



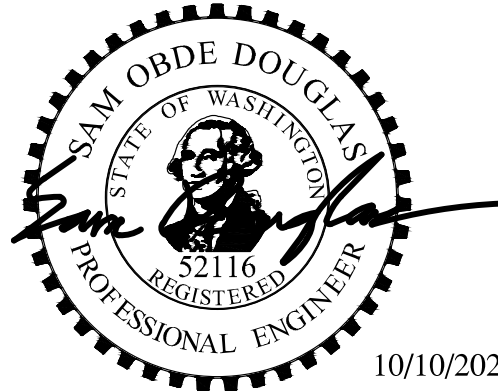
**Contract Provisions for:**

**Reservoir No. 4 Headquarters Demolition Project**

**SLWSD PROJECT NO. 24-0010**

**October 2024**

Silver Lake Water and Sewer District  
15205 41<sup>st</sup> Avenue SE  
Bothell, WA 98012  
425-337-3647



10/10/2024

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# **I - CALL FOR BIDS**

## **SILVER LAKE WATER & SEWER DISTRICT** **CALL FOR BIDS**

SLWSD: Reservoir No. 4 Headquarters Demolition Project

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 **October 29, 2024**.

Alternatively, Silver Lake Water & Sewer District will accept emailed bids timely submitted to the District's bid proposal email address: [proposals@slwsd.com](mailto:proposals@slwsd.com) until **10:00AM**, local time on **October 29, 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: 128 744 976#. Contact Scott Smith, District Engineer, at [ssmith@slwsd.com](mailto:ssmith@slwsd.com) for a video link to the bid opening meeting.

**Project Description:** The work to be performed for this project consists of the demolition of a 1-story vacant office building structure (approximately 3,900 square feet) located at 2210 132nd Ave NE, removing existing fencing, installing new fencing, utility disconnection coordination and other work.

The Engineer's estimated cost of the project is \$177,000 with 18 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 (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to [www.bxwa.com](http://www.bxwa.com) and clicking on "Posted Projects", "Public Works", and "Silver Lake Water & Sewer District". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303, should you require assistance with access or registration. The content available through bxwa.com is our property or the property of our licensors and is protected by copyright and other intellectual property laws.



Access to project documents is intended for use by bidders (general contractors/prime bidders, subcontractors and suppliers), agency personnel and agency's consultants, as well as for personal, noncommercial, use by the public. You may display or print the content available for these uses only. "Harvesting" (downloading, copying, and transmitting) of any project information and/or project documents for purposes of reselling and/or redistributing information by any other party is not allowed by BXWA.

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 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**

# **INSTRUCTIONS TO BIDDERS**

SLWSD: Reservoir No. 4 Headquarters Demolition Project

## **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 or where applicable the BXWA service describe in the Call For Bids section above, for the issuance of any addenda prior to submitting a bid. Bids and all Bonds shall reflect the requirements in all issued 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 deemed as a nonresponsive bid.

## **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 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 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 18 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

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, District Engineer, at 425-659-2302 or [ssmith@slwds.com](mailto:ssmith@slwds.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 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 Current 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.



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.

## **III - BID DOCUMENTS**

### **Bid Submittal Checklist**

SLWSD: Reservoir No. 4 Headquarters Demolition Project

- BID PROPOSAL SHEET (2 Pages)**
- STATEMENT OF BIDDER QUALIFICATIONS (2 Pages)**
- NON-COLLUSION DECLARATION (1 Page)**
- BID BOND (1 Page)**

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

**Note: Bidder Responsibility Criteria is included on pages BRC-i and BRC-ii following the Bid Proposal.**

# BID PROPOSAL

SLWSD: Reservoir No. 4 Headquarters Demolition Project

BID SUBMITTED BY:

Company name: \_\_\_\_\_

Check one: Individual  Partnership  Joint Venture  Corporation

Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

District/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.

Item No.	Spec. Section	Item Of Work	Bid Quantity	Unit	Unit Price	Amount
1	1-04	Minor Change	1	EST	\$5,000.00	\$5,000.00
2	1-05	Construction Surveying	1	LS		
3	1-07	SPCC Plan	1	LS		
4	1-07	Franchise Utility Coordination	1	LS		
5	1-09	Mobilization	1	LS		
6	2-02	Building Demolition	1	LS		
7	2-02	Remove Existing Chain Link Fence and Sliding Gate	120	LF		
8	8-01	Erosion Control and Water Pollution Prevention	1	LS		
9	8-12	Black Vinyl Coated Chain Link Fence – 6 Ft.	250	LF		
10	8-12	Double 14 Ft. Black Vinyl Coated Chain Link Swing Gate – 6 Ft.	1	EA		
11	8-12	Temporary Chain Link Fence	440	LF		

TOTAL BID \_\_\_\_\_  
(Figures)

SALES TAX (10.6%) \_\_\_\_\_  
(Figures)

TOTAL BID INCLUDING SALES TAX  
\_\_\_\_\_  
(Figures)

**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 18 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 dates (October 15 and 22, 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**

SLWSD: Reservoir No. 4 Headquarters Demolition Project

- 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 hours<sup>1</sup> 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 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

SLWSD: Reservoir No. 4 Headquarters Demolition Project

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: \_\_\_\_\_.



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

SLWSD: Reservoir No. 4 Headquarters Demolition Project

**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: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

# BID BOND

SLWSD: Reservoir No. 4 Headquarters Demolition Project

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 Silver Lake Water and Sewer District – Reservoir No. 4 Headquarters Demolition 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

## **IV - AWARD DOCUMENTS**

# **CONTRACT AGREEMENT**

SLWSD: Reservoir No. 4 Headquarters Demolition 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:

B. The Contractor hereby agrees to complete all Work for the Silver Lake Water and Sewer District - Reservoir No. 4 Headquarters Demolition Project (hereafter “Project”) in accordance with the Contract Documents, including without limitation specifically referenced and related sections of the Current at time of Bid Award 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 18 working days. The Contractor agrees to pay the Contract Agency \$1,000.00 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 himself, and for his 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.

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 \_\_\_\_\_, 202\_\_,

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PUBLIC WORKS PAYMENT 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 **Silver Lake Water and Sewer District – Reservoir No. 4 Headquarters Demolition Project** located in the City of Mill Creek, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

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 payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, and 39.12 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and if such payment obligations 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, except as provided herein, 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	Surety Signature
Date	Date
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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 **Silver Lake Water and Sewer District - Reservoir No. 4 Headquarters Demolition Project** located in the City of 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

SLWSD: Reservoir No. 4 Headquarters Demolition Project

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 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 \_\_\_\_\_

[ ] 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

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 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 \_\_\_\_\_

- [ ] 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**

**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
  - PROJECT PLANS
  - CONSTRUCTION ADDENDA
  - CURRENT AT TIME OF BID AWARD WSDOT STANDARD SPECIFICATIONS
  - 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.

- 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.
- 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
  3. BID PROPOSAL (including the Bid, Bid Schedule(s) and Information Required of Bidder)



4. BID SECURITY
5. CONTRACT AGREEMENT FORM
6. BONDS AND CERTIFICATES
7. GENERAL CONDITIONS
8. SPECIAL CONDITIONS (if any)
9. TECHNICAL SPECIFICATIONS / SPECIAL PROVISIONS
10. APPENDICES (if any)
11. Current at time of bid award 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 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.
- 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 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. Special Provisions and/or Technical Specifications
7. Contract Plans
8. District Standards and Details
9. General Conditions
10. WSDOT Standard Specifications as specifically referenced and as modified by the General and Special Conditions of the Contract

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 \$1,000.00 per working day.

#### **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.
- 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 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 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.** With the exception of specific permit(s) to be obtained by the Contracting Agency as stated in Special Provision 2-02.3(6), 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. For contractor acquired permits, 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 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 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 of 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 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 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 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, 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.

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 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 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 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.

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, 1-04.6, 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, 1-04.6, 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 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 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 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.

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 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 AND  
INFORMATION  
(SPECIAL PROVISIONS)**

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## INTRODUCTION TO THE SPECIAL PROVISIONS

*(January 4, 2024 APWA GSP, Option A)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2024 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

*(March 8, 2013 APWA GSP)*

*(April 1, 2013 WSDOTGSP)*

Project specific special provisions are labeled without a date as such:

*(\*\*\*\*\*)*

Supplement this section with the following:

The following Special Provisions include “Division 10: Measurement and Payment” of unit price bid items consisting of Silver Lake Water and Sewer District (“District”) Standards with modifications as noted for the current project. These Special Provisions, including the Construction Standards, have been developed for use in conjunction with the “Standard Specifications for Road, Bridge, and Municipal Construction” 2024 edition as published by the Washington State Department of Transportation (WSDOT) and the Washington State Chapter of the American Public Works Association (APWA), hereinafter referred to as the “Standard Specifications,” all of which are made a part of the Contract Documents, shall govern all of the Work.

The Standard Specifications, except as they may be modified by these Contract Documents, shall govern all of the Work. Reference in these Special Provisions to “Contracting Agency” should be read and interpreted for this project as the “Silver Lake Water and Sewer District” (“District”).



## DIVISION 1: GENERAL REQUIREMENTS

### DESCRIPTION OF WORK

(\*\*\*\*\*)

This Contract provides for the demolition of a 1-story vacant office building structure (approximately 3,900 square feet) located at 2210 132nd Ave NE, removing existing fencing, installing new fencing, utility disconnection coordination and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

### 1-01 DEFINITIONS AND TERMS

#### 1-01.3 Definitions

(January 19, 2022 APWA GSP)

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

#### **Dates**

##### ***Award Date***

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

##### ***Contract Execution Date***

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

##### ***Notice to Proceed Date***

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

##### ***Substantial Completion Date***

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

##### ***Physical Completion Date***

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

##### ***Completion Date***

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

##### ***Final Acceptance Date***

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

Supplement this Section with the following:

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

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

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

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

### **Business Day**

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

### **Contract Bond**

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

### **Contract Documents**

See definition for “Contract”.

### **Contract Time**

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

### **Notice of Award**

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

### **Notice to Proceed**

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

### **Traffic**

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

**1-02 BID PROCEDURES AND CONDITIONS**

**1-02.1 Prequalification of Bidders**

Delete this section and replace it with the following:

**1-02.1 Qualifications of Bidder**

*(January 24, 2011 APWA GSP)*

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

*(\*\*\*\*\*)*

*Supplement this section with the following:*

Prior to award, the Contractor shall provide a minimum of two (2) fully completed structure demolition projects as well as Contracting Agency owner name, contact information and year completed. The Contracting Agency reserves the right to review reference information and take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily.

**1-02.2 Plans and Specifications**

*(\*\*\*\*\*)*

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

<b>To Prime Contractor</b>	<b>No. of Sets</b>	<b>Basis of Distribution</b>
Reduced plans (11" x 17")	2	Furnished only upon request.
Contract Provisions	2	Furnished only upon request.
Large plans (e.g., 22" x 34")	1	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

**1-02.4(1) General**

*(December 30, 2022 APWA GSP Option A)*

The first sentence of the ninth paragraph, beginning with “Prospective Bidder desiring...”, is revised to read:

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing soon enough to allow a written reply to reach all prospective Bidders before the submission of their Bids.

**1-02.5 Proposal Forms**

*(July 31, 2017 APWA GSP)*

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder’s name, address, telephone number, and signature; the bidder’s UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor’s Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

**1-02.6 Preparation of Proposal**

*(January 4, 2024 APWA GSP 1-02.6, Option B)*

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs, and replace them with the following:

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any DBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any DBE requirements are to be satisfied through such an agreement.

### **1-02.10        Withdrawing, Revising, or Supplementing Proposal**

*(July 23, 2015 APWA GSP)*

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

### **1-02.13        Irregular Proposals**

*(\*\*\*\*\*)*

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
  - c. A price per unit cannot be determined from the Bid Proposal;
  - d. The Proposal form is not properly executed;
  - e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
  - i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - j. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

2. A Proposal may be considered irregular and may be rejected if:
  - a. The Proposal does not include a unit price for every Bid item;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
  - d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
  - e. Receipt of Addenda is not acknowledged;
  - f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - g. If Proposal form entries are not made in ink.

### **1-03 AWARD AND EXECUTION OF CONTRACT**

#### **1-03.1 Consideration of Bids**

*(December 30, 2022 APWA GSP)*

Revise the first paragraph to read:

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

#### **1-03.7 Judicial Review**

*(December 30, 2022 APWA GSP)*

Revise this section to read:

All decisions made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

## **1-04 SCOPE OF WORK**

### **1-04.4 Changes**

*(January 19, 2022 APWA GSP)*

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

## **1-05 CONTROL OF WORK**

### **1-05.4 Conformity With and Deviations from Plans and Stakes**

*(\*\*\*\*\*)*

Supplement this section with the following:

#### **Structure Surveys**

*(\*\*\*\*\*)*

The Contractor shall have a licensed surveyor research, survey and stake/mark the property line for fence installation.

### **1-05.11 Final Inspection**

Delete this section and replace it with the following:

#### **1-05.11 Final Inspections and Operational Testing**

*(October 1, 2005 APWA GSP)*

##### **1-05.11(1) Substantial Completion Date**

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

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

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

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

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

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

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

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

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

#### **1-05.13 Superintendents, Labor and Equipment of Contractor**

*(August 14, 2013 APWA GSP)*

Delete the sixth and seventh paragraphs of this section.

#### **1-05.14 Cooperation with Other Contractors**

*(\*\*\*\*\*)*

Supplement this section with the following:

The Contractor shall provide the Contracting Agency and other contractors working in the area reasonable opportunity for the introduction and storage of their materials and the execution of their respective work, and Contractor shall properly connect and coordinate its work with theirs. All such coordination and necessary accommodation in the plan and execution of the Work shall be considered incidental to the various contract Bid Items, and no additional compensation will be made.

Other utilities, districts, agencies, and/or contractors who may be working within the project area are as follows:

- Puget Sound Energy – Natural Gas
- Lumen - Telecommunications



- Snohomish County Public Utility District - Power
- Comcast – Telecommunications
- Zply Fiber - Telecommunications
- Astound Broadband - Telecommunications

**1-05.15 Method of Serving Notices**

*(January 4, 2024 APWA GSP)*

Revise the second paragraph to read:

All correspondence from the Contractor shall be served and directed to the Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be written in paper format, hand delivered or sent via certified mail delivery service with return receipt requested to the Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

Add the following new section:

**1-05.16 Water and Power**

*(\*\*\*\*\*)*

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

Limited water is available onsite for contractor's use. Silver Lake will provide a water source at the District's expense via a hydrant meter with a backflow assembly on the fire hydrant adjacent to the reservoir.

Limited power is available onsite. Contractor shall provide power supply for any equipment requiring a load of 120 V, 20 amps or greater

**1-07 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**1-07.1 Laws to be Observed**

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall

establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

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

## **1-07.2 State Taxes**

Delete this section, including its sub-sections, in its entirety and replace it with the following:

### **1-07.2 State Sales Tax**

*(June 27, 2011 APWA GSP)*

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

#### **1-07.2(1) State Sales Tax — Rule 171**

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

### **1-07.2(2) State Sales Tax — Rule 170**

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

### **1-07.2(3) Services**

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

Add the following new section:

#### **1-07.29 Franchise Utility Coordination**

(\*\*\*\*\*)

The Contractor shall be responsible for coordination and scheduling of all utility disconnections except where shown otherwise in the plans including, but not limited to Puget Sound Energy natural gas, Snohomish County Public Utility District power and all telecommunication providers. Water and sanitary sewer will be disconnected and capped by the Contracting Agency.

### **1-08 PROSECUTION AND PROGRESS**

Add the following new section:

#### **1-08.0 Preliminary Matters**

*(May 25, 2006 APWA GSP)*

Add the following new section:

**1-08.0(1) Preconstruction Conference**

*(July 8, 2024 APWA GSP)*

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

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

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

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

Add the following new section:

**1-08.0(2) Hours of Work**

*(December 8, 2014 APWA GSP)*

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 8:00 a.m. and 5:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

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

(\*\*\*\*\*)

Supplement this section with the following:

No work will be allowed on federally recognized holidays including the following holidays:

Monday, January 01	New Year's Day
Monday, January 15	Birthday of Martin Luther King, Jr.
Monday, February 19 *	Washington's Birthday
Monday, May 27	Memorial Day

Wednesday, June 19	Juneteenth National Independence Day
Thursday, July 04	Independence Day
Monday, September 02	Labor Day
Monday, October 14	Columbus Day
Monday, November 11	Veterans Day
Thursday, November 28	Thanksgiving Day
Wednesday, December 25	Christmas Day

**1-08.5 Time for Completion**

*(March 13, 1995 WSDOT GSP)*

This project shall be physically completed within **Eighteen (18)** working days.

**END OF DIVISION 1**

## DIVISION 2: EARTHWORK

### 2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Add the following new section:

#### 2-02.3(6) Building Abatement and Demolition

(\*\*\*\*\*)

##### General Description

The following is a list of the building(s) requiring demolition. It is for informational purposes only and is not intended to be a complete list of all items to be covered by this section. See Appendix A for additional information about the structures and the Asbestos Materials reports.

- 2210 132nd Street SE - 1 office building - 57'x67', 1-story. Remove and dispose of all interior furniture, cabinets, tables, chairs, office equipment, papers, books, binders, wall hangings, debris, doors, windows, structures, desks, and all items within the structure during demolition.

##### Regulatory Requirements

#### 1. SAFETY AND HEALTH REGULATIONS

##### Applicable Standards and Regulations

1. Comply with safety and health standards for construction promulgated by the Director of the Department of Labor and Industries, as set forth in Chapter 49.17 of the Revised Code of Washington.
2. Comply with safety and health regulations for construction promulgated by the Secretary of Labor Standards Act, as set forth in Title 29, CFR. Copies of these regulations may be obtained from Labor Building, 14th and Constitution Avenue NW, Washington, DC 20013.
3. Comply with the provisions of the Federal Occupational Safety and Health Act, as amended.

#### 2. INCORPORATED PUBLICATIONS

General: The latest editions of the following publications are incorporated by reference and shall form part of the specifications. In case of conflict between the requirements of the publications and the specifications, the more stringent requirements shall prevail.

##### Publishing Agencies and Publications

1. American Society for Testing and Materials (ASTM)  
ASTM E-1368-00                      Standard Practice for Visual Inspection of

Asbestos Abatement Projects.

2. Federal Regulations: Occupational Exposure to Asbestos (29 CFR Parts 1910 and 1926)

29 CFR 1910-1001 Occupational Safety and Health  
Act (OSHA): General Industry  
Standard

29 CFR 1910-134 Respiratory Protection Standard

29 CFR 1926.1101 Occupational Safety and Health  
Act (OSHA): Construction  
Standards

42 CFR Part 84 Respirators

40 CFR 61.152 Environmental Protection Agency (EPA):  
Standard for Asbestos Waste  
Disposal for Demolition and  
Renovation Operations

3. Puget Sound Clean Air Agency (PSCAA)

Regulation III, Article 4 Asbestos Control Standard

4. Washington State – Washington Administrative Code (WAC)

WAC 173-303 Dangerous Waste Regulations

WAC 296-24 General Safety and Health Standard

WAC 296-62 General Occupational Health Standard

WAC 296-65-003 Definitions

WAC 296-155 Safety Standards for Construction Work

3. POSTING OF REGULATIONS

- A. Comply with WISHA and NESHAP posting regulations.
- B. Post certified person ingress/egress logs and copies of the asbestos workers' certification cards at the entrance of every regulated enclosure.

4. REGULATORY NOTIFICATION

Comply with the Department of Labor and industries and PSCAA notification and permit requirements. Copies of the notification forms and permits shall be submitted to the Engineer.

5. MATERIALS DISPOSAL REGULATIONS

- A. Comply with U.S. Department of Transportation, EPA, PSCAA, and corresponding waste disposal site regulations governing the transportation and disposal of asbestos and/or lead-contaminated materials.
- B. Comply with EPA, WISHA, and DOT standards for labels and signs.
- C. Original disposal receipts shall be submitted to the Engineer within 7 calendar Days of disposal.

### **Permits, Easements, Rights-Of-Way, Inspections Responsibilities**

#### **CONTRACTOR'S RESPONSIBILITIES**

- A. The Contractor shall comply with all applicable terms and conditions of the Demolition Permit from the City of Mill Creek, the Notice of Intent for Demolition from PSCAA, and all other applicable permit and/or agency requirements. A copy of the demolition notification from PSCAA can be found in Appendix B. A copy of the City of Mill Creek Demolition permit will be provided at bid award.
- B. The Contractor shall be responsible for scheduling inspection with the City along with the other permitting agencies and any costs associated with those inspections.
- C. The Contractor shall obtain all street use, waste management, or other permits required for the Work. The Contractor shall pay all other costs associated with this work unless otherwise specified. The Contractor shall comply with all applicable terms and conditions therein, and fully coordinate with agencies to comply with permit requirements. Provide copies of the permits to the Engineer before working in areas covered by these permits.
- D. Post all permits at the site of work.
- E. Provide the Engineer with a copy of each permit as soon as it is issued and also with the signed-off and fully executed permits following completion of construction.
- F. Pay for all second-time and later inspections required due to unacceptable work.

### **Existing Conditions Assessment**

This section provides information concerning asbestos pursuant to Federal regulations (29 CFR 1926.1101); Washington State regulations (Chapter 296-62 Part I-1 WAC); and other applicable requirements concerning reporting on asbestos and lead containing materials in the areas affected by the work under this Contract.

This section provides notice to the Contractor of the existing site conditions concerning the condition of buildings and the Contractor's responsibility to remove all materials in each building including but not limited to general household debris, clothing, appliances, garbage, waste and left behind storage items.

The information in this Section is based on the results of inspections, material sampling or assessments of the project areas and materials therein that will be affected by work under this Contract.



## ASBESTOS INSPECTION

- A. An assessment of the project areas and plan review to identify asbestos-containing materials was performed in conformance with the requirements of:
  1. 40 CFR Part 763 -Subpart E. as applicable to public and commercial buildings, and
  2. Chapter 296-62-07721 WAC.
- B. A Good Faith Survey for asbestos was conducted at the project site and was reported in August 2014 by Seattle Asbestos Test, LLC and the report is included in Appendix A.

Review the reference information available from the Owner that describes the conditions, testing results, and background investigations at the project site. Incorporate the information in these documents into the understanding, planning, and conduct of the work under this Contract. The information presented in those reports is not intended as the Owner's representations of specific conditions, except for those conditions at the specific times and locations of the investigations.

The Owner does not warrant and specifically disclaims responsibility for the interpretation by Contractor of such information in referenced reports. The Contractor shall make its own interpretations, deductions, and conclusions as to the nature of the materials and the difficulties of doing other work affected by site conditions; and shall accept full responsibility thereof. **The contract price includes full consideration of all costs of the Contractor based on the Contractor's interpretation of such information.**

## DEMOLITION WORK PLAN

Develop, maintain, and carry out for the duration of the contract, a Demolition Work Plan that incorporates and implements, at a minimum, the elements outlined herein and in the rest of the Contract Documents.

The Demolition Work Plan shall include, in an organized manner, the plans, schedules, sequence, and methods for completing the work. Include the plan, sequence, and coordination requirements for completing the individual phases of the project.

### 1. SUBMITTALS

- A. The Demolition Work Plan shall be submitted in accordance with Regulatory Agency Standards and these Special Provisions.
- B. Submit the Work Plan for review within 10 days after Pre-construction Conference.

### 2. DEMOLITION WORK PLAN CONTENTS

The Work Plan shall, at a minimum, include the following elements:

- Site Utilization Plan; include plan for protection of adjoining properties along roads and sidewalks, and protecting existing utilities and other existing features identified to be protected and not disturbed during demolition work. Construction

sequencing shall address demolition phases and coordination with other work at the site.

- Demolition Work Plan.
- Specific licensing, certifications, and qualifications of persons and companies conducting the work.
- Permit requirements, responsible agencies, and required coordination and permit submittals. The Plan shall identify any permits, approvals, and regulatory agency or jurisdiction requirements applicable to the project or included in the Contract Documents, and present specific plans for obtaining the permits and requirements, for conforming with the permits, coordination with and inspections by the permitting agency or jurisdiction, and reporting requirements.
- Requirements for disconnecting and terminating existing utilities, including coordination with utility providers.
- Inspection, testing, and monitoring requirements.
- List of project closeout requirements, including testing results, disposal records, and Daily Photo Log to be submitted.

### 3. DEMOLITION WORK PLAN REVISIONS

If the Work Plan is found to be inadequate to manage the project or protect the environment as determined by the Owner or the Regulatory Agencies, modify the Plan to meet the requirements of the Owner and the Regulatory Agencies. No additional compensation shall be made for required revisions.

## TEMPORARY ENVIRONMENTAL CONTROLS

### 1. ENVIRONMENTAL MITIGATION PLAN

Prior to commencing work, prepare and submit to the Engineer a detailed Environmental Mitigation Plan showing the Contractor's proposed mitigation measures for compliance with the environmental protection requirements imposed by these Special Provisions and all Regulatory Agencies having jurisdiction over the site. The Contractor is solely responsible for working with the Owner and the Regulatory Agencies to gain approval of the mitigation plan. The plan shall contain review comments and, if applicable, approval from Regulatory Agencies. The Plan shall include, but not be limited to:

- proposed haul routes;
- air emission control measures to be used during performance of the work;
- noise plan,
- stormwater pollution prevention plan, see Sections 1-07.6 and 8-01.3(1) of the Standard Specifications and these Special Provisions,
- proposed spill prevention, control, and countermeasures plan per the Standard Specifications and these Special Provisions, Section 1-07.15(1).

The Environmental Mitigation Plan shall be submitted to the Engineer and all Regulatory Agencies having jurisdiction over the site at least **30** calendar days prior to Contractor's scheduled commencement of abatement and demolition work. The Contractor may **NOT** begin abatement and demolition work until the City and the Regulatory Agencies have approved the Plan. No claims shall be addressed or time added to the Contract for delays to the scheduled work if sufficient review time is not provided or if the City or Regulatory Agencies require additional submittals.

## 2. AIR POLLUTION CONTROL

Do not discharge smoke, dust, and other contaminants into the atmosphere that violate the regulations of legally constituted Agencies. Minimize dust nuisance by cleaning, sweeping, and sprinkling with water, or other means. The use of water in amounts which result in mud on public streets is not acceptable as a substitute for sweeping or other methods.

## 3. NOISE CONTROL

Comply with local controls and noise level rules, regulations, and ordinances that apply to work performed pursuant to the Contract. The Contractor is responsible for obtaining any waivers necessary to complete the work under this Contract. Construction noise impacts shall be mitigated pursuant to best management mitigation measures identified in the Standard Specifications, these Special Provisions and the Regulatory Agencies' guidelines.

## DEMOLITION

The extent and the location of the demolition work is as indicated herein and as shown on the Plans. The work includes the demolition, salvage, removal and legal disposal of the designated vacant buildings and appurtenant structures located within the project area.

The description of demolition work described in the Contract Documents is for guidance only, to indicate typical general existing features, and shall not to be construed as definitive or adequate to supplant actual on-site inspection by the Contractor.

The following activities shall be completed prior to building demolition:

1. Submit and obtain approval of Demolition Work Plan.
2. Demolition Permit. The District will obtain a City of Mill Creek Demolition Permit and it will be provided to the Contractor prior to bid award. The Contractor shall adhere to the permit requirements.
3. Puget Sound Clean Air Agency Demolition Notification. A completed notification is included in Appendix B. The Contractor shall adhere to the notification requirements.
4. Install temporary security fence.
5. Installation of temporary site controls.
6. Utilities shall be disconnected and capped.
7. Remove existing fencing as noted in the plans

8. Recycling and salvage of applicable materials.
9. Install new fencing as show in the plans.

Collapse buildings internally so building debris falls inward towards the center of the structure whenever possible. Do not let debris spread throughout the site. Keep site clean at all times.

Contractor shall be responsible to remove any appliances left over after the tenants have vacated the buildings.

1. SUBMITTALS

- A. Submit a Demolition Work Plan in accordance with these Special Provisions and Regulatory Agency requirements prior to commencing work on this project.
- B. Submit copies of permits, notices and other submittals required by regulatory and permitting agencies and municipalities necessary for conducting work.
- C. Submit utility severance certificates.

2. QUALIFICATIONS

- A. Contractor must provide personnel and supervision that are appropriately certified, licensed, and experienced in each component of work identified in the Contract Documents, including but not limited to hazardous materials workers, health and safety specialists and waste management specialists.
- B. For other Contractor qualification requirements refer to Supplemental Instructions to Bidders and General Conditions.

3. REGULATORY REQUIREMENTS

Conform to all Regulatory Agency Requirements.

4. SHUTDOWN OF EXISTING SERVICES

- A. Notify the Engineer in writing 48 hours in advance of the time it is necessary to take any utility out of service. The Contractor shall be responsible for providing temporary utility service, materials, and equipment as required to maintain continuous facility operation. except as otherwise specified. The integrity of existing facility utilities to remain shall be maintained by the Contractor at all times.
- B. Power, Telephone, and Cable TV/Internet Lines: Lines to be disconnected by Others before construction begins. Coordinate with appropriate utility if not disconnected prior to demolition.
- C. Water: Water lines have been disconnected and abandoned by District.

5. DISPOSAL

Transport and legally dispose of demolition materials in accordance with applicable regulations.

6. OPERATION PROCEDURES

Start and complete work in order or precedence as established by the project schedule and the approved Demolition Work Plan. Operational procedures and the sequence of work are optional with the Contractor, provided they are consistent with the schedule and the contract documents.

7. SITE ACCESS

Control access to the demolition site through entrances by using temporary fencing, gates, markers, and signs to control and warn authorized visitors and workers of demolition activities, unsafe areas, and decontamination zones. Unauthorized visitors shall not be allowed on the site. The site shall be secured at the end of each work day.

8. PREPARATION

- A. Make the necessary preparations to prevent the movement, settlement, or collapse of the adjacent facilities to remain; including sidewalks, roadways, buildings, and fences. Promptly repair damage caused to adjacent facilities by demolition work at no cost to the Owner.
- B. Mark location of disconnected, capped, or abandoned utilities on project Record Drawings and in the field with stakes colored according to the respective utility marked.

9. GENERAL

- A. Perform demolition in a systematic and safe manner. Do not bury demolition materials or debris on-site. Minimize dust generation and soil erosion during all demolition activities as described in other sections and in the plans.
- B. Remove and dispose or recycle debris, rubbish, and other materials resulting from demolition operations immediately on completion of work in accordance with the Standard Specification and these Special Provisions. Provide the Engineer with all disposal receipts and weigh tickets from the disposal site.
- C. Stage demolished-materials removal to avoid interference with local traffic or activities at adjacent properties that are or will remain occupied in accordance with traffic control plan.

10. CLEANUP

- A. Completely remove and dispose of the designated buildings.
- B. After removal of all items and structures identified in the plans and specifications, clean the area. There shall be no debris, rubble, or litter left at the site from any of the demolition operations and the site shall be clean. Site cleanliness will be subject to a final walkthrough and approval by the Engineer.

Add the following new section:

#### **2-02.4 Remove Existing Chain Link Fence and Sliding Gate**

(\*\*\*\*\*)

The existing fence and sliding gate where noted in the plans shall be completely removed and disposed of including removing the existing post foundation below existing ground.

Where posts are within asphalt, the steel posts shall be ground down to ½" below existing asphalt grade and capped with controlled density fill or other flowable cementitious material. No metal protrusions shall be allowed to remain above ground.

**END OF DIVISION 2**

## DIVISION 8: MISCELLANEOUS CONSTRUCTION

### 8-12 CHAIN LINK FENCE AND WIRE FENCE

Replace section 8-12 in its entirety with the following:

#### 8-12.1 Description

(\*\*\*\*\*)

Black vinyl coated chain link fence and a double 14 Ft black vinyl coated chain link swing gate shall be procured and installed.

#### 8-12.3 Construction Requirements

(\*\*\*\*\*)

The Contractor shall furnish and install black vinyl coated chain link fencing and a swing gate with barbed wire per the standard plans provided in the Contract plans.

Fence foundation shall be installed in hardscape surface and/or softscape surface where shown on the plans. Where post foundation is installed in asphalt, the Contractor shall cleanly cut the pavement or core drill it and install foundation flush with the pavement surface.

The Contractor shall coordinate with the Contracting Agency for signing wording prior to fabrication.

Add the following new section:

#### 8-12.3(3) Temporary Fencing

(\*\*\*\*\*)

Temporary chain link fence with screening fabric covering all panels and a minimum 6-ft height shall be installed to close off the work area prior to beginning work. The temporary fence shall be secured to the existing fence as needed to leave no gaps in fenced off work zone. The Contractor shall maintain the fence until physical completion.

Ongoing Security issues and theft have occurred on-site despite fencing and security cameras. Secure storage of contractor's equipment and materials is the responsibility of the contractor.

**END OF DIVISION 8**

## DIVISION 10: MEASUREMENT AND PAYMENT – UNIT PRICE BID

(\*\*\*\*\*)

### (New Division)

#### GENERAL

When the Contract Documents state that a certain item of work “shall be considered incidental to the Contract”, and whenever any aspect of work is not included in one of the pay items listed below, then the cost of performing that work shall be included in the various bid prices of the Contract, and no separate payment will be made. Contractor shall include all costs of doing this work within the unit and lump sum bid prices in the Proposal. If the Contract Documents require work that has no unit or lump sum bid item in the proposal, costs shall be incidental and included within the unit and lump sum bid prices in the Proposal.

#### BID SCHEDULE ITEMS

The following subsections correspond to the items on the bid schedule and shall be paid based on the conditions listed, and as detailed in the Standard Specifications for that item. The Standard Specification Section where the item of work is discussed in the Standard Specifications is shown in parentheses.

#### **Bid Item No. 1 – Minor Change**

**(1-04)**

Payments or credits for changes amounting to \$5,000 or less may be made under the Bid item “Minor Change”. At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All “Minor Change” work will be within the scope of the Contract Work and will not change Contract Time.

“Minor Change,” per estimated (Est.).

To provide a common proposal for all bidders, the Contracting Agency has estimated the amount for “Minor Change” and entered the amount in the proposal to become a part of the total bid by the Contractor. The actual amount shall be determined by field conditions as the work progresses and as set forth in this section. No reliance shall be placed on the amount estimated; the provisions of Section 1-04.6 shall not apply to this item. Payment or credits will be determined in accordance with Section 1-09.4.

#### **Bid Item No. 2 – Construction Surveying**

**(1-05)**

No specific unit of measurement will apply to the lump sum item of “Construction Surveying.”

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

“Construction Surveying,” lump sum.

The unit price for “Construction Surveying,” lump shall include the following:



- Preservation and protection of control and reference points
- Survey control
- Staking the property line(s) as noted in the plans
- Providing District with As-Builts

The lump sum contract price for “Construction Surveying” shall be full pay for all costs for the Contractor to perform the Work as described in this section, including all costs for survey control, staking, marking, and GPS acquired coordinates and/or field measurements.

**Bid Item No. 3 – SPCC Plan (1-07)**

No specific unit of measurement will apply to the lump sum item of “SPCC Plan.”

Payment will be made in accordance with Section 1-04.1, for the following Bid item when it is included in the Proposal:

“SPCC Plan,” per lump sum.

**Bid Item No. 4 – Franchise Utility Coordination (1-07)**

No specific unit of measurement will apply to the lump sum item “Franchise Utility Coordination.”

Payment will be made in accordance with Section 1-04.1 for the following Bid Item:

“Franchise Utility Coordination”, lump sum

The lump sum contract price for “Franchise Utility Coordination” shall include all costs associated with coordinating with and submitting necessary documents, permits and forms required for others to disconnect and/or cap all the power, gas and telecommunications to the existing structure prior to demolition. Costs for any disconnection permits and coordination shall be included in the lump sum cost and are considered incidental to the Bid Item.

**Bid Item No. 5 – Mobilization (1-09)**

No specific unit of measurement will apply to the lump sum item of “Mobilization.”

Payment will be made in accordance with Standard Specification Section 1-09.7, for the following Bid item when it is included in the Proposal:

“Mobilization,” per lump sum.

**Bid Item No. 6 – Building Demolition (2-02)**

No specific unit of measurement will apply to the lump sum item of “Building Demolition.”

“Building Demolition”, lump sum.

All costs associated with the items of works identified in Section 2-02.3(6) including, but not limited to: complying with applicable permits and regulatory agency requirements, preparing the demolition work plan, preparing the environmental mitigation plan, protection of workers, demolition of the existing structure to expose the concrete slab and public disposal of all materials shall be considered incidental to and included in the lump sum “Building Demolition” and no additional payment will be made.

Further, the following items shall be considered incidental to the bid item “Building Demolition”:

- Adhering to the requirements of the Puget Sound Clean Air Agency (PSCAA) demolition notification permit,
- Adhering to the requirements of the City of Mill Creek Demolition Permit,
- Capping of all holes within the exposed concrete slab after demolition,
- Cleaning and disposing of all debris from the site.
- Protection of trees and other items noted in the Contract plans and/or not noted specifically for removal.

**Bid Item No. 7 – Remove Existing Chain Link Fence and Sliding Gate (2-02)**

“Remove Existing Chain Link Fence” shall be measured by the linear foot along the fence removal through gate(s), posts, and other fence appurtenances.

“Remove Existing Chain Link Fence and Sliding Gate”, linear foot.

Payment for “Remove Existing Chain Link Fence and Sliding Gate” shall include all labor, materials and equipment costs to entirely remove the fence, posts, slats, rails, mesh, gates, and all associated appurtenances, at the locations shown on the plans and as directed by the engineer.

**Bid Item No. 8 – Erosion Control and Water Pollution Prevention (8-01)**

No specific unit of measurement will apply to the lump sum item of temporary water pollution and erosion prevention.

“Erosion Control and Water Pollution Prevention,” lump sum.

The lump sum contract price for “Erosion Control and Water Pollution Prevention” shall be full payment for all costs associated with the Work complying with the items described in this Section, including but not limited to:

- preparation and implementation of a modified TESC plan as provided in subsection 8-01.3(1)A
- ESC lead
- Installing and maintaining inlet protection, wattles, silt fencing and other measures as shown in the plans and described in Section 8-01.3
- furnishing, installing and maintaining the TESC as shown or described in the Plans.

In the event that installation of BMPs other than those shown on the Plans or described herein are required due to field and weather conditions, or jurisdictional agency requirements, and such BMP's are approved by the Engineer, then such Work will be measured and paid for under the bid Proposal item "Minor Change."

**Bid Item No. 9 - Black Vinyl Coated Chain Link Fence – 6 Ft. (8-12)**

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

"Black Vinyl Coated Chain Link Fence – 6 Ft.", per linear foot.

All costs associated with the installation of the "Black Vinyl Coated Chain Link Fence – 6 Ft." shall include but not be limited to, fence posts, fence rails, fence fabric, fasteners, bolts, nuts, screws, washers, bands, bars, locks, vinyl coating, site signing, barbed wire, foundations, excavation, removal of asphalt, concrete, and all additional materials required to install a complete and fully functional system as shown on the plans, district standard plans and/or called out herein.

**Bid Item No. 10 – Double 14 Ft. Black Vinyl Coated Chain Link Swing Gate – 6 Ft (8-12)**

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

"Double 14 Ft. Black Vinyl Coated Chain Link Swing Gate – 6 Ft.", per each.

All costs associated with the installation of the "Black Vinyl Coated Chain Link Swing Gate – 6 Ft." shall include but not be limited to, fence posts, fence rails, fence fabric, fasteners, bolts, nuts, screws, washers, bands, bars, locks, vinyl coating, site signing, barbed wire, foundations, excavation, concrete, and all additional materials required to install a complete and fully functional system as shown on the plans, district standard plans and/or called out herein.

**Bid Item No. 11 – Temporary Chain Link Fence (8-12)**

"Temporary Chain Link Fence" shall be measured per linear foot of temporary fence installed.

"Temporary Chain Link Fence," per linear foot.

Payment for "Temporary Chain Link Fence" shall include all labor, materials, and equipment costs necessary to furnish, install and maintain a temporary chain link fence to fully close off access to the work area during non-work hours for the duration of the project.

**END OF DIVISION 10**

**END OF SECTION**

# VII - APPENDICES

**APPENDIX A**  
**ASBESTOS SURVEY REPORT**

# SEATTLE ASBESTOS TEST, LLC

NVLAP ACCREDITATION LAB CODES: 200768-0,  
200876-0

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Facebook: www.facebook.com/seattleasbestostest

AHERA Inspector Number:  
1085

Batch#: 201414407

Property Location: 2210 132nd St SE, Mill Creek, WA 98012

## ASBESTOS SURVEY REPORT

### Property Location:

2210 132nd St SE, Mill Creek, WA 98012

### Prepared For:

Ms, Kim Mason-Hatt  
Ms, Kim Mason-Hatt  
15728 Main St, Mill Creek, WA 98012

### Prepared By:

Steve (Fanyao) Zhang  
AHERA Cert. 145951; expiration date: 03/12/2015  
Seattle Asbestos Test, LLC  
19701 Scriber Lake Road, Suite 103, Lynnwood, WA 98036

Inspection Date:

8/22/2014

Report Date:

8/27/2014

Note: Summary information for asbestos at named property can be found in "Conclusions" section of the report, in the floor plans, or in table 3, Nature and Distribution of Asbestos. A "Point Count Supplement", if attached, may change the original asbestos percentage.

# SEATTLE ASBESTOS TEST

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AHERA Cert. 145951;  
expiration date: 03/12/2015

Batch#: 201414407

Property Location: 2210 132nd St SE, Mill Creek, WA 98012

## Purpose/Scope of Survey

This survey is intended to investigate, sample and test ACM in accordance with 40 CFR 763.86, the EPA regulations for Asbestos Hazard Emergency Response Act (AHERA). The client named will use this report to meet their regulatory requirements in their project.

## Methodology/Findings

Inspection, sampling and assessment procedures were performed in general accordance with the AHERA guidelines published by the U.S. EPA in 40 CFR Part 763 subpart E, October 30, 1987. The survey include three integrated tasks: visual inspection, sampling and quantification. Special attention should be paid to the following: material classification, recognizing of homogeneous areas, differentiation between friable and nonfriable asbestos, and interpretation of testing results.

## Material classification

There are three main kinds of material according to EPA sampling guidelines. They are Surfacing Material, Thermal system Insulation, and Miscellaneous material. The classification bears implications for number of samples to be taken. For Surfacing material, there's the 3-5-7 rule, meaning 3 samples from less than 1,000 square feet area, 5 samples from 1,000 to 5,000 square feet area, and 7 samples from greater than 5,000 square feet area. For Thermal system material, with some exceptions, 3 samples should be taken for each homogeneous area. For Miscellaneous material, at least one sample should be taken from each homogeneous material.

Table 1 shows the types of material recognized during the survey, and the following is a tabulated summary of the material types:

Total Miscellaneous Material ----->	63
Total Thermal System Insulations (TSI) ----->	0



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Total Surfacing Material

1

## Homogeneous Areas

Homogeneous material means an area of surfacing material, thermal system insulation material or miscellaneous material that is uniform in color and texture. It should be pointed out that materials appear to be homogeneous and adjacent to each other may in fact have different contents in terms of asbestos, and only laboratory testing will decide whether they are really the same homogeneous area.

Table 2 shows the identified homogeneous areas for this survey.

Total homogeneous areas

33

For each homogeneous area, its representative location and sample number are given in the table.

## Friable vs. Non friable

A material that contains asbestos is friable if the material, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure, and includes previously non-friable material after such previous nonfriable material becomes damaged to the extent that it meets the criteria as a friable material.

The term friable during an AHERA asbestos survey applies only to ACM, and table 3 shows friable ACMs and nonfriable ACMs during this survey.

Total ACM found on the property

0

## Laboratory Testing Results



# SEATTLE ASBESTOS TEST

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Analytical testing is done in house in Seattle Asbestos Test, which is a NVLAP Accredited lab and participates in PAT rounds administered by NVLAP. Seattle Asbestos Test has over 20 years of analytical testing experience among its key analysts, and it conducts extensive inter- and intra- laboratory QA/QC testing.

The method of testing employed are polarized light microscopy, or PLM. For QC purposes, one in every ten samples are analyzed as duplicate and check samples are randomly cross-analyzed by different analysts

Table 4 is the test results for the samples taken during the survey. For each sample, it is sub-divided into layers if the sample is separable, and each layer is then prepared into slides and analyzed separately. Each layer is also described to show its color, and nature, so that it provides a check to the homogeneous area classification done on site. Different from the lab report format, which is listed in the appendices, Table 4 also shows the location of each sample, and the material as seen by the inspector on-site. This kind cross-reference enhances degree of certainty to the final report.

The following is a tabulated summary

Total number of samples	46
----->	
Total number of layers	76
----->	

## Conclusions

No ACM was found on the client property during the inspection. Inspection wasn't performed on the exterior of the properties, nor the roofing per client request. Only the front portion of 2210-B was inspected per client request.

## Limitations

# SEATTLE ASBESTOS TEST

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Property Location: 2210 132nd St SE, Mill Creek, WA 98012

Major limitations of this survey are: (1) it's impossible to sample every inch of building material by the method called, (2) sample appears the same, i.e., homogeneous may in fact be different in terms of asbestos containing, (3) concealed or difficult-to-access materials, such as underground constructions, areas under vast carpeted spaces where it is difficult to reveal everything under the carpet, materials inside walls, or under plywood if destructive sampling is not possible, building foundations, floor substrates, live electric wires, crawl spaces, areas where the inspector has no access, and debris pile from burning can not be adequately sampled, (4) random sampling scheme called by the method may skip areas that contains asbestos, and (5) measurements of area, length and size are all estimated, and should not be relied on for bidding purposes.

As such, materials that are not addressed in this survey should be assumed ACM and should be treated as such unless additional samples were taken and tested otherwise. Any effort for additional survey that may take place after the release of this report should be in the form of an addenda.

This report is for the exclusive use of Client named and their representatives. The inspection and the report follow the general guidance recommended by AHERA, and no any other warranty, express or implied, is made. Any unauthorized use or use of this report beyond its scope are strictly prohibited, and Seattle Asbestos Test, LLC and its inspectors resume no liability.

Respectfully Submitted,

Steve (Fanyao) Zhang



# SEATTLE ASBESTOS TEST

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expiration date: 03/12/2015

Batch#: 201414407

Property Location: 2210 132nd St SE, Mill Creek, WA 98012

## Appendices

Table 1: Types of Material

Table 2: Homogeneous Areas

Table 3: Nature and Distribution of Asbestos

Table 4: Analytical Testing Results

Floor Plans

Laboratory Analytical Report & Chain of Custody

\* Table 3 not attached because no ACM was found



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Batch#: 201414407

Property Location: 2210 132nd St SE, Mill Creek, WA 98012

Table 1: Types of Material

76 Total Material Type

SAMPLE NUMBER	LAYER	MATERIAL TYPE	MATERIAL DESCRIPTION	LOCATION
1	1	M-001	Blue/gray woven fibrous material	Room One
	2	M-002	Beige mastic	Room One
2	1	M-003	Gray hard sandy/brittle material with trace mastic	Room One
3	1	M-004	White powdery material with paint	Room One
	2	M-005	White chalky material with paper	Room One
4	1	M-006	Gray rubbery material	Room One
	2	M-007	Beige mastic	Room One
	3	M-008	Brown paper with paint	Room One
5	1	M-009	Gray fibrous material with paint	Room One
6	1	M-010	Beige/gray sheet vinyl	Ladies
	2	M-011	Gray fibrous material with mastic	Ladies
7	1	M-012	Trace white powdery material with paint	Ladies
	2	M-013	White chalky material with paper	Mens
8	1	M-014	Trace white powdery material with paint	Mens
	2	M-015	White chalky material with paper	Mens
9	1	M-016	Beige sheet vinyl	Mens
	2	M-017	Gray fibrous material with mastic	Mens
10	1	M-018	White chalky material with paint and paper	Storage
11	1	M-019	Gray woven fibrous material	Room Two
	2	M-020	Beige mastic	Room Two
12	1	M-021	White powdery material with paint	Room Two
	2	M-022	White chalky material with paper	Room Two
13	1	SM-001	White soft lumpy material with paint	Room Two
	2	M-024	Brown paper	Room Two
14	1	SM-001	White soft lumpy material with paint	Room Two
15	1	SM-001	White soft lumpy material with paint	Room Six
16	1	SM-001	White soft lumpy material with paint	Room Six
17	1	SM-001	White soft lumpy material with paint	Room Six
	2	M-029	Trace brown paper	Room Six
18	1	SM-001	White soft lumpy material with paint	Room Six
19	1	SM-001	White soft lumpy material with paint	Room Six
20	1	M-032	Blue/gray woven fibrous material	Room Five
	2	M-033	Yellow mastic	Room Five
21	1	M-034	White brittle material with mastic	Room Five
	2	M-035	Gray sandy/brittle material	Room Five
22	1	M-036	Trace white powdery material with paint	Room Five
	2	M-037	White chalky material with paper	Room Five
23	1	SM-001	White soft lumpy material with paint	Room Five
24	1	SM-001	White soft lumpy material with paint	Room Five
25	1	SM-001	White soft lumpy material with paint	Room Five
26	1	SM-001	White soft lumpy material with paint	Room Four
27	1	SM-001	White soft lumpy material with paint	Room Four
	2	M-043	Brown paper	Room Four



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AHERA Cert. 145951; expiration date: 03/12/2015

Batch#: 201414407

Property Location: 2210 132nd St SE, Mill Creek, WA 98012

Table 1: Types of Material

76 Total Material Type

SAMPLE NUMBER	LAYER	MATERIAL TYPE	MATERIAL DESCRIPTION	LOCATION
28	1	SM-001	White soft lumpy material with paint	Room Four
29	1	M-045	Trace white powdery material with paint	Room Four
	2	M-046	Trace white chalky material with paper	Room Four
30	1	M-047	Gray sheet vinyl	Storage Two
	2	M-048	Gray fibrous material with mastic	Storage Two
	3	M-049	Gray sandy/brittle material	Storage Two
31	1	M-050	Gray/black sheet vinyl	Mens Two
	2	M-051	Gray fibrous material with mastic	Mens Two
32	1	M-052	Gray/beige sheet vinyl	Ladies Two
	2	M-053	Gray fibrous material with mastic	Ladies Two
33	1	M-054	Blue woven fibrous material	Room Eight
	2	M-055	Beige mastic	Room Eight
34	1	M-056	Gray sandy/brittle material	Room Eight
35	1	M-057	Trace white powdery material with paint	Room Eight
	2	M-058	White chalky material with paper	Room Eight
36	1	M-059	Dark gray fibrous material with paint	Room Eight
37	1	M-060	Pink fibrous material	Room Eight
38	1	M-061	Gray tile	Hall Two
	2	M-062	Black mastic	Hall Two
39	1	M-063	White powdery material with paint	Hall Two
	2	M-064	White chalky material with paper	Hall Two
40	1	M-065	Black rubbery material	Hall Two
	2	M-066	Beige mastic	Hall Two
	3	M-067	Trace white powdery material with paint	Hall Two
41	1	M-068	White powdery material with paint	Room Nine
	2	M-069	Off-white chalky material with paper	Room Nine
42	1	M-070	Gray tile	Room Nine
	2	M-071	Black mastic	Room Nine
43	1	M-072	Dark gray fibrous material with trace paint	Room Nine
44	1	M-073	White powdery material	Mech
	2	M-074	Off-white chalky material with paper	Mech
45	1	M-075	Gray tile	Rest + Locker
	2	M-076	Black mastic	Rest + Locker

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 Website: www.seattleasbestostest.com, Email: admin@seattleasbestostest.com,  
 Facebook: www.facebook.com/seattleasbestostest

AHERA Cert. 145951;  
 expiration date: 03/12/2015

Batch#: 201414407

Property Location: 2210 132nd St SE, Mill Creek, WA 98012

Total Homogeneous  
 Areas

33

Table 2: Homogeneous Areas

SAMPLE NUMBER	LAYER	SAMPLE DESCRIPTION	SAMPLE LOCATIONS
1,4,11,33,40	2	Beige mastic	Various
9	1	Beige sheet vinyl	Mens
6	1	Beige/gray sheet vinyl	Ladies
38,42,45	2	Black mastic	Various
40	1	Black rubbery material	Hall Two
33	1	Blue woven fibrous material	Room Eight
1,20	1	Blue/gray woven fibrous material	Various
13,27	2	Brown paper	Various
4	3	Brown paper with paint	Room One
36	1	Dark gray fibrous material with paint	Room Eight
43	1	Dark gray fibrous material with trace paint	Room Nine
6,9,30,31,32	2	Gray fibrous material with mastic	Various
5	1	Gray fibrous material with paint	Room One
2	1	Gray hard sandy/brittle material with trace mastic	Room One
4	1	Gray rubbery material	Room One
21,30,34	2	Gray sandy/brittle material	Various
30	1	Gray sheet vinyl	Storage Two
38,42,45	1	Gray tile	Various
11	1	Gray woven fibrous material	Room Two
32	1	Gray/beige sheet vinyl	Ladies Two
31	1	Gray/black sheet vinyl	Mens Two
41,44	2	Off-white chalky material with paper	Various
37	1	Pink fibrous material	Room Eight
17	2	Trace brown paper	Room Six
29	2	Trace white chalky material with paper	Room Four
7,8,22,29,35,40	1	Trace white powdery material with paint	Various
21	1	White brittle material with mastic	Room Five
10	1	White chalky material with paint and paper	Storage
3,7,8,12,22,35,39	2	White chalky material with paper	Various
44	1	White powdery material	Mech
3,12,39,41	1	White powdery material with paint	Various
13,14,15,16,17,18,19,23,24,25,26,27,28	1	White soft lumpy material with paint	Various
20	2	Yellow mastic	Room Five



# SEATTLE ASBESTOS TEST, LLC

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AHERA Cert. 145951;  
 expiration date: 03/12/2015

Batch#: 201414407

Property Location: 2210 132nd St SE, Mill Creek, WA 98012

Table 4: Analytical Testing Results

76 Total Layers

SAMPLE NUMBER	LAYER	DESCRIPTION	MATERIAL TYPE	SAMPLE LOCATION	ASBESTOS TYPE	%
1	1	Blue/gray woven fibrous material	M-001	Room One	None detected	
	2	Beige mastic	M-002	Room One	None detected	
2	1	Gray hard sandy/brittle material with trace mastic	M-003	Room One	None detected	
3	1	White powdery material with paint	M-004	Room One	None detected	
	2	White chalky material with paper	M-005	Room One	None detected	
4	1	Gray rubbery material	M-006	Room One	None detected	
	2	Beige mastic	M-007	Room One	None detected	
	3	Brown paper with paint	M-008	Room One	None detected	
5	1	Gray fibrous material with paint	M-009	Room One	None detected	
6	1	Beige/gray sheet vinyl	M-010	Ladies	None detected	
	2	Gray fibrous material with mastic	M-011	Ladies	None detected	
7	1	Trace white powdery material with paint	M-012	Ladies	None detected	
	2	White chalky material with paper	M-013	Ladies	None detected	
8	1	Trace white powdery material with paint	M-014	Mens	None detected	
	2	White chalky material with paper	M-015	Mens	None detected	
9	1	Beige sheet vinyl	M-016	Mens	None detected	
	2	Gray fibrous material with mastic	M-017	Mens	None detected	
10	1	White chalky material with paint and paper	M-018	Storage	None detected	
11	1	Gray woven fibrous material	M-019	Room Two	None detected	
	2	Beige mastic	M-020	Room Two	None detected	
12	1	White powdery material with paint	M-021	Room Two	None detected	
	2	White chalky material with paper	M-022	Room Two	None detected	
13	1	White soft lumpy material with paint	SM-001	Room Two	None detected	
	2	Brown paper	M-024	Room Two	None detected	
14	1	White soft lumpy material with paint	SM-001	Room Two	None detected	
15	1	White soft lumpy material with paint	SM-001	Room Two	None detected	
16	1	White soft lumpy material with paint	SM-001	Room Six	None detected	
17	1	White soft lumpy material with paint	SM-001	Room Six	None detected	
	2	Trace brown paper	M-029	Room Six	None detected	
18	1	White soft lumpy material with paint	SM-001	Room Six	None detected	
19	1	White soft lumpy material with paint	SM-001	Room Six	None detected	
20	1	Blue/gray woven fibrous material	M-032	Room Five	None detected	
	2	Yellow mastic	M-033	Room Five	None detected	
21	1	White brittle material with mastic	M-034	Room Five	None detected	
	2	Gray sandy/brittle material	M-035	Room Five	None detected	
22	1	Trace white powdery material with paint	M-036	Room Five	None detected	
	2	White chalky material with paper	M-037	Room Five	None detected	
23	1	White soft lumpy material with paint	SM-001	Room Five	None detected	
24	1	White soft lumpy material with paint	SM-001	Room Five	None detected	
25	1	White soft lumpy material with paint	SM-001	Room Five	None detected	
26	1	White soft lumpy material with paint	SM-001	Room Four	None detected	
27	1	White soft lumpy material with paint	SM-001	Room Four	None detected	
	2	Brown paper	M-043	Room Four	None detected	



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AHERA Cert. 145951; expiration date: 03/12/2015

Batch#: 201414407

Property Location: 2210 132nd St SE, Mill Creek, WA 98012

Table 4: Analytical Testing Results

76 Total Layers

SAMPLE NUMBER	LAYER	DESCRIPTION	MATERIAL TYPE	SAMPLE LOCATION	ASBESTOS TYPE	%
28	1	White soft lumpy material with paint	SM-001	Room Four	None detected	
29	1	Trace white powdery material with paint	M-045	Room Four	None detected	
	2	Trace white chalky material with paper	M-046	Room Four	None detected	
30	1	Gray sheet vinyl	M-047	Storage Two	None detected	
	2	Gray fibrous material with mastic	M-048	Storage Two	None detected	
	3	Gray sandy/brittle material	M-049	Storage Two	None detected	
31	1	Gray/black sheet vinyl	M-050	Mens Two	None detected	
	2	Gray fibrous material with mastic	M-051	Mens Two	None detected	
32	1	Gray/beige sheet vinyl	M-052	Ladies Two	None detected	
	2	Gray fibrous material with mastic	M-053	Ladies Two	None detected	
33	1	Blue woven fibrous material	M-054	Room Eight	None detected	
	2	Beige mastic	M-055	Room Eight	None detected	
34	1	Gray sandy/brittle material	M-056	Room Eight	None detected	
35	1	Trace white powdery material with paint	M-057	Room Eight	None detected	
	2	White chalky material with paper	M-058	Room Eight	None detected	
36	1	Dark gray fibrous material with paint	M-059	Room Eight	None detected	
37	1	Pink fibrous material	M-060	Room Eight	None detected	
38	1	Gray tile	M-061	Hall Two	None detected	
	2	Black mastic	M-062	Hall Two	None detected	
39	1	White powdery material with paint	M-063	Hall Two	None detected	
	2	White chalky material with paper	M-064	Hall Two	None detected	
40	1	Black rubbery material	M-065	Hall Two	None detected	
	2	Beige mastic	M-066	Hall Two	None detected	
	3	Trace white powdery material with paint	M-067	Hall Two	None detected	
41	1	White powdery material with paint	M-068	Room Nine	None detected	
	2	Off-white chalky material with paper	M-069	Room Nine	None detected	
42	1	Gray tile	M-070	Room Nine	None detected	
	2	Black mastic	M-071	Room Nine	None detected	
43	1	Dark gray fibrous material with trace paint	M-072	Room Nine	None detected	
44	1	White powdery material	M-073	Mech	None detected	
	2	Off-white chalky material with paper	M-074	Mech	None detected	
45	1	Gray tile	M-075	Rest + Locker	None detected	
	2	Black mastic	M-076	Rest + Locker	None detected	



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Batch#: 201414407

Property Location: 2210 132nd St SE, Mill Creek, WA 98012

## FLOOR PLAN AND SAMPLING SCHEME - 1

2210A

Room Six	Room Seven	Room Five 20 21 22			
16 17	Lad-ies	23 24 25			
18 19	Sto-rage	Room Four	26 27		
	Two Two		28 29		
	32	Room Three			
	Mens				
	Two				
	31				
Room Two	Room Two	Sto-rage	Hall	Ladies	Mens
		a	l	6	8
	11 12	10	l	7	9
	13 14	Room One			
	15	1	2	3	
		4	5		

2210B - Front portion

Room Eight	33 34 35
	36 37
Hall Two	Rest + Locker
38 39	45
40	Mech
	44
Room Nine	
41 42	
43	

Note: (1) Positive samples in bold face and underlined, (2) Map not exact, not in scale

# SEATTLE ASBESTOS TEST

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Seattle Laboratory: 4500 9th Ave. NE, Suite 300, Seattle, WA 98105,  
Tel: 206.633.1111, Fax: 206.633.4747

## ANALYTICAL LABORATORY REPORT PLM by Method EPA/600/R-93/116

Attn.: Ms, Kim Mason-Hatt  
Job#: N/A  
Samples Rec'd: 46

Client: Ms, Kim Mason-Hatt  
Batch#: 201414407  
Date Analyzed: 8/26/2014

Address: 15728 Main St, Mill Creek, WA 98012  
Date Received: 8/25/2014  
Samples Analyzed: 46

Project Loc.: 2210 132nd St SE, Mill Creek,  
WA 98012

Analyzed by: Ci Ci Xu / Yui Yang

Reviewed by: Steve (Fanyao) Zhang, President

Lab ID	Client Sample ID	Layer	Description	%	Asbestos Fibers	Non-fibrous Components	%	Non-asbestos Fibers
1	1	1	Blue/gray woven fibrous material		None detected	Filler, Binder	83	Synthetic fibers
		2	Beige mastic		None detected	Mastic/binder	2	Cellulose
2	2	1	Gray hard sandy/brittle material with trace mastic		None detected	Sand, Filler, Mastic/binder	4	Cellulose
3	3	1	White powdery material with paint		None detected	Binder/filler, Paint	3	Cellulose
		2	White chalky material with paper		None detected	Binder/filler, Gypsum/binder	25	Cellulose
4	4	1	Gray rubbery material		None detected	Rubber/binder	2	Cellulose
		2	Beige mastic		None detected	Mastic/binder	2	Cellulose
		3	Brown paper with paint		None detected	Filler, Paint	71	Cellulose
5	5	1	Gray fibrous material with paint		None detected	Paint, Filler, Perlite, Glass beads	60	Cellulose, Glass fibers
6	6	1	Beige/gray sheet vinyl		None detected	Vinyl/binder		None detected
		2	Gray fibrous material with mastic		None detected	Binder/filler, Mastic/binder	65	Cellulose
7	7	1	Trace white powdery material with paint		None detected	Binder/filler, Paint	2	Cellulose
		2	White chalky material with paper		None detected	Binder/filler, Gypsum/binder	28	Cellulose
8	8	1	Trace white powdery material with paint		None detected	Binder/filler, Paint	2	Cellulose
		2	White chalky material with paper		None detected	Binder/filler, Gypsum/binder	23	Cellulose
9	9	1	Beige sheet vinyl		None detected	Vinyl/binder		None detected
		2	Gray fibrous material with mastic		None detected	Binder/filler, Mastic/binder	59	Cellulose
10	10	1	White chalky material with paint and paper		None detected	Binder/filler, Gypsum/binder, Paint	37	Cellulose
11	11	1	Gray woven fibrous material		None detected	Filler, Binder	89	Synthetic fibers
		2	Beige mastic		None detected	Mastic/binder	2	Cellulose



# SEATTLE ASBESTOS TEST

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Tel: 206.633.1111, Fax: 206.633.4747

## ANALYTICAL LABORATORY REPORT PLM by Method EPA/600/R-93/116

Attn.: Ms, Kim Mason-Hatt  
Job#: N/A  
Samples Rec'd: 46

Client: Ms, Kim Mason-Hatt  
Batch#: 201414407  
Date Analyzed: 8/26/2014

Address: 15728 Main St, Mill Creek, WA 98012  
Date Received: 8/25/2014  
Samples Analyzed: 46

Project Loc.: 2210 132nd St SE, Mill Creek,  
WA 98012

Analyzed by: Ci Ci Xu / Yui Yang

Reviewed by: Steve (Fanyao) Zhang, President

Lab ID	Client Sample ID	Layer	Description	%	Asbestos Fibers	Non-fibrous Components	%	Non-asbestos Fibers
12	12	1	White powdery material with paint		None detected	Binder/filler, Paint	4	Cellulose
		2	White chalky material with paper		None detected	Binder/filler, Gypsum/binder	25	Cellulose
13	13	1	White soft lumpy material with paint		None detected	Synthetic foam, Filler, Binder, Paint	3	Cellulose
		2	Brown paper		None detected	Filler	70	Cellulose
14	14	1	White soft lumpy material with paint		None detected	Synthetic foam, Filler, Binder, Paint	4	Cellulose
15	15	1	White soft lumpy material with paint		None detected	Synthetic foam, Filler, Binder, Paint	5	Cellulose
16	16	1	White soft lumpy material with paint		None detected	Synthetic foam, Filler, Binder, Paint	3	Cellulose
17	17	1	White soft lumpy material with paint		None detected	Synthetic foam, Filler, Binder, Paint	4	Cellulose
		2	Trace brown paper		None detected	Filler	66	Cellulose
18	18	1	White soft lumpy material with paint		None detected	Synthetic foam, Filler, Binder, Paint	2	Cellulose
19	19	1	White soft lumpy material with paint		None detected	Synthetic foam, Filler, Binder, Paint	3	Cellulose
20	20	1	Blue/gray woven fibrous material		None detected	Filler, Binder	85	Synthetic fibers
		2	Yellow mastic		None detected	Mastic/binder	4	Cellulose
21	21	1	White brittle material with mastic		None detected	Filler, Mastic/binder	2	Cellulose
		2	Gray sandy/brittle material		None detected	Sand, Filler, Binder	3	Cellulose
22	22	1	Trace white powdery material with paint		None detected	Binder/filler, Paint	3	Cellulose
		2	White chalky material with paper		None detected	Binder/filler, Gypsum/binder	21	Cellulose
23	23	1	White soft lumpy material with paint		None detected	Synthetic foam, Filler, Binder, Paint	5	Cellulose
24	24	1	White soft lumpy material with paint		None detected	Synthetic foam, Filler, Binder, Paint	4	Cellulose
25	25	1	White soft lumpy material with paint		None detected	Synthetic foam, Filler, Binder, Paint	3	Cellulose
26	26	1	White soft lumpy material with paint		None detected	Synthetic foam, Filler, Binder, Paint	2	Cellulose
27	27	1	White soft lumpy material with paint		None detected	Synthetic foam, Filler, Binder, Paint	4	Cellulose
		2	Brown paper		None detected	Filler	75	Cellulose

# SEATTLE ASBESTOS TEST

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Address: 15728 Main St, Mill Creek, WA 98012  
Date Received: 8/25/2014  
Samples Analyzed: 46

Project Loc.: 2210 132nd St SE, Mill Creek,  
WA 98012

Analyzed by: Ci Ci Xu / Yui Yang

Reviewed by: Steve (Fanyao) Zhang, President

Lab ID	Client Sample ID	Layer	Description	%	Asbestos Fibers	Non-fibrous Components	%	Non-asbestos Fibers
28	28	1	White soft lumpy material with paint		None detected	Synthetic foam, Filler, Binder, Paint	3	Cellulose
29	29	1	Trace white powdery material with paint		None detected	Binder/filler, Paint	2	Cellulose
		2	Trace white chalky material with paper		None detected	Binder/filler, Gypsum/binder	21	Cellulose
30	30	1	Gray sheet vinyl		None detected	Vinyl/binder		None detected
		2	Gray fibrous material with mastic		None detected	Binder/filler, Mastic/binder	65	Cellulose
		3	Gray sandy/brittle material		None detected	Sand, Filler, Binder	2	Cellulose
31	31	1	Gray/black sheet vinyl		None detected	Vinyl/binder		None detected
		2	Gray fibrous material with mastic		None detected	Binder/filler, Mastic/binder	69	Cellulose
32	32	1	Gray/beige sheet vinyl		None detected	Vinyl/binder		None detected
		2	Gray fibrous material with mastic		None detected	Binder/filler, Mastic/binder	60	Cellulose
33	33	1	Blue woven fibrous material		None detected	Filler, Binder	84	Synthetic fibers
		2	Beige mastic		None detected	Mastic/binder	3	Cellulose
34	34	1	Gray sandy/brittle material		None detected	Sand, Filler, Binder	2	Cellulose
35	35	1	Trace white powdery material with paint		None detected	Binder/filler, Paint	2	Cellulose
		2	White chalky material with paper		None detected	Binder/filler, Gypsum/binder	27	Cellulose, Glass fibers
36	36	1	Dark gray fibrous material with paint		None detected	Paint, Filler, Perlite, Glass beads	65	Cellulose, Glass fibers
37	37	1	Pink fibrous material		None detected	Filler	91	Glass fibers
38	38	1	Gray tile		None detected	Vinyl/binder, Mineral grains, Debris	2	Cellulose
		2	Black mastic		None detected	Mastic/binder	4	Cellulose
39	39	1	White powdery material with paint		None detected	Binder/filler, Paint	5	Cellulose
		2	White chalky material with paper		None detected	Binder/filler, Gypsum/binder	26	Cellulose



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## ANALYTICAL LABORATORY REPORT PLM by Method EPA/600/R-93/116

Attn.: Ms, Kim Mason-Hatt

Client: Ms, Kim Mason-Hatt

Address: 15728 Main St, Mill Creek, WA 98012

Job#: N/A

Batch#: 201414407

Date Received: 8/25/2014

Samples Rec'd: 46

Date Analyzed: 8/26/2014

Samples Analyzed: 46

Project Loc.: 2210 132nd St SE, Mill Creek,  
WA 98012

Analyzed by: Ci Ci Xu / Yui Yang

Reviewed by: Steve (Fanyao) Zhang, President

Lab ID	Client Sample ID	Layer	Description	%	Asbestos Fibers	Non-fibrous Components	%	Non-asbestos Fibers
40	40	1	Black rubbery material		None detected	Rubber/binder	2	Cellulose
		2	Beige mastic		None detected	Mastic/binder	3	Cellulose
		3	Trace white powdery material with paint		None detected	Binder/filler, Paint	2	Cellulose
41	41	1	White powdery material with paint		None detected	Binder/filler, Paint	4	Cellulose
		2	Off-white chalky material with paper		None detected	Binder/filler, Gypsum/binder	20	Cellulose, Glass fibers
42	42	1	Gray tile		None detected	Vinyl/binder, Mineral grains	3	Cellulose
		2	Black mastic		None detected	Mastic/binder	2	Cellulose
43	43	1	Dark gray fibrous material with trace paint		None detected	Paint, Filler, Perlite, Glass beads	67	Cellulose, Glass fibers
44	44	1	White powdery material		None detected	Filler, Binder	5	Cellulose
		2	Off-white chalky material with paper		None detected	Binder/filler, Gypsum/binder	29	Cellulose, Glass fibers
45	45	1	Gray tile		None detected	Vinyl/binder, Mineral grains	4	Cellulose
		2	Black mastic		None detected	Mastic/binder	3	Cellulose

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 Website: www.seattleasbestostest.com, Email: admin@seattleasbestostest.com,  
 Facebook: www.facebook.com/seattleasbestostest  
 Property Location: 2210 132nd St SE, Mill Creek, WA 98012 Job#: N/A

AHERA Cert. 145951;  
 expiration date: 03/12/2015







Batch#: 201414407

Total Number of  
 Samples: 46

## CHAIN OF CUSTODY

Sample Condition: Good \_\_\_\_\_ Damaged \_\_\_\_\_ Severe Damage(Spillage) \_\_\_\_\_

SEQ#	CLIENT SAMPLE #	SAMPLE DESCRIPTION	LAB ID	A/R
1	1-45			
2				
3				
4				
5				
6				
7				
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9				
10				
11				
12				
13				
14				
15				
16				
17				

	Print Name	Signature	Company Name	Date	Time
Sampled:	Steve Zhang		Seattle Asbestos Test	8/25/2014	
Relinquished:	Steve Zhang		Seattle Asbestos Test	8/25/2014	
Delivered:	Steve Zhang		Seattle Asbestos Test	8/25/2014	
Received:	Ci Ci Xu / Yui Yang		Seattle Asbestos Test	8/25/2014	
Analyzed:	Ci Ci Xu / Yui Yang		Seattle Asbestos Test	8/26/2014	
Reported:	Steve Zhang		Seattle Asbestos Test	8/27/2014	

**APPENDIX B**  
**PUGET SOUND CLEAN AIR AGENCY**  
**DEMOLITION NOTIFICATION**

## Notification Case #: 202404014

Owner: **Silver Lake Water and Sewer District, (425) 337-3647**  
Project Address: **2210 132nd Street SE**  
**Mill Creek, WA 98012**  
Contact: **SSmith, (425) 659-2302**  
Mailing Address: **15205 41st Avenue SE**  
**Bothell, WA 98012**



scan for current status

### Project Includes DEMOLITION

Demolition Duration: **12/2/2024 - 12/27/2024**  
Demolition Completed By: **Property Owner**

By submitting this notification:

- I certify that the information I have provided is to the best of my knowledge true and accurate.
- I understand that I must file an amendment to this notification if:
  - The type of project has changed. The project types are asbestos and demolition.
  - The quantity of friable asbestos to be removed meets a larger project category.
  - The project's start or completion date has changed.
- I understand one notification must be filed for each structure. The only exception is for a single-family residence that includes multiple ancillary structures, such as a detached garage or other outbuildings having the same street address. If there is no street address, I have used a building number.
- I understand the fees for this notification are non-refundable and any charge disputes I file that result in a refund of the fees will void this notification.



PUGET SOUND  
Clean Air Agency

(206) 689-4058

asbestos@pscleanair.gov