

INSTRUCTIONS TO BIDDERS

1. TO BE ENTITLED TO CONSIDERATION, PROPOSALS SHALL BE MADE IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS:
2. DEFINITIONS

Bidder. Any person or entity that submits a Qualified Bid in response to the Invitation to Bid.

Qualified Bid. Any bid submitted to Owner in response to the Invitation to Bid issued by Owner and which complies with all other bid requirements, including but not limited to the Specifications for this project. The base bid shall include the cost of all labor, materials, bonds and the cost of all direct purchase orders to be purchased by the Owner. Submission of a Qualified Bid shall not necessarily render the Bidder the lowest, qualified and responsible bidder.

Owner. Pierce County Fire Protection District No. Five (Gig Harbor Fire and Medic One, District) and any authorized representatives thereof.

Architect. Rice Fergus Miller, Inc., and any authorized representatives thereof.

Acceptance. The term acceptance shall mean that time at which Owner indicates that the product, as received, substantially complies with the Instructions to Bidders.

Specifications. The specifications set forth in the Contract Documents for this project.

Instructions to Bidders. This document and AIA A701-2018, incorporated herein by reference, copies of which may be obtained by mailing the American Institute of Architects at 1735 New York Ave NW, Washington DC, 20006, or local chapter offices. In the event of any conflict between this document and AIA A701-2018, *this document shall control*.

Form of Proposal. The Bid Form, otherwise known as the PROPOSAL FORM, attached hereto as part of the Contract Documents.

3. EXAMINATION OF SITE CONDITIONS

Before submitting a proposal, the Bidder shall:

- A. Carefully examine all Contract Documents.
- B. Visit the site of the Work. The submission of a Bid shall be evidence that a site visit and examination of local conditions has been made. Later claims for labor and supplies due to circumstances which may have been uncovered by the above visit and examination shall not be allowed.

- C. Fully inform himself¹ of all existing conditions, limitations, and existing site and surrounding improvements including all items to be removed and protected in the course of executing the Contract.
- D. Rely upon his own judgment in preparing his Proposal.
- E. Include in his Bid a sum sufficient to cover all items required by the Contract.
- F. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered, and as to the requirements of the Contract Documents.
- G. Failure of the bidder to take the above-noted precaution will not release the successful bidder from entering into contracts, nor excuse him from performing the Work in strict accordance with the terms of the Contract. No extra payment will be allowed for additional work due to failure to obtain this information. No statement made by any officer, agent or employee of the Owner in relation to the physical conditions pertaining to the site of the Work will be binding on the Owner.

4. INTERPRETATION OF CONTRACT DOCUMENTS

Any person contemplating submitting a Bid for the proposed contract, who is in doubt as to the true meaning of any part of the Plans, Summary of Work/bid Items, or other proposed Contract Documents, shall submit to the Architect a request for an interpretation. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of the proposed Contract Documents will be made only by a duly issued Addendum. Requests for interpretation must be made in writing. Addenda issued during the time of bidding will be incorporated into the contract. Questions received less than five days prior to bid opening cannot be answered.

The Architect's approval or disapproval of a proposed substitution or modification shall be final and the Architect shall inform the Bidder as to its final decision.

5. LAWS AND REGULATIONS

The bidder is assumed to be familiar with all Federal, State and County laws and regulations, which in any manner affect those engaged or employed in the work, or the materials and equipment used in the proposed work or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof.

¹ Herein, the term "him" or similar iteration shall be deemed a reference to both genders, and may be construed to refer to a corporation, partnership or other legal entity.

Should the Bidder discover any provision in the Drawings, Summary of Work/bid Items or other Contract Document, which is contrary to or inconsistent with any law or regulation, he shall report any such inconsistency forthwith to the Architect. Any required amendment to the Drawings, Summary of Work/bid Items or other Contract Document resulting from such discovery will be revised by a duly issued Addendum.

6. BIDS

Bids shall be submitted in lump sum form, using the Form of Proposal included in the Contract Documents. Bids shall be in a sealed envelope and shall be delivered to the address specified in the Advertisement for Bid no later than the deadline for submittal listed in the Advertisement for Bid. No bid may be withdrawn after the deadline or before the award of contract unless said award is delayed for a period of 60 days.

The submission of a Bid constitutes acceptance by the Bidder of products and procedures specified as sufficient, adequate and satisfactory for completion of the Contract. Bids received after the closing time and receipt for the opening of Bids shall be rejected and may be returned to the Bidder un-opened.

Failure to properly complete the Form of Proposal shall render any submission non-responsive.

7. BID DEPOSIT

As a guarantee of good faith and as required by law, each bid shall be accompanied by a Bid Deposit in the form of a certified check, cashier's check, or surety bond, payable to the order of Pierce County Fire Protection District No. Five, for an amount not less than (5%) five percent of the total amount of the bid.

Unsuccessful bidders shall have their Bid Deposit returned within 30 working days of contract execution by the successful bidder.

8. RETAINAGE

Pursuant to RCW 60.28, the District will retain five percent (5%) of the moneys earned by the contractor on any estimates during the progress of the improvement or work, as a trust fund for the protection and payment of claims of persons arising under the contract and the state for taxes duly imposed pursuant to law. The retainage and all other provisions of RCW 60.28 shall be followed by the District in administering this contract.

9. EVIDENCE OF QUALIFICATION

A bidder whose Proposal is under consideration shall, upon request, promptly furnish satisfactory evidence of his financial resources, his experience, and the organization and equipment he has available for the performance of the Contract. The competency and responsibility of the Bidder will be considered in making the "Award of Contract". The party submitting a Proposal shall be registered with the state of Washington as a general

contractor (in accordance with CHAPTER 18.27 RCW) and shall furnish state registration number and local permits as required by the Contract Documents.

To be determine whether the Bidder is the lowest, qualified and responsible bidder, the Owner may consider the Bidder's experience, skill, facility, previous work standing and reputation, capacity and ability to handle work in addition to that in progress, and the quality and efficiency of construction plans and equipment proposed to be used on the Project; and the Owner shall consider whether the Bidder is responsible as per the criteria set forth under RCW 39.04.350 (1).

10. EXECUTION OF PROPOSAL FORMS

The PROPOSAL FORM invites bids on definite Plans and Summary of Work/bid Items. Only the amounts and information asked for on the PROPOSAL FORM furnished will be considered as the BID. Each Bidder shall bid upon the Work exactly as described by the Contract Documents, and as provided for in the PROPOSAL FORM. The Bidder shall bid upon all Alternate Bid and/or Unit Price items requested on the PROPOSAL FORM as provided herein.

A. Form of Proposal:

The Bidder shall submit his proposal on the forms furnished in the Bid Document package. **All blank spaces in the PROPOSAL FORM shall be properly filled in.** All Form of Proposal bid amounts shall be stated in "words" and in "numerical figures".

All Bid Amounts shall be "typed" or "written" in ink.

No oral proposals will be considered or accepted.

B. Prohibition of Alterations:

Except as otherwise provided herein. Proposals which are incomplete, which are conditioned in any way, which contain erasures, alterations, items not called for in the Proposal, or which are not in conformity to the law, may be rejected as non-responsive.

C. Proposal Sums:

Any sum of money written in by the Bidder on the PROPOSAL FORM shall cover all Work and costs identified by the bid item description as defined by the Contract Documents, together with any Addenda thereto. All Bid Proposal Sums furnished by the bidder shall include all "Direct and "Indirect" costs of labor, material, equipment, overhead, profit, and any form of compensation sufficient to complete all of the Work under each particular description.

When bidding an Alternate Bid Item for which there is no charge or no change from the Base Bid Amount, the Bidder shall write in the words “NO CHARGE” in the space provided.

No Washington State Sales Tax shall be included in the Proposal Sums.

D. Taxes:

Any sum of money written in by the Bidder on the Proposal Form, and any agreed variations thereof, shall include all taxes imposed by law, **excepting** only Washington State Sales Tax. Washington State Sales Tax will be collected from the Owner and shall be paid to the State of Washington by the contractor in conformance with the law. The contractor shall furnish the Owner with proof of payment of all taxes required by law.

E. Signatures:

If the Proposal is made by a partnership, it shall be so stated and it shall contain the names of each partner and shall be signed in the firm name, followed by the signatures of the partners. If the Proposal is made by a corporation, it shall be signed in the legal name of the corporation, followed by the written signature of the officer signing, followed below by the typed name of the signing officer and the printed or typewritten designation of the office he or she holds in the corporation. The address of the Bidder shall be typed or printed on the Form of Proposal in the space provided.

F. Registration Numbers:

Bidder’s Washington State Contractor’s License Registration number shall be stated in the space provided.

G. Sub-Contractors

Each Bidder shall submit as part of the Form of Proposal a list of sub-contractors for each major branch of work itemized or described in the specifications for this Project. Listing of a sub-contractor in the Form of Proposal shall constitute the Bidder’s certification that the sub-contractor is responsible and has in current employment skilled staff, and possesses the necessary equipment to accomplish the work requested.

Changing subcontractors from those listed in the Form of Proposal is prohibited unless the Bidder provides grounds for such a change that are consistent with the Instructions to Bidders. Said change shall be accompanied by a written explanation by the Bidder as well as a written release from the listed subcontractor. An unjustifiable change of subcontractors may invalidate the bid. Any change in subcontractors must be provided to the Owner within ten working days of bid opening.

11. SUBMISSION OF PROPOSAL

No oral proposals will be considered.

All Forms of Proposal shall be submitted in accordance with the requirements of the Advertisement to Bid and Instruction to Bidders, Special Conditions and General Conditions.

12. MODIFICATION AND WITHDRAWAL OF PROPOSAL

Prior to closing time for receipt of proposals, any Bidder may modify or withdraw his Proposal. All such modifications or withdrawals must be made in writing on the Bidder's company letterhead and over the signature of the Bidder. Any modification must be received by Owner three working days prior to bid opening. The Bidder must indicate what provision of the previous proposal is being modified and clearly identify any labor, materials and equipment cost changes resulting from the modification. Modifications must be mailed to the same address above enumerated in Section 11 or as set forth in the Advertisement for Bid.

13. SUBSTITUTIONS

Bids shall be based upon the materials and equipment names in the Contract Documents.

14. ACCEPTANCE OR REJECTION OF PROPOSAL

The Owner reserves the right to reject any and/or all Proposals. The Owner also reserves the right to waive any informality in conjunction with said Proposal or Bids. If the proposal includes a supplemental schedule of predetermined unit prices for labor and material, or other Items for the purpose of establishing a cost basis on unforeseen contract changes, the Owner reserves the right to reject, without impairing the balance of the proposal, any or all predetermined unit prices on such supplemental schedules which the Owner may consider excessive or unreasonable. The Owner reserves the right to award the contract to the lowest, qualified and responsible bidder and is therefore not obligated to accept the low bid.

15. CONFLICTS OF INTEREST

Bidders must certify that no officer, agent, or employee of Pierce County Fire Protection District 5 who has participated in the contract negotiations on the part of Pierce County Fire Protection District 5 has a pecuniary interest in the bid proposal and that the proposal is made in good faith without fraud, collusion, or participation of any kind by any other bidder under the same call for bids and that the bidder is submitting the bid in its own behalf and not as an undisclosed agent of any person or firm.

The Contract Price will be determined by selection among the various proposed Bid Items as approved by the Owner.

16. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The successful Bidder shall, within ten working days of receipt of the Notice of Award, execute and return the Agreement Between Owner and Contractor to the address stated in the Advertisement for Bids. All insurance certificates and required bonds shall be submitted with the agreement.

BIDDER'S CHECKLIST

1. Enclose a bid bond or certified check with the bid form, in the amount of the five percent (5%) of the total amount of bid.
2. Acknowledge all addenda in the Bid Proposal Form
3. The following items must be completed and included within the sealed bid submittal envelope:
 - A. **BID FORM:** The bid price must be shown in the space provided. Show price in both words and figures. The bid form must be completed in full, signed, and dated
 - B. **BIDDERS QUALIFICATION CERTIFICATE:** This form must be filled in and signed. The owner reserves the right to check all statements and to judge the adequacy of the bidder's qualifications.
 - C. **BID BOND SECURITY FORM:** A surety issued bid bond must be executed by the bidder and its surety company. The amount of the bid bond shall be not less than five percent (5%) of the total bid and may be shown in dollars or on a percentage basis. A cashier's check payable to the Pierce County Fire Protection District No. Five and issued for an amount not less than 5% of the total bid may be submitted in lieu of a bid bond.
4. The following forms are to be executed and/or submitted after the contract is awarded:
 - A. **AGREEMENT FORM:** The agreement to be executed by the successful bidder.
 - B. **PERFORMANCE BOND:** One hundred percent of the Contract Price to be executed by the successful bidder and his surety company. The surety on such bonds shall be a duly authorized surety company satisfactory of the Owner.
 - C. **LABOR MATERIALS AND TAXES BOND (PAYMENT BOND):** One hundred percent of the Contract Price to be executed by the successful bidder and his surety company. The surety on such bonds shall be a duly authorized surety company satisfactory of the Owner.
 - D. **RETAINAGE:** Retainage Bond or other election for retainage.
 - E. **CERTIFICATES OF INSURANCE:** To be executed by the successful bidder and by an acceptable insurance company.
 - F. **INTENT TO PAY PREVAILING WAGES:** Submit Statements of Intent to Pay Prevailing Wages for contractor and all subcontractors prior to or with first pay application.

END OF SECTION

SECTION 003100 - INFORMATION AVAILABLE TO BIDDERS

PART 1 GENERAL

1.1 PIERCE COUNTY PREVAILING WAGE RATES:

- A. The following documents are not bound into this Project Manual as an attachment to this Section, for reference only:

1. Prevailing Wage Rates:

Contractor to verify current Prevailing Wage Rates and Benefit Code Key as required per RCW 39.12 and as furnished by the State of Washington Department of Labor and Industries (Employment Standards Section) Department of Labor & Industries website is <http://www.lni.wa.gov/tradeslicensing/prevwage/wagerates/> Contractor to verify apprenticeship requirements as required by Contract Documents. Department of Labor and Industries website is: <https://fortress.wa.gov/lni/wagelookup/ApprenticeWageLookup.aspx>

Section 2 of WAC 296-127-011 states that for all contracts, except Building Service Maintenance Contracts, the prevailing Wage Rates which are in effect on the date when the bids by the Prime Contractor are required to be submitted to the Contract Awarding Public Agency are the prevailing wage rates which must be paid for the duration of the contract.

1.2 REPORTS AND DOCUMENTS

- A. The following survey reports and documents that include information on existing conditions at the Project site are bound into this Project Manual as an attachment to this Section.

1. Report:

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 004113 BID FORM

TO: Gig Harbor Fire and Medic One

ADDRESS:

10222 Bujacich Rd NW, Gig Harbor, WA 98332

I, representing (name of Bidder), have

1. Received Bid Documents titled Gig Harbor Fire and Medic One HQ Interior Improvements and Roof Repairs.
2. Received Addenda Nos. _____ and have included their provisions in my bid;
3. Have examined the Instructions and Specifications for this project and the site / job conditions and submit the following Bid. In submitting this bid, I agree:
 - a. To hold my bid open in accordance with the Instructions to Bidders contained within the Project manual, as modified and supplemented;
 - b. To enter into and execute referenced Contract, if awarded, on basis of this bid and to furnish bonds and insurance required by the Bidding Documents;
 - c. To accomplish the work in accordance with the Contract Documents; and
 - d. To complete the work by the time stipulated in the Project manual and the Contract.

OVERHEAD, PROFIT, AND THE LIKE

All bid prices listed in this form include overhead, profit, bonds, and all other expenses involved.

SALES TAX

All bid prices listed in this bid Form **DO NOT INCLUDE** applicable local and Washington State Sales Tax.

BID AMOUNT

I WILL CONSTRUCT THIS PROJECT FOR THE FOLLOWING PRICE:

ITEM 1 - SUBTOTAL AMOUNT FOR ROOF REPAIRS:

_____ Dollars

\$ _____

ITEM 2 - SUBTOTAL AMOUNT FOR HVAC EQUIPMENT REPLACEMENT:

_____ Dollars
\$ _____

ITEM 3 – INTERIOR IMPROVEMENTS:

_____ Dollars
\$ _____

TOTAL AMOUNT FOR ROOF REPAIRS, HVAC EQUIPMENT REPLACEMENT, AND INTERIOR IMPROVEMENTS

(Item 1, plus Item 2, plus Item 3 Subtotal, plus added Total):

_____ Dollars
\$ _____

Bid will be evaluated on the total amount.

Bidder must include a lump sum dollar amount in the blank above (even if the value is \$0.00) to be responsive.

PRINCIPAL SUBCONTRACTORS

For any subcontract amounts that exceed 10% of the contractor's base bid price, contractor shall list such subcontractor and subcontract amount below (affix additional sheets as necessary).

Subcontractor Agency or Business Name	Amount

Provide the name of the Subcontractors used for the following:

Type of Service	Agency or Business Name
Heating, Ventilating and Air Conditioning	
Plumbing	
Electrical	

CONTRACT TIME

Per RCW 39.04.350: If a bidder has a history of receiving monetary penalties for not achieving the apprentice utilization requirements or habitually uses the good faith effort exception process, they must submit an apprenticeship utilization plan within ten business days following the notice to proceed date.

The Owner anticipates that the Notice of Award of this Contract shall be issued on or about 30 days from bid receipt. Owner shall execute the Contract and issue a Notice to Proceed upon satisfactory receipt of Certificate of Insurance, Bonds, and related documents as required by the Instructions to Bidders, the General Conditions of the Contract, and Supplemental Conditions of the Contract.

If this Bid is accepted, we will Substantially Complete the work within **140** calendar days from Notice to Proceed. **Bidder Initials:** _____

CONTRACTOR'S Certification of Responsibility

Contractor has:

- Industrial insurance coverage as required under Title 51 RCW;
- A certificate of registration under RCW 18.27;
- Employment security department number as required under Title 50 RCW;
- A current uniform business identifier (UBI);
- State excise tax registration number as required under Title 82 RCW;
- Not been disqualified from bidding on any public works projects under RCW 39.06.010 or 39.12.065(3); and

If subject to apprenticeship utilization requirements in RCW 39.04.320, not been found out of compliance experience on other projects of similar construction. The signatory as identified on the Bid Form certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Bidder Initials: _____

Bidder Responsibility Statement

- Bidder has received training on prevailing wage and public works requirements.

Bidder Initials: _____

- Bidder hereby certifies that all of the first-tier subcontractors enumerated above meet the responsibility criteria of RCW 39.04.350 (1).

Bidder Initials: _____

In accordance with RCW 39.06, a public works contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of the subcontract execution, meets the responsibility criteria of RCW 39.04.350 (1) and possesses an electric contractor license, if required by RCW 19.28 or an elevator contractor license, if required by RCW 70.87.

Providing the following information is MANDATORY in order to meet responsive bidder requirements. If your business is not required to have one of the following items, please provide an explanation.	
State of Washington Contractor Registration #	
UBI#	
State Excise Tax Registration#	
Is the payment of Industrial Insurance current?	
Are you disqualified from bidding on public works projects in the State of Washington?	

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. **Bidder Initials:** _____

I understand that meeting the above responsibility criteria does not guarantee that I shall be awarded the Contract. **Bidder Initials:** _____

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date insert bid date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

- Sole Proprietorship
- Partnership

- Joint Venture
- Corporation

** If a corporation, this proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).
If a co-partnership, proposal must be executed by a partner.*

State of Incorporation (if you are a corporation): _____

State where business entity was formed (if not a corporation): _____

If you are a co-partnership, please give the name under which you transact business:

If you are a co-partnership, please indicate the name and address of all partners below:

Non-Collusion Form

I certify that the person, firm, association co-partnership or corporation herein named has 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 the preparation and submission of a proposal to the Owner for consideration in the award of a contract on the improvements described for Pierce County Fire Protection District No. Five. I further certify that the person, firm, association co-partnership or corporation herein has not in any manner sought by collusion to secure to him/herself or to any other person any advantage over other bidder or bidders.

Name of Bidder's Firm

Signature of Authorized Representative of Bidder

This proposal submitted by:

NAME OF FIRM	
SIGNED BY	
PRINTED NAME/TITLE	
ADDRESS	
CITY/STATE/ZIP	
TELEPHONE	
FAX	
EMAIL ADDRESS	

BIDDER’S CERTIFICATION

In accordance with the Contract Documents and Instructions to Bidder, the Bidder must provide the following sworn statement and certification:

Bidder (Contractor): _____

Contractor Address: _____

Telephone No. _____ E-Mail: _____

I, _____, the undersigned declarant, as the duly authorized representative on behalf of _____ (herein the “Bidder”) hereby make this declaration on the basis of facts within the scope of my first-hand knowledge and authority to which I am competent to testify:

1. I hereby certify, swear, and affirm under penalty of perjury, that the Bidder, as of the date of this declaration (below) meets all of the minimum bidder responsibility qualifications of RCW 39.04.350, as amended.
2. I hereby certify, swear, and affirm under penalty of perjury, that the Bidder, as of the date of this declaration (below) meets all of the minimum project bidding requirements outlined in the Bidder’s Qualifications Form.
3. I hereby certify, swear, and affirm under penalty of perjury, that the Bidder, as of the date of this declaration (below) meets all of the supplemental bidder responsibility criteria as set forth in the Bidder’s Responsibility Criteria (Section 00 15 30), Section B.
4. I hereby certify, swear and affirm under penalty of perjury, that the undersigned is the person that submitted the bid herewith, that such bid is genuine and not a sham or collusive, or made in the interest of any person not therein named; and he/she further says that said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure to himself or to any other person an advantage over any other Bidder or Bidders.
5. I hereby certify, swear, and affirm under penalty of perjury, that in connection with the performance of the work of this Project, if awarded, I will pay each classification of laborer, workman, or mechanic employed in the performance of such work; not less than the prevailing rate of wage or not less than the minimum rate of wages as specified in the Contract Documents.

Signed under penalty of perjury under the laws of the State of Washington this ___ day of _____ 20___, at _____, Washington.

Bidder (Contractor): _____

Signature: _____

Name (Printed): _____ Title: _____

STATE OF WASHINGTON COUNTY OF PIERCE

ss.

}

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was duly authorized execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this _____ day of _____, 20__.

_____ Notary
Public in and for the State of Washington

Name (Printed): _____

Residing at: _____

Commission Expiration: _____

BIDDER’S QUALIFICATIONS CERTIFICATE

The undersigned hereby certifies and submits the following qualifications:

1. Name and Address _____

2. Type of business entity (i.e., corporation, sole proprietor ship, LLC, partnership, etc.): _____

3. State the business entity formed: _____

4. State of Washington Registration (UBI) No. _____

5. Expires _____ / _____ / _____
mo day yr

6. Number of years in contracting business under present name: _____

7. Federal Tax ID No. _____

8. State of Washington Contractor’s License No. _____

9. Bidder is required to have successfully completed at least three projects of similar type, size and complexity to this project, each with a contract amount of at least 7 million, within the last 5 years. List the projects below:

Amount	Type	Owner	Name	Phone

(II. Bidder's Qualification Certificate, continued)

10. Gross amount of contracts now in hand \$ _____

11. Bank Reference(s)

Name	Address	Account Type

12. Choose one of the following:

- Bidder has industrial insurance coverage for employees working in Washington as required in Title 51 RCW; or
- Bidder is not required to have industrial insurance coverage for employees working in Washington as required in Title 51 RCW.

13. Choose one of the following:

- Bidder's Washington Employment Security Department registration number is:
_____ : or
- Bidder is not required to register with the Washington Employment Security Department pursuant to Title 50 RCW.

14. Choose one of the following:

- Bidder's Washington State Department of Revenue registration number is:
_____ : or
- Bidder is not required to register with the Washington State Department of Revenue pursuant to Title 82 RCW.

15. Bidder is not disqualified from bidding on any public works contract under RCW 39.06.010 or under RCW 39.12.065.

(II. Bidder's Qualification Certificate, continued)

16. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS

In accordance with RCW 39.04.380 effective March 30, 2012, the State of Washington enforced a **Reciprocal Preference for Resident Contractors**. Any public works bid received from a nonresidential contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor.

A nonresident contractor from a state that provides a percentage bid preference means as contractor that:

- a. is from a state that provides a percentage bid preference to its resident contractors bidding on public work contracts.
- b. at the time of bidding on a public works project, does not have a physical office located in Washington.

The state of residence for a nonresident Contractor is the state in which the Contractor was incorporated or, if not a corporation, the state where the Contractor's business entity was formed.

All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.

This section does not apply to public works procured pursuant to RCW 39.04.280, RCW 39.04.151 through 39.04.154, or any other procurement exempt from competitive bidding.

I am the _____ (title of Bidder), have authority to bind Bidder, am over the age of 18 and have personal knowledge of the facts set forth above.

Dated this _____ day of _____, 20____ at _____(city), Washington.

By:

Authorized Signature

Print Name

Title

This Form Must Be Submitted with the Bid

OWNER-CONTRACTOR AGREEMENT

BASIS OF PAYMENT: STIPULATED SUM

THIS AGREEMENT AND CONTRACT is made and entered into, in triplicate, at Pierce County, Washington, this ____ day of _____, 2024 by and between Pierce County Fire Protection District No. Five (OWNER), a municipal corporation, and _____, hereinafter called the CONTRACTOR, who shall hereinafter be collectively referred to as the “Parties,” or individually as “Party.”

WITNESSETH: That, in consideration of the terms and conditions set forth within this Contract, the Parties hereto covenant and agree as follows:

- I. THE CONTRACT DOCUMENTS.** The CONTRACTOR shall do all work and furnish all tools, materials and equipment for the Project, Training Tower, Support Building and Carport, along with site improvements, in accordance with and as described in the Contract Documents which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this Contract and every part thereof. The Contract Documents include, but are not limited to, Drawings and Project Manual, the Bid Item Description and Specifications, and any other Addenda existing at the time of the execution of this Contract. Although this Contract supersedes any conflicting agreements or invitations to negotiate made prior to this Contract, Addenda issued prior to execution of this Contract, other documents listed in this Contract and valid Modifications mutually agreed to after execution of this Contract are as fully a part of the Contract as if attached to this Contract or repeated herein. The Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than any future Modification, appears in Article X of this Contract.
- II. SCOPE OF WORK.** OWNER hereby promises and agrees with the CONTRACTOR to employ, and does employ the CONTRACTOR, to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the Contract Documents and the terms and conditions herein contained, and hereby contracts to pay for the same according to said Contract Documents hereto attached, at the time and in the manner and upon the conditions provided for in this Contract.

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 provided for in this Contract and every part thereof, except such as are mentioned in the Contract Documents to be furnished by OWNER. CONTRACTOR shall fully execute the work described in the Contract

Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

III. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION. This

Contract shall be executed by the CONTRACTOR and returned to OWNER within ten (10) working days after the receipt of the dated notification of award and the Contract time shall commence after execution of this Contract by OWNER, as designated on the Notice to Proceed. Substantial Completion shall be within 600 calendar days of the date on the Notice to Proceed, and contract Completion shall be within 30 calendar days thereafter. The work performed shall be deemed substantially complete when OWNER is satisfied that CONTRACTOR has performed the work delineated herein, and in accordance with the Contract Documents, in a WORKMANLIKE FASHION. Additionally, the work shall not be substantially complete until such time as OWNER shall have been granted a certificate of occupancy and the newly constructed fire training tower, Support Building, and Carport are in a habitable condition.

The Parties may negotiate separate substantial completion dates for each aspect of the work to be performed, in the following manner:

Portion of Work

Substantial Completion Date

Portion of Work

Substantial Completion Date

Portion of Work

Substantial Completion Date

Portion of Work

Substantial Completion Date

IV. CONTRACT SUM AND PROGRESS PAYMENTS. OWNER shall pay the CONTRACTOR the Contract Sum in current funds for the CONTRACTOR's performance of the Contract. The Contract Sum shall be the stipulated sum of _____

_____ subject to additions and deductions as provided for in the Contract Documents. This Contract Sum does not include applicable sales tax, which

shall be set forth within Addenda, as part of the Contract Documents. The Contract Sum shall be tendered in accordance with the fee schedule or schedule of values as outlined in the Contract Documents, and shall not be disbursed in one lump sum, but disbursed in progress payments, when the work has been substantially completed in accordance with the Contract Documents and this Contract. Pursuant to RCW 60.28.011, OWNER shall withhold five percent of the sum earned by the CONTRACTOR as contract retainage, from each progress payment. Progress payments shall be made within three (3) weeks from the date upon which the CONTRACTOR certifies that the work performed is substantially complete, as per the Contract Documents. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment, and shall be submitted in accordance with Article 9.3 of the attached General Conditions.

Said progress payments shall be calculated by determining the portion of the Contract Sum properly allocable to the completed Work. This shall be accomplished by (1) multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent; (2) adding that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by OWNER, suitably stored off the site at a location agreed upon in writing), less retainage of five percent; and (3) subtracting the aggregate of previous payments made by OWNER.

Alternatively, the Parties may negotiate a method for making progress payments in accordance with this Contract within the Contract Documents.

OWNER shall not be obligated to make progress payments for work that has not been accepted by OWNER, for the reason that the work has not been performed in a WORKMANLIKE FASHION, or fails to conform to the Contract Documents.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by OWNER to CONTRACTOR when the CONTRACTOR has fully performed the work and has submitted to OWNER an Affidavit of Prevailing Wages, as per RCW 60.28.011; final payment shall be made no later than 30 days after the issuance of the Architect's final Certificate of Payment and a resolution of the Board of the OWNER stating that final payment shall be made to the CONTRACTOR in satisfaction of this Contract.

V. DISPUTE RESOLUTION. It is the intent of all Parties to this Contract that disputes, if any, between any of the Parties hereto shall be resolved as informally and amicably as possible by settlement, without the assistance of any outside professionals in dispute resolution, subject to Article 15.2 of the attached General Conditions. However, if such conciliation fails, the Parties agree that mediation may be used. If the Parties are unable to resolve the dispute through mediation, then an arbitrator shall be selected through the auspices of the American Arbitration Association, or any such entity providing arbitrators as the Parties may agree upon. The arbitration shall proceed, however, with a single arbitrator and with the Parties sharing the costs proportionately. Only if arbitration is unsuccessful or declared by a court to be inapplicable to the dispute shall the Parties proceed to Pierce County Superior Court.

Should either party prevail in Superior Court, or in any arbitration proceedings commenced under this Article VI, such prevailing party shall be awarded reasonable attorneys' fees and costs.

VI. MARKUPS AND OAC MEETINGS

Contractor's overhead and profit (markup) from changes in the Work enumerated herein shall be as provided in the Supplemental Conditions (07300) at Section 7.2.3.

Owner, Contractor, Owner's Representative and Architect will conduct meetings on the Project site ("OAC Meetings") on a weekly basis or as scheduled by the parties. Architect is responsible for circulating an agenda in advance, of each OAC Meeting and taking and circulating minutes for said meetings. Minutes may be circulated via email or by any other means mutually agreeable to the parties. Each party must review and provide their comments, if any, on said minutes within 48 business hours of circulation. Any comments must be rejected, accepted or modified within 72 business hours of the applicable OAC meeting for which the minutes were taken and circulated, after which time said minutes shall be deemed accurate, notwithstanding further objection to the minutes. Costs, pricing, scheduling, coordination, requests for information, proposed contract modifications and any outstanding Notices of Claims are among the topics which should be discussed at OAC meetings. However, any discussions of potential claims shall be no substitute for the claim-notification requirements set forth within the Contract Documents.

VII. TERMINATION OR SUSPENSION AND NOTICE. Either Party may terminate or suspend this Contract in accordance with Article 14 of the General

Owner-Contractor Agreement
Gig Harbor Fire and Medic One

Conditions attached hereto.

Any notice required or desired to be served, given or delivered under this Contract shall be in writing and shall be deemed to have been validly served, given or delivered upon deposit in the United States mail by registered or certified mail with proper postage prepaid and addressed to the party to be notified. In addition to these required methods of providing notice, either party may also utilize electronic mail. However, electronic mail alone shall be insufficient to provide notice. Each party shall include the applicable address below the signature block hereof when giving any required notices. Said notices shall be sent to the following persons:

For the OWNER:

For the CONTRACTOR:

Neither the OWNER's representative nor the CONTRACTOR's representative shall be changed without ten days' written notice to the other Party.

VIII. MISCELLANEOUS PROVISIONS

Hold Harmless. See Supplemental Conditions.

No Third Party Beneficiaries. There shall be no third-party beneficiaries to this Contract, and this Contract may not be assigned without the written consent of both Parties except as provided in Article 13.1.2 in the General Conditions attached hereto.

Governing Law. This Contract shall be construed in accordance with Washington law, and the venue for any action in Superior Court arising out of this contract shall be Clallam County, Washington.

Good Faith. Each Party to this Contract hereby covenants that each shall practice good faith in the performance of this Contract, meaning that both Parties shall observe reasonable commercial standards of fair dealing.

Severability. Should any provision of this Contract be deemed unenforceable, the remaining provisions of this Contract shall remain in full force and effect.

Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Contract shall not impact that Party's right to insist upon strict performance at a later time.

IX. ENUMERATION OF CONTRACT DOCUMENTS. The Contract Documents are as follows:

- This Contract;
- The Specifications for this Project, which include, but may not be limited to, the Bid Item Description provided by CONTRACTOR;
- Any Addenda, which must include, but may not be limited to, a statement of the CONTRACTOR's intent to pay prevailing wages, as required by RCW 39.12.040. No Addenda that conflict with or contradict this Contract shall be of any force and effect.
- A good and sufficient contractor's bond furnished by CONTRACTOR, as required by RCW 39.08.010;

- A retainage fund resolution, setting forth that the Board of Commissioners of OWNER hereby resolve to maintain a separate retainage account pursuant to RCW 60.28.011 during the performance of this Contract;
- Any Modifications to this Contract that are mutually agreed upon in writing by the Parties after execution of this Contract;
- The General Conditions of the Contract for Construction, AIA A201-2017, as revised and attached hereto;
- The Supplemental Conditions to this Contract, Section 007300, as revised and attached hereto; and
- The Drawings
- Schedules
- Instructions to Bidders and Accepted Bid

X. INSURANCE AND BONDS. Prior to performing any work in furtherance of this Contract, as per RCW 39.08.010, CONTRACTOR shall tender to OWNER a good and sufficient bond, with a surety company as a surety, which shall state the following: That CONTRACTOR (1) shall faithfully perform all provisions of the Contract; (2) pay all laborers, mechanics, and subcontractors and material suppliers, and all persons who supply such person or persons, or subcontractors; and (3) shall pay the taxes, increases, and penalties incurred on the project under Titles 50, 51, and 82 RCW.

CONTRACTOR shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, employees, representatives or contractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate. Commercial General Liability policies must be endorsed to:
 - a. Include the Owner, its officials, employees as additional insureds,
 - b. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the Owner,
2. Contractor or its Insurance Agent/Broker shall notify the Owner of any cancellation, or reduction in coverage or limits, of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3. Automobile Liability. ISO Form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
4. Workers' Compensation insurance as required by the State of Washington, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
5. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
6. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the OWNER requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance coverage shall be available to the OWNER.

Self-insured retentions must be declared to and approved by the OWNER. At the option of the OWNER, either the CONTRACTOR shall cause the insurer to reduce or eliminate such self-insured retentions as respects the OWNER, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the OWNER guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the OWNER.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The OWNER, its officers, officials, employees, and volunteers are to be covered informally as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the CONTRACTOR. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (as least as broad as ISO Form CG 20 10, CG 11 85 or **both**; CG 20 10, CG 20 26 , CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary, insurance coverage at least as broad as CG 20 01 04 13 as respects the OWNER, its officers, officials, employees, and volunteers. Any insurance or self-insurance

maintained by the OWNER, its officers, officials, employees or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the OWNER.

Builder's Risk (Course of Construction) Insurance

CONTRACTOR shall submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the OWNER as the loss payee as their interest may appear.

Claims Made Policies (if at all possible avoid and require occurrence type CGL policies)

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective contract date or the start of work date, the CONTRACTOR must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the OWNER for review.
5. If the services involved lead-based paint or asbestos identification/remediation, the CONTRACTOR's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the CONTRACTOR's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the OWNER.

Waiver of Subrogation

CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Worker's Compensation policy shall be endorsed with a waiver of

subrogation in favor of the OWNER for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

Verification of Coverage

CONTRACTOR shall furnish the OWNER with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to OWNER before contract is executed. The OWNER reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that OWNER is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Surety Bonds

CONTRACTOR shall provide the following surety bonds:

1. Bid Bond;
2. Performance Bond;
3. Completion Bond;
4. Payment Bond; and
5. Maintenance Bond

The Payment Bond and Performance Bond shall be in a sum equal to the Contract price. If the Performance Bond provides for a one-year warranty, a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is no longer than one year, a Maintenance Bond equal to 10% of the Contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Washington.

Special Risks or Circumstances

The OWNER reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

EXECUTED this _____ Day of _____ 2024:

OWNER

CONTRACTOR

Printed Name, Title and Date

Printed Name, Title and Date

Address:

Address:

SECTION 007213 – GENERAL CONDITIONS OF THE CONTRACT

PART 1 - GENERAL

1.1 STANDARD FORM

The *General Conditions of the Contract for Construction*, AIA Document A201-2017, is included as part of the Contract BY THIS REFERENCE ONLY; it is not bound in Project Manual. The Contractor and all subcontractors shall read and be governed by them.

1.2 AVAILABILITY

Copies may be obtained from American Institute of Architects, 1735 New York Avenue NW, Washington, D.C. 20006, or local Chapter offices.

1.3 CONFLICTS

In event of conflicts in the Contract Documents, including conflicts between referenced General Conditions and other parts of the Project Manual and Drawings, the Architect reserves the right to determine which governs, and in what order or precedence. See Article 3 of General Conditions and Division 00 Section "Supplemental Conditions".

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 007300 - SUPPLEMENTAL CONDITIONS

The following supplements modify, change, delete from, or add to the referenced "General Conditions of the Contract for Construction." Where any article of the General Conditions is Modified or any Paragraph, Subparagraph, or Clause is modified or deleted by Section 007300, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause remain in effect.
Modification to the General Conditions:

ARTICLE 1 **CONTRACT DOCUMENTS**

1.1.1 THE CONTRACT DOCUMENTS

Add the following new subparagraphs 1.1.1.1 and 1.1.1.2:

1.1.1.1 In the event of a conflict or discrepancy among or in the Contract Documents, interpretation shall be governed in the following priority:

1. Agreement (A-101)
2. Supplemental Conditions
3. General Conditions (A-201)
4. Addenda
5. Schedules
6. Drawings
7. Specifications
8. Instructions to Bidders and Accepted Bid

1.1.1.2 In the event of any inconsistencies, conflicts or ambiguities between the Contract Documents, or within an individual document not clarified by addendum, the resolution of such inconsistencies, conflict or ambiguity shall be provided in accordance with the Architect's interpretation. All conflicts are to be referred to the Architect for resolution and incorporation into a Contract Modification, if appropriate.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following new subparagraphs 1.2.1.1 and 1.2.1.2:

1.2.1.1 Such execution of the Contract also constitutes a representation by the Contractor that it can fully perform the Contract and deal with all issues arising out of the Contract Documents or conditions of the site of the Work for the Contract Amount. The failure of the Contractor fully to acquaint itself with any applicable condition or matter shall not in any way relieve the Contractor from the responsibility for performing the Work in accordance with the Contract Documents and within the Contract Time and the Contract Sum.

1.2.1.2 Contractor to make the following representation to Owner:

- A. Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and
- B. Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

ARTICLE 2 **OWNER**

Add the following new subparagraphs 2.5 through 2.5.1:

2.5 OWNER'S RIGHT AND RESPONSIBILITIES

2.5.1 The Owner will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3. The Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portion of the Work.

**ARTICLE 3
CONTRACTOR**

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following to subparagraph 3.3.1:

3.3.1 If the Contractor has any concerns, objections or reservations concerning such specific instructions, the Contractor must raise and resolve such issues with the Architect and the Owner prior to performing such specific instructions.

3.4 LABOR AND MATERIALS

Add the following to subparagraph 3.4.3:

3.4.3 At no change to the Contract Sum or Contract Time, the Owner may provide written notice requiring the Contractor to remove from the Work any employee, subcontractor employee, or other person carrying out the Contract whom the Owner reasonably considers objectionable.

Add the following subparagraph 3.4.4 through 3.4.4.6:

3.4.4 PREVAILING WAGES

3.4.4.1 The Washington State Department of Labor and Industries Prevailing Wage Rates are part of the Contract.

3.4.4.2 Copies of the Washington State Department of Labor and Industries Prevailing Wage Rates are bound in the Project Manual for reference and convenience only. It is the Contractor's responsibility to follow the most current edition.

3.4.4.3 No worker may be paid less than the prevailing minimum hourly wage rate established by the State Department of Labor and Industries. Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid are required. The Contractor shall fully comply with all current applicable labor laws and regulations, including without limitation RWC Chapters 39.12 (Prevailing Wages); 49.28 (Hours of labor); and 49.70 (Worker Right to Know).

3.4.4.4 Any fabricator or manufacturer that produces nonstandard items and is considered by the Department of Labor and Industries as a contractor must comply with all of the requirements of RCW 39.12, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" with the Department of Labor and Industries Industrial Statistician.

3.4.4.5 The Owner reserves the right to perform wage rate interviews and/or require Contractor submission of certified payrolls for all Contractor and Subcontractor personnel.

3.4.4.6 Contractor shall provide Owner with copies of the Intent to Pay Prevailing Wage forms as filed with the State of Washington for the contractor's forces and for all subcontractors.

3.6 TAXES

Change subparagraph 3.6 to read:

3.6 The Contractor shall pay all applicable State and Local Sales, Consumer, Use and other similar taxes for Work or portions thereof provided by the Contractor. The Owner shall include these taxes in his payments to the Contractor who shall pay the taxes to the proper authorities in accordance with the applicable laws and regulations governing this project. Sales tax will not be included in bid amount.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

Delete subparagraph 3.7.1 and substitute the following:

3.7.1 The **Owner** shall secure and pay for the **Plan Review Fees, Building Permit, and (where applicable) L&I Electrical Plan Review Fees**. The Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution of and completion of the Contract which are legally required when bids are received.

3.9 SUPERINTENDENT

Add the following to subparagraphs 3.9.3:

During the construction period should the initial superintendent fall ill, retire, be laid off or terminated employment, the Owner reserves the right to review and accept the replacement as stated above.

Add the following subparagraph 3.9.4:

3.9.4 The Superintendent shall remain on the Project whenever Subcontractors are present unless the job is closed down due to a legal holiday, a general strike, conditions beyond the control of the Contractor, termination of the Contract in accordance with the Contract Documents, or Final Completion is attained.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

Change this entire paragraph 3.10 to read:

4 Within **(10)** calendar days following Notice to Proceed, the Contractor shall submit to the Owner and the Architect for review and comment, three copies of a CPM Schedule in form satisfactory to the Owner for Contractor's construction/erection of the Work. The initial and any revisions of the Project Schedule shall be prepared and submitted in paper form. With each approved monthly payment request, provide an updated Progress Schedule. Not less than 5% (in retention) of Progress Payments to the Contractor may be withheld by the Owner until such initial and updated Progress Schedules have been timely submitted for review by the Owner and the Architect.

4.9.1 The Project Schedule shall consist of a network diagram with activity descriptions and durations and supporting data which will explain the Contractor's planning of the work. Contractor shall provide, if requested by Owner, cost allocation and resource estimates for each activity.

4.9.1.1 The CPM Schedule diagram shall include:

- (a) The order and interdependence of the Contractor's activities and the major points of the interface or interrelation with the activities of others, including Specific Dates for completion.
- (b) Conformance with and identification of the Specific Dates specified in the Contract Documents.

- (c) The descriptions of work by activity.
- (d) The time required for preparation, and review of shop drawings, mock-ups, manufacturing, and delivery of Contractor-furnished permanent plant materials, especially long lead items.
- (e) Critical Path (or Paths).
- (f) Testing of equipment and materials. The CPM Schedule shall provide a complete and detailed sequence of operations of the Work within the time limits specified in the Contract.

4.9.1.2 The identity and duration of all activities to be included in this CPM Schedule shall meet the following criteria:

- (a) Activity descriptions shall be clear and concise. The beginning and end of each activity shall be readily verifiable.
- (b) Responsibility for each activity shall be identified with a single performing organization.
- (c) The identity of any potential problems or constraints related to the implementation of the overall construction plan.

4.9.1.3 A schedule for the purchase of items required for performance of the Work, showing lead items between purchase order placement and delivery dates, shall be integrated with the Progress Schedule upon request of the Owner. The Contractor shall furnish the Architect with copies of all purchase orders and acknowledgements and fabrication, production, and shipping schedules for all major items on the critical path within 10 days of Contractor's receipt of each purchase order, acknowledgment or schedule. Neither the Architect nor the Owner shall be deemed to have approved or accepted any such material, or its schedule, nor deemed to have waived this requirement if some or all of the material is not received.

4.9.2 The CPM Schedule shall indicate an early completion date for the project that is not later than the project's required completion date. All activity durations shall be given in calendar days. The CPM Schedule shall also indicate each of the following:

- (a) Interfaces with the work of outside contractors, e.g., utilities, power, and with any separate contractor.
- (b) Descriptions of activity including activity numbers.
- (c) Estimated duration time for each activity.
- (d) Early start date for each activity.
- (e) Late start date for each activity.
- (f) Early finish date for each activity.
- (g) Late finish date for each activity.
- (h) Float available for each batch of activities containing float.
- (i) Actual start date for each activity begun.
- (j) Actual finish date for each activity completed.
- (k) Identification of all Critical Path activities in the mathematical analysis.
- (l) The Critical Path for the project, with said path of activities being clearly and easily recognizable on the time-scaled CPM Schedule Diagram. The relationship between all non-critical activities and activities on the Critical Path shall be clearly shown on the CPM Schedule Diagram.

4.9.3 It is to be expressly understood and agreed by the Contractor that the schedule is an estimate to be revised from time-to-time as progress proceeds, and that the Owner does not guarantee that Contractor can start work activities on the "early start" or "late start" dates or complete work activities on the "early finish" or "late finish" date shown in the Schedule, or as same may be upgraded or revised; nor does the Owner guarantee that Contractor can proceed at all times in the sequence established by said Schedule. If Contractor's schedule indicates that Owner or separate contractor is to perform an activity by a specific date, or within a certain duration, Owner or any separate contractor under contract with the Owner shall not be bound to said date or duration unless Owner expressly and specifically agrees in writing to same; the

Owner's or the Architect's overall review and approval or acceptance of the Schedule does not constitute an agreement to specific dates, durations or sequences for activities of the Owner of any separate contractor.

4.9.4 Should any of the conditions exist such that certain activities shown on the Contractor's CPM Schedule fall behind schedule to the extent that any of the specific dates are in jeopardy, the Contractor shall be required to, at no extra cost to the Owner, prepare and submit to the Owner a supplemental Recovery Schedule, in a form and detail appropriate to the need, to explain and display how he intends to reschedule those activities to regain compliance with the CPM Schedule during the immediately subsequent pay period.

4.9.5 The Contractor shall do the following after determination of the requirement for a Recovery Schedule:

- (a) Within three (3) calendar days, the Contractor shall submit a Recovery Schedule to the Owner for review. The Recovery Schedule shall be prepared to a similar level of detail as the CPM Schedule and shall have a maximum duration of one (1) month.
- (b) Any revisions necessary as a result of this review shall be resubmitted by the Contractor with any necessary revisions for acceptance within two (2) calendar days of the review. The approved Recovery Schedule shall then be the Schedule which the Contractor shall use in planning, organizing, directing, coordinating, performing and executing the Work (including all activities of subcontractors, equipment vendors, and suppliers) for its one (1) month duration, to regain compliance with the CPM Schedule.

4.9.6 Should the Contractor, after approval of the initial CPM Schedule desire to change his plan of construction, he shall submit his requested revisions to the Owner including a description of the logic for rescheduling the work, methods of maintaining adherence to Intermediate Milestones and Specific Dates. The Contractor shall revise his Schedule to include the effect of changes, acts of God or other conditions or events which have affected the CPM Schedule, If the requested changes are acceptable to the Owner, they will be incorporated by the Contractor into the CPM Schedule in the next reporting period. The resultant cost to the Owner for significant changes or a significant number of changes to the CPM Schedule shall be paid for by the Contractor.

4.9.7 When the Owner orders changes by Change Order which have the potential to impact the Contract Milestones or Specific Dates stipulated, a Network will be prepared by the Contractor and provided to the Project Manager. After the Network has been accepted by the Owner, it will be incorporated into the CPM Schedule by the Contractor.

4.9.8 Failure of the Contractor to substantially comply with any of the scheduling requirements of this Contract at no cost to the Owner shall constitute cause that the Contractor is failing to prosecute the Work with such diligence as will insure its completion within the Contract times and shall be considered cause for termination by the Owner, pursuant to Article 14 of the General Conditions; and may also result in the Owner's withholding of Progress Payment(s) until the Contractor complies.

4.9.9 Float time is defined as the amount of time between earliest start date and the latest start date or between the earliest finish date or the latest finish date of a chain of activities on the CPM Schedule. Float time is not for the exclusive use or benefit of either the Contractor or the Owner. Contractor's work shall proceed according to start dates, and the Owner shall have the right to reserve and apportion float time according to the needs of the project. The Contractor acknowledges and agrees that actual delays, affecting paths of activities containing float time, will not have any effect upon Contract Completion times, providing that the actual delay does not exceed the float time associated with those activities. Extensions of time for performance as described in the Contract Documents will be granted only to the extent that time adjustments for the activity or activities affected by any condition or event which entitles the Contractor to a time extension exceeds the total float or slack time along the actual critical path of activities affected at the time of Notice to Proceed of a Change Order or the commencement

of any delay, claim or condition for which an adjustment is claimed or warranted under the Contract Documents.

4.9.10 The Schedule Duration shall be based on the Contract Time of Completion listed on the Bid Form. The Owner shall not be obligated to accept any Early Completion Schedule suggested by the Contractor. The Contract Time for Completion shall establish the Schedule Completion Date. If the Contractor feels that the work can be completed in less than the Specified Contract Time, then the Surplus Time shall be considered Project Float. This Float time shall be shown on the Project Schedule. It shall be available to accommodate changes in the work and unforeseen conditions. Neither the Contractor nor the Owner have exclusive right to this Float Time. It belongs to the project.

4.10 DOCUMENTS AND SAMPLES AT THE SITE

Add the following new subparagraphs 3.11.1 and 3.11.2:

4.10.1 In addition, the Contractor shall keep the approved permit set of plans at the jobsite during construction, in good condition. Prior to final acceptance, the Contractor shall deliver this permit set to the Architect.

4.10.2 Satisfactory maintenance of up-to-date record drawings will be a requirement for approval of monthly Progress Payments.

ARTICLE 5 SUBCONTRACTORS

5.3 SUBCONTRACTUAL RELATIONS

Add the following new subparagraph:

5.3.1 The Contractor shall schedule, supervise and coordinate the operations of all Subcontractors. No subcontracting of any of the Work shall relieve the Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or from its responsibility for the performance of any other of its obligations under the Contract Documents.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.2 MUTUAL RESPONSIBILITY

Add the following to paragraph:

6.2.1 If the Contractor receives items from a separate contractor or from the Owner for storage, erection or installation, the Contractor shall acknowledge receipt for items delivered, and thereafter will be held responsible for care, storage and any necessary replacement of item or items received.

At subparagraph 6.2.4, delete the word "wrongfully."

ARTICLE 7 CHANGES IN THE WORK

7.2 CHANGE ORDERS

Add the following paragraphs 7.2.2 through 7.2.5:

7.2.2 Change proposal disagreements shall be submitted by the Contractor to the Architect in a form satisfactory to the Owner for such submittals. The total cost of any change, including a

claim shall be limited to the reasonable value thereof, to be determined in the following manner:

7.2.3 ADDITIVE CHANGES:

1a. Direct Labor Costs: This is defined as the estimated labor costs determined by either the estimated number of craft hours and the hourly costs necessary to perform the change in work; or the unit labor costs necessary to perform the change in work; or the unit labor costs applied to the material quantities, provided said unit labor costs are developed from the above craft man hour cost; whichever is applicable, according to industry practice. The hourly cost shall be based on the following:

1. Basic Wages: Current minimum prevailing hourly wage rates, including vacation pay, for all labor, crew foreman, and general foreman performing and/or directly supervising the work on site. These rates, whichever are applicable, are established by the State of Washington, Department of Labor and Industries.
2. Fringe Benefits: Fringe benefits established by the State of Washington, Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable.
3. Worker's Insurance: Direct contributions to the State of Washington as Industrial Insurance; Medical Aid; and Supplemental Pension, by the class and rates established by the State of Washington, Department of Labor and Industries.
4. Federal Insurance's: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and the State Unemployment Compensation Act (SUCA).
5. Costs incurred by the Washington Industrial Safety and Health Act (WISHA); established as 2% of 1, 2, 3, and 4 above.
6. Travel allowances and/or subsistence if applicable not to exceed those established by Regional Labor Union Agreements shall be itemized and identified separately.

1b. Direct Material Costs: This is defined as an itemization of the estimated quantity of materials necessary to perform the change in the work and the cost thereof. These costs shall be by the unit cost applied to the quantity and extended. The unit costs shall be based on the following:

1. The net costs after all offered or available discounts or rebates.
 2. Freight costs; express charges; or special delivery costs when applicable.
- No lump sum costs will be allowed except when approved in advance by the Architect*

1c. Construction Equipment Usage Costs:

1. Rental Equipment: This is defined as an itemization of and the estimated length of time construction equipment will be used on change order work at the site. The rental costs applied thereof will be the rates established by the following whichever is applicable:
 - a) The current hourly rental rates established by agreement between the Associated General Contractors (AGC) and Washington State Department of Highways.
 - b) The current rental rates established by the State of Washington, utilities and Transportation Commission for trucks used on highways.
 - c) The current rental rates established by the National Electrical Contractor's Association (NECA) for equipment used on electrical work.
 - d) The current rental rates established by the mechanical Contractor's Association for equipment used on mechanical work.
 - e) If equipment is required for which a rental rate is not established in any of the above, an agreed rental rate shall be established for that equipment.

Such rates and the use of the equipment on the work must be approved by the Architect prior to performing the work.

- f) The rates in effect at the time of performance of the work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance.
2. Small Tools, Expendable and Consumable Supplies:
 - a) These are general in nature and are defined as tools for which the initial purchase price is under \$250 and are normally furnished by the performing contractor.
 - b) The allowable rate for small tools will be:
 - General Contractors, 3% direct labor costs
 - Specialty Contractors, 5% direct labor costs
 - c) Expendable and consumable supplies directly associated with the change in work to be itemized.
- 1d. Subcontractor Proposals: Subcontractors' proposals are to be itemized as in 1a, 1b, and 1c above.
- 1e. Overhead and Profit by the Contractor Actually Performing the Work: A total amount, not to exceed 10% of items 1a, 1b, and 1c above will be allowed. This is to compensate such contractor for all personnel not defined in 1a above; temporary construction facilities; home office costs; office architecting and estimating costs; profit, and any other cost incidental to the performance of the change in work.
- 1f. Overhead and Profit by the Contractor and Subcontractor when Subcontractor actually performs the Work:
 1. A total amount not to exceed 8% of the total amount of subcontractors proposal as defined in 1d above will be allowed to the Contractor for all overhead and profit to supervise and administer the subcontractors actually performing the change in the work. The Subcontractor doing the work will be allowed no more than 10%. Lower tier sub-subcontractors will be allowed no more than 7%.
 2. No direct costs of the Contractor will be allowed to be added to a subcontractor's proposal. Contractor's direct cost, if required, must be submitted as outlined in 1a, 1b, 1c and 1g.
- 1g. Cost of Any Increase or Decrease in Premium for Insurance and Bond Caused by the Change:
 1. Contractor's Liability Insurance: To the above, the costs of the Contractor's Liability Insurance may be increased or decreased.
 2. Bond: To the above, the cost of the Contractor's Bond may be increased or decreased.

7.2.4 DEDUCTIVE CHANGES

- 2a. Items 1a (labor), 1b (material), 1c (equipment), 1d (subcontractor), 1e (overhead and profit, Contractor), 1f (overhead and profit, subcontractor), 1g (insurance and bond) will be itemized for deleted changes in the work.

7.2.5 ADDITIVE CHANGES AND DEDUCTIVE CHANGES TOGETHER

- 3a. If a change in the work involves both additive and deductive changes, the appropriate overhead and profit amount allowed will be added to the net difference of items 1a, 1b, 1c, and 1d.
- 3b. If other additive unrelated changed items are included in the same change proposal, the appropriate overhead and profit allowed is to be applied to these individual change items.

ARTICLE 8

TIME

8.2 PROGRESS AND COMPLETION

Add the following new subparagraphs 8.2.4 and 8.2.5:

8.2.4 The Contractor shall furnish such manpower, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to insure the progress and completion of the Work in accordance with the approved and currently updated Progress Schedule. If work actually in place falls behind the currently updated and approved Progress Schedule and it becomes apparent from the current schedule that the Work will not be completed within the Contract Time, the Contractor agrees that he will, as necessary, take some or all of the following actions at no additional cost to the Owner, as required to substantially eliminate tardiness of Work:

1. Increase the manpower in such quantities and crafts as will substantially eliminate, in the opinion of the Owner, the backlog of Work.
2. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of equipment, or any combination of the foregoing sufficiently to substantially eliminate, in the opinion of the Owner, the backlog of Work; and
3. Reschedule activities to achieve maximum practical concurrency of accomplishment of activities.

8.3 DELAYS AND EXTENSIONS OF TIME

Change subparagraph 8.3.3 to read:

8.3.3 Except as provided in this subparagraph, the Contractor's sole remedy for delays shall be an extension of time. Except for unreasonable delays in performance caused by the acts or omissions of the Owner, the Contractor shall not be entitled to damages, extra compensation or equitable adjustment for direct, indirect or impact damages for delay, including but not limited to cost of acceleration, home office overhead or lost profits. All claims for damages or extensions of time are subject to the requirements of Article 15.

ARTICLE 9 **PAYMENT AND COMPLETION**

9.3 APPLICATIONS FOR PAYMENT

Add the following new subparagraph:

9.3.1.3 Until Substantial Completion, the Owner shall pay 95 percent of the amount due the Contractor on account of progress payments.

Add the following new subparagraph:

9.3.4 If authorized by the Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested, subject to Owner's approval, for material stored off the Project site, provided the Contractor complies with or furnishes satisfactory evidence of the following:

1. The material will be placed in a warehouse that is structurally sound, dry, lighted and suitable for the materials to be stored;
2. The warehouse is located within a 25-mile radius of the project. Other locations may be utilized, if approved in writing, by Owner;
3. Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project);
4. Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in

transit;

5. The warehouse (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
6. Owner shall at all times have the right of access in company of the Contractor;
7. Contractor and its surety assume total responsibility for the stored materials; and
8. Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish notice to owner when materials are moved from storage to the Project site.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to subparagraph 9.5.1:

The Architect may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or part of a Certificate for Payment previously issued, or the Owner may refuse to process an application for payment to such extent as may be necessary in the Owner's or Architect's opinion to protect the Owner from loss because of:

Add the following new subparagraphs 9.5.1.8 through 9.5.1.12:

9.5.1.8 Unsatisfactory prosecution of the Work by the Contractor, including but not limited to failure to carry out the Work in accordance with the Contract Documents.

9.5.1.9 Failure or refusal of the Contractor to fully comply with requirements in the Contract Documents for preparation and submission of scheduling of the Work and updates thereof, or failure to present statements of Intents or Affidavits pertaining to prevailing wages paid as may be required by statute.

9.5.1.10 Liquidated damages.

9.5.1.11 Failure to provide adequate security measures to protect materials stored on site for which the Contractor is seeking payment for.

9.5.1.12 Failure to provide evidence that the performance and payment bonds have been increased to equal the sum of Change Orders.

9.6 PROGRESS PAYMENTS

Add the following new subparagraphs 9.6.8 through 9.6.13:

9.6.8 Upon Commencement of the Work and at the option of the Contractor, an escrow account may be established by the Contractor in a financial institution chosen by the Contractor and approved by the Owner.

9.6.9 The escrow agreement shall provide that the financial institution will act as escrow agent, will pay interest on funds deposited in such account in accordance with the provisions of the escrow agreement and will disburse funds from the account upon the direction of the Owner as set forth below. Compensation to the escrow agent for establishing and maintaining the escrow account shall be paid from interest accrued in the escrow account.

9.6.10 As each progress payment is made, the retainage with respect to that payment shall be deposited by the Owner in the escrow account.

9.6.11 The interest earned on funds in the account shall accrue for the benefit of the Contractor until the substantial completion date named in the Construction Contract or the expiration of any authorized extension of such date. Interest earned after such date shall accrue for the benefit of the Owner. Cost of compensation to the escrow agent paid out of interest earned shall be borne by the Contractor.

9.6.12 When the Contractor has fulfilled all of the requirements of the Contract providing for reduction of retained funds, the escrow agent shall release to the Contractor one-half of the accrued funds but none of the interest thereon. When the Work has been fully completed in a satisfactory manner and the Architect has issued a final Certificate for Payment, the escrow agent shall pay to the Contractor the full amount of funds remaining in the account, including net

balance of the interest paid to the account, but less any interest that may have accrued for the benefit of the Owner, which shall be paid to the Owner.

9.6.13 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, the escrow agent shall make payment to the Contractor as provided in Subparagraph 9.10.3

9.8 SUBSTANTIAL COMPLETION

Change subparagraph 9.8.1 to read:

9.8.1 Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by the Architect and Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully occupy under necessary permits the Work (or portion thereof designated by the Owner) for the use for which it is intended. All Work other than incidental corrective or punch list work and final cleaning shall have been completed.

Add the following new subparagraph:

9.8.6 The acceptance of Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the application for payment for the Substantial Completion payment, and except for the Contract Sums due at Final Acceptance.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Add the following to this subparagraph 9.10.1:

The Architect's final Certificate of Payment shall establish the date of Final Completion. If the Contractor notifies the Architect that the punch list items are completed and requests an inspection to determine compliance, and the Architect determines that some or all the punch list items are not completed, the Contractor shall be responsible to the Owner for all costs, including Architect's fees, for any future Architect's inspections after the first inspection to determine subsequent compliance with the punch list.

ARTICLE 10 **PROTECTION OF PERSONS AND PROPERTY**

Add the following new subparagraph 10.2.8:

10.2.8 At all times until final acceptance of the Work, the Contractor shall protect from damage, weather, deterioration, theft, vandalism, and, malicious mischief all materials, equipment, tools, and other items incorporated or to be incorporated in the Work, or consumed or used in the performance of the Work, and all Work in process and completed Work.

ARTICLE 11 **INSURANCE**

11.1 CONTRACTOR'S LIABILITY INSURANCE

Add the following new subparagraphs 11.1.1.9 and 11.1.1.10:

11.1.1.9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises operations (including X, C and U coverage's as applicable).
2. Independent Contractors' Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.

5. Contractual, including specified provision for Contractor's obligation.
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations.

11.1.1.10 If the General Liability coverage's are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverage's required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Worker's Compensation:
 - (a) State: Statutory
 - (b) Applicable Federal: Statutory
2. Comprehensive or Commercial General Liability (including Premises-operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury:

\$1,000,000	Each Occurrence
\$2,000,000	Aggregate
 - (b) Property Damage:

\$1,000,000	Each Occurrence
\$2,000,000	Aggregate
 - (c) Products and Completed Operations to be maintained for a minimum period of 1 year after final payment.
 - (d) Property Damage Liability insurance shall provide Explosion, Collapse, and Underground coverage.
 - (e) Broad Form Property Damage Coverage shall include Completed Operations.
3. Contractual Liability:
 - (a) Bodily Injury:

\$1,000,000	Each Occurrence
\$2,000,000	Aggregate
 - (b) Property Damage:

\$1,000,000	Each Occurrence
\$2,000,000	Aggregate
4. Personal Injury, with Employment Exclusion deleted:

\$1,000,000	Each Occurrence
-------------	-----------------
5. Business Auto Liability (including owned, non-owned and hired vehicles):
 - (a) Bodily Injury:

\$1,000,000	Each Person
\$1,000,000	Each Occurrence
 - (b) Property Damage:

\$1,000,000	Each Occurrence
-------------	-----------------
6. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than

\$1,000,000	Each Occurrence
\$1,000,000	Aggregate.

11.1.3.1 The certificate of insurance shall name the Owner as "Additional Insured."
Certificate is required at time contract is signed.

11.1.3.2 The Contractor shall provide an original of the executed insurance policy
Endorsement to the Owner with the signed contract and prior to commencement of the work.

11.1.3.3 Upon request of the Owner, the Contractor shall provide complete, certified copies
of all required insurance policies.

11.4 PERFORMANCE AND PAYMENT BONDS

Delete Subparagraph 11.4.1 and substitute the following:

11.4.1 The Contractor shall provide bonds covering faithful performance of the Contract and
payment of obligations arising thereunder. Bonds may be obtained through the Contractor's
usual source and the cost thereof shall be included in the Contract Sum. The amount of each
bond shall be equal 100 percent of the Contract Sum including all change orders and sales tax.

Add the following new subparagraphs:

11.4.1.1 The Contractor shall deliver the required bonds to the Owner no later than ten days
following the Notice of Award and shall also be submitted with the signed and executed
contract.

11.4.1.2 Bonds shall be obtained from companies holding certificates of authority as acceptable
sureties pursuant to 31 CFR part 223.

11.4.1.3 Provide bonds executed by surety company or companies authorized to transact
business in State in which the project is being constructed. Required form: Performance Bond
and Payment Bond AIA-A312, March 1984. Bonding company as approved by Owner.

11.4.1.4 Provide originals of the executed bonds to the Owner, complete with original ink
signatures and original stamps/embossing.

11.4.1.5 Provide proof of bond rider adjustments in the bond sum for Change Orders in
conjunction with requests for progress payments.

Add the following paragraph 11.5:

11.5 HOLD HARMLESS STATEMENT

11.5.1 The Contractor agrees to defend, indemnify and save harmless the Owner, Architect,
and their agents, and employees against any and all loss, damage, liability, claims, demands or
costs resulting from injury or harm to persons or property (including, with limitation, the
Contractor's employees or property) arising out of or in any way connected with Contractor's
performance hereof, excepting only such injury or harm as may have been caused solely by the
fault or negligence of the Owner, Architect, and their agents, and employees, and shall be
deemed to include those of subcontractors.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.5 TESTS AND INSPECTIONS

Add the following new subparagraph:

13.5.7 No acceptance by the Owner of any Work shall be construed to result from any
inspection, tests or failures to inspect by the Owner, the Owner's representative, the Architect or
any other person. No inspection, test, failure to inspect or test, or failure to discover any defect
or non conformity by the Owner, the Owner's representative, the Architect or any other person
shall relieve the Contractor of its responsibility for meeting the requirements of the Contract
Documents or impair the Owner's right to reject defective or nonconforming items or right to
avail itself of any other remedy to which the Owner may be entitled, notwithstanding the
Owner's knowledge of the defect or nonconformity, its substantially or the ease of discovery.

**Add the following new paragraphs 13.8 through 13.8.1.2:
13.8 EQUAL OPPORTUNITY**

13.8.1 The Contractor shall maintain policies of employment as follows:

13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status, physical and mental disabilities, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth policies of nondiscrimination.

13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, marital status, physical and mental disabilities, or national origin.

ARTICLE 14
**TERMINATION OR SUSPENSION OF THE
CONTRACT**

14.2 TERMINATION BY THE OWNER FOR CAUSE

Change subparagraph 14.2.1 to read:

14.2.1 The Owner may, upon seven days' written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work for cause, including the following circumstances:

1. the Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure the Substantial Completion of the Work within the Contract Time;
2. the Contractor is in material default of any provision of the Contract;
3. the Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;
4. the Contractor fails to supply a sufficient number of properly skilled workers or proper materials;
5. the Contractor fails to make prompt payment due to Subcontractors or for materials or labor;
6. the Contractor disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
7. the Contractor materially breaches any provision of the Contract Documents.

Add the following new subparagraph:

14.2.5 If the Owner terminates in whole or part the Work pursuant to paragraph 14.2, the Owner may procure, upon such terms and in such manner as it deems appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the Owner for any excess costs for such similar supplies or services. The Contractor shall continue to perform of this Contract to the extent not terminated hereunder.

ARTICLE 15
ADMINISTRATION OF THE CONTRACT

15.1 CLAIMS AND DISPUTES

Add the following new subparagraphs 15.1.7 and 15.1.8:

15.1.7 All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractor of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar recovery. The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

15.1.8 The Contract Documents and the rights of the parties herein shall be governed by the laws of the State of Washington. Venue for all dispute resolution proceedings (including, but not limited to, mediation, arbitration, and litigation) shall be in the county in which the Owner's principal place of business is located, unless otherwise specified.

END OF SECTION