all persons into and out of tunnels, and assure that no persons are within the tunnel during any blasting operations. The Contractor shall also provide necessary ventilation and pre-entry air quality monitoring by a certified air tester. The Contractor shall also provide each person entering the tunnel with an approved hand light.

The Contractor shall provide the services of a certified gas tester for tunnel air as necessary for safe access to tunnels.

ARTICLE 15 - SEPARATE CONTRACTS

- 15.1 Award of Separate Contracts.** The Owner reserves the right to award other contracts in connection with the Project. When separate contracts are awarded for different portions of the Project, "the Contractor" in the Contract Documents in each case shall be the Contractor who signs each separate contract. The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project.
- 15.2 Cooperation of Separate Contractors.** Each Contractor shall cooperate with other separate contractors with regard to storage of materials and execution of their work, and shall coordinate with them with respect to scheduling work and sequence of operations, all subject to the approval of the Engineer.

ARTICLE 16 - OWNER'S AND ENGINEER'S STATUS DURING CONSTRUCTION

- 16.1 Authority of the Engineer.** The Engineer and the designated representatives of the Engineer are the representatives of the Owner and shall have the authority to enforce compliance with the Contract Documents. On all questions relating to quantities, the acceptability of materials, equipment, or Work, the adequacy of the performance of the Work, and the interpretation of the Drawings and Specifications, the decisions of the Engineer are final. The terms and conditions of WSDOT Standard Specification 1-05.1 through 1-05.15 are incorporated by reference as if fully restated herein subject to the modifications and terms of the Contract Documents. Any order, determination, oral or written decision, interpretation, or other decision by the Engineer is accepted by the Contractor as final and binding unless it is protested as provided under Paragraph 17 of these General Conditions.
- 16.2 Engineer's Observation of the Work.** The Engineer will make periodic observations of the progress and quality of the executed Work and will determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer will not be required to make exhaustive or continuous observations to check the quality or quantity of the Work. Neither observations by the Engineer nor inspections, tests, or approvals by other persons relieve the Contractor from their obligations to perform and construct the Work in accordance with the requirements of the Contract Documents.
- 16.3 Limitations on Responsibility.** The Owner and the Engineer will not be responsible for construction means, methods, techniques, procedures, sequences, or the safety precautions and programs incident thereto, or for the acts or omissions of the Contractor or any Subcontractor, Sub-subcontractor, or any of their agents or employees, or any other persons performing any of the Work, or for the Contractor's failure to perform and construct the Work in accordance with the Contract Documents. Neither the Engineer's authority to act under the Contract Documents nor any decision made by the Engineer shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor or Sub-subcontractor, any of their agents or employees or any other person performing any of the Work, nor shall anything in the Contract Documents create any contractual relationship between any of them and the Engineer.

ARTICLE 17 – CHANGE ORDERS, FORCE ACCOUNT, AND EQUITABLE ADJUSTMENTS

- 17.1 Changed and Additional Work.** WSDOT Standard Specifications provisions 1-04.4, 1-04.5, 1-04.7, 1-08.6, 1-08.8, 1-09.4, 1-09.5, 1-09.6, 1-09.11, and 1-09.13 are incorporated by reference as if fully restated herein and as modified by these Contract Documents.
- 17.2 Force Account.** WSDOT Standard Specifications provisions 1-04.4, 1-04.5, 1-04.7, 1-08.6, 1-08.8, 1-09.4, 1-09.5, 1-09.6, 1-09.11, and 1-09.13 are incorporated by reference as if fully restated herein and as modified by these Contract Documents. WSDOT Std. Spec. 1-09.6 is

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modified to provide for the following markup percentages on each category of compensable cost:

1. Labor: Delete 29%, Insert 21%.
2. Materials: Delete 21%, Insert 16%
3. Equipment: Delete 21%, Insert 16%
4. Services: Delete 21%, Insert 16%
5. Mobilization: No change

17.3 Equitable Adjustments. All equitable adjustments shall be in accord with Section 1-09.4 of the WSDOT Standard Specifications, PROVIDED that the total amount of any equitable adjustment and any other claim (legal or equitable) for additional compensation and any other relief due the Contractor shall not exceed what would otherwise be allowable for force account work under Section 1-09.6 as modified herein. Contractor and Owner agree that the percentage markup for overhead, indirect costs, and other items under the provisions of WSDOT Std. Spec. Section 1-09.6 constitutes a reasonable liquidated estimate and limit upon compensation for all indirect costs and impacts (if any) associated with any and all changes or additions to the work, force account work, delays, changes, impacts, inefficiencies, overhead, extended overhead, quantum meruit, and all other legal or equitable claims due related directly or indirectly to the Contractor's work. Therefore the parties agree that in the absence of an agreed change order or force account work order to the contrary, the percentage markup together with any direct labor, materials, equipment, services, and mobilization costs (as defined by WSDOT Std. Spec. Section 1-09.6) shall constitute liquidated damages and recovery for any and all legal or equitable claims or other relief that may be due the Contractor. Claims for equitable adjustment are subject to the claim notice provisions of WSDOT Std. Spec. Sections 1-04.4, 1-04.5, 1-08.6, 1-08.8, 1-09.4, 1-09.5, 1-09.6, 1-09.11, and 1-09.13 and related sections. Failure to comply with the claim notice provisions of this Article 17 and referenced provisions shall be deemed a complete waiver of any change in the Contract Price, Contract Time, and any other recovery of additional compensation or additional time.

17.4 Suspension of Work. Section 1-08.6 of the WSDOT Standard Specifications, "Suspension of Work", is hereby incorporated, adopted and included herein as if fully set forth.

17.5 Maintenance During Suspension. Section 1-08.7 of the WSDOT Standard Specifications, "Maintenance During Suspension", is hereby incorporated, adopted and included herein as if fully set forth.

ARTICLE 18 - ACCESS AND INSPECTIONS

18.1 Access to the Work and Records. The Owner and the representatives of any Federal, State, or other public body or authority having jurisdiction of the Project shall have, at all times and for any purpose, immediate access to the Work and the premises used by the Contractor for the Work and shall have access to the places where materials or equipment are being

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fabricated, manufactured, or produced for the Work. To the extent requested by the Owner, the Contractor shall furnish access to the purchase orders and records, invoices, bills-of-lading, payroll records, and other documents and records pertaining to the Work, or shall furnish certified true copies thereof at the Contractor's expense.

- 18.2 Inspection.** The Owner reserves the right to inspect or witness the construction of the Work. This observation shall not be construed as approving the Work as it is constructed or waiving any requirements of the Contract Documents.
- 18.3 Uncovering of Work.** Any Work that is covered by the Contractor before required inspections or tests are performed or approvals are given shall be uncovered by the Contractor to the extent directed by the Owner, and the Contractor shall bear all the expense for uncovering, exposure, inspection, testing, and of satisfactory reconstruction.
- 18.4 Inspections, Tests, and Approvals Required by Others.** If the laws, ordinances, rules, regulations, or orders of any public body or authority having jurisdiction require any Work to be specifically inspected, tested, or approved by someone other than the Contractor or the Owner, the Contractor shall give all notices and make all arrangements therefore, and shall deliver to the Owner certificates of inspection, testing, or approval issued by the applicable public bodies or authorities having jurisdiction. The cost of all such inspections, tests, and approvals shall be borne by the Contractor unless otherwise provided for.

ARTICLE 19 - DEFECTIVE WORK

- 19.1 Correction of Defective Work.** All Work, material, or equipment that is unsatisfactory, faulty, incomplete, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval is defective. If the Work or any part thereof is found to be defective, whether or not manufactured, fabricated, installed, completed, or overlooked and accepted by the Owner, the Contractor shall, promptly and in accordance with the written instructions of the Owner and within the reasonable time limits stated therein, either correct such defective Work, or, if it has been rejected by the Owner, remove it from the site and replace it with non-defective and conforming Work. The Contractor shall bear all costs for the correction or removal and replacement of defective Work and all additional direct and indirect costs the Owner may incur on account of defective Work including the costs of additional administrative, professional, consultant, inspection, testing, and other services. If the Contractor fails within a reasonable time after written notice from the Engineer to correct Defective Work, or to remove and replace Defective Work as required by the Engineer, or if the Contractor fails to perform the Work in accordance with the Contract Documents, or if the Contractor fails to comply with any other provision of the Contract Documents, the Owner may, after seven days written notice to the Contractor, correct and remedy any such deficiency.

If additional costs are incurred by the Owner to correct the defective Work prior to the making of final payment, a Change Order will be issued to effect a reduction in the Contract

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Price in the amount of the Owner's additional costs. Otherwise, the Contractor shall pay the amount to the Owner.

- 19.2 Owner's Right to Correct Defective Work.** If the Contractor fails to correct or remove and replace defective Work, the Owner may correct or remove and replace it without prejudice to any other remedy the Owner may have, and the Owner may store the removed materials or equipment at the expense of the Contractor. If the Owner corrects or removes and replaces defective Work prior to the making of final payment, one or more Change Orders will be issued to effect appropriate reductions in the Contract Price for all costs and expenses incurred by the Owner in the correction or removal and replacement of defective Work. If the correction of defective Work occurs during the guarantee period, the Contractor shall pay to the Owner the amounts of all such costs and expenses incurred by the Owner.
- 19.3 Owner's Right to Operate Unsatisfactory Equipment.** If, after installation, the operation or use of the facilities or equipment furnished under this Contract proves to be unsatisfactory, the Owner shall have the right to operate and use such facilities until they can, without damage to the Owner, be taken out of service for correction or replacement. The guarantee period for the corrected Work shall then run from the date of acceptance of the corrected Work.

ARTICLE 20 - GUARANTEES AND WARRANTIES

- 20.1 Contractor's Guarantee.** In addition to all other warranties, assurances, and guarantees provided in the Contract Documents, the Contractor shall guarantee the work done under this Contract against failures, leaks, and breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship for a period of two (2) years from the date of final acceptance of the entire facility. The two (2) year period is not a contractual limitation period or limitation of other claims under or related to the Contract Documents. It is understood that partial or entire use or occupancy of the work does not constitute acceptance, but rather a benefit to the Contractor from the Owner to enable the Contractor to complete the work. Any repair work or replacement required, in the opinion of the Owner, shall be done immediately by the Contractor at the Contractor's own expense. Should the Contractor fail to repair such failures, leaks, breaks, or other unsatisfactory conditions or to make replacement within seven (7) days after written notice, it shall be lawful for the Owner to make such repairs and replacements and charge the Contractor with the actual costs of such necessary labor and material.

Neither final acceptance nor the final certificate or payment nor any provision of the Contract nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor or its surety of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

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Nothing in this Section shall be construed to limit, relieve, or release the Contractor's, Subcontractor's and Equipment Supplier's liability to the Owner for damages sustained as the result of latent defects in the equipment furnished caused by the negligence of the supplier's agents, employees or Subcontractors.

- 20.2 Manufacturers' Warranties.** As a condition precedent to final inspection, the Contractor shall deliver and assign to the Owner all the manufacturers' warranties.

Acceptance of the warranties and the start of the guarantee period shall not amount to a waiver by the Owner of any rights or remedies (or time limits in which to enforce such rights or remedies) they may have against the Contractor, Subcontractor and Supplier of the equipment for failure to perform as promised, defective workmanship or defective materials under the laws of this State.

- 20.3 Warranty of Title.** No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all Work to deliver the premises, together with all improvements and appurtenances constructed by the Contractor, to the Owner free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude the Contractor from installing metering devices and other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or the municipality. Nothing contained in this paragraph shall defeat or impair the right of persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner.

ARTICLE 21 - PAYMENTS

- 21.1 Payments and Retainage.** Progress Payments will be subject to 5% retainage unless otherwise provided in the Contract Documents. The provisions of WSDOT Standard Specification 1-09.9 and related provisions are incorporated by reference as if fully restated and as modified herein.

ARTICLE 22 -- TERMINATION

- 22.1 Termination For Convenience and Termination For Default.** The terms of WSDOT Standard Specification 1-08.10 are incorporated by reference as if fully restated and as modified herein. Section 1-08.10 is modified to provide for seven (7) calendar days notice of termination for default rather than fifteen (15). In addition, the section is modified to

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provide that the Contractor shall be allowed to either remedy the default or provide assurance of performance reasonably satisfactory to the District within seven (7) days of receiving the notice of termination for default.

Should the Contractor disagree with any of the Engineer's determinations of amounts due the Contractor in case of Termination For Default or Termination For Convenience, the Contractor must comply with all of the claim notice and protest provisions of WSDOT Std. Spec. 1-04.5 and 1-09.11 and other provisions referenced therein as a condition precedent to any litigation or arbitration proceedings. Failure to timely protest the Engineer's decision in accord with these provisions shall be a complete waiver of any and all claims in excess of the amounts determined by the Engineer to be due the Contractor.

ARTICLE 23 – SUSPENSION AND DELAY

- 23.1** The terms of WSDOT Standard Specifications 1-08.6, 1-08.7, and 1-08.8 and other provisions referenced therein are incorporated by reference as if fully restated and as modified herein.

END OF SECTION

VI – TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS

TS-1 – COATINGS AND CLEANING

1.0 General

1.1 Description

This project will involve the cleaning, surface preparation and subsequent recoating of the exterior roof of Silver Lake Water District’s Reservoir No. 4. Specifically, the tasks associated with this project will include:

- Clean exterior surfaces of tank roof, shell walls and related appurtenances of all organic matter growth.
- Spot repair and overcoat exterior roof surface with specified coating systems.
- Other existing components to be prepared and recoated include:
 - 2 roof access hatch covers.
 - 18 cathodic protection (CP) access port risers (with flanged caps).
 - 18 existing CP access hole cover plates will remain in-place and also be coated.
 - Roof vent riser, up to but not including the vent cap assembly.
 - 1 roof hatch davit arm.

The work shall be performed without taking the tank out of service. Contractor shall take all necessary precautions to protect and maintain the quality of the water within the reservoir.

The precise phasing of work tasks shall be developed and submitted in a Work Phasing Plan prepared by the contractor for District approval.

1.2 References

1. ANSI/NSF 61 – Drinking Water System Components – Health Effects.
2. ASTM D 16 – Terminology Relating to Paint, Varnish, Lacquer, and Related Products.
3. AWWA C 652 – Disinfections of Water-Storage Facilities.
4. AWWA D 102 – Painting Steel Water Storage Tanks.
5. SSPC-SP 6/NACE 3 – Commercial Blast Cleaning.
6. SSPC-SP 10/NACE 2 – Near-White Metal Blast Cleaning.
7. SSPC-SP 11 – Power Tool Cleaning to Bare Metal.
8. SSPC-SP 12 – High Pressure Washing

1.3 Submittals

1. Contractor shall submit, prior to applying any coating, a list of the coatings and manufacturer that Contractor intends to use. List shall address the application for which each coating is intended, any surface preparation requirements, number of coats, method of application, and coating thickness.
2. Contractor shall submit, prior to District issuance of Notice to Proceed, Product Data Sheets with manufacturer's instructions for cleaning products, coatings, and thinners. Include Material Safety Data Sheets (MSDSs) for detergents, solvents, coatings, thinners, and other chemical and physical agents.
3. Contractor shall provide a drawdown card for Owner review for each topcoat provided.
4. Contractor shall submit for District review and approval a work and scheduling plan showing the various phases of improvements for each tank, with the intent of keeping the tank in service at all times.
5. Contractor shall prepare and submit a design for a temporary shield for the roof air vent that will protect the existing vent from cleaning and coating products and activities that could be inadvertently introduced into the tank. The proposed shield design shall maintain adequate air flow in and out of the tank during the project.
6. After contract award, a pre-construction meeting will be held. The Contractor is directed to Section 3.2 for a list of submittals required to be provided during the pre-construction meeting.

1.4 Quality Assurance

1. The coating manufacturer must specialize in manufacturing the products of this specification with a minimum of five years documented experience.
2. Contractor must specialize in performing the work of this specification with a minimum of five years documented experience.
3. Each painter must have a minimum of three years' experience in performing the type of work outlined in this specification. Contractor shall provide to Owner evidence of painter qualifications upon demand.
4. Owner will have a coating inspector on site to verify that the requirements of this specification are being met. However, it is Contractor's responsibility to ensure that the correct materials and equipment are being provided and that the workmanship (including surface cleanings, coating removal and disposal, surface preparation, coating application, testing, and repairs) are being completed as required by these specifications. Owner's Coating Inspector will be responsible for recording and documenting the progress of the work and will not be responsible for the quality of work being performed.

1.5 Delivery, Storage, and Handling

1. All materials shall be brought to the job site in the original unopened and labeled containers of the paint manufacturer and shall be subject to inspection

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by the Engineer. Contractor shall provide, in addition, one un-opened gallon container of each type and color of paint and each type of solvent and thinner used.

2. Store paints in a protected area that is heated or cooled as required to maintain temperatures within the range recommended by the paint manufacturer.

1.6 Existing Site Conditions

1. Tank Dimensions:
 - a) 150 feet diameter, 68± feet tall. Welded steel, constructed in 2007.
2. Access to the site is through a locked gate at 2210 132nd St, Mill Creek, WA 98012. Entrance to the site is through a commercial parking lot, and key cards will be provided by the District. Access drive and tank site is paved.
3. Limited water is available onsite for contractor's use.
4. Limited power is available onsite. Contractor shall provide power supply for any equipment requiring a load of 120 V, 20 amps or greater.

2.0 Material Requirements

2.1 Coating Materials

The paint and coating products of Tnemec are described in these specifications for the tank interior and exterior and are intended as a standard of quality. Specific coating systems are described below.

Tank Exterior Coating System– Exterior Recoat - roof, and appurtenances.

Coating	Product	Dry Film Thickness (DFT)	
		Minimum	Maximum
Spot Repair	Tnemec Series 27FC	2.0	4.0
Intermediate Prime	Tnemec Series 27FC	2.0	4.0
Finish	Tnemec Series 290	2.0	3.0

2.2 Coating Requirements:

1. Where specified, exterior coatings shall be tinted with factory grind dry pigments rather than utilizing local tinting of a clear base. Contractor shall be responsible for ordering sufficient quantities of factory-tinted paint as required for a complete project. Touch-up using locally tinted clear base will not be allowed.
2. Exterior topcoat shall contain factory blended mildewcide.

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3. Contractor shall provide 1 gallon each of the exterior topcoat for future Owner use.
4. Compatibility. To assure compatibility, all coating products shall be of a single supplier.

2.3 Performance Criteria **Exterior Coating Products**

Exterior Primer

1. ASTM D412 Tensile Strength, Method C Elongation
Tensile strength = 436 psi
Elongation @ break = 237%
2. FLEXIBILITY: CONICAL MANDREL, ASTM-D522
No cracking
3. Water Vapor Transmission: ASTM D1653 Method B
No more than 15.71 g/m² per 24 hours water vapor transmission and no more than 1.23 perms water vapor permeance.

Finish

1. QUV Exposure, per ASTM D4587:
(UVA-340 bulbs, Cycle 4: 8 hours UV/4 hours condensation). No blistering, cracking or chalking. No less than 61% gloss retention (31.4 units gloss change) and 1.89 DEFMC2 (MacAdam units) color change after 25,000 hours exposure.
2. Per ASTM D4141, Method C (EMMAQUA):
No blistering, cracking or chalking. No less than 98% gloss retention, no more than 1 unit gloss loss and no more than 0.18 DEHunter color change after 2,000 MJ/m² (88,095 MJ/m² total) EMMAQUA exposure.
3. Per ASTM D4141, Method C (EMMAQUA):
No blistering, cracking or chalking. No less than 84% gloss retention, no more than 13 units gloss loss and no more than 0.41 DEHunter color change after 3,500 MJ/m² (128,951 MJ/m² total) EMMAQUA exposure.

2.4 Mixing

1. Prepare multiple component coatings using all the contents of the container for each component as packaged by the manufacturer. No partial batches will be permitted.
2. Do not use multiple-component coatings that have been mixed beyond their pot life.
3. Assure that all coatings are within the manufacturer's shelf life.
4. Have onsite small quantity kits for touch-up painting.

5. Mix only components specified and furnished by coating manufacturer.

2.5 Cleaning Materials

1. Cleaning materials must be compatible with the coating materials to be applied to the tank. Use only pre-approved, biodegradable products.

3.0 Execution

3.1 General

1. All surfaces shall be prepared in accordance with the recommendations of the manufacturer of the coating and to the surface preparation requirements of this specification, whichever is stricter.
2. All surfaces, appurtenances and equipment in the vicinity of coating that is not intended to receive coating shall be adequately covered, masked or otherwise protected from inadvertent exposure to coatings from overspray, or brush/roller contact.
3. Install an approved temporary shield for the roof air vent that will protect the existing vent from cleaning and coating products and activities that could inadvertently be introduced into the tank. The shield shall maintain adequate air flow in and out of the tank during the project.
4. The cleaning and painting schedule shall be approved by the Engineer and no painting shall be completed before the prepared surfaces are approved by the Engineer.
5. Coat surfaces within eight (8) hours of cleaning and within the time recommended by the coating manufacturer's literature. Do not coat over visible rust bloom or contaminated surfaces. If, for any reason, rust bloom appears on the exterior surface to be coated, restore that surface to a near white metal blast (SSPC-SP 10). Ensure that the surfaces are clean, dry, and free of contamination prior to all coating applications. Protect all coated surfaces from damage during the curing process.
6. Mix coatings in accordance with manufacturer's recommendations. Do not exceed specified pot life.
7. Apply all coatings in accordance with SSPC-PA 1, these specifications, and the manufacturer's recommendations. If a conflict exists, apply these specifications.
8. Do not use materials that have been contaminated. Do not apply coatings to wet surfaces.
9. Apply coatings in uniform layers of 50% overlapping strokes. Remove all ridges, sags, runs, drips, and laps using a hand brush. Verify proper wet film thickness (WFT) often during coating application.
10. Protect uncured coatings from rain. Do not apply coatings if they will be exposed to rain prior to curing. If the coating is exposed to rain prior to curing,

Contractor will remove or repair the coating to Owner's satisfaction at no additional cost to Owner.

3.2 Pre-Construction Meeting

1. Prior to commencing work, the Owner will conduct a pre-construction meeting. The purpose of the pre-construction meeting is to establish a working understanding between all parties and to discuss construction schedule, submittals, permits, authorizations, applications for payment and payment processing, and other matters as may pertain directly to the Project.
2. Attendees shall include, but not be limited to: Engineer, Coating Inspector, Coating Contractor, and the Coating Manufacturer's Representative. Contractor shall supply, at a minimum, a detailed outline of the following:
 - All materials to be used including, but not limited to: cleaners, thinners, and specified coating materials.
 - Application work plan. The work plan shall include anticipated work sequence, method of application for all phases of the project including, but not limited to, cleaning (including method of mechanical agitation), coating application, and touch-up/repair work.
 - Anticipated mitigation strategies to prevent overspray and other contamination.
 - Methods and techniques for environmental protection such that the coatings, cleaning agents, rinse water and other potential contaminants are collected, contained and safely disposed.
 - Copies of Contractor's data sheets.
3. If the Contractor fails to provide required information, the Owner will schedule another pre-construction meeting. Contractor will be responsible for reimbursement to Owner of ALL costs (including Owner's Representative time) associated with rescheduling and conducting another pre-construction meeting. The time delay due to rescheduling the pre-construction meeting will not be cause for a claim by the Contractor.

3.3 Examination

1. Prior to starting work, Owner (or Owner's Representative) will complete a joint site-visit with Contractor to discuss any remaining questions regarding the project.

3.4 Surface Cleaning – Exterior Surfaces

1. The exterior of the tank shall be cleaned of all dirt, mildew, oil and greases. The tank should be pressure washed at 3000 PSI with a 4% solution of biodegradable detergent such as Great Lakes Extra Muscle Cleaner or approved equal. The use of a stiff bristle brush may be required to remove the tightly adherent dirt and/or mildew. In addition, spot treatment with 10% chlorine bleach solution may be required to remove mildew staining.

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2. Clean all exterior tank surfaces using a heavy-duty water-based surface cleaner, approved by the coatings Manufacturer in accordance with SSPC-SP1.
3. All detergents and other cleaning products shall conform to AWWA Standards for use near potable water.
4. Follow manufacturer's recommendations for appropriate dilution levels. Cleaner can be applied using a brush, roller, mop, or low-pressure spray. NOTE: After cleaning, immediately rinse all surfaces with a high-pressure power washer. It is important that all surfaces be completely rinsed and that the cleaner not be allowed to dry on the tank surfaces. Perform a final rinse with clear fresh water (less than 100 ppm chlorides) to obtain a surface with a pH between 6.5 and 7.5.

3.5 Surface Preparation – Exterior Roof Surfaces

1. Exterior: All exterior surfaces to be over-coated shall receive a high-pressure wash -- 3,500 PSI at 3.5 gallons per minute minimum, using a 0 degree rotating nozzle.
2. The Contractor shall take precautions not to damage or remove tightly adherent paint or primer in preparing the exterior surface of the structure for painting.
3. Holding the nozzle approximately 18" from surface if the pressure rating and washing distance for the high pressure washer removes tightly adherent paint or primer, then the Contractor shall reduce the pressure and/or change the spraying distance from nozzle to reservoir at the Engineers immediate request such that the existing paint systems remains intact.
4. The request and the Contractor's compliance to and performance of same shall not be considered a change of condition and as such will not be subject to any additional monies to the Contractor.
5. SP2 Hand Tool Cleaning of any remaining lifted edges of the existing coating.

3.6 Spot Repair – Exterior Surfaces

1. Damaged Materials: Repair or replace damaged materials and surfaces not scheduled to be coated.
2. Damaged Coatings: Touch-up or repair damaged coatings. Touch-up of minor damage shall be acceptable where result is not visibly different from adjacent surfaces. Recoat entire surface where touch-up result is visibly different, either in sheen, texture, or color.
3. Coating Defects: Repair in accordance with manufacturer's instructions coatings that exhibit film characteristics or defects that would adversely affect performance or appearance of coating systems.
4. Prepare damaged areas using hand or power tool cleaning methods in accordance with SSPC SP 2/SP 3 to remove one square foot (144 square inches) in area of the existing coating. Hand scrape edges to remove any loose area remaining after surface preparation and feather out any hard edges to provide

smooth transition for the touch-up coating. Feather sand approximately 2"-3" onto the existing coating to provide a profile to assure proper adhesion.

3.7 Coating Application – Exterior Surfaces

1. Coating application shall be by roller or brush. Spraying of coatings is not permitted.
2. Each coat of paint shall be applied at the rate, manner, and environmental conditions as specified by the manufacturer and approved by the Engineer, to achieve the minimum dry film thickness (DFT) required. DFT shall be measured in accordance with the requirements of SSPC PA-2. Deficiencies in the DFT shall be corrected by the application of an additional coat(s) of paint. Additional coats of paint shall not be applied until paints are thoroughly dry.
3. Contractor shall **NOT** apply coatings under the following conditions:
 - Temperature exceeding the manufacturer's recommended maximum and minimum allowable.
 - Dust or smoke laden atmosphere.
 - Damp or humid weather.
 - When the air temperature is expected to drop below 40°F or less than 5°F above the dew point.
 - Relative Humidity greater than 80%.
 - When wind conditions are not calm.
4. The dew point shall be determined by use of a sling psychrometer in conjunction with the U.S. Department of Commerce, Weather Bureau Psychrometric Tables. Other methods of dew point determination must be pre-approved by the Engineer.

3.8 Striping of Irregular Surfaces

1. Stripe coat the following critical locations with the approved intermediate coating following the application of the primer coat: bolts, joints, corners, edges, welds, and any other places where paint has a tendency to break down.
2. Brush-apply coating to critical points. If striping is spray applied, brush the coating into irregular surfaces using back and forth strokes so as to ensure that the coating is applied to all irregular surfaces.
3. Allow the striping coat to dry to the touch or cure for two hours prior to applying primer coat.

3.9 Prime Coat Application (Spot Repairs)

1. Apply primer coat in accordance with manufacturer's recommendations and these specifications.

2. If primer coat fails to meet required minimum DFT, apply the necessary wet film thickness needed to obtain the specified DFT. Monitor coating thickness in accordance with SSPC-PA 2.
3. Follow manufacturer's recommendations for time to overcoat prior to applying intermediate coat.

3.10 Intermediate Coat Application (Full surface of roof and other appurtenances)

1. Approval of appropriate primer coat must be obtained by the Engineer prior to application of the intermediate coat.
2. Ensure that all surfaces to be coated are clean and free of dust, oil, grease or other contaminants prior to intermediate coat application. Use clear, fresh water (less than 100 ppm chlorides) to clean contaminated areas.
3. Monitor wet film thickness (WFT) of intermediate coat during application. If intermediate coat fails to meet required DFT, then apply correct WFT needed to obtain correct DFT. Monitor coating thickness in accordance with SSPC-PA 2.
4. Follow manufacturer's recommendations for time to overcoat prior to applying top coat.

3.11 Finish Coat Application Full surface of roof, and other appurtenances)

1. Approval of intermediate coat must be obtained by the Engineer prior to application of the top coat.
2. Ensure that all surfaces to be coated are clean and free of dust, oil, grease or other contaminants prior to top coat application. Use clear, fresh water (less than 100 ppm chlorides) to clean contaminated areas.
3. Monitor wet film thickness (WFT) of top coat during application. If top coat fails to meet required DFT, then apply correct WFT needed to obtain correct DFT. Monitor coating thickness in accordance with SSPC-PA 2.

3.12 Field Quality Control

1. The completed coating system shall produce a minimum dry film thickness in accordance with these specifications. Verification of proper DFT will be as per SSPC-PA 2 for each coat of the coating system. In areas where required thickness is not obtained, sufficient coats shall be applied to produce the required coating thickness. In areas where excess thickness is noted, remove excess thickness to the required surface preparation and reapply.
2. All preparation and coatings application shall be performed only in the presence of the Owner's representative unless prior approval has been granted to perform work in their absence.
3. Scaffolding shall be erected and moved to locations where requested by the Engineer to facilitate inspection. Additional illumination shall be provided to cover all areas to be inspected.

4. The District will be providing an independent Painting Inspector to perform specified inspections during preparation for painting and the painting process for the reservoir. Principal inspections will occur to ensure compliance with these specifications. Contractor shall plan for and accommodate independent inspection of the following activities:

- Surface preparation
- Application of spot prime coat
- Brush on strip coat
- Application of intermediate coat
- Application of finish coat
- Dry film thickness testing
- Holiday testing

The full coated surface shall be checked for “holidays” using a low voltage, wet sponge holiday detector producing 67.5 volts (NACE SP0188).

3.13 Coating Repair

1. Damaged Materials: Repair or replace damaged materials and surfaces not scheduled to be coated.
2. Damaged Coatings: Touch-up or repair damaged coatings. Touch-up of minor damage shall be acceptable where result is not visibly different from adjacent surfaces. Recoat entire surface where touch-up result is visibly different, either in sheen, texture, or color.
3. Coating Defects: Repair in accordance with manufacturer’s instructions coatings that exhibit film characteristics or defects that would adversely affect performance or appearance of coating systems.

3.14 Site Clean-Up

1. All surface preparation/paint residue shall be collected daily and deposited in containers supplied by the Contractor as temporary storage.
2. Prior to final acceptance by the Owner, the Contractor must removal all spent surface preparation material, masking and protection materials, and other debris from the job site.
3. Maintain the site in a neat and orderly fashion. Do not allow rags, paint cans, pallets, or other materials to accumulate.
4. Restore ruts or other track marks left by lifting equipment or other vehicles, and any spilled or overspray of coatings.
5. Upon completion of project, restore the site to the original or better condition to the satisfaction of Owner.

3.15 Acceptance

1. Acceptance of the completed coatings shall be based upon the proper application and proper preparation of the coated surfaces and a finished

product that does not contain: runs, drips, surface irregularities, overspray, cracks, pinholes, holidays, and other surface signs that detract from the overall appearance and performance of the finished product.

3.16 Coating Warranty

1. The coating system shall be warranted for a period of two years following final acceptance by the Owner.
2. Two anniversary inspections shall be scheduled by the Owner. The first anniversary inspection shall be 11 months after the project has been formally accepted by the Owner as complete. The second anniversary inspection shall be 23 months after the project has been formally accepted by the Owner as complete. The Owner shall notify the contractor at least 30 days in advance of the scheduled inspection. If the first inspection date has not been established within 13 months after the formal acceptance, the first anniversary inspection shall be considered to be waived. If the second inspection date has not been established within 25 months after the formal acceptance, the second anniversary inspection shall be considered to be waived.
3. As part of both anniversary inspections, the Contractor shall prepare and deliver to the Owner an Inspection Report. The report shall include the number and types of failures observed, percentage of the surface area where failure has occurred and names of those in attendance at the anniversary inspection.
4. The Contractor shall be prepared to perform any remedial work necessary after the first anniversary inspections are completed. Any required remedial work shall be scheduled with the Owner. Such remedial work shall be completed in the shortest practicable time possible, considering the prevailing weather conditions that would affect such work.
5. A failure of the painting system shall be considered to have occurred at any location where coating has peeled off, blistered, or cracked and any location where rusting is evident. The Contractor shall make repairs at all points where failures are observed by removing the deteriorated coating, cleaning the surface, and recoating with the same paint system and in accordance with these specifications. If the area of failure exceeds 25 percent of the area of a portion of the tank surface, then for that portion, the entire paint system shall be removed and repainted.

3.17 Concluding Statement:

1. All facets of Specifications pertaining to NACE and SSPC surface preparation application, number of coats, film thickness, inspection and performance criteria shall be adhered to, including manufacturer's recommendations, and items as specified herein.
2. The reservoir painting shall be guaranteed for a period of two years after the date of formal acceptance by the Owner. Any defective painting shall be

SILVER LAKE WATER AND SEWER DISTRICT

repaired by the Contractor at its expense, both at the time of acceptance and at the first and second year anniversary inspections.

3. The District will be providing inspection services for preparation and coating activities throughout the project.

END OF TECHNICAL SPECIFICATIONS

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**VII – MEASUREMENT AND PAYMENT
DESCRIPTIONS**

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MEASUREMENT AND PAYMENT

GENERAL

The contract price shall constitute full compensation for furnishing all plant, labor, material and equipment for performing all the work operations required to construct and complete items as shown on the drawings. The contract price shall include all overhead costs, transportation, insurance, profit and any other information costs related to the work.

Payment for the complete work shall be considered full compensation and shall include all minor items required for a complete job, but not specifically mentioned in the Contract Documents, or not having a specific pay item. Work will be paid for under one item only. Payment shall be made for Bid Schedule items only and no additional compensation will be made.

BID ITEM NO. 1 **MOBILIZATION**

The lump sum price (LS) bid for Mobilization consists of preconstruction expenses and preparatory work operations which occur before 10 percent of the total original contract amount is earned from other contract items.

When 5 percent of the total original Contract amount is earned from other Contract items, excluding the amounts paid for materials on hand, 50 percent of the amount Bid for mobilization, or 5 percent of the total original Contract amount, whichever is the least, will be paid.

When 10 percent of the total original Contract amount is earned from other Contract items, excluding the amounts paid for materials on hand, 100 percent of the amount Bid for mobilization will be paid.

BID ITEM NO. 2 **MINOR CHANGES**

Payments or credits for changes amounting to \$15,000.00 or less may be made under the Bid item "Minor Changes". All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time. Any work performed as Minor Changes shall be authorized by the Owner prior to work proceeding. Payment will be made by Force Account in accordance with Section 1-09.6 of the Standard Specifications.

BID ITEM NO. 3 **ENVIRONMENTAL PROTECTION**

The lump sum price (LS) bid for Environmental Protection shall be full compensation for the cost of labor, material and equipment to protect the environment, District facilities and property from contamination by coatings, cleaning products, rinse water and other materials per plans and project specifications. Payment shall include, but not necessarily be limited to the following:

SILVER LAKE WATER AND SEWER DISTRICT

1. Provide equipment as necessary to protect the environment at all times during pressure washing, cleaning, coating and coating cure.
2. Install protective barriers including a shield for the water tank roof vent and other openings of the water tank.
3. Provide dust and runoff control as necessary for worker safety and to prevent dust and contaminants from escaping the containment system.

BID ITEM NO. 4

PAINT SPOT REPAIRS

The unit price bid per each (EA) for Paint Spot Repair shall constitute full compensation for providing all labor, materials, supplies, equipment, and tools necessary to remove damaged coatings and apply new Tnemec coatings to the surface of the tank in accordance with these Specifications up to one square foot (144 square inches) in area.

Included in this bid item are any additional costs incurred to properly store paint, and treat tank surface both before and after Tnemec coating to ensure the Manufacturer's requirements are met for the coating system specified in these documents.

Included in this bid item are all costs for removal and disposal of cleaning product residue, paint debris, etc. per project specifications. Payment shall include, but not necessarily be limited to the following:

1. Determining the appropriate disposal method.
 - a. Removing all cleaning products and removed surface coatings from roof and around reservoir after preparation process.
 - b. Hauling of waste material to approved solid waste landfill or recycling of waste material.
 - c. All dump fees, testing & permit fees associated with hauling and disposal.

BID ITEM NO. 5

RESERVOIR EXTERIOR – ROOF PREPARATION AND COATING

The lump sum price (LS) bid for Exterior Prep and Coating (Spot Repair and Overcoat) shall be full compensation for the cost of labor, material and equipment to prepare and overcoat the reservoir roof per plans and project specifications. Payment shall include, but not necessarily be limited to the following:

1. Walk-through inspection of the reservoir to assess the extent of repairs to be made and prep work involved. The date that the site will be open for inspection is stated in the Bid Advertisement.
2. Pressure washing of the reservoir roof per these specifications.
3. Mask off areas not to be painted.
4. Overcoat by hand roller and brush the entire roof exterior of the reservoir. Exterior of reservoir includes but is not limited to:

SILVER LAKE WATER AND SEWER DISTRICT

- 2 roof access hatch covers.
- 18 cathodic protection (CP) access port risers (with flanged caps).
- 18 existing CP access hole cover plates will remain in-place and also be coated.
- Roof vent riser, up to but not including the vent cap assembly.
- 1 roof hatch davit arm.

Overcoating of roof includes:

- a) Preparatory surface wash of reservoir to remove all organic contaminants.
- b) Surface prep of the roof, railings, and other appurtenances as required in the specifications.
- c) Protection of all cables, conduits, control panels and other related equipment not intended to be coated.
- d) All surface and material testing as called out in the specifications as being the responsibility of the contractor.
- e) Clean all surfaces of loose rust, dust and traces of blast product.
- f) Provision of all coating materials.
- g) Coat the exterior of reservoir roof as called for in the specifications.
- h) Provide accommodations in scaffolding, lighting, and access as necessary for inspections by the Owner's representatives.

BID ITEM NO. 6 **RESERVOIR EXTERIOR – SIDEWALL CLEANING**

The lump sum price (LS) for Reservoir Exterior – Sidewall Cleaning shall be full compensation for the cost of labor, material and equipment for pressure washing the sidewalls, overflow pipe and spiral staircase of the reservoir.

BID ITEM NO. 7 **DISPOSAL OF WASTE MATERIAL**

The lump sum price (LS) bid for Disposal of Waste Material and Cleanup shall be full compensation for the cost of labor, material and equipment to provide for the removal and disposal of detergent rinse, paint debris, etc. per project specifications. Payment shall include, but not necessarily be limited to the following:

1. Determining the appropriate disposal method based on the contaminants.
2. Collection and containment of waste runoff.
3. Hauling of waste material to approved solid waste landfill or recycling of waste material.
4. Maintain chain of custody documentation and provide completed copies.
5. All dump fees, testing & permit fees associated with hauling and disposal.

BID ITEM NO. 8
GENERAL RESTORATION AND CLEANUP

The lump sum price (LS) bid for Restoration and Cleanup shall be the cost of cleaning up and removing from the site all debris resulting from the painting and other construction activities, and repair/replacement of any existing items removed or damaged during the work and general housekeeping work needed to bring the site back to its pre-existing condition.

END OF MEASUREMENT AND PAYMENT

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VIII – APPENDICES

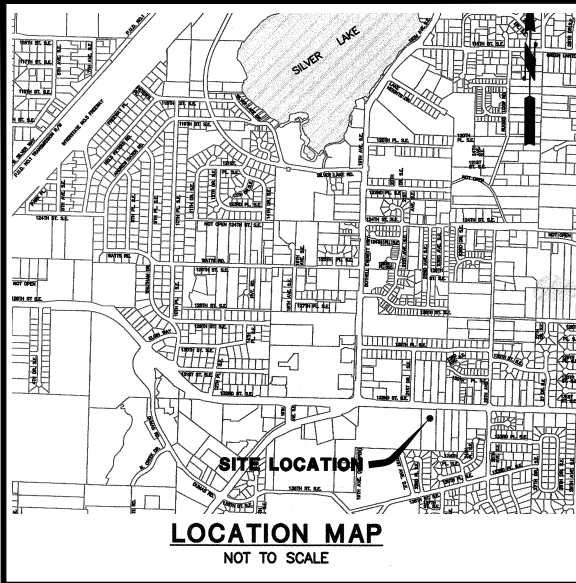
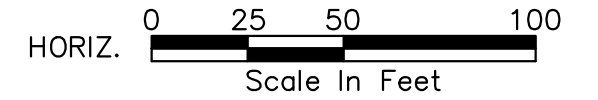
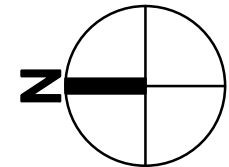
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SILVER LAKE WATER AND SEWER DISTRICT

APPENDIX A
SITE EXHIBIT

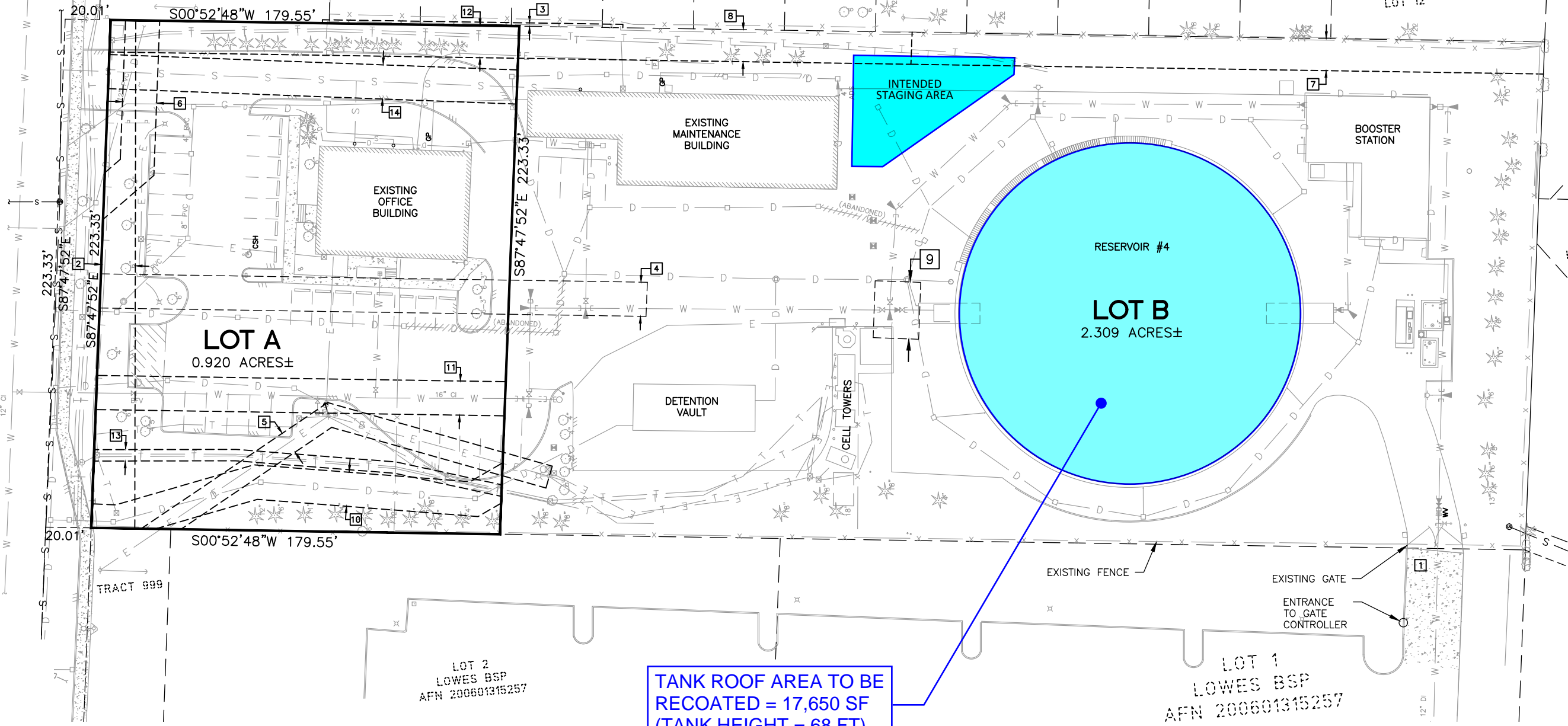
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NW 1/4, NW 1/4, SEC. 32, T. 28 N., R. 5 E., W.M. SNOHOMISH COUNTY, WASHINGTON



132ND STREET SE

2626.15'
S87°47'52"E



TANK ROOF AREA TO BE RECOATED = 17,650 SF (TANK HEIGHT = 68 FT)

PARCEL NUMBERS

28053200201500 (LOT "A")
28053200203400 (LOT "B")

PARCEL ADDRESS

2210 132ND ST SE, MILL CREEK, WA 98012

FILE NAME: P:\M\2312\2312-03_SUNSD_TANK_4 ROOF RECOAT\CAD\ENGINEERING\FIGURES\EXHIBITS\2312_BDR.DWG
DRAWN: AKO, 12/04/2023 11:56 AM
CHECKED: AKO, 12/04/2023 11:56 AM
SCALE: 1/8"=1'-0"

DESIGNED	AKO	DATE	BY	APP'D
DRAWN	AKO			
CHECKED				
SYMBOL		REVISION		

PACE Engineers
11255 Kirkland Way, Suite 300
Kirkland, WA 98033
p. 425.827.2014
www.paceengrs.com

SILVER LAKE WATER AND SEWER DISTRICT
15205 41st Ave SE
BOTHELL, WA 98012

VERIFY SCALE
BAR IS ONE HALF INCH ON ORIGINAL DRAWING.
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DATE: 12/04/2023
SCALE: 1"=50'

RESERVOIR NO. 4 ROOF RECOATING

SITE EXHIBIT

PACE PROJECT NO. 23412-03
DWG NAME: 23412_BDR.DWG
SHEET 1 OF 1