

---

**BID PROPOSAL, CONTRACT DOCUMENTS, AND SPECIFICATIONS FOR:**

---



# **WELL K-3 PROJECT**

**Job # 869**

**WINTER/SPRING 2024**

<p>Lakewood Water District 11900 Gravelly Lake Drive Lakewood, WA 98499  Phone: (253) 588-4423</p>	<p>Contacts: Mr. Don Stanley Lakewood Water District Mr. Max Freimund, PE RH2 Engineering, Inc. Mr. Burt Clothier Mott MacDonald</p>
--	--

**LAKWOOD WATER DISTRICT  
WELL K-3 PROJECT  
JOB # 869**

**TABLE OF CONTENTS**

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 00020	– Invitation to Bid
Section 00100	– Instructions to Bidders
Section 00200	– Checklist of Bidding/Contract Forms
Section 00300	– Bid Form
Section 00400	– Performance and Payment Bond
Section 00401	– Termination Statement
Section 00402	– Taxes
Section 00403	– Prevailing Wages
Section 00404	– Insurance Requirements
Section 00405	– Delinquent Taxpayer Statement
Section 00406	– Mandatory Subcontractor Responsibility Checklist
Section 00407	– Liquidated Damages Statement
Section 00408	– Litigation Statement
Section 00409	– Certification of Compliance with Wage Payment Statutes
Section 00500	– Agreement
Section 00600	– Addenda
Section 00700	– General Conditions
Section 00820	– Additional Articles - Supplementary Conditions
Section 00850	– Drawing Index
Section 00999a	– Notice of Award
Section 00999b	– Notice to Proceed
Section 00999c	– Application and Certificate for Payment

DIVISION 1 – GENERAL REQUIREMENTS

Section 01010	– Summary of the Work
Section 01150	– Measurement and Payment
Section 01200	– Project Meetings
Section 01300	– Submittals
Section 01500	– Temporary Facilities and Controls
Section 01700	– Contract Closeout
Appendix A	– Well Logs, Drawings and Maps
Appendix B	– Davis Bacon Wage Determinations

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTSSECTION 00020 – INVITATION TO BID

Notice is hereby given that sealed bids for the **WELL K-3 PROJECT, Job #869** will be received by LAKEWOOD WATER DISTRICT until, but not after, **2:00 PM, Monday April 1, 2024**. Bids will be received via email at [bids@lakewoodwater.org](mailto:bids@lakewoodwater.org), in person or mailed to the District offices located at 11900 Gravelly Lake Drive SW, Lakewood, WA 98499. Bids received by this time will be read on April 1, 2024, at 3:00 PM. At that time, bids will be opened, read, and publicly tabulated. The opening of Bids can be viewed and heard through a Microsoft Teams Live Event. To join the event, go to the District website at [www.lakewoodwater.org](http://www.lakewoodwater.org) and click on the red banner containing the project name at the top of the home page. The banner will not be placed on the website until the morning of the bid opening. Bids received after the time fixed for opening will not be accepted.

Lakewood Water District (Owner) desires to drill, construct, and test a new production well at its Lake Street Wellfield located in Lakewood, Washington (Figure 1).

The project will be contracted and managed by the Owner. Mott MacDonald will be the project geologist (Geologist) and will represent the Owner with the drilling, design, construction, development, and testing of the well. The Owner will provide access to the site prior to mobilization. The Owner shall be responsible for site preparation, disposal of drill cuttings, and water disposal. Drilling water will be provided on site via a standard garden-hose fitting at one of the near-by wellhouses.

Drilling will be completed using cable-tool methods to complete the production well portion of the project (Schedule A). The selected well drilling contractor (Contractor) shall furnish all labor, equipment, and material necessary to construct the new well in accordance with these Specifications.

Under Schedule A, the Contractor will be responsible for landing a minimum 16-inch diameter casing at the target depth of 600 feet, with final depth determined by the Geologist. Initial drilling will be with 24-inch diameter casing to approximately 150 feet. A 20-inch casing will be sealed into a non-water-bearing unit (silt/clay; confining unit) below the 24-inch shoe depth and drilling will continue with 16-inch casing. Seal material will be placed at the bottom of the 24-inch hole at the conclusion of the 20-inch drilling.

The proposed new well location is in an operating wellfield with two wells (Figure 1). Both wells are less than 600 feet deep. A representative well log is attached. The aquifer is highly transmissive, and the Owner is concerned about introducing turbidity into the aquifer. The wellfield will not be in use while penetrating this aquifer, but the Contractor should make every effort to minimize turbidity during drilling of the aquifer zone.

The Contractor shall take precautions to prevent contamination from accidental spills of motor fuel, oil, grease, solvents, or other potential contaminants. The Contractor shall protect the surface and underground infrastructure along access routes and the well site and shall maintain clean sites and control litter during all phases of construction and testing. The wellfield is fenced, and the Contractor shall conform to site security measures established by the District.

All work and materials shall conform to Washington Administrative Code (WAC) Chapter 173-160, Minimum Standards for the Construction of Wells.

This project is funded through the Washington State Department of Ecology through the State Revolving Funds (SRF) Program with federal funds from the U.S. Environmental Protection Agency. General contractors and all subcontractors must meet SRF provisions and requirements, including the American Iron and Steel and Build America, Buy America Act requirements. Neither

SECTION 00020 – INVITATION TO BID (CONTINUED)

the State of Washington nor any of its departments or employees are, or shall be, a party to any contract or any subcontract resulting from this solicitation for bids.

The Successful bidder will be required to conform to the wage requirements prescribed by the federal Davis-Bacon and Relate Acts, which requires that all laborers and mechanics employed by contractors and subcontractors performing on contracts funded in whole or in part by SRF appropriations in excess of \$2000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, and determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area.

Work will be performed on Unit Price and Lump Sum Bases with an estimated contract value for Schedule A of \$505,290. This work shall be completed within 150 calendar days of the Notice to proceed.

It is highly recommended that all interested bidders attend the on-site pre-bid meeting and walk-through of the project on March 14, 2024, commencing promptly at 11:00 AM to discuss the construction and bidding process. This meeting will be held at the Lake Street Wellfield at 6333 Lake Avenue SW, Lakewood, WA.

Access to bidding information (Plans, specifications, addenda, bidders list, plan holders list, and Bid Forms) for this project is available directly through the Lakewood Water District. Due to the exclusive nature of the work for this project, this will be a bid by invitation only unless the Base Bid exceeds the Engineer's Estimate. If the low Base Bid exceeds the Engineer's Estimate, the District may opt to open the bid process to the public.

As a guarantee of good faith and as required by law, each Bid shall include a Bid Deposit in the form of cash, postal money order, certified check, cashier's check, or surety bond, payable to the order of the Lakewood Water District, for an amount not less than five percent (5%) of the amount of such Bid. Such Bid Deposits must be enclosed within the sealed envelope at the time the Bid is submitted to the District. Checks shall be made payable to Lakewood Water District.

Bidders shall hold their bid prices for forty-five (45) calendar days after bid opening. Deposits of the three low Bidders will be retained until a contract has been entered into between the successful Bidder and the District. The selected Contractor, prior to commencing work, shall furnish a Performance and Payment Bond in an amount of not less than the total Contract Price including the estimated taxes, W-9 form, and Insurance Certificates and Endorsements. The successful Bidder shall be required to have a business license with the City of Lakewood. No payment shall be made to the selected Contractor until proof of such licensing is provided to the District.

The Contractor agrees to perform the complete Contract work as specified, including corrections, finish and cleanup as follows: 1) Substantial completion of all work within 150 calendar days, beginning with the date given in the Notice to Proceed by the Lakewood Water District and 2) Completion of all work including corrective work as required by the District's final inspection within 180 calendar days of the date given in the Notice to Proceed. Failure to complete the work within the specified completion times may result in assessment of liquidated damages as set out in Section 00500 Agreement.

The Owner, Lakewood Water District, reserves the right to reject any and all Bids, waive any irregularities or informalities and accept any bid if such action is believed to be in the best interest of the District. Each Bid shall be submitted on the prescribed forms included with the Contract Documents. All bidders must meet the requirements and include all parts listed in Section 00200 of the Bid Documents to be a qualified bidder. The Engineer's Estimate for this project is \$505,290, including sales tax.

SECTION 00020 – INVITATION TO BID (CONTINUED)

The Lakewood Water District is an Equal Employment Opportunity employer. Minorities, women, and Pierce County small businesses are encouraged to participate. <https://omwbe.wa.gov/small-business-assistance/bids-contracting-opportunities>. The **Well K-3 Project, Job #869** is a Prevailing Wage project.

Questions concerning this request for bids may be directed to:

Max Freimund, PE  
RH2 Engineering, Inc.  
Telephone: 206-498-7471  
Email: [mfreimund@rh2.com](mailto:mfreimund@rh2.com)

Burt Clothier, Project Manager  
Mott MacDonald  
Telephone: 360-413-1520  
Email: [Burt.Clothier@mottmac.com](mailto:Burt.Clothier@mottmac.com)

By G. Barton, Secretary  
Lakewood Water District Board of Commissioners

END OF SECTION 00020

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTSSECTION 00100 – INSTRUCTIONS TO BIDDERS1. DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to District, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom District (on the basis of District's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Access to bidding information (Plans, specifications, addenda, bidders list, plan holders list, and Bid Forms) for this project will be available at the Lakewood Water District.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither District nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 District and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

- 3.1 The following information shall be submitted according to the directions in the Bid Documents and at the time specified in the Bid Documents:
- a. Completed Non-Collusion Affidavit;
  - b. Completed Bidders Proposed Project Team;
  - c. Completed Equipment and Manpower Schedule;
  - d. Completed Listing of Proposed Subcontractors; and
- 3.2 In addition the Bidder must:
- a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
  - b. Have a current Washington Unified Business Identifier (UBI) number;

SECTION 00100 – INSTRUCTIONS TO BIDDERS (CONTINUED)

- c. If applicable:
  - (1) Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
  - (2) Have a Washington Employment Security Department number, as required in Title 50 RCW;
  - (3) Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- d. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

3.3 As evidence that the Bidder meets the bidder responsibility criteria, the apparent low Bidder must submit the following supplemental responsible bidder criteria documentation to the District within forty-eight (48) hours of request by the District. The District reserves the right to request such documentation from other bidders also.

**DO NOT SUBMIT SUPPLEMENTAL BIDDER CRITERIA WITH YOUR BID. SUBMIT SUPPLEMENTAL CRITERIA WITHIN 48 HOURS OF REQUEST BY DISTRICT.**

- a. The Bidder shall submit evidence of having a current City of Lakewood Business License.
- b. The Bidder shall submit a list of the public works projects completed within the previous five (5) years and include for each project the following information:
  - (1) The owner and contact information for the owner;
  - (2) Project description including the quantities and project cost for major items;
  - (3) A list of claims against the retainage and/or payment bond for the projects listed;
  - (4) A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.
- c. The District may contact previous owners to validate the information provided by the Bidder.
- d. The Bidder shall sign a statement (on a form to be provided by the District in Section 00300 Bid Form) that the Bidder has not had any public works contract terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project. The District may also use independent sources of information that may be available to demonstrate whether the Bidder is in compliance with this requirement.
- e. The Bidder shall sign a statement (on a form to be provided by the District in Section 00300 Bid Form) that the Bidder has not been assessed liquidated damages related to the performance of a public

SECTION 00100 – INSTRUCTIONS TO BIDDERS (CONTINUED)

works contract by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project. The District may also use independent sources of information that may be available to demonstrate whether the Bidder is in compliance with this requirement.

- f. The Bidder shall sign a statement (on a form to be provided by the District in Section 00300 Bid Form) that the Bidder has not been a plaintiff or defendant in the Puget Sound region (defined as King, Kitsap, Pierce, Snohomish and Thurston Counties) or federal district court for Western Washington in the last five (5) years involving performance or payment issues relating to a public works contract which were resolved adversely to the Bidder through judgment or settlement. The District may also use independent sources of information that may be available to demonstrate whether the Bidder is in compliance with this requirement.
- g. The Bidder shall sign a statement (on a form included in Section 00300 Bid Form) that the Bidder is not listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website:  
  
<http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx>.
- h. Subcontractors:
  - (1) The Bidder's standard subcontract form shall include the subcontractor responsibility language as set out in Section 00500 Agreement and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors meet the same requirements.
  - (2) The Bidder shall submit a copy of its standard subcontract form for review by the District, and a written description of its procedure for validating the responsibility of subcontractors (and sub-tier subcontractors) with which it contracts in order to meet the requirements as described above.
  - (3) The Bidder shall have all proposed subcontractors complete the "Mandatory Subcontractor Responsibility Checklist" included with Section 00300 Bid Form and submit the Checklist at the same time as the Bidder is requested to submit its Completed Listing of Proposed Subcontractors. DO NOT SUBMIT WITH YOUR BID.

3.4 The District may conduct reference checks for the apparent low and second low bidder whose bids are under consideration for award. In the event that information obtained from the reference checks:

- a. Reveals that the Bidder does not meet the supplemental bidder responsibility criteria; or
- b. Indicates concern about the Bidder's performance on previous projects, which may include, but not be limited to the quality of construction, the Bidder's management of subcontractors, timeliness of required submittals, and the safety record on the project; or



SECTION 00100 – INSTRUCTIONS TO BIDDERS (CONTINUED)

- c. Indicates other concerns about the Bidder's ability to successfully perform the Work.
  - d. The District shall have the right to use information from the reference checks as part of its determination that the Bidder is or is not a responsible bidder. Prior to making such determination that a Bidder is not responsible based on information received through reference checks, the District may discuss with the Bidder the information received from the references, and may provide the Bidder with the opportunity to offer explanations that may help inform whether the District declares the Bidder not responsible.
- 3.5 If a Bidder fails to submit the documentation required by the Bid Documents to demonstrate compliance with the mandatory and supplemental bidder responsibility criteria within the time period specified in the Bid Documents, the District may:
- a. Find the Bidder not responsible; or
  - b. Find the Bidder responsible based upon any available information that demonstrates that the Bidder meets the mandatory and supplemental bidder responsibility criteria.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.
- 4.2 Reference is made to the Supplementary Conditions for identification of reports, documents, and drawings utilized by the Engineer in preparation of the Contract Documents which are available at the offices of the District for inspection.
- 4.3 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site are based upon information and data furnished to District and Engineer by owners of such Underground Facilities or others, and District does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in paragraphs 4.3 above and in paragraph 7 of Section 00700 General Conditions.
- 4.5 Before submitting a Bid, each Bidder will be responsible to make or obtain such explorations, tests, and data concerning physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and finishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

SECTION 00100 – INSTRUCTIONS TO BIDDERS (CONTINUED)

- 4.6 On request in advance, District will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.
- 4.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by District unless otherwise provided in the Contract Documents.
- 4.8 The submission of Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA

- 5.1 All questions about the meaning or intent of the Contract Documents are to be directed in writing to Engineer/Owner's Project Manager. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by written Addenda mailed or delivered to all parties recorded by Engineer/Owner's Project Manager as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by District or Engineer.

6. BID DEPOSIT

- 6.1 Each Bid must be accompanied by the Bid Deposit made payable to the Lakewood Water District in an amount not less than five percent of the Bidder's maximum Bid price and in the form of cash, postal money order, certified check, cashier's check or a surety bond issued by a surety in the form of Section 00300, the Surety Bid Bond Form. The Surety's standard bond form is acceptable provided it provides the information shown on the Section 00300 Surety Bid Bond Form. The Bid Deposit must be included within the Bidder's sealed bid envelope at the time the Bid is submitted to the District.
- 6.2 The Bid Deposit of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Deposit will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Bid Deposit within fifteen (15) calendar days after the Notice of Award, District may void the Notice of Award and the Bid Deposit of that Bidder will be forfeited. The Bid Deposit of other Bidders whom District believes to have a reasonable chance of receiving

SECTION 00100 – INSTRUCTIONS TO BIDDERS (CONTINUED)

the award may be retained by District until the earlier of the seventh (7<sup>th</sup>) day after the Effective date of the Agreement or the forty-sixth (46<sup>th</sup>) day after the Bid opening, whereupon Bid Deposit furnished by such Bidders will be returned. Bid Deposit with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

7. CONTRACT TIME

7.1 The numbers of days within which the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in paragraph 3.1 of Section 00500 Agreement.

8. LIQUIDATED DAMAGES

8.1 Provisions for liquidated damages, if any, are set forth in paragraph 3.2 of Section 00500 Agreement.

9. SUBSTITUTE OR "OR-EQUAL" ITEMS

9.1 The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer/Owner's Project Manager, application for such acceptance will not be considered by Engineer/Owner's Project Manager until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer/Owner's Project Manager is set forth the General Conditions.

10. BID FORM

10.1 The Bid Form is included with the Bidding Documents available through the Builders Exchange of Washington website. All blanks in the Bid Form must be completed in ink or by typewriter and in accordance with the directions in these Instructions to Bidders and the Bid Form. Bid Form must include a signed EPA Form 5700-49 (Certification Regarding Debarment, Suspension, and Other Responsibility Matters) and the MBE/WBE Utilization Plan.

10.2 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign). The corporate address and state of incorporation must be shown below the signature.

10.3 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.4 All names must be typed or printed below the signature.

10.5 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

10.6 The address and telephone number for communications regarding the Bid must be shown.

SECTION 00100 – INSTRUCTIONS TO BIDDERS (CONTINUED)11. SUBMISSION OF BIDS

- 11.1 Bids shall be addressed to the District and shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid or the time last announced and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) as shown on the cover of the Bidding Documents, and name and address of the Bidder and with the Bid Deposit and other required documents (within the sealed envelope). If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Any Bid received after the time last announced for receiving bids may be retained by the District or returned to the Bidder, but such Bid shall be rejected as not responsive.
- 11.2 Bidding documents will be provided to Bidders on the approved Bidders List via Dropbox. Hard copies will also be available at the Lakewood Water District office. Prospective Bidders should download all required Bid documents, print them off and include them with the Bid.
- 11.3 RCW 39.30.060 requires that for all public works contracts expected to cost \$1 million or more, the Bidder shall submit the names of all Subcontractors which will subcontract for performance of the work for heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work. The Bidder shall not list more than one Subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate. Failure of the Bidder to submit as part of the bid, or within one hour after the published bid submittal time, the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the Bidder's bid nonresponsive and, therefore, void. The Bidder should review and familiarize itself with RCW 39.30.060 for any further requirements.

12. MODIFICATION AND WITHDRAWAL OF BIDS

- 12.1 A Bid may be modified or withdrawn after it has been delivered to the District by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 12.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with District and promptly thereafter demonstrates to the reasonable satisfaction of District that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid Deposit will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

13. POSTPONEMENT OF OPENING

- 13.1 The District reserves the right to postpone the date and time for receiving of Bids and such postponement may be made at any time prior to the time last announced for receiving of Bids. The District will give notice of any such postponement to each party to whom Bidding Documents have been issued, followed by issuance of an Addendum confirming the changing of the announced date and time for receiving Bids.

SECTION 00100 – INSTRUCTIONS TO BIDDERS (CONTINUED)14. OPENING OF BIDS

- 14.1 Bids, at the time and place last announced, except for those which are properly withdrawn, will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 15.1 All Bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but District may, in its sole discretion, release any Bid and return the Bid Deposit prior to that date.

16. CORRECTIONS OF BIDS

- 16.1 After Bids have been opened and read, they will be checked for mathematical accuracy with respect to extensions of unit price bids, addition, and numerical and written amounts. The following rules will be used for checking and correcting Bids.
- a. For unit or lump sum prices for which both words and numbers are required, the words shall be the amount of Bid.
  - b. If the product of a unit price and the listed estimated quantity for that unit does not equal the listed extended Bid amount, the unit price shall be the amount bid for the unit and the extended Bid amount shall be corrected to the correct product.
  - c. If the sum of the corrected extended amounts does not equal the total estimated Bid Schedule or contract amount shown in the Bid, the correct sum of the corrected extended amounts shall be the total amount bid for the Bid Schedule or contract amounts.

17. AWARD OF CONTRACT

- 17.1 District reserves the right to reject any and all Bids for any reason or no reason, to waive any and all informalities and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, District reserves the right to reject the Bid of any Bidder if District believes that it would be in the best interest of the Project to not make an award to that Bidder, whether because the Bid is not responsive or the Bidder is not responsible or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. In submitting a Bid, a Bidder acknowledges and agrees that it is not entitled to any compensation, costs, or damages relating to Bid preparation or resulting from District's decision to cancel the procurement or refusal to execute a Contract. In consideration for the District's review and evaluation of its Bid, the Bidder waives and releases any claims against District arising from rejection or any and all bids.
- 17.2 In evaluating Bids, District will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

SECTION 00100 – INSTRUCTIONS TO BIDDERS (CONTINUED)

- 17.3 District may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. District also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 17.4 District may conduct such investigations as District deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.
- 17.5 If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by District indicates to District that the award will be in the best interests of the Project.
- 17.6 If the contract is to be awarded, District will give the Successful Bidder a Notice of Award within ten (10) calendar days after approval of award by the District's Board of Commissioners.

18. REJECTION OF BIDS

- 18.1 The District reserves the right to reject any or all Bids for any reason or no reason. Without limiting the generality of the foregoing, the District in its discretion, may reject any Bid which is incomplete, not responsive, or irregular, including, but not limited to, any of the following reasons:
- a. More than one Bid on the same project from a Bidder under the same or different names;
  - b. Evidence of collusion with any other Bidder or Bidders. Participants in such collusion shall be disqualified from submitting bids on any further work;
  - c. If a Bidder is not responsible (see Section 18.2);
  - d. Unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, or progress, as shown by past or current work for the District;
  - e. Uncompleted work, whether for the District or otherwise, which might hinder or prevent the prompt completion of the work bid upon;
  - f. Failure to pay or settle bills for labor or materials on former or current contracts;
  - g. If the Bidder has previously defaulted in the performance of or failed to complete a written public contract, or has been convicted of a crime arising from a previous public contract;
  - h. Any other inability, financial or otherwise, to perform the Work;

SECTION 00100 – INSTRUCTIONS TO BIDDERS (CONTINUED)

- i. A Bidder not authorized to do business in the State of Washington;
- j. For any Bid in which a lump sum or unit price on one or more items is omitted;
- k. For any Bid in which the unit prices appear unbalanced in the opinion of the District;
- l. For any Bid accompanied by an insufficient or irregular Bid Deposit;
- m. For any Bid for which the Bid Form is not used or is altered;
- n. For any Bid which contains any additions, deletions, unauthorized alternate bids or conditions;
- o. If the Bidder adds any provisions reserving the right to reject or accept the contract.
- p. If receipt of addenda is not acknowledged on the Bid Form.

18.2 RCW 57.08.050 authorizes Lakewood Water District to Award the contract to the lowest "**responsible bidder.**" The Lakewood Water District reserves the right to determine whether any Bidder is responsible, and the right to reject any Bid from a Bidder determined not to be responsible, in accordance with the criteria set forth in Section 3 and the following criteria:

- 1. The ability, capacity, and skill of the Bidder to perform the contract in a timely manner;
- 2. The character, integrity, reputation, judgment, experience and efficiency of the Bidder shall be determined at the sole discretion of the District;
- 3. The quality of performance of previous contracts or services rendered by the Bidder and whether the Bidder has previously complied and is complying with all applicable laws relating to the contract; and
- 4. Any other information deemed relevant to performance by the District.
- 5. If the District determines the Bidder does not meet the mandatory and supplemental bidder responsibility criteria and is therefore not a responsible bidder as set out in the Bid Documents, the District shall notify the Bidder in writing with reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within twenty-four (24) hours of receipt of the District's determination by presenting additional information to the District. The District will consider the additional information before issuing its final determination within forty-eight (48) hours, or as otherwise negotiated with the District, from the date of receipt of the additional information. If the final determination affirms that the Bidder is not responsible, the District will not execute a contract with any other bidder until two (2) business days after the Bidder determined to be not responsible has received the final determination.

SECTION 00100 – INSTRUCTIONS TO BIDDERS (CONTINUED)19. PROTEST PROCEDURES

- 19.1 Form of Protest: In order to be considered, a Protest shall be in writing, addressed to the Superintendent of the Lakewood Water District. A copy of the Protest shall be provided to the District's General Manager. The Protest shall include the following:
- a. The name, address and phone number of the Bidder protesting, or the authorized representative of the Bidder;
  - b. The Solicitation Number and Title under which the Protest is submitted;
  - c. A detailed description of the specific grounds for Protest and any supporting documentation. It is the responsibility of the Protesting Bidder to supplement its Protest with any subsequently discovered documents prior to the District Engineer's decision;
  - d. The specific ruling or relief requested; and
  - e. Evidence that all persons with a financial interest in the procurement have been given notice of the Protest or if such persons are unknown, a statement to that effect.
- 19.2 Who May Protest:
- a. Protests based on specifications: Any prospective Bidder.
  - b. Protests following Bid opening: any Bidder who submitted a bid and can demonstrate a substantial financial interest in award of a contract.
- 19.3 Time to Protest:
- a. Protests based on specifications or other terms in the Contract Documents which are apparent on the face of said documents must be received by the District no later than ten (10) calendar days prior to the date established for submittal of Bids; provided however, if the tenth calendar day is a weekend or District holiday, the Protest must be received by noon the following business day.
  - b. The District must receive Protests based on other circumstances within five (5) calendar days after the protesting Bidder knows or should have known of the facts and circumstances upon which the Protest is based; provided however, if the fifth (5th) calendar day is a weekend or District's holiday, the Protest must be received by noon the following business day.
  - c. In no event shall a Protest be considered if all Bids are rejected or after execution of the Contract.
- 19.4 Determination of Protest: Upon receipt of timely written Protest; the Superintendent shall investigate the Protest and shall respond in writing to the Protest prior to contract execution. Except as provided below, the decision of the Superintendent shall be final.



SECTION 00100 – INSTRUCTIONS TO BIDDERS (CONTINUED)

- 19.5 Reconsideration of Superintendent's Decision: A financially interested Bidder may request that the Superintendent's adverse decision be reviewed by the General Manager of the Lakewood Water District on a reconsideration basis only. The only justification for reconsideration are: (1) new data, relevant to the underlying grounds for the Protest and unavailable at the time of the Protest to the Superintendent; or (2) the Superintendent made an error of law or regulation. The following procedure shall be followed for a reconsideration of the Superintendent's decision:
- a. Form of Request for Reconsideration: In order to be considered, a Request for Reconsideration must be filed with the General Manager in writing, with a copy provided to the District's Project Representative, and include:
    - (1) Name, address and telephone number of the person protesting or their authorized representative;
    - (2) A copy of the written decision of the Superintendent; and
    - (3) Include all pertinent facts and law on which the Bidder is replying.
  - b. Time for Filing Request for Reconsideration. The financially interested Bidder must file the Request for Reconsideration no later than two (2) business days after receiving the Superintendent's decision.
  - c. Review of Superintendent's Decision: Upon receipt of a Request for Reconsideration, the general Manager or his/her designee shall review (1) the information submitted to and reviewed by the Superintendent; and (2) the decision of the Superintendent and shall thereafter issue a final determination in writing regarding the Request for Reconsideration. No other information will be reviewed unless the basis for the Request for Reconsideration is new data.
  - d. Contract Execution: If a timely Request for Reconsideration is filed, the District will not execute a contract any sooner than two (2) business days after issuance of the final determination regarding the Request for Reconsideration.
- 19.6 Failure to Comply: Failure to comply with the procedures set forth herein may render a Protest untimely or inadequate and may result in rejection thereof by the District.
- 19.7 Exhaustion of Administrative Remedies: As a mandatory condition precedent to initiating a lawsuit against the District, a Bidder shall comply with the Protest and Reconsideration Procedures defined herein.
- 19.8 Venue: By submitting a Bid in response to the Invitation to Bid and for the convenience of the parties, the Bidder acknowledges and agrees that a lawsuit or action related to or arising out of this procurement shall be brought in the Superior Court of Pierce County, Washington.

SECTION 00100 – INSTRUCTIONS TO BIDDERS (CONTINUED)20. PERFORMANCE AND PAYMENT BOND

- 20.1 20.1 Upon receiving the Notice of Award, the Successful Bidder has ten (10) calendar days to submit the required Performance and Payment Bonds. See Section 00300 Bid Form, the Surety Bid Bond Form, and Section 00400 Performance and Payment Bond.

21. NOTICE OF AWARD

- 21.1 Notice of Award will be forwarded by the District to the Successful Bidder. The Successful Bidder shall review and sign the Acceptance of Notice and return it to the District within ten (10) calendar days of the date of Notice of Award. The Bidder shall submit evidence of having a current City of Lakewood Business License. In addition, the Bidder shall submit a Certificate of Insurance meeting or exceeding the requirements noted in Section 24 of the General Conditions.

22. SIGNING OF AGREEMENT

- 22.1 It is intended that the Agreement be executed at the Pre-Construction meeting. The District shall set the date for the Pre-Construction meeting when the Notice of Award to the Successful Bidder is issued. If the Agreement cannot be signed by the Successful Bidder at the Pre-Construction meeting, within ten (10) calendar days thereafter the Contractor shall sign and deliver the required number of counterparts of the Agreement and submit attached documents to District with the required Bonds. Within ten (10) calendar days thereafter, District shall deliver one fully signed counterpart to Contractor.

23. INSURANCE

- 23.1 The successful bidder shall provide a certificate of insurance stating the limits of insurance. The minimum limits shall be as shown in Section 24 of Section 00700 General Conditions. The Lakewood Water District and Robinson Noble, shall be named as Certificate Holders. The District, the City of Lakewood, and Robinson Noble shall be named as Additional Insured.

END OF SECTION 00100

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS  
SECTION 00200 – CHECKLIST OF BIDDING/CONTRACT FORMS

This checklist is provided only as a convenience for Bidders. Bidders are advised to carefully read all portions of the Contract Documents and to comply with all requirements.

**BIDDERS SHALL SUBMIT THE FOLLOWING DOCUMENTS (IN A SEALED ENVELOPE) AT THE TIME OF BID AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS**

Bid Deposit (cash, postal money order, certified check or cashier's check) **OR** Surety Bid Bond Form 5% of Bid Amount  
 Completed Bid Form  
     Receipt of all addenda issued  
     Submittal Date  
     Bidder Identification and Address  
     Schedule of Prices  
 Non-Collusion Affidavit  
 Proposed Project Team  
 Equipment & Manpower Schedule  
 List of Proposed Subcontractors  
 Proof of Insurance (not required if surety or bid bond provided)

**WITHIN FORTY-EIGHT (48) HOURS OF THE DISTRICT'S REQUEST, WHICH SHALL BE SHORTLY AFTER THE BID SUBMITTAL DEADLINE, THE APPARENT LOW RESPONSIBLE BIDDER SHALL SUBMIT THOSE DOCUMENTS REQUIRED IN SECTION 00100:**

Current certificate of registration as a contractor  
 Current Washington Business Identifier (UBI) number  
 Compliance with Industrial Insurance (workers compensation)  
 Washington Employment Security Department number  
 Washington Department of Revenue state excise tax registration number  
 Not be disqualified from bidding on public works contracts  
 List and description of Public Works Contracts in the last five (5) years  
 Termination Statement  
 Liquidated Damages Statement  
 Litigation Statement  
 Delinquent Taxpayer Statement  
 Subcontractor Responsibility Checklist  
 Certification of Compliance with Wage Payment Statutes

**WITHIN TEN (10) DAYS OF THE DATE OF NOTICE OF AWARD, THE SUCCESSFUL BIDDER SHALL SUBMIT THE FOLLOWING:**

Performance and Payment Bond  
 Certificate of Insurance  
 Proof of Lakewood Business License  
 W-9 Tax Form

END OF SECTION 00200

SECTION 00300 - BID FORM (CONTINUED)

To: Lakewood Water District  
11900 Gravelly Lake Drive SW  
Lakewood, WA 98499

Project: **Well K-3 Project**  
**Job # 869**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into the Agreement with the District in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of Section 00020 Invitation to Bid and Section 00100 Instructions to Bidder, including without limitation those dealing with the deposition of Bid Deposit. This Bid will remain subject to acceptance for forty-five (45) calendar days after the day of Bid opening. Bidder will sign and submit Section 00500 Agreement with the Bonds (in the form as required by Section 00400 Performance and Payment Bond) and other documents required by the Bid Documents within ten (10) calendar days after the date of District's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

(a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions and of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in [c] above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

SECTION 00300 - BID FORM (CONTINUED)

- (e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
  - (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
  - (g) Bidder has given Engineer/Owner's Project Manager written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer/Owner's Project Manager is acceptable to Bidder.
  - (h) The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any undisclosed group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over District.
  - (i) Bidder has a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of Bid submittal
  - (j) Bidder has a current Washington Unified Business Identifier (UBI) number;
  - (k) If applicable:
    - (1) Bidder has Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
    - (2) Bidder has a Washington Employment Security Department number, as required in Title 50 RCW;
    - (3) Bidder has a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - (l) Bidder is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. In addition to the criteria above, the following relevant supplemental bidder responsibility criteria is applicable to the Project and the apparent low Bidder must submit the following documentation to the District within 48 hours of the bid submittal deadline. The District reserves the right to request such documentation from other bidders also.

**DO NOT SUBMIT SUPPLEMENTAL CRITERIA WITH YOUR BID. SUBMIT SUPPLEMENTAL CRITERIA WITHIN 48 HOURS OF REQUEST FROM DISTRICT.**

SECTION 00300 - BID FORM (CONTINUED)

- (a) The Bidder shall submit evidence of having a current City of Lakewood Business License.
- (b) The Bidder shall submit a list of the public works projects completed within the previous five (5) years and include for each project the following information:
- The owner and contact information for the owner
  - Project description including the quantities and project cost
  - A list of claims against the retainage and/or payment bond for the projects listed;
  - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

The District may contact previous owners to validate the information provided by the Bidder.

- (c) The Bidder shall sign a statement (on a form included with Section 00401 Termination Statement) that the Bidder has not had any public works contract terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project. The District may also use independent sources of information that may be available to demonstrate whether the Bidder is in compliance with this requirement.
- (d) The Bidder shall sign a statement (on a form included with Section 00407 Liquidated Damages Statement) that the Bidder has not been assessed liquidated damages related to the performance of a public works contract by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project. The District may also use independent sources of information that may be available to demonstrate whether the Bidder is in compliance with this requirement.
- (e) The Bidder shall sign a statement (on a form included with this Section 00408 Litigation Statement) that the Bidder has not been a plaintiff or defendant in the Puget Sound region (defined as King, Kitsap, Pierce, Snohomish and Thurston Counties) or federal district court for Western Washington in the last five (5) years involving performance or payment issues relating to a public works contract which were resolved adversely to the Bidder through judgment or settlement. The District may also use independent sources of information that may be available to demonstrate whether the Bidder is in compliance with this requirement.
- (f) The Bidder shall sign a statement (on a form included with this Section 00405 Delinquent Taxpayer Statement) that the Bidder shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website:

<http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx>.

SECTION 00300 - BID FORM (CONTINUED)

- (g) Subcontractors:
- The Bidder's standard subcontract form shall include the subcontractor responsibility language as set out in Section 00500 Agreement and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors meet the same requirements.
  - The Bidder shall submit a copy, with its Supplemental Criteria, of its standard subcontract form for review by the District, and a written description of its procedure for validating the responsibility of subcontractors (and sub-tier subcontractors) with which it contracts in order to meet the requirements as described above. DO NOT SUBMIT WITH YOUR BID.
  - The Bidder shall have all proposed subcontractors complete the "Mandatory Subcontractor Responsibility Checklist" included in Section 00406 and submit the Checklist at the same time as the Bidder submits its Supplemental Criteria. DO NOT SUBMIT WITH YOUR BID.
- (h) The District may conduct reference checks for the apparent low and second low bidder whose bids are under consideration for award. In the event that information obtained from the reference checks:
- Reveals that the Bidder does not meet the supplemental bidder responsibility criteria; or
  - Indicates concern about the Bidder's performance on previous projects, which may include, but not be limited to the quality of construction, the Bidder's management of subcontractors, timeliness of required submittals, and the safety record on the project; or
  - Indicates other concerns about the Bidder's ability to successfully perform the work.
  - The District shall have the right to use information from the reference checks as part of its determination that the Bidder is or is not a responsible bidder. Prior to making such determination that a Bidder is not responsible based on information received through reference checks, the District may discuss with the Bidder the information received from the references, and may provide the Bidder with the opportunity to offer explanations that may help inform whether the District declares the Bidder not responsible.
- (i) If a Bidder fails to submit the documentation required by the Bid Documents to demonstrate compliance with the mandatory and supplemental bidder responsibility criteria within the time period specified in the bid documents, the District may:
- Find the Bidder not responsible; or

SECTION 00300 - BID FORM (CONTINUED)

- Find the Bidder responsible based upon any available information that demonstrates that the Bidder meets the mandatory and supplemental bidder responsibility criteria.
- (j) If the District determines the Bidder does not meet the mandatory and supplemental bidder responsibility criteria and is therefore not a responsible bidder, the District shall notify the Bidder in writing with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the District's determination by presenting additional information to the District. The District will consider the additional information before issuing its final determination within 48 hours, or as otherwise negotiated with the District, from the date of receipt of the additional information. If the final determination affirms that the Bidder is not responsible, the District will not execute a contract with any other bidder until two calendar days after the Bidder determined to be not responsible has received the final determination.
5. Bidder will complete the Work for the lump sum and unit prices shown in Schedule of Prices. (Unit Prices shown with words and figures should not include WSST).
  6. Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with paragraph 14.2 of the General Conditions within the number of calendar days indicated in the Agreement. Bidder expressly agrees to the provisions of the Agreement as to Liquidated Damages in the event of failure to complete the Work on time.
  7. The following documents are attached to and made a part of this Bid and shall be returned with Section 00300 Bid Form:
    - (a) Required Bid Deposit in the form described in the Instructions to Bidders in the amount of \$\_\_\_\_\_;
    - (b) Bidders Proposed Project Team;
    - (c) Equipment and Manpower Schedule; and
    - (d) List of Proposed Subcontractors.
    - (e) Non-Collusion Affidavit
  8. Communications concerning this Bid shall be addressed to:  
The Bidder's address: \_\_\_\_\_
  9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
  10. The Bidder authorizes the District to correct any obvious mathematical errors that may appear on this Form of Bid.
  11. In accordance with the provisions of the Contract Documents and RCW 4.24.115, the Bidder waives any industrial insurance immunity and acknowledges this waiver was the subject of mutual negotiation.



SECTION 00300 - BID FORM (CONTINUED)

- 12. The Bidder acknowledges that the Work to be performed under this Contract constitutes a "retail sale" as such term is defined in RCW 82.04.050, and the Contract Price is subject to the State of Washington and local agency retail sales taxes. However, the Bidder has not included such retail sales taxes in the Bid. The Bidder acknowledges that such retail sales tax will be calculated on Contract Price and the District will add retail sales tax (state and local) on each progress payment and final payment for transmittal by the successful Bidder to the Washington State Department of Revenue or to the applicable local government. Other than state or local retail sales taxes as specified above, the Bidder acknowledges it is required to include all other applicable taxes in the Bid prices and have done the same.
- 13. The Bidder expressly agrees that the District will award the Contract based upon the lowest Base Bid. The Bidder agrees that the District has the right to reinstate, at the Bid price, any Alternate Bid not incorporated into the Contract if the District notifies Bidder within sixty (60) calendar days after Notice to Proceed is issued.
- 14. The District reserves the right to reject any and all Bids for any reason or no reason, to waive any and all informalities and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the District reserves the right to reject the Bid of any Bidder if the District believes that it would be in the best interest of the Project to not make an award to that Bidder, whether because the Bid is not responsive or the Bidder is not responsible or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the District. In submitting a Bid, a Bidder acknowledges and agrees that it is not entitled to any compensation, costs or damages relating to Bid preparation or resulting from the District's decision to cancel the procurement or refusal to execute a Contract. In consideration for the District's review and evaluation of its Bid, the Bidder waives and releases any claims against the District arising from rejection of any and all bids.
- 15. SUBMITTED ON \_\_\_\_\_, 20\_\_.

WA State Contractor's License No: \_\_\_\_\_

Federal Tax ID No: \_\_\_\_\_

WA Workers Comp Acct#: \_\_\_\_\_

If Bidder is:

1. **AN INDIVIDUAL**

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

\_\_\_\_\_  
(Printed Name of Above Signed)

doing business as \_\_\_\_\_

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

Phone No.: \_\_\_\_\_ Cell No.: \_\_\_\_\_

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

SECTION 00300 - BID FORM (CONTINUED)

2. **A PARTNERSHIP**

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner)

\_\_\_\_\_  
(Printed Name of Above Signed)

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

Phone No.: \_\_\_\_\_ Cell No.: \_\_\_\_\_

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

3. **A CORPORATION**

By \_\_\_\_\_ (SEAL)  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_ (SEAL)  
(Name of person authorized to sign)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Printed Name of Above Signed)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Printed Name of Above Signed)

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

Phone No.: \_\_\_\_\_ Cell No.: \_\_\_\_\_

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

SECTION 00300 - BID FORM (CONTINUED)

4. **A JOINT VENTURE**

By \_\_\_\_\_ (SEAL)  
(Name)

\_\_\_\_\_  
(Printed Name of Above Signed)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_ (SEAL)  
(Name)

\_\_\_\_\_  
(Printed Name of Above Signed)

\_\_\_\_\_  
(Address)

(Each joint venture must sign. the manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

## SECTION 00300 - BID FORM (CONTINUED)

**Schedule A  
Lakewood Water District  
Well K-3 Project**

Item No.	Units	Item Description	Quantity	Unit Price	Amount
1	L.S.	Mob/Demob	1		\$ -
2	L.F.	Install Surface/Formation Seal	150		\$ -
3	EA	20-Inch Drive Shoe	1		\$ -
4	EA	16-Inch Drive Shoe	1		\$ -
5	L.F.	Drill 20-Inch Borehole	150		\$ -
6	L.F.	Furnish and Install 20-Inch Well Casing	301		\$ -
7	L.F.	Drill 16-Inch Borehole	300		\$ -
8	L.F.	Furnish and Install 16-Inch Well Casing	602		\$ -
9	L.S.	16-Inch Drive Shoe Cut	1		\$ -
10	Fixed est.	Furnish Screen Assembly and Other Materials + 15% Markup	1	\$ 20,000.00	\$ 20,000.00
11	HR.	Authorized Hourly	60		\$ -
12	L.F.	Credit for 16-Inch Casing Removed	35		\$ -
13	L.S.	Furnish and Install Pumping Test Equipment and Discharge Pipe	1		\$ -
14	HR.	Hourly Work for Pumping Tests	30		\$ -
15	Fixed est.	Extra Materials + 15% Markup	1	\$ 1,000.00	\$ 1,000.00
16	HR.	Standby Time	8		\$ -
Subtotal					
City of Lakewood Sales Tax @ 10%					\$ -
Schedule A Cost					\$ -

Contractor's name \_\_\_\_\_ Signature \_\_\_\_\_

SECTION 00300 - BID FORM (CONTINUED)

**BID DEPOSIT**

Herewith find attached deposit in the form of cash, postal money order, certified check, cashier's check, or surety bond, in the amount of \$ \_\_\_\_\_ (\$ \_\_\_\_\_), which is not less than five percent (5%) of the total bid.

**SURETY BID BOND FORM**

(If needed)

KNOW ALL PEOPLE BY THESE PRESENTS:

That I/we, \_\_\_\_\_ as Principal,  
and that I/we, \_\_\_\_\_ as Surety,  
are held firmly bound unto Lakewood Water District, Lakewood, Washington, as Obligee, in the penal sum of \$ \_\_\_\_\_ (\$ \_\_\_\_\_), for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for the **Well K-3 Project**, Lakewood, Washington, according to the terms of the proposal or bid made by the Principal thereto, and the Principal shall duly make and enter into a Contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

Signed, sealed, and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

Note: Power of Attorney shall be attached.

\_\_\_\_\_  
Attorney in Fact

Received return deposit in the sum of \$ \_\_\_\_\_ (\$ \_\_\_\_\_).

Bond No.: \_\_\_\_\_

(Bidders shall use this Surety Bid Bond Form or similar form provided by the Surety Company.)

SECTION 00300 - BID FORM (CONTINUED)

NON-COLLUSION AFFIDAVIT  
**(To be returned with your Bid)**

STATE OF WASHINGTON      )  
  )  
COUNTY OF \_\_\_\_\_  )

**I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:**

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Project for which this proposal is submitted.

\_\_\_\_\_  
Signature of Bidder / Contractor

Submitted and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the  
State of Washington

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

NOTICE TO ALL BIDDERS

To report bid rigging activities call:      **1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00-AM to 5:00-PM Eastern Time. Anyone with knowledge of possible bid rigging, Bidder collusion, or other fraudulent activities should use the "hotline" to report activities. All information will be treated confidentially and caller anonymity will be respected.

SECTION 00300 - BID FORM (CONTINUED)

BIDDERS PROPOSED PROJECT TEAM  
**(To be returned with your Bid)**

Name of Bidder: \_\_\_\_\_

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

Phone No.: \_\_\_\_\_

Individual ( ) Partnership ( ) Corporation ( ) Joint Venture ( ) (Check One)

**List the proposed project team for the Well K-3 Project:**

Principal-in-Charge: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Superintendent: \_\_\_\_\_

HDD Rig Operator: \_\_\_\_\_

Tracking / Steering Hand: \_\_\_\_\_

Site Safety Representative: \_\_\_\_\_

(Signed) \_\_\_\_\_ (Name of Company)

(By) \_\_\_\_\_

(Title) \_\_\_\_\_

Date \_\_\_\_\_

SECTION 00300 - BID FORM (CONTINUED)

EQUIPMENT AND MANPOWER SCHEDULE  
**(To be returned with your Bid)**

Equipment to be used: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Manpower schedule (use additional sheets if required) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Authorized Member



SECTION 00300 - BID FORM (CONTINUED)LISTING OF PROPOSED SUBCONTRACTORS  
**(To be returned with your Bid)**

Deliver to: Don Stanley, Department Head  
Lakewood Water District  
11900 Gravelly Lake Drive SW  
Lakewood, WA 98499

No later than 3:00 p.m. on the date of bid opening as set forth in Section 00020, **BIDDERS SUBMITTING A BASE BID OF ONE MILLION DOLLARS OR MORE** shall deliver to the Owner's Superintendent the following list. The Bidder shall list as part of its bid either itself or the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW. The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate. Failure of the Bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the Bidder's bid non-responsive and, therefore, void. The requirement of this section to name the Bidder's proposed heating, ventilation and air conditioning, plumbing, and electrical subcontractors applies only to proposed heating, ventilation and air conditioning, plumbing, and electrical subcontractors who will contract directly with the general contractor submitting the bid to the Owner.

**The Owner requires the Bidder to identify who will perform the following work. Please list either the Bidder's name, or if a subcontractor will be performing this work, list that subcontractor's name.** If a subcontractor intends to use a lower tier subcontractor to perform the HVAC, plumbing, and electrical work, the Bidder need not identify the sub-subcontractor, but rather indicate that a lower tier subcontractor shall be performing the work.

The Bidder shall identify or describe the Divisions, sections of the categories of work (HVAC, plumbing, and electrical) and list the subcontractor(s) who will subcontract with the bidder to perform that work by area of work (section, station or division). Additional space is provided below to identify additional subcontractors and their specific scopes of work. **The Bidder shall ensure that only one subcontractor is performing the same work in any area.**

<i>Description of Work</i>	<i>Technical specifications, including but not limited to the following</i>	<i>Name of Firm</i>
HVAC system		
Plumbing		
Electrical		

In the event no HVAC, plumbing, or electrical equipment has been directly specified in the Contract, the following shall be considered when filling in the above table: 1) Ventilation is typically required to meet safety requirements for enclosed spaces, may be incidental to other parts of the work, and may be required for the temporary construction facilities; 2) In the event no plumbing work within buildings (as described in Chapter 18.106 RCW) has been specified in the contract, however plumbing work may be required for the temporary construction facilities and elsewhere in the contract documents; 3) Electrical work may be incidental to the work for

SECTION 00300 - BID FORM (CONTINUED)

example as encountered with traffic control systems, electrical service to buildings and street lights, distribution wiring, generators and temporary electrical service and wiring for construction equipment and dewatering systems. Other areas may be identified by the Bidder in the contract documents as well.

SIGNATURE

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Print Name

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

SECTION 00300 - BID FORM (CONTINUED)


---

 EPA Project Control Number

 United States Environmental Protection Agency  
 Washington, DC 20460

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.  
Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- (b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

 Typed Name & Title of Authorized Representative

Date

---

 Signature of Authorized Representative

 I am unable to certify to the above statements. My explanation is attached.

SECTION 00300 - BID FORM (CONTINUED)**Instructions**

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a subagreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants= responsibilities, in the attached regulation.

**Where To Submit**

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

**How To Obtain Forms:**

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch  
Grants Administration Division (PM-216F)  
U.S. Environmental Protection Agency  
401 M Street SW  
Washington, DC 20460  
(Telephone: 202/475-8025)

SECTION 00300 - BID FORM (CONTINUED)

MBE/WBE UTILIZATION PLAN

**INSTRUCTIONS:** All bidders submitting responses to this proposal must complete this MBE/WBE Utilization Plan and submit it as part of their proposal. The plan must contain a detailed description of the services to be provided by each Minority and/or Women-Owned Business Enterprise (MBE/WBE) identified by the Bidder. If more than two MBE/WBEs are proposed, additional sheets should be used.

Certified MBE/WBE	Classification	Description of Work (Subcontracts/Supplies/ Services)	Annual Dollar Value of Subcontracts/Supplies/ Services
Name: _____ Address: _____ City, St, Zip: _____ Phone/Email: _____ Federal ID No.: _____	Certified MBE <input type="checkbox"/> WBE <input type="checkbox"/>		\$ _____
Name: _____ Address: _____ City, St, Zip: _____ Phone/Email: _____ Federal ID No.: _____	Certified MBE <input type="checkbox"/> WBE <input type="checkbox"/>		\$ _____

PREPARED BY (Signature): \_\_\_\_\_ DATE: \_\_\_\_\_

**SUBMISSION OF THIS FORM CONSTITUTES THE BIDDER'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MBE/WBE REQUIREMENTS SET FORTH WITHIN THE PROPOSAL. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR PROPOSAL DISQUALIFICATION.**

Name and Title of Preparer: \_\_\_\_\_

Telephone/Email: \_\_\_\_\_

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

<b>FOR AUTHORIZED USE ONLY</b>	
Reviewed By: _____	Date: _____
Utilization Plan Approved Yes/No	Date: _____
Notice of Deficiency Issued Yes/No	Date: _____
Notice of Acceptance Issued Yes/No	Date: _____

END OF SECTION 00300

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00400 – PERFORMANCE AND PAYMENT BOND

**PERFORMANCE AND PAYMENT BOND**

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
BOND NUMBER

**KNOW ALL BY THESE PRESENTS:** That we, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_,

\_\_\_\_\_ as Surety, a corporation legally  
doing business in the State of Washington, are held and firmly bound and obligated unto the State of  
Washington and the Lakewood Water District ("District") , pursuant to Chapter 39.08 RCW, in the full  
sum of the Contract Amount of \_\_\_\_\_ **DOLLARS**  
(\$\_\_\_\_\_), for the faithful performance of the Contract referenced below, and for  
the payment of which sum we do bind ourselves, and each of our heirs, executors and  
administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS, THIS OBLIGATION IS CONDITIONED** on the Principal entering into a Contract with  
the District for the **Well K-3 Project, # 869**, and by this reference incorporates all of the Contract  
Documents referenced in said Contract, as now or hereafter amended, with or without notice to  
Surety;

**NOW, THEREFORE, IT IS DECLARED AND AGREED** if the Principal shall faithfully perform all  
provisions of such Contract, pay all laborers, mechanics and subcontractors and materialmen, and all  
persons who shall supply such person or persons, or subcontractors, with provisions and supplies for  
the carrying on of such work, then this obligation is void, otherwise it shall remain in full force and  
effect. **Provided, however**, that the conditions of this obligation shall not apply to any money  
loaned or advanced to the Principal or to any subcontractor or other person in the performance of  
any such work; and

**IT IS FURTHER DECLARED AND AGREED** that the District shall have the right to sue on this  
bond in its own name to recover for any loss, injury, damage, or liability whatsoever sustained or  
incurred by it, by reason of any breach of the Contract, or of any provision in this bond; and

**IT IS FURTHER DECLARED AND AGREED** that nothing of any kind or nature whatsoever that  
will not discharge the Principal shall operate as a discharge or release of liability of the Surety,  
notwithstanding any law, rule of equity or usage relating to the liability of sureties to the contrary;  
and

**IT IS FURTHER DECLARED AND AGREED** that whenever Principal shall be in default under the  
Contract as determined by the District, the Surety, upon the District's request, shall promptly remedy  
the default in a manner acceptable to the District.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal: _____	Surety: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
District/Zip: _____	District/Zip: _____
Telephone: (    ) _____	Telephone: (    ) _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-  
in-fact to make, execute, seal and deliver this performance and payment bond, which power of  
attorney shall meet the approval of the District Attorney as to form and substance.

END OF SECTION 00400

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00401 – TERMINATION STATEMENT

**TERMINATION STATEMENT**

I \_\_\_\_\_ (please print full name) official representative of

\_\_\_\_\_ (please print business name)

Do hereby declare that I, nor the company I represent:

has not had any public works contract terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project. The District may also use independent sources of information that may be available to demonstrate whether the Bidder is in compliance with this requirement.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

END OF SECTION 00401

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTSSECTION 00402 – TAXES**RETAIL SALES**

- A. The Work to be performed under this Contract constitutes a “retail sale” as such term is defined in RCW 82.04.050, and the Contract Price is subject to the State of Washington and local agency retail sales taxes. However, bidders shall not include such retail sales tax on the Contract Price in their bids. Such retail sales tax will be calculated on the total Contract Price and the District will add retail sales tax (state and local) on each progress payment and final payment to the Contractor for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local government.
- B. Other than state or local retail sales tax on the Contract Price as specified above and except as provided in subparagraph C below, the bidder shall include in the bidder’s proposed price(s) all applicable taxes which as the Contractor it will be required to pay for the Work under this Contract. For example, the District will not add sales tax the Contractor pays on the purchase of tools, machinery, equipment or consumables not integrated into the Work. No adjustment will be made in the amount to be paid by the District under this Contract because of any misunderstanding by or lack of knowledge of the bidder/Contractor as to liability for, or the amount of, any taxes for which the bidder/Contractor is liable or responsible by or under this Contract or because of any increases in tax rates imposed by any federal, state or local governments.
- C. Retail sales/use taxes, if any, payable on equipment, materials and other items provided hereunder to the Contractor by the District shall not be included in the Bidder’s proposed prices. If taxes on such items are required to be paid, the District shall make such payment, either through the Contractor or direct to the Washington State Department of Revenue.

END OF SECTION 00402



DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTSSECTION 00403 – PREVAILING WAGES**WASHINGTON STATE PREVAILING WAGE RATES FOR PUBLIC WORKS  
CONTRACTS**

## NOTES:

- A. This contract is subject to the requirements of Chapter 39.12 RCW, Prevailing Wages on Public Works.
- B. The Contractor shall be responsible for reviewing and complying with the wage rate schedule found at [www.lni.wa.gov/tradeslicensing/prevwage/wagerates/default.asp](http://www.lni.wa.gov/tradeslicensing/prevwage/wagerates/default.asp) prior to submittal of bids based on these specifications.
- C. The effective date of the prevailing wage rates shall be March 2024.
- D. The County in which the project is located is Pierce County.
- E. Prevailing wage rates are available for viewing at the Lakewood Water District office: 11900 Gravelly Lake Drive SW, Lakewood, WA 98499.
- F. A hard copy will be mailed upon request for the non-refundable copying and mailing charge.
- G. The Contractor shall comply with the Washington State Department of Labor and Industries requirements and determinations as outlined in Section 00820 Additional Articles - Supplementary Conditions.
- H. Any questions regarding the State prevailing wage determinations shall be addressed to:  
Department of Labor and Industries  
Prevailing Wage Section  
7273 Linderson Way S.W.  
Tumwater, Washington 98501  
360-902-5335  
<http://www.lni.wa.gov/tradeslicensing/prevailingwage/default.asp>
- I. The applicable Davis Bacon Wage Determinations are included as Appendix B.

END OF SECTION 00403

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTSSECTION 00404 – INSURANCE REQUIREMENTS**1.01 Contractor's Insurance**

- A. As an administrative convenience, Bidders are requested to provide the insurance certificates and endorsements with their bids; provided however, prior to the performance of any physical labor at the Site, the Contractor shall provide to the Lakewood Water District Certificates of Insurance and Endorsements acceptable to the District meeting the requirements of the Contract (specific insurance requirements and coverage limits are set forth below and in Section 00700 General Conditions Article 24). Coverage shall be maintained without interruption from the commencement of the Contractor's Work until Final Acceptance, or for such longer time as required by the Contract. Each policy obtained by Contractor shall be endorsed to provide the District with 45 calendar days' notice of material changes to or cancellation of such policy.
- B. If the scope of Work is significantly expanded, or if the aggregate limits on any of the Contractor's policies are eroded, the District may require Contractor to obtain additional coverage or reinstate eroded coverage. If the need for additional coverage is due to the fault of the Contractor or any of its Subcontractors, the Contractor shall be responsible for the cost of such additional coverage or any of its Subcontractors coverage. The Contractor shall provide proof of additional insurance required because of changed Work (Change Orders).
- C. If the Contractor is required to correct damaged, defective or incomplete Work after Final Acceptance, it shall obtain at its own expense such insurance coverage as is required by the Contract, for the construction period. Such coverage shall be maintained throughout the period in which corrective work is performed.
- D. Review of Contractor's insurance by the District shall not relieve or decrease the duty of the Contractor to comply with the requirements of the Contract Documents.
- E. Nothing contained within these provisions shall affect and/or alter the application of any other provision within this agreement.

**1.02 Waiver of Subrogation**

The Contractor waives all rights against the District, District's consultants, or any separate contractors, and their agents and employees, for damages caused by fire or other perils to the extent such damage cost is actually paid by property insurance applicable to the Work. The Contractor shall require similar waivers from all Subcontractors. This provision shall be valid and enforceable only to the extent permissible by the applicable property insurance policies.

SECTION 00404 – INSURANCE REQUIREMENTS (CONTINUED)**1.03 Evidence of Insurance**

The Contractor shall furnish the District with Certificates of Insurance and endorsements required by this Contract. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date of the policy. The Contractor shall, upon demand of Lakewood Water District, make available to Lakewood Water District, in Lakewood Water District, certified copies of all such policies of insurance required in this Contract. Failure to provide such policies of insurance within a time acceptable to Lakewood Water District shall entitle Lakewood Water District to suspend or terminate the Contractor's work hereunder. Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligation hereunder.

All subcontractors shall be required to include the District and Contractor as additional insureds on their General Liability and Automobile Insurance policies.

**1.04 Minimum Scope and Limits of Insurance**

The Contractor shall obtain and maintain the minimum insurance set forth below and as required in Section 00700 General Conditions Article 24. By requiring such minimum insurance, Lakewood Water District shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.

Insurance coverage shall be at least as broad as stated below and with limits no less than:

- A. **General Liability.** Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 Ed. 11-88 covering **COMMERCIAL GENERAL LIABILITY**. \$1 million combined single limit per occurrence, and for those policies with aggregate limits, a \$2 million aggregate limit.
- B. **Automobile Liability.** Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 Ed. 12/90 covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. \$1 million combined single limit per accident.
- C. **Workers' Compensation. Statutory requirements of the State of residency.** Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.

SECTION 00404 – INSURANCE REQUIREMENTS (CONTINUED)

- D. **Employer’s Liability or “Stop Gap”.** Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the general liability policy.
- E. **Builder’s Risk/Installation Floater:** The Contractor shall procure and maintain during the life of the Contract, or until acceptance of the Project by Lakewood Water District, whichever is longer, “All Risk” Builders Risk or Installation Floater Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft and property in transit. The coverage shall insure for direct physical loss to property of the entire construction Project, for 100% of the replacement value thereof. The policy shall be endorsed to cover the interests, as they may appear, of Lakewood Water District, Contractor and subcontractors of all tiers with Lakewood Water District listed as a loss payee. The insurance carrier shall be notified of partial occupation or use by the District. Such partial occupation or use shall not void the insurance nor shall such partial occupation or use relieve the Contractor of its obligations under the Contract Documents.

In the event of a loss to any or all of the Work and/or materials therein and/or to be provided at any time prior to the final close-out of the Contract and acceptance of the Project by Lakewood Water District, the Contractor shall promptly reconstruct, repair, replace or restore all Work and/or materials so destroyed. Nothing herein provided for shall in any way excuse the Contractor or its surety from the obligation of furnishing all the required materials and completing the Work in full compliance with the terms of the Contract.

- F. **Explosion & Collapse, Underground Damage (XCU) Endorsement.** \$1,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. Evidence of Insurance must specifically state coverage is included.
- G. **Umbrella Liability Coverage over General Liability and Automobile Liability Coverage.** \$4,000,000 combined single limit per occurrence, and \$4,000,000 aggregate limit.

### **1.05 Deductibles/Self-Insured Retentions**

The Contractor's insurance policies shall not contain deductible or self-insured retentions in excess of \$10,000 unless approved by the District. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the District and shall be the sole responsibility of the Contractor.

SECTION 00404 – INSURANCE REQUIREMENTS (CONTINUED)**1.06 Other Insurance Provisions**

- A. The insurance policies required in this Contract are to contain and be endorsed to contain the following provisions:
1. With respect to all Liability Policies except Workers Compensation:
    - a. The District, its elected or appointed officers, officials, employees, Engineer and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract.
    - b. The Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, agents, and consultants. Any insurance and/or self-insurance maintained by the District, its officers, officials, employees, agents and consultants shall not contribute with the Contractor's insurance or benefit the Contractor in any way.
    - c. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
    - d. The General Aggregate provision of the Contractor's insurance policy shall be amended to show that the General Aggregate Limit of the policies apply separately to this Project.

**1.07 Acceptability of Insurers**

- A. Unless otherwise approved by the District:
1. Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII or better, and who are approved by the Insurance Commissioner of the State of Washington pursuant to Title 48 RCW.
  2. Professional Liability, Errors and Omissions insurance may be placed with insurers with a Bests' rating of B+; VII.
- B. If at any time the foregoing required policies shall fail to meet the above minimum requirements, the Contractor shall, upon notice to that effect from the District, promptly obtain a new policy, and shall submit the same to the District, with the appropriate certificates and endorsements, for approval.

**1.08 Subcontractors**

The Contractor shall include all subcontractors as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by subcontractors, as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

SECTION 00404 – INSURANCE REQUIREMENTS (CONTINUED)**1.09 Job Site Safety**

The Contractor shall have the **“right to control”** and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state, and local safety regulations governing the job site, employees and subcontractors. The Contractor shall be responsible for subcontractor’s compliance with these provisions.

END OF SECTION 00404

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00405 – DELINQUENT TAXPAYER STATEMENT

**(To be returned with Supplemental Bidder Criteria)**

**DELINQUENT TAXPAYER**

I \_\_\_\_\_ (please print full name), official representative of

\_\_\_\_\_  
(please print business name)

Do hereby declare that I, nor the company I represent:

Is not listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website: <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx>

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

END OF SECTION 00405

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS  
SECTION 00406 – MANDATORY SUBCONTRACTOR RESPONSIBILITY CHECKLIST

**(To be returned with Supplemental Bidder Criteria)**  
**Mandatory Subcontractor Responsibility Checklist**

<b>General Information</b>	
Project Name:	Project Number:
Subcontractor's Business Name:	Subcontract Execution Date:
Contractor Registration: <a href="http://fortress.wa.gov/ini/bbip/">http://fortress.wa.gov/ini/bbip/</a>	
License Number:	Status: Active/ Not Active
Effective Date (must be effective on or before Subcontract Bid Submittal Deadline):	Expiration Date:
Contractor and Plumber Infraction List: <a href="http://www.ini.wa.gov/tradelicensing/registermybusiness/brd/">http://www.ini.wa.gov/tradelicensing/registermybusiness/brd/</a>	
Is Subcontractor on Infraction List? Yes/ No	
Current UBI Number: <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd</a>	
UBI Number:	Account: Closed/ Open
Industrial Insurance Coverage: <a href="http://fortress.wa.gov/ini/crpsi/MainMenu.aspx">http://fortress.wa.gov/ini/crpsi/MainMenu.aspx</a>	
Account Number:	Account: Current/ Not Current
Employment Security Department Number	
Employment Security Department Number:	
Has Subcontractor provided account number on the Bid Form: Yes/ No	
And/or have you asked the Subcontractor for documentation from Employment Security Department on account number: Yes/ No	
State Excise Tax Registration Number: <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
Tax Registration Number:	Account: Closed/ Open



## SECTION 00406 – MANDATORY SUBCONTRACTOR RESPONSIBILITY CHECKLIST (CONTINUED)

Not Disqualified from Bidding: <a href="http://ini.wa.gov/TradeLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp">http://ini.wa.gov/TradeLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp</a>	
Is this Subcontractor listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes/ No	
Contractor Licenses: <a href="http://fortress/wa/gov/ini/bbip/">http://fortress/wa/gov/ini/bbip/</a>	
Electrical: If required by Chapter 19.28 RCW, does the Subcontractor have an Electrical Contractor's License? Yes/ No	Elevator: If required by Chapter 70.87 RCW, does the Subcontractor have an Elevator Contractor's License? Yes/ No
Checked By:	
Name of Employee:	Date:

END OF SECTION 00406

DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS  
SECTION 00407 – LIQUIDATED DAMAGES STATEMENT

**(To be returned with Supplemental Bidder Criteria)**

**Liquidated Damages**

I \_\_\_\_\_(please print full name), official  
representative of

\_\_\_\_\_(please print  
business name)

Do hereby declare that I, nor the company I represent:

has not been assessed liquidated damages related to the performance of a public works contract by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project. The District may also use independent sources of information that may be available to demonstrate whether the Bidder is in compliance with this requirement.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

END OF SECTION 00407

DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS

SECTION 00408 – LITIGATION STATEMENT

**(To be returned with Supplemental Bidder Criteria)**

**Litigation**

I \_\_\_\_\_ (please print full name), official  
representative of

\_\_\_\_\_ (please print  
business name)

Do hereby declare that I, nor the company I represent:

not been a plaintiff or defendant in the Puget Sound region (defined as King, Kitsap, Pierce, Snohomish, and Thurston Counties) or federal district court for Western Washington in the last five (5) years involving performance or payment issues relating to a public works contract which were resolved adversely to the Bidder through judgment or settlement. The District may also use independent sources of information that may be available to demonstrate whether or not the Bidder is in compliance with this requirement.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

END OF SECTION 00408

DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS  
SECTION 00409 – CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

**(To be returned with Supplemental Bidder Criteria)**

**Certification of Compliance with Wage Payment Statutes**

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date of September 26, 2017, 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

State of Incorporation, or if not a corporation, State where business entity was formed:

\_\_\_\_\_

If a co-partnership, give firm name under which business is transacted:

\_\_\_\_\_

## DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

### SECTION 00500 – AGREEMENT

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019 by and between Lakewood Water District (hereinafter called DISTRICT or LWD) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

DISTRICT and CONTRACTOR, in consideration of the mutual covenants, agreements, terms and conditions contained in this Agreement and in the rest of the Contract Documents which are attached hereto and made a part of this Agreement (this Agreement, the plans, drawings, specifications and general and supplemental conditions, non-discrimination forms, any addenda thereto collectively referred to as the "Contract Documents");

#### **Article 1. WORK**

Drilling will be completed using cable-tool methods to complete the production well portion of the project (Schedule A). The selected well drilling contractor (Contractor) shall furnish all labor, equipment, and material necessary to construct the new well and perform the deeper exploration in accordance with these Specifications.

Under Schedule A, the Contractor will be responsible for landing a minimum 16-inch diameter casing at the target depth of 600 feet, with final depth determined by the Geologist. Initial drilling will be with 24-inch diameter casing to approximately 150 feet. A 20-inch casing will be sealed into a non-water-bearing unit (silt/clay; confining unit) below the 24-inch shoe depth and drilling will continue with 16-inch casing. Seal material will be placed at the bottom of the 24-inch hole at the conclusion of the 20-inch drilling.

The proposed new well location is in an operating wellfield with two wells (Figure 1). Both wells are less than 600 feet deep. A representative well log is attached. The aquifer is highly transmissive, and the Owner is concerned about introducing turbidity into the aquifer. The wellfield will not be in use while penetrating this aquifer, but the Contractor should make every effort to minimize turbidity during drilling of the aquifer zone.

#### **WELL K-3 PROJECT Job #869**

CONTRACTOR shall assume liability and repair all unknowns on District property (i.e., electrical, irrigation, phone, television, gas, signs, etc...)

#### **Article 2. ENGINEER**

The Project has been in conjunction with **Mott MacDonald**, who is hereafter called ENGINEER and who is to act as DISTRICT'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

#### **Article 3. CONTRACT TIME**

3.1 Work shall reach Substantial Completion within **one hundred-fifty (150) calendar days from the date when the Contract Time commences to run as provided in Section 00700, General Conditions, and shall achieve Final Completion and ready for Final Payment within one hundred-eighty (180) calendar days from the date when the Contract Time commences to run.** Time table, work schedule and size of crew must be agreed upon by LWD

SECTION 00500 – AGREEMENT (CONTINUED)

(only one LWD inspector available). Work hours shall be 7:30 a.m. to 4:30 p.m. Monday through Friday, unless conditioned specifically approved by a representative of Lakewood Water District.

- 3.2 **Liquidated Damages.** Time of commencement and completion shall be as stated in the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 17.4 in Section 00700 General Conditions. The CONTRACTOR shall prosecute the Work diligently and without interruption from the date of commencement and shall fully complete the Work required under this Contract. If the CONTRACTOR fails to perform the Work in accordance within the time specified in paragraph 3.1, the parties, recognizing that damages are difficult or impossible to ascertain and the inconvenience of otherwise obtaining an adequate remedy, agree that CONTRACTOR will pay DISTRICT liquidated damages for such delay at the rate of \$500.00 for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. The parties agree that such sum is reasonable in light of the anticipated or actual harm caused by CONTRACTOR'S failure to deliver conforming Work on or before the scheduled date. The parties also agree that any amount payable by CONTRACTOR to DISTRICT under this paragraph 3.2 represents a genuine and reasonable pre-estimate of the damages which DISTRICT will suffer and shall be deemed liquidated damages and not a penalty. Liquidated damages hereunder may be deducted by DISTRICT from payments owing to CONTRACTOR pursuant to this Contract and otherwise will be payable to DISTRICT within thirty (30) days.
- 3.3 CONTRACTOR is discouraged from working overtime. If overtime is requested and approved, CONTRACTOR will be responsible for payment to District Inspector at a rate of \$75.00 per hour (2 hour minimum per day).

**Article 4. CONTRACT PRICE**

- 4.1 DISTRICT shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds pursuant to the Bid Schedule and other provisions specified in this Contract
- 4.2 DISTRICT agrees to pay CONTRACTOR for fulfillment of the Work and performance of the covenants set forth in the Contract Documents in accordance with CONTRACTOR'S bid and the Contract Documents. CONTRACTOR acknowledges DISTRICT does not guarantee any minimum amount of Work will be performed under this Contract; or that the total dollar value will equal the total of the Bid amount.

**Article 5. PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with Article 13 of Section 00700 General Conditions and Section 00999c Application for Payment. Applications for Payment will be processed by Engineer/Project Manager as provided in General Conditions. Payment will be made for the completed Work less any deductions or retainages as provided in General Conditions. Certified Payroll documentation must be provided with every Application for Payment and must be provided prior to release of payment. In order to be within the District's timeframe for monthly payment procedures, the Contractor must submit monthly pay requests prior to the first (1st) Friday of every month; pay requests submitted on or after the 1st Friday of the month shall be paid in the following month. The Contractor must also submit a Certified Payroll document with each monthly request for payment.

SECTION 00500 – AGREEMENT (CONTINUED)**Article 6. CONTRACTOR'S REPRESENTATIONS**

In order to induce DISTRICT to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 The CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 6.2 The CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Contract Documents.
- 6.3 The CONTRACTOR has obtained and carefully (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the contract Documents, including specifically the provisions of paragraph 4 of Section 00700 General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 6.4 The CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4 of Section 00700 General Conditions.
- 6.5 The CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- 6.6 The CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 6.7 The CONTRACTOR has a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal.
- 6.8 The CONTRACTOR has a current Washington Unified Business Identifier (UBI) number.
- 6.9 If applicable:
  - 6.9.1 The CONTRACTOR has Industrial Insurance (workers' compensation) coverage for the CONTRACTOR'S employees working in Washington, as required in Title 51 RCW;
  - 6.9.2 The CONTRACTOR has a Washington Employment Security Department number, as required in Title 50 RCW; and
  - 6.9.3 The CONTRACTOR has a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

SECTION 00500 – AGREEMENT (CONTINUED)

- 6.10 The CONTRACTOR is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- 6.11 The CONTRACTOR has not had any public works contract terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project. The DISTRICT may also use independent sources of information that may be available to demonstrate whether the CONTRACTOR is in compliance with this requirement.
- 6.12 The CONTRACTOR has not been assessed liquidated damages related to the performance of a public works contract by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project. The DISTRICT may also use independent sources of information that may be available to demonstrate whether the CONTRACTOR is in compliance with this requirement.
- 6.13 The CONTRACTOR has not been a plaintiff or defendant in the Puget Sound region (defined as King, Kitsap, Pierce, Snohomish and Thurston Counties) or federal district court for Western Washington in the last five (5) years involving performance or payment issues relating to a public works contract which were resolved adversely to the CONTRACTOR through judgment or settlement. The DISTRICT may also use independent sources of information that may be available to demonstrate whether the CONTRACTOR is in compliance with this requirement.
- 6.14 The CONTRACTOR shall not be listed on the Washington State Department of Revenue’s “Delinquent Taxpayer List” website:  
<http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx>.

**Article 7. SUBCONTRACTOR RESPONSIBILITY**

- 7.1 The CONTRACTOR shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the DISTRICT, the CONTRACTOR shall promptly provide documentation to the DISTRICT demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- 7.2 The CONTRACTOR standard subcontract form shall include the subcontractor responsibility language as required in paragraph 7.1 above and the CONTRACTOR shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The CONTRACTOR subcontract form shall also include a requirement that each its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors meet the same requirements.
- 7.3 At the time of subcontract execution, the CONTRACTOR shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
- 7.3.1 Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
- 7.3.2 Have a current Washington Unified Business Identifier (UBI) number;
- 7.3.3 If applicable, have:
- a. Have Industrial Insurance (workers’ compensation) coverage for the subcontractor’s employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;



SECTION 00500 – AGREEMENT (CONTINUED)

- c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- d. An electrical contractor license, if required by Chapter 19.28 RCW;
- e. An elevator contractor license, if required by Chapter 70.87 RCW.

7.3.4 Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

**Article 8. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between DISTRICT and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement.
- 8.2 Performance and Payment Bond
- 8.3 Notice of Award
- 8.4 The General Conditions, Supplementary Conditions (modifications and additional articles), general requirements, and specifications consisting of the divisions and sections listed in the Table of Contents.
- 8.5 Drawings as listed in the General Requirements.
- 8.6 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- 8.7 Certificates of Insurance.
- 8.8 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Section 00700 General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

**Article 9. MISCELLANEOUS**

- 9.1 Except as expressly provided in the Contract Documents, no liability shall attach to DISTRICT by reason of entering into this Agreement.
- 9.2 Terms used in this Agreement which are defined in Article 1 of Section 00700 General Conditions will have the meaning indicated in Section 00700 General Conditions.

SECTION 00500 – AGREEMENT (CONTINUED)

9.3 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.4 DISTRICT and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to DISTRICT, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by DISTRICT and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_.

DISTRICT \_\_\_\_\_ CONTRACTOR \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_  
(CORPORATE SEAL) (CORPORATE SEAL)

Attest \_\_\_\_\_ Attest \_\_\_\_\_

Address for giving notices Address for giving notices  
\_\_\_\_\_  
\_\_\_\_\_

(If DISTRICT is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.

License No. \_\_\_\_\_  
Agent for service of process:  
\_\_\_\_\_  
(If CONTRACTOR is corporation, attach evidence of authority to sign.)

END OF SECTION 00500

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00600 – ADDENDA

END OF SECTION 00600

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTSSECTION 00700 – GENERAL CONDITIONS

## 1. DEFINITIONS

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

## 1.1 ADDITIONAL DRAWINGS

All Drawings prepared and issued by the District subsequent to the signing of the Contract, and for further explanation or amplification of the Contract Drawings, or for the revision of the same, all as herein provided.

## 1.2 AGREEMENT

The written instrument which is evidence of the agreement between District and Contractor covering the Work.

## 1.3 BID

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

## 1.4 BIDDER

Any person, firm or corporation submitting a bid for the Work.

## 1.5 CHANGE ORDER

A written order to the Contractor, after execution of the Contract, authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

## 1.6 CLAIM

A demand or assertion by District or Contractor seeking an adjustment of Contract Price or Contract Time, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

## 1.7 CONTRACT OR THIS CONTRACT

The particular Contract executed by the Contractor and the District, of which these General Conditions are integral parts.

## 1.8 CONTRACT DOCUMENTS

All of the documents and information set forth in Article 4 of Section 00500, the Agreement.

## 1.9 CONTRACT DRAWINGS OR DRAWINGS

The part of the Contract Documents which shows the characteristics and scope of the Work to be performed and which have been prepared or reviewed by the Consulting Engineer.

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

## 1.10 CONTRACTOR

The person, firm or corporation to whom this Contract is awarded by the District and who is party thereto.

## 1.11 CONTRACT PRICE

The total moneys payable to the Contractor under the terms and conditions of the Contract Documents.

## 1.12 CONTRACT TIME

The number of consecutive calendar days stated in the Contract Documents for the completion of the Work. Contract time begins to run as of the date of the Notice to Proceed.

## 1.13 DAY

In the Contract, the term "Day" shall mean a calendar day of 24 hours beginning at 12:00 midnight.

## 1.14 DESIGN

The final design of structural, mechanical, electrical, civil or other engineering disciplines.

## 1.15 DISTRICT

The term "District" shall mean Lakewood Water District, a party to this Contract.

## 1.16 ENGINEER

The Project Engineer or Consulting Engineer under contract with the District, acting either directly or through its authorized assistants. If the District has not contracted with an engineer, the District's Project Manager will serve in this capacity.

The District has the right and authority to employ several engineering firms, engineers, inspectors and the like and assign to them various engineering or administrative duties, functions and responsibilities of the "Engineer" as that term is used in this Contract. In such case the District shall advise the Contractor at the pre-construction conference or thereafter in writing of those divisions or assignments of engineering or administrative duties, functions and responsibilities and the firms or persons designated to perform them, and the designee shall be the "Engineer" for contract purposes within the context of the designation.

## 1.17 EQUIPMENT

The machinery, accessories, appurtenances and manufactured articles to be furnished and/or installed under the Contract.

## 1.18 FINAL COMPLETION

Final Completion and final acceptance occur on the date when the Contractor's obligations under the Contract Documents are complete, except for Contractor's warranty obligations, and the District accepts Contractor's performance as complete and Final Payment becomes due and payable.

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

## 1.19 FINAL PAYMENT

The payment, less any contractual or statutory withholdings, due to Contractor upon the date set forth in Article 14 of these General Conditions.

## 1.20 LAWS

Includes: (a) all applicable federal, state, regional and local laws, rules including, without limitation, administrative rules, regulations, orders, directives, ordinances, codes and standards in effect during the course of the Project; and (b) all District policies, rules and regulations concerning existing Site safety, procedure, security or operation in effect during the term of the Contract.

## 1.21 LIQUIDATED DAMAGES

The amount described in the Agreement to be paid to District, or to be deducted from any payments due or to become due to Contractor, for each day's delay in completion or substantial completion of the Work beyond the time allowed in the Contract Documents and Notice to Proceed, plus any extensions thereof.

## 1.22 MATERIAL OR MATERIALS

Machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with the Contract.

## 1.23 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the District to the successful Bidder.

## 1.24 NOTICE TO PROCEED

Written communication issued by the District to the Contractor authorizing Contractor to proceed with the Work and establishing the date of commencement of the Work.

## 1.25 PLANS

All official Contract Drawings or reproductions of Contract Drawings made or to be made pertaining to the Work provided for in the Contract, or to any structure connected therewith, as prepared or reviewed by the Engineer.

## 1.26 PROGRESS SCHEDULE

A schedule which details an orderly progression of the Work to completion within the Contract Time as described in the Contract Documents.

## 1.27 PROJECT

The structure or improvement to be constructed in whole or in part through the performance of the Contract.

## 1.28 SHOP DRAWINGS

All shop details necessary for the fabrication and installation of structural steel, pipe, machinery, Equipment, including schedules and bending diagrams of reinforcing steel, and other detailed drawings, to be furnished by the Contractor as required and provided in the Contract Documents.

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

## 1.29 SITE

The location of the Project is in Pierce County, Washington.

## 1.30 SPECIFICATIONS

The prescribed directions, requirements, explanations, terms and provisions pertaining to the various features of the work to be done, or manner and method of performance, and the manner and method of measurements and payments contained in Division 00200 through 00900 of the Project Specifications. They also include directions, requirements and explanations as set forth on the Plans.

## 1.31 SUBCONTRACTOR

Any person, firm or corporation other than an employee of the Contractor, supplying for and under agreement, either with the Contractor, or any Subcontractor of the Contractor, labor or Materials, or both, at the Site of the Project in connection with this Contract.

## 1.32 SUBSTANTIAL COMPLETION

The date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, so that the Project or specified part can be utilized by the District for purposes for which it is intended. The term "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. Work to be completed includes restoration of pavement, sidewalks, and other public and private improvements.

## 1.33 UNDERGROUND FACILITIES

All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

## 1.34 WORK

The work necessary to manufacture and deliver the machinery, Equipment and Material and/or the furnishing of all labor, tools, Material, Equipment, construction equipment, working drawings where required, and other necessities for the construction or erection of the structures, facilities or improvements shown and called for in the Contract Documents and the act of constructing or erecting said structures, facilities or improvements complete.

1.34.1. Changed Work means Work that is in addition to or different than the original scope of Work bid by Contractor or Work that changes the Contract Price and/or Contract Time.

1.34.2. Defective Work means any portion of the Work that is unsatisfactory, faulty or deficient in that it (i) does not conform to the requirements of the Contract Documents; (ii) does not meet the requirements of any applicable inspection, reference standard, test or approval referred to in the Contract Documents; or (iii) has been damaged prior to the Engineer recommendation of Final Payment (unless responsibility for the protection thereof has been assumed by District at Substantial Completion in accordance with the Contract Documents).

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

## 2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

## 2.1 SCOPE OF WORK

The Contractor may be furnished additional instructions and detail Drawings by the District as necessary to carry out the Work required by the Contract Documents.

## 2.2 ADDITIONAL DRAWINGS

The Additional Drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the Additional Drawings and instructions.

## 2.3 NOTICES TO THE CONTRACTOR

Any notices or services, which it may be necessary to deliver to the Contractor in connection with this Contract may be sent to the Contractor by regular mail, return receipt requested, to the Contractor's address as recorded in the signed Contract Documents or, if such address is lacking, to such other address as the District may deem proper.

## 3. CORRELATION AND INTENT OF DOCUMENTS

## 3.1 CONTRACT DOCUMENTS

3.1.1. As provided in the Agreement, the Contract Documents are complementary and what is called for by any one shall be binding as if called for by all. The intention of the Documents is to include, unless otherwise specifically stated, all labor and Materials, Equipment, and transportation necessary for the proper execution of the Work. It is the intent of this Contract and its Contract Drawings and Specifications and other Contract Documents to specify and set forth a complete operating unit or system ready for use within the Contract Time. In determining the scope of Work the Plans and Specifications and Contract Documents shall be considered in their entirety. Where items of the Work are specified or shown in general terms or without complete detail it is intended that such item shall be a complete operating item regardless of whether or not every detail has been set forth in the Contract Documents and omission of such details shall not be construed to mean that they are to be omitted by the Contractor and the cost of such details shall be included in the prices bid and set forth in the proposal Items. The Contract Documents are intended to specify and control the completed Work, not to control the method of performing the Work.

3.1.2. Copies of data furnished by District or Engineer to Contractor or Contractor to District or Engineer that may be relied upon are limited to the printed copies. Files in electronic media format of text, data, graphics or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Any discrepancy between the electronic files and the printed copies will be resolved in favor of the printed copies.

3.1.3. Contractor and Subcontractor or Supplier shall not:

3.1.3.1 have or acquire any title to or ownership rights in any of the Contract Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the District, Engineer or Engineer's consultants, including electronic media editions; or

3.1.3.2 reuse any of such Contract Drawings, Specifications, other documents (or copies thereon) on extensions of the Project or any other project without written consent of District and specific written verification or adaptation by Engineer.



SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

## 3.2 REFERENCE STANDARDS

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Law in effect at the time of Invitation to Bid, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of District, Contractor or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the other provisions of this Contract.

## 4. CONFORMITY TO DRAWINGS AND SPECIFICATIONS

## 4.1 CONTRACT DOCUMENTS

The Contract Documents includes the Invitation to Bid, Bid Forms, General and Supplemental Conditions, Washington State Prevailing Wage Rates for Public Works Contracts, W-9 Taxpayer Identification Certificate Form, Non-Discrimination Forms, Performance & Payment Bond, Taxes, Agreement, Technical Specifications, Drawings and Addenda (if applicable).

4.2 All Work shall be done in strict conformity to the Contract Drawings and Specifications.

4.3 The District reserves the right to make reasonable changes in location of Materials and Equipment, if such is considered expedient for a better constructed and operable Unit or system; considering, however, that such changes are made prior to any Work done on said Item to be changed. Such changes to be done at no additional cost to the District unless Contractor gives written notice within ten (10) calendar days of receipt of such change. In which event, the Contractor will be entitled to a change in the contract in accordance with Article 7 of the General Conditions.

## 4.4 CONTRACTOR CHANGES TO CONTRACT DRAWINGS

In the event that Contractor reasonably determines that changes or modifications to approved Contract Drawings are required, Contractor shall be responsible for all reasonable costs incurred by the District as a result of such changes to Contract Drawings, including costs incurred by the District from third parties who relied on the Contract Drawings. Such reasonable costs shall be determined in the District's sole opinion.

## 5. SEPARATE CONTRACTS

## 5.1 RELATIONS WITH OTHER CONTRACTORS AND DISTRICT

5.1.1. The District reserves the right to award other contracts in connection with this Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with the other contractors.

5.1.2. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect, and within fourteen (14) calendar days after given Notice to Proceed, report in writing to the Project Manager, any defect in such work that render it unsuitable for such proper execution and results. The Contractor's failure so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of Contractor's Work and a waiver of

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

any such claims by Contractor except as to the defects which may develop in the other contractor's work after the execution of the Contractor's Work.

- 5.1.3. To insure proper execution of its subsequent Work, the Contractor shall measure work already in place from other contractors and shall, within fourteen (14) calendar days after given Notice to Proceed, report, in writing, to the Project Manager any discrepancies between the executed work by other contractors and the Drawings.
- 5.1.4. Contractor shall be liable to District and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor or District as a result of Contractor's action or inaction.

## 5.2 DISTRICT FREE FROM DAMAGE CLAIMS

If, through acts of neglect or unjustified omissions or default on the part of the Contractor, another contractor or any subcontractor of any other contractor shall suffer loss or damage to their work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the District on account of any damage alleged to have been so sustained, the District shall notify the Contractor, who shall indemnify, and save harmless the District and shall assume and pay for the defense costs of any such claims, provided however that the Contractor shall have no liability to indemnify against liability for loss or damages caused by or resulting from the sole negligence of the District and/or Engineer, and in the event that such liability for loss or damages to work is caused by the concurrent negligence of the District and/or Engineer or its agents or employees and the Contractor or its agents or employees, the obligation hereof shall be enforceable only to the extent of the Contractor's negligence.

## 5.3 OCCUPANCY OF THE SITE

- 5.3.1. Contractor shall at all times conduct its operations in such a manner as to ensure the least inconvenience to the general public. Contractor shall assume full responsibility for the protection and safekeeping of products stored on Site under this Contract and shall obtain and pay for the use of additional storage or Work areas needed for Contractor's operations.
- 5.3.2. The Contractor must ascertain, to its own satisfaction, the scope of the Project and the nature of any other contracts that have been or may be awarded by the District in the prosecution of the Project, that the Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to the Contractor exclusive occupancy of the Site. The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If the performance of any contract is likely to be interfered with by the simultaneous execution of some other contract or contracts, the District shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether the work under the contracts can be coordinated so that the contractors may proceed simultaneously. The District shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the performance or attempted performance of any other contract or contracts existing or known to be pending at time of Bid.

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

## 6. ENGINEER/PROJECT MANAGER

## 6.1 INSPECTION

- 6.1.1. The District's Project Manager (hereinafter "Project Manager") or other individual designated in the Notice to Proceed is the construction site representative of the District and the Contractor shall look to that person in matters relating to compliance with Contract requirements.
- 6.1.2. The Project Manager may make visits to the Site at intervals appropriate to the various stages of construction as Engineer and District deem necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, the Project Manager will determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Project Manager shall be the sole judge of the work and materials with respect to quantity, quality and acceptability of materials and work furnished.
- 6.1.3. The District, through its Project Manager, shall have the authority to stop the Work whenever in its opinion such stoppage is necessary to insure the proper execution of the Contract, and any order by the District to stop Work shall in no case relieve the Contractor from the obligations of his Contract.
- 6.1.4. In addition to the Project Manager, the District may elect to have an inspector on site to monitor, observe and record construction progress. The Contractor maintains complete responsibility to verify construction is meeting the design intent and is being constructed in accordance with the plans and specifications. It is not the responsibility of the District's inspector to address neither means and methods issues on site nor direct safety issues. The District's inspector does not have the authority to stop Work if unsafe conditions are observed.
- 6.1.5. Once project construction commences, the Contractor shall notify the District's Inspector or Project Manager a minimum of seven (7) calendar days in advance of when the contractor wants to delay work on the project for more than one day. If the Contractor wants to delay work on the project for one day, he shall give notice to the District's Inspector or Project Manager a minimum of 24 hours in advance. If the Contractor does not provide this one day notice, the District has the option of charging \$100 to the Contractor for time/cost to rearrange duties for the project Inspector.

## 6.2 INTENT OF DRAWINGS AND SPECIFICATIONS

To avoid any misunderstandings which might arise as to the import of anything contained in the Drawings and Specifications or as to any discrepancy, error, or omission therein, seeming or actual, the Engineer's or District's decision as to the true intent and meaning, and correction thereof, shall be binding and final. All dimensions will be considered valid. In the event of omitted dimensions, Work shall not be started until the necessary dimensions have been obtained from the Engineer or District in writing. Contractor shall be responsible for the methods of performing and installing the Work and any suggestions included in the Contract Documents or given by District or Engineer shall be considered to be advisory only.

## 6.3 ENGINEER TO HAVE ACCESS

The Engineer shall at all times have access to all parts of the Work and to the shops wherein the Work is in preparation for the purpose of inspection, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

## 6.4 LIMITATION OF ENGINEER'S AUTHORITY

The Engineer or District shall not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

## 7. CHANGES

7.1 The District may make changes in the Work within the scope of this Contract and such changes may be made without notice to any sureties. If any change causes an increase or decrease in the Contractor's cost of, or the time required for the performance of, any part of the Work under this Contract, an equitable adjustment will be made consistent with such change and the Contract modified in writing accordingly; provided, however, that the Contractor notifies the District in writing of the effect said change will have on the Project's cost or time before commencing the changed Work. Records pertaining to changes in the Work shall be maintained sufficient to document all costs. Failure to notify the District and/or maintain and disclose the required records shall constitute a waiver of the Contractor's claim.

7.2 Only the District General Manager or Superintendent has authority to approve Change Orders beyond the original scope of Work. If the Work required by a Change Order affects the "Critical Path" of construction tasks and is the sole, unavoidable cause for changing the length of time required to complete the Work, the Contract Time may be adjusted accordingly.

7.3 The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price will be determined by one or more of the following methods in the order of precedence listed below:

7.3.1. **Rates** set forth in the Contractor's Bid,

7.3.2. **Lump sum**, calculated based on negotiated quantities and levels of effort in accordance with the provisions of subparagraph 7.3.3, or

7.3.3. **Time and materials** basis at rates set forth in the Contract Documents or, if not specified, as follows:

7.3.3.1 Labor not to exceed applicable Prevailing Rates of Wage, plus 15% for overhead, profit and all other costs incurred in supplying labor;

7.3.3.2 Materials and supplies incorporated in and necessary for the work, plus 15% for overhead, profit and all other costs incurred in supplying the Materials and supplies;

7.3.3.3 Equipment, excluding small hand tools, at hourly rates set forth in the "Rental Rate Blue Book" published by K-III Directory Corporation; for such equipment not included in said Blue Book compensation shall be at such rates as approved by the Project Manager, plus 15% for overhead, profit and all other costs incurred in supplying such equipment;

7.3.3.4 "Overhead" shall include, but not be limited to: field and office engineering, estimating, general superintendence, purchasing, office expense, small hand tools, all applicable taxes (except state and local retail sales tax), bonding and insurance costs, delay, acceleration or other impact and any other costs of doing business;

7.3.3.5 Subcontractor's Work costs shall be calculated in accordance with subparagraphs 7.3.3.1 through 7.3.3.4 above. To the total (excluding all markups for overhead and profit) shall be added 10% for the Contractor's supervision and overhead support. In the event of multi-tiered Subcontractors, the total mark-up to be

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

paid by the District for such Work shall not exceed the applicable mark-up for the item (i.e. labor, equipment or material) plus 10%, inclusive of all tiers;

- 7.3.3.6 All costs of the Contractor and any Subcontractor attributable to a change in the Work are either specifically listed or covered by the multipliers specified in subparagraphs 7.3.3.1 through 7.3.3.5 above.

#### 7.4 CLAIMS FOR EXTRA COST AND EXTENSION OF TIME

- 7.4.1. A Claim for Change Order is a demand by one of the parties to the Contract for and interpretation of Contract terms or an adjustment in Contract conditions including Price or Time and may involve questions of performance under the Contract including acceptability of Work, progress of Work, the extent to which Work has been completed, whether Work is included in the Contract, and other matters in question between the District and the Contractor.
- 7.4.2. Claims for Change Orders must be initiated in writing and include the information and substantiation required by the Contract Documents. Pending final resolution of a Claim for Change Order, the Contractor shall proceed diligently with performance of the Contract.
- 7.4.3. If the Contractor wishes to make a Claim for Change Order for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. A Claim for Change Order must be made in accordance with Article 7.4.7 or it shall be deemed waived. Prior notice is not required for Claim for Change Orders relating to an emergency endangering life or property.
- 7.4.4. If Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Engineer/District, (2) and order by the District to stop the Work where the Contractor was not at fault, (3) a written order for a change in the Work issued by the Architect, Engineer, District, (4) failure of payment by the District, (5) termination of the Contract by the District, (6) District's suspension or (7) other reasonable grounds, Claims for Change Order shall be filed in accordance with Article 7.4.7.
- 7.4.5. If the Contractor wished to make a Claim for Change Order for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim for Change Order shall include information required in the Contract Documents, including but not limited to an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim for Change Order is necessary.
- 7.4.6. All Claim for Change Orders arising out of or relating to the Contract Documents or the breach thereof shall be decided exclusively by the following resolution procedure in Article 7.4.7 unless parties mutually agree in writing otherwise.
- 7.4.7. The Contractor shall submit a written notice of any Claims for Change Order to the District within seven (7) calendar days of occurrence of the event giving rise to such Claim for Change Order and shall include a clear description of the event leading to or causing the Claim for Change Order. For all Claims for Change Order, the Contractor shall submit a written Claim for Change Order as provided herein within thirty (30) calendar days of notice. Claims for Change Order shall include a clear description of the Claim for Change Order and any proposed change in the Contract Price (showing all components and calculations) and/or Contract Time (showing cause of and analysis of resulting delay) fully supporting the Claim for Change Order. Failure to properly submit notice or Claim for Change Order shall constitute waiver of the Claim for Change Order. The Claim for Change Order shall be deemed to include all changes, direct and indirect,

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

in cost and in time, to which the Contractor (and subcontractors of any tier) is entitled and may not contain reservations of right without the District's prior written approval.

- 7.4.8. Within thirty (30) calendar days of the District's receipt of the written Claim for Change Order, an officer of the Contractor, a principal of the Engineer (if needed), and the District's designee (all with authority to settle) shall meet, confer, and attempt to resolve the Claim for Change Order. The District may elect to defer this meeting to a time after it has assembled and reviewed the data.
- 7.4.9. Should the Contractor be delayed in the prosecution or completion of the Work by the act, neglect or default of the District, any of its officers or employees, any other contractor employed by the District upon the Work, then the time herein set for completion for the Work shall be extended for a period equivalent to the Work time lost by reason of any or all of the caused aforesaid. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor. Extended time period shall be determined and fixed by the District, which determination shall be final, but no allowance shall be made unless a Claim for Change Order therefore is presented in writing to the District within seven (7) calendar days after occurrence of such delay.
- 7.4.10. When it has been determined that Contractor is entitled to an extension of time, the amount of such extension shall be only to compensate for direct delays and shall be based upon Contractor's energetically pursuing the Work at a rate not less than that which would have been necessary to complete the Work on time. In determining the amount of extension, the Engineer/District will consider that the Contractor is applying efforts simultaneously on the several parts of the Work to the maximum amount practical. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provision of any bond to be given to a surety, the giving of such notice shall be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.
- 7.4.11. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provision of any bond to be given to a surety, the giving of such notice shall be the Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

8. QUALITY

- 8.1 Unless otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for Materials, labor, tools, Equipment, water, light, power, transportation, supervision, and temporary construction, and other services and facilities of any nature necessary to execute, complete and deliver the Work within the Contract Time. Material and Equipment shall be new and of a quality equal to or better than that specified. Equipment offered shall be current models which have been in successful regular operation under comparable conditions. The Work performed shall be in conformity with the best modern practice of the trade with the intent to secure the best standard of construction and equipment of work as a whole and in part.
- 8.2 The Work under this Contract shall be performed in accordance with applicable sections of the current Standard Specifications for Road, Bridge, and Municipal Construction, Washington State Chapter, American Public Works Association, and Washington State Department of Transportation, hereafter referred to as the Standard Specifications, as amended by the Technical Specifications.
- 8.3 Certain other referenced standards used in this specification are from the latest editions of:

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

- IBC International Building Code
- IPC International Plumbing Code
- IMC International Mechanical Code
- NEC National Electric Code
- AWWA American Water Works Association
- ANSI American National Standards Institute
- ASA American Standards Association
- ASTM American Society for Testing and Materials

## 9. WARRANTY OF TITLE

## 9.1 MATERIAL, SUPPLIES, AND EQUIPMENT

No Material, supplies, or Equipment for the Work under this Contract shall be purchased subject to any security transaction, chattel mortgage or under a conditional sale or other agreement by which an interest therein or if any part thereof is retained by the seller or Contractor or any other person. The Contractor warrants good title to all Material, supplies and Equipment installed or incorporated in the Work and agrees upon completion of all Work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by Contractor to the District free from any claims, liens, or charges and further agrees that neither Contractor nor any person, firm or corporation furnishing any Materials or labor for any Work covered by this Contract shall have any right to a lien upon the premises or any improvement or any appurtenances thereon, provided that this shall not preclude the Contractor from installing metering devices and other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or the city. In the event of the installation of any such metering devices or equipment, the Contractor shall advise the District as to the owner thereof. The provisions of this Article 9.1 shall be inserted in all subcontracts and Material contracts and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal contract is entered into for such Materials.

## 9.2 RELEASE

If Contractor performs any work or furnishes any material that is not provided for in the Contract, Contractor releases District from all liability for payment for it.

## 10. TESTING, STARTUP, AND OPERATION

The Contractor shall conduct all testing and startup. Testing and startup shall not be a cause for claims for delay by the Contractor and all expenses for testing and startup shall be incidental to the Contract Price. The Contractor shall make arrangements for all materials, supplies, and labor necessary to efficiently complete the testing, startup, and operation.

## 10.1 SCHEDULE

The placing of all improvements in service shall consist of three (3) parts: "testing", "startup", and "operation". Not less than fifteen (15) working days prior to the anticipated time for beginning the testing, the Contractor shall submit to the Engineer/Owner's Project Manager for approval, a completed plan for the following:

1. Schedule for tests
2. Detail schedule of procedures for startup
3. Complete schedule of events to be accomplished during testing
4. An outline of Work remaining under the Contract Documents that will be carried out concurrently with the operation phases.

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

## 10.2 TESTING

- 10.2.1. The Contractor may periodically request testing for items that must be covered or tested before other work can proceed. In these cases, the Work shall not be tested or covered up without timely notification to the District of its readiness for testing. Should any Work be covered up without notice, approval, or consent; it must, if required by the District, be uncovered for examination at the Contractor's expense. Where Work is to be tested, all necessary equipment shall be set up and the Work given a preliminary test so that any and all defects may be discovered and repaired prior to calling out the District for the test.
- 10.2.2. Final testing shall consist of individual tests and checks made on equipment intended to provide proof of performance of unit and proper operation of unit control together with necessary tests to show system operation. Assure proper alignment, size, condition, capability, strength, proper adjustment, lubrication, pressure, hydraulic test, leakage test, and all other tests deemed necessary by the District to determine all Materials and Equipment are of specified quality, properly situated, anchored, and in all respects, ready for use.
- 10.2.3. All piping shall be tested as required by specification and applicable codes. Tests on individual items of equipment, such as pipelines, structures, controls, and other items shall be as necessary to show proper system operation. Testing will be done by the Contractor in the presence of the District. During testing, the Contractor shall correct any defective Work discovered. Startup shall not begin until all tests required by these specifications have been completed and approved by the District.
- 10.2.4. The Contractor shall provide a minimum 48 hours (2 complete working days) prior notification to the Engineer/Project Manager where witnessed testing or startup is required. The Contractor shall provide further notification within two (2) working hours of the scheduled test to the Engineer/Project Manager confirming that the Contractor has successfully completed all preliminary testing and that all equipment, tools, materials, labor, subcontractors, manufacturer's representatives, and all other items required for witnessed testing are available and fully functional. Failure to provide advance notification and confirmation, or meet any of the testing requirements shall constitute a failed test.

## 10.3 STARTUP &amp; OPERATION



SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

## 11. WARRANTIES

## 11.1 GENERAL GUARANTEE AND WARRANTY

11.1.1. For a period of one (1) year from the date of final acceptance of the Project, workmanship and Materials, and Equipment furnished by the Contractor and incorporated in the Project, shall be guaranteed by the Contractor to remain in normal working order and condition except where abused or neglected by the District, and the Contractor shall repair or replace at its own expense any Work or Material that may prove to be defective during the period of this guarantee. The Contractor shall furnish to the District any guarantee or warranty furnished as a normal trade practice in connection with the purchase by the Contractor of any Equipment or Materials; provided, such guarantee or warranty shall be in addition to those specific requirements for particular equipment or Work items indicated in the Specifications. Delivery shall be done at one time covering all major and minor Equipment warranties. Copies of the warranties shall be included in each O & M Manual.

11.1.2. Neither the certificate of Final Payment nor any provision in the Contract nor partial or entire use or occupancy of the premises, Project or Work by the District shall constitute an acceptance of Work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibilities for faulty Materials and workmanship.

## 11.2 BREACH OF WARRANTY

In the event of breach of warranty, District may exercise the rights provided in Article 12.4.

## 12. CORRECTION, UTILIZATION OF DEFECTIVE WORK

## 12.1 REJECTED MATERIALS AND WORKMANSHIP

The Project Manager shall have the right to reject Materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected Materials shall be removed from the premises without charge to the District and without damage to the Site or other work on the Project. If the Contractor does not correct such rejected Work within a reasonable time, fixed by written notice, the District may correct same and charge the expense to the Contractor.

## 12.2 REINSPECTION

Should it be considered necessary or advisable by the Project Manager at any time before Final Acceptance of the entire Work to make an examination of Work already completed, by removing or tearing out any portion thereof, the Contractor shall on request promptly furnish all necessary facilities, labor and Materials. If such Work is found to be defective in any respect due to the fault of the Contractor or his Subcontractor, the Contractor shall bear all the expenses of such examinations and satisfactory reconstruction. If Contractor disagrees with the decrease determination by District, Contractor may make a Claim for review thereof in accordance with the provisions of Article 22 of the General Conditions. Failure to make such Claim shall constitute a waiver of any Claim in relation to the decrease in Contract Price pursuant to this Article 12.2. If, however, such Work is found to meet the Requirements of the Contract, the additional cost of labor and Materials necessarily involved in such examination and placement shall be paid to Contractor as provided elsewhere in the Contract Documents.

## 12.3 UTILIZATION OF DEFECTIVE WORK

Should the District decide that the defective Work can be utilized, they may elect to make an equitable deduction rather than require correction. If any such election occurs prior to

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

Project Manager's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and District shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of the Work so accepted. If Contractor disagrees with the decrease determination by District, Contractor may make a Claim for review thereof in accordance with the provisions of Article 22 of the General Conditions. Failure to make such Claim shall constitute a waiver of any Claim in relation to the decrease in Contract Price pursuant to this Article 12.3. If corrections are ordered, such corrections of defective Work shall be made to the Project Manager's satisfaction before Final Payment is made, but Final Payment shall not be a waiver of the District's right to demand correction of faulty workmanship or Material which becomes apparent during the guarantee period stipulated in this Contract.

#### 12.4 DISTRICT MAY CORRECT DEFECTIVE WORK

If Contractor fails within a reasonable time after written notice from the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by Project Manager in accordance with Article 12.1, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, District may, after seven (7) calendar days' written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph District shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, District may exclude Contractor from all or part of the Site, take possession of all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site and incorporate in the Work all Materials and Equipment stored at the Site or for which District has paid Contractor but which are stored elsewhere. Contractor shall allow District, District's representatives, agents and employees such access to the Site as may be necessary to enable District to exercise the rights and remedies under this Article 12. All direct, indirect and consequential costs of District in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Project Manager, and a Change Order, to decrease the Contract Price, will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work: and District shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration costs and all costs of repair and replacement of Work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by District of District's rights and remedies hereunder. If Contractor disagrees with the determination by Engineer and the issuance of the Change Order, Contractor may make a Claim for review thereof in accordance with the provisions of Article 22 of the General Conditions. Failure to make such Claim shall constitute a waiver of any Claim in relation to the decrease in Contract Price pursuant to this Article 12.4.

### 13. PAYMENTS

#### 13.1 PARTIAL PAYMENTS TO CONTRACTOR

13.1.1. Not more often than once each calendar month, the District will make a payment to the Contractor on the basis of a duly certified and approved estimate of the Work satisfactorily completed in the opinion of the Engineer, under each of the pay items in this Contract during the preceding monthly pay period subject to the following:

13.1.2. Unless otherwise provided by Law, the District shall retain from the moneys earned by the Contractor on estimates during the progress of the improvement or Work, a sum equal to five percent (5%) of such estimates, said sum to be retained by the District as a

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

trust fund for the protection and payment of any person or persons, material man who shall perform any labor upon the Contract or the doing of the Work, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of the Work, and any state taxes which may be due from the Contractor. The District, at any time after fifty percent (50%) of the original Contract work has been completed, if it finds that satisfactory progress is being made, may make any of the subsequent partial payments in full, but in no event shall the amount to be retained be reduced to less than five percent (5%) of the amount earned by the Contractor. The funds reserved under the provision of this paragraph shall be retained for the minimum period following the final acceptance of the completed Work covered by the Contract as provided by state law and after receipt of certificate required by Law or these Specifications.

- 13.1.3. If the District administering a Contract after a substantial portion of the Work has been completed, finds that an unreasonable delay will occur in the completion of the remaining portion of the Work required by the Contract for any reason not the result of a breach thereof, the District may, if the Contractor agrees, such agreement not be unreasonably withheld, delete from the Contract the remaining Work and accept as final the improvement at the stage of completion then attained and make payment in proportion to the amount of the Work accomplished. In such case any amounts retained and accumulated under this Article 13.1.3 shall be held for a period of thirty (30) calendar days following such acceptance. In event that the Work shall have been terminated before Final Completion as provided in this Article 13.1.3, the District may thereafter enter into a new contract with the same Contractor to perform the remaining Work or improvement for an amount equal to or less than the cost of the remaining Work as was provided for in the original Contract without advertisement or bid. The provisions of any state law shall supersede all provisions and regulations in conflict herewith.

13.2 WORK TO BE PAID

The District shall determine the pay quantities for each partial payment. All payments to the Contractor shall be made only on the basis of duly certified and approved estimates of the Work, which, in the opinion of the District has been satisfactorily completed. It is understood that the determination by the District as to whether or not a certificate or estimate for payment, including the final estimate, should be issued and/or the amount of said certificate or estimate shall be based entirely upon the opinion of the District.

13.3 STATUS OF WORK COVERED BY PARTIAL PAYMENT

The making of any payment to the Contractor under this Contract shall not relieve the Contractor of its obligations hereunder. The Contractor is obligated to complete the Contract in its entirety and to deliver to the District such completed and conforming Work, finished product or structure as is specified in the Contract, and until this Contract is fully performed by the Contractor and the Work, product or structure produced thereby is accepted by the District, the Contractor shall be obligated to repair, replace, restore, or rebuild any fully or partially completed Work or structure, or any Materials or Equipment required to be provided under the Contract which may be damaged, lost, stolen, or otherwise injured in any way. Provided, however, at the option of the District, with respect to any major unit of the Contract this particular obligation of the Contractor may be terminated by the District upon the completion by the Contractor and acceptance by the District.

13.4 UNIT PRICE WORK

- 13.4.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- 13.4.2. The estimated quantities of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Project Manager subject to the provisions of Article 13.4.3 below.
- 13.4.3. Project Manager shall determine the actual quantities and classifications of the Unit Price Work performed by Contractor. Project Manager will review with Contractor the Project Manager's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an application for payment or otherwise). Project Manager's written decision thereon will be final and binding (except as modified by Project Manager to reflect changed factual conditions or more accurate data) upon Contractor, subject to the provisions of Article 7.
- 13.4.4. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- 13.4.5. Payment to Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract.
- 13.4.6. When ordered by the Project Manager, the Contractor shall proceed with the Work pending determination of the cost adjustments for the change.
- 13.4.7. In order to be within the District's timeframe for monthly payment procedures, the Contractor must submit monthly pay requests prior to the first (1st) Friday on every month.
- 13.4.8. Both the Contractor and Subcontractor must submit a Certified Payroll document with each monthly request for payment.
- 13.5 USE OF WORK BY DISTRICT
- 13.5.1. Upon Substantial Completion the District may use any completed or substantially completed portions of the Work. Such use shall not constitute a Final Acceptance of such portions of the Work and Contractor's obligations under the Contract Documents shall not be relieved.
- 13.5.2. The District shall have the right to enter the premises for the purpose of doing Work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such, and only to the extent, as may be caused by agents or employees of the District.
- 13.6 PAYMENTS BY THE CONTRACTOR
- The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered; (b) for all Materials, tools, and other expendable Equipment to the extent that partial payments are made by the District, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the Site, and the balance of the cost thereof not later than the 30th day following the completion of that part of the Work in or on which such Materials, tools, and Equipment are delivered at the Site; and, (c) to each of its Subcontractors, not later than the fifth (5<sup>th</sup>) day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the Work performed by the respective Subcontractor, to the extent of such Subcontractor's interest therein. Nothing in this Article shall preclude the parties from exercising any legal rights they may have under state law.

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

13.7 INDEMNIFICATION

The Contractor will indemnify and save the District and the District's agents harmless from all claims and cost of defense thereof including by illustration but not limited to attorneys' fees, expert witness fees, and the cost of the services of engineering and other personnel whose time is reasonably devoted to the preparation and attendance of depositions, hearings, arbitration proceedings, settlement conferences and trials growing out of the demands of subcontractors, other contractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the District's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the District may proceed as in Article 13.8 of these General Conditions.

13.8 DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

13.8.1. In addition to the amount which the District may otherwise retain under the Contract, the District may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor including nullifying the whole or part of any previous payment because of subsequently discovered evidence or subsequent inspections, and in its judgment may be necessary to cover the following:

- (1) The cost of defective Work not remedied.
- (2) Fees incurred for Material inspection, and overtime engineering and inspection for which the Contractor is obligated under this Contract.
- (3) Fees and charges of public authorities or municipalities including, but not limited to, premiums for employer industrial insurance due the State.
- (4) Liquidated Damages and engineering and inspection fees beyond completion date.

13.8.2. The District, in its sole discretion, may apply the amount or amounts withheld under Article 13.8.1 above to the payment of such claims after giving the Contractor fifteen (15) calendar days prior written notice of intent to so do, and prior to the expiration of said fifteen (15) day period no legal action has commenced to resolve the validity of such claims. In making such payments the District shall be deemed the agent of the Contractor, and any payment so made by the District shall be considered as payment made under the Contract by the District to the Contractor, and the District shall not be liable to the Contractor for such payment made in good faith. If legal action has been instituted to determine the validity of claims prior to the expiration of the fifteen (15) day period herein above mentioned, the District shall hold the funds until determination of the action or written settlement agreement of the parties. Where the District has made disbursements after a fifteen (15) day notice and failure of any legal action to be brought within said fifteen (15) day period, the District will render to the Contractor a proper accounting for such funds disbursed on behalf of the Contractor.

14. CERTIFICATION AND FINAL PAYMENT

14.1 CERTIFICATION

The Contractor shall notify the Project Manager when it considers the Work complete. If, upon inspection, the District determines that all Work has been completed in accordance with the terms of the Contract Documents, the District will accept such Work, which acceptance shall be evidenced by a written letter of acceptance to the Contractor noting the date of completion.

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

## 14.2 FINAL PAYMENT

Contractor shall furnish to the District with the Final Payment request, a Certification of Payment of Industrial Insurance Premiums form certifying that the Washington State Department of Labor and Industries Industrial Insurance Premiums have been paid for this Project throughout the duration and through completion of the Project. Final Payment will not be made until Certification is received. Providing Certification does not release the Contractor from liability for paying the required premiums.

The acceptance by the Contractor of Final Payment shall be and shall operate as a release to the District of all claims and all liability by the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with the Contract Documents and for every act and neglect of the District and others relating to or arising out of the Project. Any payment, however, final or otherwise, shall not release the Contractor or its sureties for any obligations under the Contract Documents or the performance bond, nor reduce the amount or the bond obligation.

## 15. SUPERVISION

15.1 The Contractor shall keep on its Work, during its progress, a competent Superintendent and any necessary assistants, all satisfactory to the District's Project Manager. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be binding as if given to the Contractor. The Contractor shall designate, in writing, which its Superintendent is to be and who shall not be replaced without written notice to District.

15.2 The Contractor shall carefully study and compare all Drawings and Specifications and other instructions, and shall at once report to the Project Manager any error, inconsistency, or omissions which it may discover.

15.3 Contractor shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto, and applying such skills and expertise as may be necessary to perform the Work, in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, including those utilized by Subcontractors and suppliers. Contractor shall not be responsible for the negligence of District and/or Engineer in the Design or Specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

15.4 Contractor shall assign to the performance of the Contract those key personnel, if any, specified in the Contract Documents.

15.5 Contractor shall not change any named key personnel without District's prior written consent unless due to disability or termination of employment or at the written request of District. If any key personnel are changed as permitted under this Article 15.5, their replacements shall have equivalent or better qualifications and experience, and be reasonably approved in writing by District.

## 16. DOCUMENTS

## 16.1 FURNISHED BY THE CONTRACTOR

16.1.1. Contractor shall provide itself with Drawings and Project Manual (Specifications) at the location and under the conditions described in the Invitation to Bid.

16.1.2. Contractor shall provide itself with such documents as may be incorporated into the Contract by reference.

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

16.1.3. Contractor shall provide itself with such Government Specifications, American National Standards, State Standards and other such Drawings, Specifications or standards as may be referred to in the Project manual or on the Drawings, which are by such reference incorporated into the Contract Documents as if set forth herein in full.

16.1.4. Contractor shall provide itself with access to such applicable Laws as may be required.

16.1.5. Upon completion of the Work the Contractor shall provide the Project Manager with record drawings showing actual dimensions and locations if different than shown on the drawings along with changes made during construction

16.2 FURNISHED BY THE DISTRICT

The Contractor will be furnished free of charge, copies of the Contract Drawings and copies of the Project Manual as set out in the Contract Documents, and will be furnished as many additional copies as it may require, at cost of reproduction and handling.

16.2.1. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Project Manager any conflict, error, ambiguity or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Project Manager before proceeding with any Work affected thereby.

16.2.2. If, during the performance of the Work, Contractor discovers any material conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or regulation applicable to the performance of the Work or of any standard, specification, manual or code, or any other instruction of any Contractor, Contractor shall promptly report, in writing, the discovery to the Project Manager. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Article 23.2 of these General Conditions) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in the Contract Documents. Any Work performed by the Contractor after the Contractor becomes aware of an error or omission and until receiving direction from the Project Representative shall be at the Contractor's risk

16.3 OWNERSHIP OF DRAWINGS

All Drawings, Shop Drawings and Specifications are to remain or become the property of the District upon completion of the Work, and shall be turned over to the District upon demand, and shall not be used for any other Work.

17. TIME OF COMPLETION, LIQUIDATED DAMAGES, AND OVERTIME ENGINEERING

17.1 CONTRACT TIME

17.1.1. Initial Acceptance of Contract Time

17.1.1.1 Acceptable working hours on site are 7:00 a.m. to 5:00 p.m., Monday – Friday. Working on Saturdays is allowed only if approved by the District.

17.1.1.2 Within ten (10) calendar days of the Notice to Proceed, Contractor shall submit to the District a construction schedule for the Work. The form of schedule may be selected by the Contractor, but the schedule shall show the beginning and ending date for each of the major construction tasks, interdependencies between tasks, and shall identify the critical sequence of tasks, or Critical Path, that determines the shortest time required to complete the

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

Work. The schedule shall reflect input from the Contractor's subcontractors and suppliers; shall include an allowance for both normal and unfavorable weather; and shall allow sufficient float time to accomplish reasonable clarifications or change required in the Contract Documents, and shall not exceed time limits specified in the Contract Documents.

17.1.1.3 Schedule shall include date of submission of product data, Shop Drawings and diagrams, samples, and proposed equivalents.

17.1.1.4 Schedule shall provide for expeditious and practicable execution of the Work and shall be revised if required by the status of the Work or if the Work falls behind schedule. Schedule shall include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

17.1.1.5 The Progress Schedule will be acceptable to Engineer and District if it provides an orderly progression of the Work to completion within the Contract Time as described in the Contract Documents and Technical Specifications. Such acceptance will not impose on District responsibility for the Progress Schedule, for sequencing, scheduling or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility for such items. The Progress Schedule shall be updated on a frequency basis agreed to by District.

## 17.1.2. PROGRESS SCHEDULE

17.1.2.1 Contractor shall adhere to the Progress Schedule established in accordance with Article 17.1.1 above as it may be adjusted from time to time as provided herein.

17.1.2.2 Contractor shall submit to District for acceptance (to the extent required by Article 17.1.1 above) proposed adjustments to the Progress Schedule that will not result in changes to the Contract Time. Such adjustments will comply with the provisions of the Contract Documents applicable thereto.

17.1.2.3 In the event Contractor intends to perform the Work at a different time than is indicated in the latest approved Progress Schedule, Contractor shall notify Project Manager, at least two (2) working days (minimum 48 hours) in advance of the intended change. Failure to give such notice shall result in District reserving the right to withhold payment for the applicable portions of the Work until the Work can be verified to be in conformance with the requirements of the Contract Documents.

## 17.2 LIQUIDATED DAMAGES

Time of commencement and completion shall be as stated in the Agreement. The Contractor shall prosecute the Work diligently and without interruption from the date of commencement and shall fully complete the Work required under this Contract. If the Contractor fails to perform the Work in accordance with the Contract Time, the parties, recognizing that damages are difficult or impossible to ascertain under this Article 17.2 of these General Conditions and the inconvenience of otherwise obtaining an adequate remedy, agree that Contractor will pay District Liquidated Damages for such delay at the rate set out in the Agreement for each day the completion of conforming Work exceeds the Contract Time. The parties agree that such sum is reasonable in light of the anticipated or actual harm caused by Contractor's failure to deliver conforming Work on or before the scheduled date. The parties also agree that any amount payable by Contractor to District under this Article 17.2 represents a



SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

genuine and reasonable pre-estimate of the damages which District will suffer and shall be deemed Liquidated Damages and not a penalty. Liquidated Damages hereunder may be deducted by District from payments owing to Contractor pursuant to this Contract and otherwise will be payable to District within thirty (30) calendar days.

17.3 OVER CONTRACT ENGINEERING FEES

In addition to Liquidated Damages, the Contractor shall reimburse the District for fees for all engineering and inspection services (herein called "Over Contract Engineering Fees") incurred by the District after the completion date provided in the Contract Time in this Contract.

Over Contract Engineering Fees will be charged to the Contractor, at the Engineer's current billing rate. Such charges will be billed directly to the Contractor by the District and said costs shall be a lien against the Contractor's Work. In the event the Contractor fails to pay said bill, or bills, by the 30th day of the month billed, such payment may be handled in accordance with Article 13.8 of the General Conditions.

The Over Contract Engineering Fees chargeable to the Contract shall apply to each portion of the Work after the date herein agreed upon for its completion.

17.4 HINDRANCES OR DELAYS, AND EXTENSION OF TIME

17.4.1. The Contractor shall not be charged with damages and the Contract Time shall be extended if:

17.4.1.1 The delay in the completion of the Work arises from causes which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to abnormal weather conditions, acts of Gods, acts of the public enemy, acts of the District in either its sovereign or contractual capacity, unforeseeable acts of another contractor in the performance of a contract with the District; fires, floods, epidemics, quarantine restrictions, strikes or freight embargoes; and

17.4.1.2 The Contractor, within ten (10) calendar days from the beginning of any such delay (unless the District grants a further period of time before the date of Final Payment under the Contract), notifies the District in writing of the causes of delay. The District shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in its judgment, the findings of fact justify such an extension. The District's findings of fact shall be final and conclusive on the parties, subject only to appeal as the remedies clause of this Contract provides.

17.4.1.3 As used in this article, the term "subcontractors or suppliers" means subcontractors or suppliers at any tier.

17.5 OVERTIME AND HOLIDAY WORK

Should the Contractor elect to work more than eight (8) hours per day or more than five (5) calendar days per week, or on holidays, during the course of the stated Contract Time limit, all costs of engineering and inspection thus entailed will be charged to the Contractor, at the Engineer's/District's current billing rate. Such charges will be billed directly to the Contractor by the District and said costs shall be a lien against the Contractor's Work. In the event the Contractor fails to pay said bill, or bills, by the 30th day of the month billed, such payment may be handled in accordance with Article 13.8 of the General Conditions.

The District holidays are:

- New Year's Day

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day following Thanksgiving Day
- Christmas

## 18. RESPONSIBILITY AND RELATIONSHIP

## 18.1 CONTRACTOR'S REPRESENTATIVE

The Contractor shall employ a competent superintendent to represent the Contractor at the Site at all times Work is being performed. Communications given to the Superintendent shall be as binding as if given to the Contractor.

## 18.2 CHANGES IN REPRESENTATIVE

The Superintendent shall not be replaced without reasonable cause and without notice to the District's Project Manager.

## 18.3 RESPONSIBILITY FOR PERFORMANCE METHOD

18.3.1. Contractor has visited the Site prior to execution of the Contract and is deemed to have become familiar with conditions under which the Work is to be performed. Contractor has reviewed the Contract Documents and correlated its observations of the site with the requirements of the Contract Documents.

18.3.2. Contractor covenants with District to exercise Contractor's best skill and judgment in performing the Work and its duties under the Contract as set out in the Contract Documents and to further the interests of District in performing the Work. Contractor shall at all times during the performance of the Contract:

18.3.2.1 Furnish an adequate supply of trained and skilled workers and adequate materials to perform the Work according to the Contract Time and to complete performance of the Work within the Contract Time.

18.3.2.2 Furnish adequate professional supervision and management of the Work and coordinate the work of Subcontractors, suppliers, other trades and all personnel under Contractor's control to accomplish adequate, safe and timely performance of the Work without delay or unnecessary cost.

18.3.2.3 Perform the Work in a safe, expeditious, workmanlike and economical manner consistent with District's interests, using only the highest quality materials, supplies and equipment that comply with the Contract Documents.

18.3.2.4 Supply information and documentation to District in a complete and timely manner to keep District apprised of all material progress and events occurring during the course of the Work, including without limitation events that may cause changes in costs, claims, delays, acceleration and injury.

18.3.2.5 Supervise and direct the Work using Contractor's best skill and attention.

18.3.2.6 Obtain and maintain such registrations, licenses, bonds, certifications and permits as are necessary for Contractor to lawfully conduct its business and perform the Work.

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

18.3.2.7 Contractor will assist District in the investigation and defense of any claims that arise from or relate to the designs, Shop Drawings or specifications prepared by Contractor or any other aspects of the Work.

18.3.2.8 In the interest of cost consciousness and value engineering, Contractor will be alert for and will identify to District high cost, low value items or systems. Contractor will always seek to improve cost/benefit ratios taking into consideration such relevant factors as initial cost, availability, durability, reliability, maintenance, energy consumption and future uses of the Work.

18.3.2.9 The design of structural, mechanical, electrical, civil or other engineering disciplines and features of the Work will be accomplished or reviewed and approved by persons registered to practice the particular professional field involved in Washington.

18.4 PERMITS

The Contractor shall comply with and give notices required by all laws, ordinances, codes, rules, regulations including but not limited to those relating to environmental pollution prevention and preservation of public natural resources, and permits relating to the conduct of the work. The cost of such compliance will be included in the Contract price. The District will supply all applicable permits required for the work unless specifically stated elsewhere within the Contract Documents that the Contractor shall obtain and pay for certain permits and licenses necessary for the conduct of the Work.

18.5 USE OF SITE AND OTHER AREAS

18.5.1. LIMITATION

18.5.1.1 As set out in Section 01010, Contractor shall confine construction equipment, storage of Materials and Equipment and the operations of its employees and Subcontractors to the Site and other areas permitted by Laws and shall not unreasonably encumber the Site and other areas with construction equipment, Materials or Equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the District or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

18.5.1.2 Should any Claim be made by District or any claim by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party through the dispute resolution process as set out in Article 22 of these General Conditions. District may withhold one and one-half (1 1/2) times the amount of any such Claim or claims from payments due Contractor until the Claim or claims are resolved and/or, in the event of a third party claim, an appropriate release and waiver of claims against District is obtained from the claimant by Contractor.

18.5.1.3 To the fullest extent permitted by Laws, Contractor shall indemnify and hold harmless District and Engineer, and the officers, directors, partners, employees, agents, consultants and Subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against District, Engineer or any other party indemnified hereunder, to the extent caused by or based upon Contractor's performance of the Work.

18.5.2. REMOVAL OF DEBRIS DURING PERFORMANCE OF THE WORK:

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

During the progress of the Work, Contractor shall keep the Site and other areas free from accumulation of waste materials, rubbish and other debris. Removal and disposal of such waste materials, rubbish and other debris shall conform to applicable Laws.

- 18.5.3. **CLEANING:** Prior to Substantial Completion of the Work, Contractor shall clean the Site and the Work.
- 18.5.4. **LOADING STRUCTURES:** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 18.5.5. The Contractor shall be responsible for construction and location of all field offices, all necessary water for construction-related fire protection, all necessary gates and barricades, fences, handrails, guard rails, and securities required by this contract, or by laws and regulations. There shall be shelters and dry facilities for the workers as required. Sanitary facilities adequate for all workers shall comply with all codes and regulations. The Contractor shall insure that all guards, marks, shields, labor contracts, Occupational Safety and Health Administration (OSHA) regulations, Washington Industrial Safety and Health Act (WISHA), and other regulations for the maintenance of health and safety be supplied. First Aid kits and equipment as required by Laws also be supplied.
- 18.6 **HAZARDOUS MATERIALS**
- The Contractor shall conduct its Work to meet the requirements set forth in the Specifications and any applicable Laws or Regulations related to hazardous or petroleum-contaminated materials encountered during performance of the Work. The Contractor shall give immediate notice to the District upon the discovery of any hazardous or petroleum-contaminated materials not specifically identified in the Contract Documents and proceed thereafter only as directed by the District or as set forth in the Specifications. If the material proves positive as containing asbestos, such material shall be handled in compliance with WAC 296-62-077 through 296-62-07753. Hazardous materials include asbestos, PCBs, lead, radioactive materials, explosives and other materials defined as hazardous or dangerous wastes in WAC Chapters 173-303 and 173-305.
- 18.7 The District's Project Manager or his representative will conduct weekly progress meetings with the Contractor at the job Site. Attendance is required by the Contractor's Project Superintendent, foreman, and affected Subcontractors and suppliers. The District's Project Manager or his representative will prepare and distribute agenda and dated record of (1) actions required and taken and (2) decisions needed and made.
19. **SUBCONTRACTORS**
- 19.1 **SPECIALTY SUBCONTRACTORS**
- Specialty Subcontractors shall be utilized for the performance of such parts of the Work under this Contract as under normal contract practices, are performed by specialty Subcontractors, unless the District determines that the Contractor has heretofore customarily performed such specialty Work with his own organization and is equipped to do so, or unless the District determines that performance of the specialty Work by specialty Subcontractors will result in increased costs or inordinate delays.
- 19.2 **CONTRACTOR RESPONSIBLE FOR SUBCONTRACTORS**
- 19.2.1. The Contractor shall not subcontract any Work to be performed or any Materials to be furnished in the performance of the Contract without the prior written consent of the District. If requested by the Project Representative, the Contractor shall provide documentation that the proposed subcontractor is experienced and equipped to do the subcontract work. The subcontractor shall be properly licensed, registered or certified, as

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

applicable, to perform the assigned work. If the Contractor shall subcontract any part of this Contract, the Contractor shall be fully responsible to the District for the acts and omissions of the Subcontractor and of the persons either directly or indirectly employed by the Subcontractor, as Contractor is for the acts and omissions of Contractor and of persons directly employed by Contractor. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the District nor are subcontractors intended or incidental third-party beneficiaries to this Contract. Nothing contained in this Contract shall create any obligation on the part of the District to pay or to see to the payment of any moneys due any Subcontractor, supplier or other individual or entity except as may otherwise be required by Laws.

19.2.2. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, suppliers and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

19.2.3. All Work performed for Contractor by a Subcontractor or supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of District. Any expenses, losses or damages incurred by District due to the failure of Contractor to bind a Subcontractor or Supplier to the terms and condition of the Contract Documents shall be immediately reimbursed to District or deducted from any payment due to Contractor. Such failure by Contractor to bind Subcontractor or Supplier to the terms of the Contract Documents shall also be grounds for termination of Contractor in accordance with Article 20 of these General Conditions.

### 19.3 DISTRICT'S APPROVAL OF SUBCONTRACTOR

The District's consent to or approval of any subcontract under this Contract shall not in any way relieve the Contractor of its obligations under this Contract and no such consent or approval shall be deemed to waive any provisions of this Contract.

### 19.4 LIMITATION

The Contractor shall not award Work to subcontractor(s) when the cost of labor and Materials is in excess of fifty percent (50%) of the Contract Price, without prior written approval of the District. Before any Work is begun by any subcontractor, the Contractor shall submit to the District a written statement of the percentage of the total Contract Price of the Work which will be performed by such subcontractor and all other subcontractors.

## 20. SUSPENSION OF WORK, TERMINATION AND DELAY

### 20.1 SUSPENSION BY DISTRICT

At any time, and without cause, the District may suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days, or such further time as agreed upon by the Contractor, by written notice to the Contractor, which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price, in accordance with Article 20.4 of the General Conditions, or an extension of the Contract Time, or both, directly attributable to any suspension.

### 20.2 TERMINATION BY DISTRICT

20.2.1. The District may terminate the Contract upon written notice to the Contractor whenever the Contractor is deemed to be in default or violates the provisions of the Contract by failing, neglecting, or refusing to proceed according to and in full compliance with the

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

Contract Documents. Upon termination, the District may exclude the Contractor from the Site and shall take possession of the Work and all of the Materials and Equipment for which the District has paid any amount on to the Contractor. The Contractor shall be entitled to payment for portions of the Work satisfactorily completed prior to termination, less costs incurred by the District as a result of the Contractor's default.

20.2.2. Where the Contractor's services have been so terminated by the District under Article 20.2.1, said termination shall not affect any right of the District against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the District due the Contractor will not release the Contractor from compliance with the Contract Documents.

20.3 TERMINATION FOR CONVENIENCE BY DISTRICT

The District shall have the right to terminate this Contract for any reason whatsoever by notice in writing to the Contractor. Upon receipt of such notice, the Contractor shall immediately discontinue Work unless the notice specifies otherwise. Upon such termination, the Contractor shall be paid in ordinary course of business for all Work satisfactorily completed to the date of termination.

20.4 DELAY

If the District or its agents or representatives hinders or delays the Contractor for an unreasonable time in its performance of a significant aspect of the Work under the Contract, and the delay caused by the District or its agents or representatives brings about new conditions which the Contractor should not have been required to have discovered or anticipated, then the Contractor shall be entitled to reimbursement for extra direct costs and expenses (plus ten percent (10%) thereof for overhead, profit and taxes) which are proximately caused by the delay as well as an extension of the Contract Time.

21. ROYALTIES AND PATENTS

21.1 PAYMENT AND USE

21.1.1. If the Drawings or Specifications require, as part of the completed Work the installation of a patented appliance, device or article or the continued use after completion of the Work of a patented process, for use of which any royalties or license fees are chargeable for such continued use, the District will pay such royalties or license fees from and after the Final Completion date of the Work.

21.1.2. The Contractor shall pay all other royalties and license fees, and, to the fullest extent permitted by Laws, shall indemnify and hold harmless the District and Engineer and its officers, directors, agents, employees, consultants and contractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out or relating to any infringement of patent rights or copyright rights incident to the use in the performance of the Work or resulting from the incorporation of the Work of any invention, design, process, product or device not specified in the Contract Documents.

22. DISPUTE RESOLUTION

22.1 NOTICE AND DATA

22.1.1. Contractor shall provide District with written notice of the amount of any Claim and the extent of any claim for a change in the Contract Price ("Notice of Claim") prior to negotiation as required in Article 22.2 below and prior to mediation as required in Article

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

22.3 below. Prior to mediation, Contractor shall also provide all data supporting the Claim upon which it will rely; however, either Contractor or District will be entitled to give the other written notice to delay the start of a properly requested mediation for up to fifteen (15) calendar days in order to review the supporting data or to assemble more accurate or complete data to support the Claim.

22.1.2. Unless agreed to by the District, the failure to submit such data in support of a Claim will be relied upon by District and shall constitute a waiver by the Contractor of the right to submit any such data during this dispute resolution procedure or during litigation, even though such data would otherwise be admissible.

22.1.3. The Notice of Claim shall include a statement that the Claim covers all changes in cost and time (direct, indirect, impact, consequential, and otherwise) to which Contractor (and Subcontractors and suppliers) claims it is entitled.

## 22.2 NEGOTIATION

Within fourteen (14) calendar days of the later of the receipt of the initial written notice of Claim or the receipt of the statement that the Claim covers all changes in cost and time, the senior site representative of Contractor, the Project Manager/Engineer and a Senior Representative of District shall meet, confer, and attempt to resolve the Claim within no more than ten (10) additional calendar days. Other personnel of the Contractor, the Engineer, and the District may also attend this meeting at each party's discretion. Such meeting may be delayed by either Contractor or District under the procedures set forth in Article 22.1 above.

## 22.3 MEDIATION

All Claims by Contractor shall first be attempted to be resolved by negotiation as set out in Article 22.2 above. If the Claim is not resolved in the time period set out in Article 22.2, the Claim shall then be submitted to nonbinding mediation before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. This requirement cannot be waived except by an explicit written waiver signed by the District. The request for mediation shall be submitted in writing to the American Arbitration Association. District and Contractor shall participate in the mediation process in good faith. An officer of Contractor and an officer of District, both having full authority to settle the Claim, must attend the mediation session. To the extent there are other parties in interest such as Engineer, Subcontractors, or suppliers, their representatives with full authority to settle any Claim, shall also attend the mediation session. Unless District and Contractor mutually agree in writing otherwise all unresolved Claims shall be considered at a single mediation session which shall occur prior to Final Acceptance by the District.

## 22.4 ARBITRATION

22.4.1. Any Claim not resolved through negotiation and mediation as set out above shall, at District's option in its sole discretion, then be submitted to binding arbitration. Contractor may submit no Claims to arbitration unless such Claims have been properly raised and considered under the procedures of Article 22.1 through Article 22.3 inclusive of these General Conditions. All unresolved Claims of Contractor shall be waived and released unless Contractor has strictly complied with the time limits of the Contract Documents and notice of arbitration is served and filed within the earlier of (a) 120 calendar days after the date of Substantial Completion designated in writing by District (provided that a mediation session has occurred) or (b) 60 calendar days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by District. Any discussions by District after the expiration of the above time limits shall not constitute a waiver by District of the time limits in this Article 22.4.1.

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

22.4.2. Arbitration shall take place in Pierce County, Washington before a single arbitrator. The single arbitrator shall be mutually agreed upon by the parties or, in the event the parties are unable to agree, appointed by the American Arbitration Association (AAA). The arbitration shall be conducted pursuant to and in accordance with the Commercial Arbitration Rules of the AAA. The prevailing party in any such dispute resolution shall be entitled to its reasonable attorneys' fees and costs for the arbitration proceeding, any action to compel arbitration or to enforce an arbitration award, at trial and on any appeal. Judgment may be entered upon the arbitration award in state or federal court in Seattle, Washington, and judgment may be enforced in any court with jurisdiction over the party against whom enforcement is sought.

22.4.3. Contractor agrees that District may join Contractor as a party to any arbitration involving the Project in any way. All disputes shall be decided by binding arbitration in strict accordance with the time limits prescribed in the Contract.

## 22.5 DECLARATORY JUDGMENT

Notwithstanding the foregoing, District may demand arbitration before a single arbitrator appointed by the American Arbitration Association under the Expedited Procedure of the Construction Industry Arbitration Rules within five (5) calendar days of the demand for the limited purpose of seeking a declaratory judgment regarding the propriety of District's prospective termination of Contractor. The hearing shall occur within seven (7) calendar days of the appointment of the arbitrator. The award shall be made within two calendar days of the close of the hearing, and shall be final and binding.

## 22.6 DUTY TO CONTINUE WORK

Contractor shall diligently carry on the Work and maintain the progress schedule during any dispute resolution proceedings, unless otherwise agreed by it and the District in writing.

## 23. PROTECTION OF WORK, PROPERTY AND PERSONS

### 23.1 SAFETY AND HEALTH REGULATIONS

23.1.1. In order to protect the lives and health of its employees under the Contract, the Contractor shall comply with all pertinent provisions of applicable Laws as they pertain to health and safety standards; and with all state and local safety acts and regulations applicable to the Work; and shall maintain an accurate record of all cases of death, occupational disease and injury arising out of and in the course of employment on Work under the Contract. The Contractor shall be solely and completely responsible for safety and safety conditions on the Site, including the safety of all persons and property during performance of the Work and additionally, while workers are in transit to and from the job Site. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect the owners and shall cooperate with the owners in the protection, removal, relocation and replacement of their property. The Contractor shall protect from damage public and private utilities encountered during the Work. Prior to beginning Work, the Contractor shall give proper notification as required by RCW 19.122.030 to the agencies that have utilities in place, and shall cooperate with these agencies in the protection and relocation of underground utilities, facilities and structures. The services of the District's or their Engineer's personnel in conducting a construction review of the Contractor's performance is not intended nor shall be interpreted to include review of the adequacy of the Contractor's Work methods, Equipment, bracing, scaffolding, or trenching, or safety measures in, on, or near the construction Site. The Contractor shall be solely and completely responsible to perform all Work and furnish all Materials in strict compliance



SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

with all applicable Laws. The Contractor's attention is directed to the requirements of the safety regulations set forth in "Safety Standards for Construction", Chapter 296-155 WAC, and "General Safety Standards", Chapter 296-24 WAC, issued by the Washington State Department of Labor and Industries.

- 23.1.2. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities include the prevention of accidents and maintaining and supervising safety precautions and programs.

## 23.2 EMERGENCIES

23.2.1. In emergencies affecting the safety of persons or the Work or property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the District, shall act to prevent threatened damage, injury or loss. Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and such changes and deviations shall be noted by a Change Order.

23.2.2. Contractor shall be responsible for making any emergency repair to any private improvements damaged or destroyed directly or indirectly by Contractor's activities in performing the Work. District will attempt to contact Contractor if the need for such repair is reported when Contractor is not present. Should District be unable to make timely notification to Contractor, District may perform or authorize whatever emergency repairs District may deem necessary and all costs of such repairs shall be deducted from funds due or to become due to Contractor.

23.2.3. Contractor shall immediately notify the District if any emergency repair is necessary to any public improvements damaged or destroyed directly or indirectly by Contractor's activities in performing the Work. District shall perform or authorize whatever emergency repairs District may deem necessary and all costs of such repairs shall be deducted from funds due or to become due to Contractor.

## 23.3 CARE AND PROTECTION OF WORK

23.3.1. The Contractor shall be responsible for all damages that occur as a result of its fault or negligence in connection with the prosecution of the Contract and shall be responsible for the proper care and protection of all Materials delivered and Work performed until completion, and final acceptance by the District. Such proper care and protection shall include necessary provisions to prevent damage or loss of Material and Equipment due to fire, flood, theft and/or vandalism.

23.3.2. The Contractor shall provide such heat, covering and enclosures as are necessary to protect all Work and Materials against damage by weather conditions.

## 24. INSURANCE AND INDEMNIFICATION

### 24.1 INDEMNIFICATION

24.1.1. To the fullest extent permitted by Laws, Contractor shall indemnify and hold harmless District and Engineer, and the officers, elected officials, employees, agents, consultants and contractors of each and any of them, from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or related to the performance of the Work, provided that any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from but only to the extent caused by any negligent act or

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable. In the event of concurrent negligence of the Contractor and either the District or Engineer, Contractor's duty to indemnify extends only to the extent of the Contractor's negligence. Contractor further waives any indemnitor's immunity under industrial insurance, Title 51 RCW, and agrees that such waiver was mutually negotiated in conjunction with Contractor's Bid on this Contract.

24.1.2. In any and all claims against District or Engineer or any of their respective consultants, officers, agents, directors, partners or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any supplier or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Article 24.1 of these General Conditions shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor, supplier or other individual or entity under workers' compensation acts, disability benefit acts or other employee benefit acts."

## 24.2 INSURANCE - GENERAL

24.2.1. All insurance coverage required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from insurance companies that are duly licensed or authorized in the State of Washington to issue insurance policies for the limits and coverages so required.

24.2.2. The Contractor shall furnish the District with original endorsements and a workers' compensation status letter effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the District before Work commences and prior to Contractor entering onto the Site. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

## 24.3 WORKMEN'S COMPENSATION AND LIABILITY INSURANCE

24.3.1. In addition to such other insurance that may be required under this Contract, the Contractor shall provide workmen's compensation insurance for all employees employed under this Contract on the Project who may come within the protection of workmen's compensation laws and shall provide, where practicable, Employer's Liability (Stop Gap) insurance for the benefit of Contractor's employees not protected by such compensation laws, and proof of such insurance satisfactory to the District shall be given. The Contractor's Labor and Industries account number shall be noted on the Certificate of Insurance. Limits of coverage as required by the State of Washington. The Contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW, and shall furnish proof of payment if requested by the District. If any payment required by Title 50 or Title 51 is not made when due, the District may retain such payments from any money due the Contractor and pay the same into the appropriate fund.

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

- 24.3.2. SUBCONTRACTORS: The Contractor will be charged with responsibility for proper and adequate workmen's compensation coverage for all its subcontract operations, and in the event the Contractor's insurance does not cover each and every Subcontractor, certificates of insurance issued on policies by companies that may be acceptable to the District covering each and every Subcontractor shall be filed with the District prior to the commencement of such subcontract operation.
- 24.3.3. INDEMNIFICATION: In any and all claims against the District or the Engineer, or any of their agents or employees, by any employee of the Contractor, the Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts. It is specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

#### 24.4 INSURANCE

- 24.4.1. The Contractor shall obtain and keep in force during the term of this Contract and any contract, Commercial General Liability insurance policies with insurance companies which have an A. M. Best's rating of "A VII" or better, and who are approved by the Insurance Commissioner of the State of Washington pursuant to Title 48 RCW.
- 24.4.2. Prior to the execution of this Contract or any contract, the Contractor shall purchase a Comprehensive General Liability Insurance policy meeting the requirements set forth herein. The Contractor shall file with the District a certified copy of all policies or a Certificate of Insurance evidencing such policies to be in force. The certificate shall be accompanied by such policy endorsements as are necessary to comply with the requirements set forth herein. Failure of the Contractor to fully comply with the requirements regarding insurance shall be considered a material breach of this Contract and any contract and shall be cause for immediate termination of this Contract and any contract and of any and all District obligations, regarding same.
- 24.4.3. The Contractor shall not begin Work under this Contract or any contract or under any special condition, until all required insurance has been obtained and until such insurance has been approved by the District. Said insurance shall provide coverage to the Contractor, Subcontractors, District and Engineer. The coverage so provided shall protect against claims from bodily injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the Contractor, his subcontractors, or by anyone directly or indirectly employed by either of them.
- 24.4.4. The insurance policies shall include an endorsement which specifically names the District, its elected or appointed officers, officials, employees, Engineer and agents as additional insureds with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the Contractor; (b) products and completed operation of the Contractor, or (c) premises or equipment leased, owned or used by the Contractor. The insurance shall be maintained in full force and effect at the Contractor's expense throughout the term of this Contract and any contract with the District.
- 24.4.5. The District shall be given at least forty-five (45) calendar days' notice of cancellation, non-renewal, material reduction or modification of coverage. Such notice to District shall be made by certified mail, return receipt requested to the District. The insurance policies

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

shall include an endorsement which requires that the District be given such forty-five (45) calendar days' notice.

- 24.4.6. The coverages provided by the Contractor's insurance policies are to be primary to any insurance maintained by the District, except as respects losses attributable to the sole negligence of the District. Any insurances that might cover this Contract and any contracts which are maintained by the District, shall be in excess to the Contractor's insurance and shall not contribute with it.
- 24.4.7. The Contractor's insurance policies shall protect each insured in the same manner as though a separate policy had been issued to each. The inclusion of more than one insured shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured.
- 24.4.8. The General Aggregate provision of the Contractor's insurance policy shall be amended to show that the General Aggregate Limit of the policies apply separately to this Project.
- 24.4.9. The Contractor's insurance policies shall not contain deductible or self-insured retentions in excess of \$10,000 unless approved by the District.
- 24.4.10. The Contractor's insurance policies shall contain a provision that the District has no obligation to report events which might give rise to a claim until a claim has been filed with the District's Board of Commissioners or other appropriate governing body.
- 24.4.11. By requiring insurances herein, the District does not represent that coverages and limits will necessarily be adequate to protect the parties and such coverages and limits shall not be deemed as a limitation on the Contractor's liability under the Contract Documents.
- 24.4.12. The contractual coverage of the Contractor's policy or policies shall be sufficiently broad enough to insure that the provisions of the hold harmless clause included in the Contract are given full force and effect.
- 24.4.13. Type of Limits of Insurance Required:
- (1) Commercial General Liability
    - \$1,000,000 Combined Single Limit Bodily
    - Injury and Property Damage Liability
    - (including extended bodily injury)
    - Employees and agents as Insureds
    - Premises and operations
    - Broad form property damage including under-ground, explosion and collapse hazards
    - (XCU)
    - Products and Completed operations (through guaranty period)
    - Blanket contractual
    - Subcontractors
    - Personal Injury with EE exclusion deleted
    - Employers liability (Stop gap)

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

- (2) Automobile Liability  
 \$1,000,000 per accident Bodily Injury and  
 Property Damage Liability, covering  
 Any owned automobile  
 Hired automobile  
 Non-owned automobile
- (3) Umbrella Liability  
 \$4,000,000 per occurrence  
 \$4,000,000 aggregate

As an alternative to the above indicated Commercial General Liability and Umbrella Liability insurance policies, the Contractor may provide the District with a District and Contractors Protective Policy with a limit of coverage of \$5,000,000.

- 24.4.14. For Projects where asbestos containing Materials have been identified on the Plans or in the Project manual:

In addition to the other insurance requirements in this Contract, the Contractor shall provide liability insurance for Bodily Injury and Property Damage coverage for asbestos removal and disposal as follows protecting the District, its officers, Engineer, agents and employees from any and all liability rising from the removal and disposal of the asbestos and all Work and efforts done incidental and as a consequence to such removal. The limits of such coverage shall be as follows:

Occurrence Basis	
Bodily Injury	\$5,000,000 per occurrence
Property Damage	\$5,000,000 per occurrence \$5,000,000 aggregate
Combined Single Limit	\$5,000,000 per occurrence \$5,000,000 aggregate
Claims Made Basis	
Bodily Injury	\$5,000,000 per claim
Property Damage	\$5,000,000 per claim \$5,000,000 aggregate all claims one year Policy shall contain extended reporting of claims for 3 years from completion of the project

- 24.4.15. **Contractors shall refer to Section 23 of Section 00100 Instructions to Bidders for any special insurance requirements for this project.**

## 24.5 BUILDER'S RISK INSURANCE

For a Project or portion of a Project involving structures (e.g. pump/lift/booster stations, reservoirs, buildings of any type), the Contractor shall maintain, for the entire term of the Contract, Builder's Risk All Risk Insurance, including coverage for earthquake and flood perils, for 100% of the completed value of the structure portion of the Project. An installation floater with coverage no more restrictive than the Builder's Risk coverage described above may be used in

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

lieu of the Builder's Risk coverage when appropriate. The District is to be an insured on the policy. The insurance carrier shall be notified of partial occupation or use by the District. Such partial occupation or use shall not void the insurance nor shall such partial occupation or use relieve the Contractor of its obligations under the Contract Documents.

## 25. CONTRACT SECURITY

## 25.1 PERFORMANCE BOND

25.1.1. The Contractor shall, within ten (10) calendar days after the receipt of the Notice of Award, furnish the District with a Performance Bond in penal sum equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and Materials in the prosecution of the work provided by the Contract Documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state of Washington and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570.

25.1.2. The expense of these bonds shall be borne by the Contractor. If at any time a Surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies Acceptable on Federal Bonds, Contractor shall substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the District. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due to Contractor nor shall be made until the new Surety or Sureties shall have furnished an acceptable bond to the District.

## 26. COMPLIANCE WITH LAWS

26.1 In all operations connected with the Work required under the Contract Documents, the Contractor shall be held responsible for any failure to respect, adhere to, and comply with, all Laws and public permits governing, controlling or limiting in any way the action of those engaged upon the Work.

26.2 If Contractor observes that the Specifications or Drawings are at variance with any Laws, Contractor shall give Engineer prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Article 7 of these General Conditions. If Contractor performs any Work knowing or having reason to know that it is contrary to such Laws, and without such notice to Engineer, Contractor shall bear all costs arising therefrom; however, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws.

26.3 Contractor shall give all notices required by Laws applicable to the Work. Except where otherwise expressly required by applicable Laws, neither District nor Engineer nor District's/Engineer's Compliance Officers shall be responsible for monitoring Contractor's compliance with any Laws.

## 27. LEGAL WAGES ON PUBLIC WORKS (PREVAILING WAGES)

The prevailing rate of wages to be paid to all workmen, laborers, or mechanics employed by the Contractor or Subcontractor (or other person doing any portion of the Work) in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW and 49.28 RCW, as amended or supplemented. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wages rates for the locality or localities where this

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Contract as though fully set forth herein.

Inasmuch as the list of prevailing rate of wages is revised periodically by the Department of Labor and Industries it is the sole responsibility of the Contractor to ascertain any changes in the prevailing rate of wages that may have occurred since this publication and during construction and make appropriate changes in payment of wages and benefits to the aforementioned workmen, laborers, or mechanics.

Current prevailing wage data may be obtained upon request from the Industrial Statistician of the Department of Labor and Industries, ESAC Division, General Administration Building, Olympia, Washington 98504, telephone (206) 753-4019; or by contacting the Prevailing Wage Section of the Department of Labor and Industries at 7273 Lenderson Way S.W., Tumwater, WA, 98051; or call (360) 902-5335; or go on-line to <http://www.Ini.wa.gov/tradeslicensing/prevailingwage/default.asp>. For Projects funded in whole or part with Federal monies, current wage information may be obtained from the U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, Federal Office Building, Seattle, Washington 98104, telephone (206) 442-1914.

It shall be the sole responsibility of the Contractor to assign the appropriate classification to persons performing Work on this Contract, to ascertain the applicable prevailing rate of wages for each classification, and to not pay a worker less than the minimum hourly wage rates and fringe benefits for said worker's classification. Inasmuch as Contractor will be held responsible for paying the prevailing wages, it is imperative that all Bidders familiarize themselves with the current wage rates before submitting Bids based on these Specifications.

Inasmuch as the Contractor will be held responsible for paying the prevailing wages, it is imperative that the Contractor, Subcontractors and all other contractors familiarize themselves with the current wage rates before submitting bids based on these Specifications. See the attached wage rate schedules for current prevailing wages.

The Contractor shall file intent to pay prevailing wage statements and wage rate affidavits as may be required by applicable Laws.

In case any dispute arises regarding the prevailing rates of wages for Work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060 as amended or supplemented.

On projects governed by wage rates determined by the state and federal agencies if there is a difference between the two in the prevailing rate of wage for a similar classification of labor, the Contractor shall pay not less than the wage which is the higher of the two.

Forms for filing a Statement of Intent are available from the Supervisor of Industrial Relations, Department of Labor and Industries, General Administration Building, Olympia, Washington. Telephone (206) 753-6311.

Each claim submitted by the Contractor for payment on a project estimate shall state the prevailing wages have been paid in accordance with the pre-filed Statement of Intent on file with the Department of Labor and Industries and approved by the Department.

At the conclusion of the project, the Contractor and its subcontractors shall submit affidavits of wages paid to the Industrial Relations Division, Department of Labor and Industries,

SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

General Administration Building, Olympia, Washington 98504, for certification. Form S.F. 9843 "Affidavit of Wages Paid" or a similarly constructed form shall be filed to secure the certification of the Director of the Department of Labor and Industries of the State of Washington.

Final payment on the Contract will be withheld until the District has received certification by the Director that the prevailing wage requirements of the law have been satisfied.

Any fees charged by the Department of Labor and Industries for processing such statements of intent to pay prevailing wages or affidavit of wages paid shall be the responsibility of the Contractor; if, for any reason, the District pays such fees, then the Contractor shall be charged the amounts thereof.

28. ENVIRONMENTAL POLLUTION AND PRESERVATION OF PUBLIC NATURAL RESOURCES

28.1 The Contractor shall always comply with all Laws that affect the Work under the Project.

28.2 The District will not adjust payment to compensate the Contractor for changes in legal requirements unless those changes are specifically within the scope of RCW 39.04.120, relating to federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and preservation of public natural resources that affect or are affected by the project. For changes under RCW 39.04.120 the District shall issue a Change Order setting forth the additional Work that must be undertaken, and this shall not invalidate the Contract. The cost of such Change Order to the District shall be determined in accordance with the provisions of the Contract for Change Orders, including the provision that no such additional Work will be undertaken and no compensation paid to the Contractor therefore unless the Work is first authorized in writing given the Contractor by the District.

29. INDEPENDENT CONTRACTOR

It is specifically stipulated that the Drawings, Specifications, and other Contract Documents do not purport to control the method of performing the Work, but only the requirements to the nature of the completed Work, the Contractor assuming the entire responsibility for methods of performing and installing the Work. Suggestions as to method included in the Contract Documents or given by the Engineer shall be deemed advisory only and the feasibility of such methods or the lack thereof shall not affect the Contractor's liability under this Contract.

30. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract or any part thereof, nor any moneys due or to become due thereunder without the prior written consent of the District, or without the consent of the surety unless the surety has waived its right to notice of assignment. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or Materials supplied for performance of the Work called for under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such Materials.

31. NON-WAIVER

No approval, consent or waiver by a party to or of any breach by the other party in the performance or observance of any term or condition of the Contract is an approval, consent or waiver to or of any other breach or continuing breach. Failure by a party to complain of any breach by the other party in the performance or observance of any term or condition of the Contract, irrespective of how long the breach continues, is not a waiver of rights under the Contract. All approvals, consents and waivers must be in writing.



SECTION 00700 – GENERAL CONDITIONS (CONTINUED)

## 32. RETAINAGE

- 32.1 Pursuant to RCW 60.28.010, the District will retain 5% of all progress payments as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor, or materialmen who shall perform any labor upon the contract or work hereunder, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for carrying on such work; and the State with respect to taxes imposed pursuant to Title 82 RCW which may be due from such Contractor. Such retained funds will be held by the District and dealt with in accordance with the terms and provisions of the following paragraph.
- 32.3 The retained percentage will be held and applied by the District as a trust fund in a manner required by Chapter 60.28 Revised Code of Washington. Unless a bond has been posted pursuant to RCW 60.28.010(4), payment of the retained percentage will be made to the Contractor in ordinary course upon the expiration of 30 calendar days following the acceptance of the work by the District upon the condition that the Contractor shall have furnished to the District a certificate from the Department of Labor and Industries and the Employment Security Department of the State of Washington showing that all payments due said departments have been made, a certificate from the Tax Commission of the state of Washington showing that all taxes due or to become due with respect to the contract have been paid or duly provided for, an affidavit by the Contractor stating that all persons performing labor or furnishing materials have been paid; and upon the further condition that no notice of lien shall have been given as provided in Chapter 60.28 Revised Code of Washington; and further that no claims have been brought to the attention of the District.

## 33. LAW

The Contract is governed by the laws of the state of Washington.

## 34. TIME IS OF THE ESSENCE

Time is of the essence with respect to all dates and time periods set forth or referred to in the Contract Documents.

## 35. HEADINGS

Article, section and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

END OF SECTION 00700

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTSSECTION 00820 – ADDITIONAL ARTICLES – SUPPLEMENTARY CONDITIONS1. WAGE RATES

- 1.1 This contract is subject to the requirements of chapter 39.12 RCW, Prevailing Wages on Public Works. The hourly wage to be paid to laborers, workmen or mechanics upon all public works of this state and upon the work contemplated in this Contract shall not be less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State where such labor and work herein contemplated is to be performed.
- 1.2 The prevailing rate of wages to be paid to all workmen, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW as amended. The rules and regulations of the State of Washington Department of Labor and Industries and the schedule of prevailing wage rates for the locality or the Industrial Statistician of the State of Washington Department of Labor and Industries, are by reference made a part of this Contract as though fully set forth herein.
- 1.3 In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and his decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060 as amended.
- 1.4 The Contractor, on or before the date of commencement of the work, shall file a statement under oath with the Owner and with the Director of Labor and Industries certifying the rate of hourly wage, including fringe benefits, paid and to be paid each classification of laborers, workmen or mechanics employed upon the work by the Contractor or subcontractor which shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.
- 1.5 Forms for filing a Statement of Intent are available from the Supervisor of Industrial Relations, Department of Labor and Industries, General Administration Building, Olympia, Washington. Telephone (206) 753-6311.
- 1.6 Each claim submitted by the Contractor for payment on a project estimate shall state the prevailing wages have been paid in accordance with the prefiled Statement of Intent on file with the Department of Labor and Industries and approved by the Department.
- 1.7 At the conclusion of the project, the Contractor and its subcontractors shall submit affidavits of wages paid to the Industrial Relations Division, Department of Labor and Industries, General Administration Building, Olympia, Washington 98504, for certification. Form S.F. 9843 "Affidavit of Wages Paid" or a similarly constructed form shall be filed to secure the certification of the Director of the Department of Labor and Industries of the State of Washington.
- 1.8 Final payment on the Contract will be withheld until the Owner has received certification by the Director that the prevailing wage requirements of the law have been satisfied.
- 1.9 In as much as the Contractor will be held responsible for paying the prevailing wages, it is imperative that all contractors familiarize themselves with the current wage rates before submitting proposals based on these Contract Documents. This Contract must pay the prevailing wage rate for Pierce County.
- 1.10 Any fees charged by the Department of Labor and Industries for processing such statements of intent to pay prevailing wages or affidavit of wages paid shall be the responsibility of the Contractor; if, for any reason, the Owner pays such fees, then the Contractor shall be charged the amounts thereof.

SECTION 00820 – ADDITIONAL ARTICLES - SUPPLEMENTARY CONDITIONS (CONTINUED)2. RETAINAGE

- 2.1 Pursuant to RCW 60.28.010, the Owner will retain 5% of all progress payments as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor, or materialmen who shall perform any labor upon the contract or work hereunder, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for carrying on such work; and the State with respect to taxes imposed pursuant to Title 82 RCW which may be due from such Contractor. Such retained funds will be held by the Owner and dealt with in accordance with the terms and provisions of the following paragraph.
- 2.2 The retained percentage will be held and applied by the Owner as a trust fund in a manner required by Chapter 60.28 Revised Code of Washington. Unless a bond has been posted pursuant to RCW 60.28.010(4), payment of the retained percentage will be made to the Contractor in ordinary course upon the expiration of 30 days following the acceptance of the work by the Owner upon the condition that the Contractor shall have furnished to the Owner a certificate from the Department of Labor and Industries and the Employment Security Department of the State of Washington showing that all payments due said departments have been made, a certificate from the Tax Commission of the state of Washington showing that all taxes due or to become due with respect to the contract have been paid or duly provided for, an affidavit by the Contractor stating that all persons performing labor or furnishing materials have been paid; and upon the further condition that no notice of lien shall have been given as provided in Chapter 60.28 Revised Code of Washington; and further that no claims have been brought to the attention of the Owner.

3. OFF-SHORE ITEMS

Upon completion of the Contract, the Contractor shall submit a certified statement setting forth the nature and source of those items procured from sources beyond the territorial boundaries of the United States including Alaska and Hawaii items which are in excess of \$2,500.00 and have been utilized in the performance of the contract.

4. USE OF AMERICAN IRON AND STEEL

This provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.). This provision does not apply if the engineering plans and specifications for the project were approved by the Ecology prior to January 17, 2014.

The Contractor acknowledges to and for the benefit of the Project Owner and the State of Washington that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund which contains provisions commonly known as "American Iron and Steel (AIS);" that requires all of the iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirements") including iron and steel products provided by the Contractor pursuant to this Agreement. "Iron and Steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

The Contractor hereby represents and warrants to and for the benefit of the Project Owner and the State that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirements,

SECTION 00820 – ADDITIONAL ARTICLES - SUPPLEMENTARY CONDITIONS (CONTINUED)

- (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirements is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by the Project Owner or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Owner or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Project Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Project Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Project Owner for the funding of its project, the Project Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

5. BUILD AMERICA, BUY AMERICA ACT

The Contractor also acknowledges to and for the benefit of the Project Owner and the State of Washington that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund which contains provisions commonly known as "Build America, Buy America (BABA) Act;" that requires all of the iron and steel products used in the project are produced in the United States (AIS); manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

BABA requirements do not supersede AIS requirements, and both provisions still apply and work in conjunction. Compliance with AIS requirements meets the BABA requirements for iron and steel.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Owner or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Project Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Project Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Project Owner for the funding of its project, the Project Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

6. DAVIS-BACON ACT

The Successful bidder will be required to conform to the wage requirements prescribed by the federal Davis-Bacon and Relate Acts, which requires that all laborers and mechanics employed by contractors and subcontractors performing on contracts funded in whole or in part by SRF appropriations in excess of \$2000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, and determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area. Wage determinations can be found at <https://sam.gov/content/wage-determinations> and Appendix B.

END OF SECTION 00820

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00999a – NOTICE OF AWARD

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION:      **WELL K-3 Project**  
   **Job #869**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are required by the Instructions to Bidders to review, sign and return the Acceptance of Notice and furnish the required CONTRACTOR'S Performance BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to return said Acceptance and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as forfeiture of your BID SURETY. The OWNER will be entitled to such other rights as may be granted by Law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Owner

By: \_\_\_\_\_

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

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_ the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

By: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_

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

END OF SECTION 00999a

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00999b - NOTICE TO PROCEED

**NOTICE TO PROCEED**

TO: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Project: Well K-3 Project  
 \_\_\_\_\_ Job #869  
 \_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Contract dated \_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_, and you are to complete the WORK (substantial completion) within 150 consecutive calendar days thereafter, and to complete all work (final completion) within an additional 30 consecutive calendar days thereafter. The date of substantial completion of work is therefore \_\_\_\_\_, 20\_\_\_\_ and the date of final completion of work is therefore \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Owner  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_  
 \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.


By: \_\_\_\_\_  
 (Signature)

Printed Name: \_\_\_\_\_

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

END OF SECTION 00999b

# Application and Certificate For Payment

To Owner:  <b>LAKEWOOD WATER DISTRICT</b> PO BOX 99729 LAKEWOOD, WA 98496	Project: WELL K-3 PROJECT	<b>Application No: xx</b> <b>Date: xx/xx/2016</b> <b>Period: xx/xx/2017 to xx/xx/2017</b>  <b>District Job Number(s): 869</b> <b>Contract Date: xx/xx/2016</b>
From (Contractor): (CONTRACTOR) (ADDRESS) (CITY, STATE, ZIP)	Contractor Job Number: xxxx/Work Order Number xxx	
Phone: (XXX) XXX-XXXX		

## Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by District	# 1 thru ?	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00

**Change Order totals this pay period**      \$0.00      \$0.00

**Net change by change orders to date**      \$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the District, and that current payment shown herein is now due.

Contractor:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

### Engineer's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the District that to the best of the Engineers' knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

**Amount Certified: \$0.00**

Engineer:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the District or Contractor under this Contract.

Original contract sum (w/o tax)	\$0.00
Net change by change orders (w/o tax)	\$0.00
Contract sum to date (w/o tax)	\$0.00
Total completed to date (w/o tax)	\$0.00
0.0% of completed work	#DIV/0!
Total retainage (5%)	\$0.00
Total earned less retainage (w/o tax)	\$0.00
Less previous certificates of payment (w/o tax)	\$0.00
Taxable amount this payment	0.00
Sales tax this payment (9.4%)	0.00
<b>Current payment due</b>	<b>\$0.00</b>

Payment Approved by Project Manager:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

Payment Approved by General Manager:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

DIVISION 0 -- BIDDING AND CONTRACT REQUIREMENTS  
 SECTION 00999c -- APPLICATION FOR PAYMENT

00999c-1

DIVISION 0 -- BIDDING AND CONTRACT REQUIREMENTS  
SECTION 00999c -- APPLICATION FOR PAYMENT



**PAY ESTIMATE No. XX**

for

(pay period)

Date:

PROJECT: WELL K-3 PROJECT  
Job No. 869

Contractor:  
Address:

Bid Item	Description	Contract Bid				Total Complete to Date		Total Previously Billed		Total This Pay Period	
		Units	QTY	Unit \$	Total Bid	Quantity	Payment	Quantity	Payment	Quantity	Payment
1	Mob/Demob	L.S.	1								
2	Install Surface/Formation Seal	L.F.	150								
3	20-Inch Drive Shoe	EA	1								
4	16-Inch Drive Shoe	EA	1								
5	Drill 20-Inch Borehole	L.F.	150								
6	Furnish and Install 20-Inch Well Casing	L.F.	301								
7	Drill 16-Inch Borehole	L.F.	300								
8	Furnish and Install 16-Inch Well Casing	L.F.	602								
9	16-Inch Drive Shoe Cut	L.S.	1								
10	Furnish Screen Assembly and Other Materials + 15% Markup	Fixed est.	1								
11	Authorized Hourly	HR	60								
12	Credit for 16-Inch Casing Removed	L.F.	35								
13	Furnish and Install Pumping Test Equipment and Discharge Pipe	L.S.	1								
14	Hourly Work for Pumping Tests	HR	30								
15	Extra Materials + 15% Markup	Fixed est.	1								
16	Standby Time	HR	8								
	Subtotal Due				\$0.00		\$0.00		\$0.00		\$0.00
	Less 5% Retainage				0.00		0.00		0.00		0.00
	Sales Tax @ _____%				0.00		0.00		0.00		0.00
	<b>TOTAL DUE</b>				<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>

\_\_\_\_\_  
(Contractor's Authorized Signature)



## DIVISION 1 – GENERAL REQUIREMENTS

### SECTION 01010 – SUMMARY OF THE WORK

#### 1.1 Scope Summary

The general scope of work is to drill, construct, and test a new water supply well using minimum 16-inch casing to a depth of approximately 600 feet below ground surface (bgs). The proposed well design (Figure 2) will be similar to the existing Well K-2 at the wellfield; however, the actual well design will depend on hydrogeologic conditions encountered during drilling.

The well will be drilled and constructed using cable-tool methods. The well will be constructed as follows:

- Install temporary 24-inch surface seal casing string to an approximate depth of 150 feet bgs with drilling terminating in a confining unit and approved by the Geologist.
- Install 20-inch casing string to approximate depth of 300 feet bgs as approved by the Geologist.
- Install 16-inch casing and advance to a final depth of approximately 600 feet bgs. Final depth to be approved by the Geologist.
- Cut the 16-inch casing from the shoe then install the stainless-steel well screen. The screen design, diameter, length, and slot size will be determined based on field conditions by the Geologist and the Owner. The screen design likely will include a sand pack but may be completed with natural formation material around the screen if soil conditions allow.
- Expose the screen by pulling back the 16-inch casing, adding sand pack if included in the design.
- Develop well by jetting/airlifting or surging/bailing techniques. Add to the sand pack as necessary. Development may be completed using the test pump for short-duration pumping events (1 to 2 hours), if required.
- Perform step-rate and constant-rate pumping tests.
- Disinfect the well with chlorine solution.
- Install a surface/formation seal between the 24-inch and 20-inch annulus while removing the 24-inch casing from the borehole.
- Complete the wellhead with the permanent 16-inch casing extending 2 feet above ground level and the 20-inch casing extending 1 foot above ground. The 20- to 16-inch annular space will be welded shut at the top of the 20-inch casing.
- Weld a secure cap to the wellhead that has a 2-inch threaded access port and attach the Ecology Well Tag number.

#### 1.2 Past Performance and Qualifications

The Contractor must be a licensed Water Well Contractor and in full compliance with Washington State Law. Only competent workers shall be employed on the project. The Owner may reject any bidder's proposal on the grounds of an apparent lack of experience or unavailability of equipment.

#### 1.3 Other Pre-Drilling Submittals

The successful Bidder shall submit the following information prior to mobilization:

1. Names and license number of drillers who will complete the work
2. Cell phone numbers for drillers
3. Names, licenses, and contact information for all subcontractors
4. Notice of Intent to Construct a Water Well
5. WDOE Start Card number

SECTION 01010 - SUMMARY OF THE WORK (CONTINUED)

6. WDOE Well Tag number that will be affixed to the casing at the end of the project.
7. Note that Health and Safety, and Spill Response Plans, are required to be onsite when drilling begins.

#### 1.4 Well Location

Well K-3 will be drilled at the Owner's existing Lake Street Wellfield at approximately 6333 Lake Avenue SW in Lakewood, Washington. The Owner shall stake the location of the new well. The tentative location is shown on Figure 1. Owner shall be responsible for site preparation and locating of underground utilities.

#### 1.5 Site Conditions

The site is located within a District facility that is fenced and locked. The site access and the well site is bare ground. Access to the drilling site shall be provided by the Owner, and Contractor personnel must coordinate entry onto the site with the Owner. The Contractor shall secure the site and equipment at the end of each day.

#### 1.6 Completion of Work

Completion Time shall be within 150 calendar days of starting for the specified work. Work hours are 8 am to 5 pm, Monday through Friday. Failure to comply with these specifications and failure to follow the project schedule, will result in termination of the Contract after three (3) occurrences. The Owner may grant exceptions for emergency situations, or for certain situations when notified in advance. Work after 5 pm or on weekends is not anticipated, unless pre-arranged and approved by the Owner.

#### 1.7 Protection of Work Site, Groundwater, and Well

The Contractor shall conduct all operations in such a way as to prevent any destruction, scarring, defacing, or contamination of the drilling site or the well. In addition, the Contractor shall conduct all operations in such a way to prevent injury to individuals working on or in the vicinity of the well. Every effort will be made to present an orderly appearance at the site while drilling and testing operations are under way.

Special precautions shall be taken to protect the well and work site during drilling, installation, and testing from all sources of hydrocarbons and other contaminants. Therefore, this contract requires the Contractor to take the extra precautions detailed below.

1. The Contractor shall steam clean all tools, equipment, and casing that will be used in or on the well prior to their arrival on site and shall protect all such equipment from possible contamination at all times during the course of the project.
2. The Contractor shall use the minimum amount of hydrocarbon products required, other than fuel, motor oil, hydraulic oil, and grease that is normally required for operation of the drill rig. The Contractor should substitute hydrocarbon-free thread compound such as "Green Stuff" for standard petroleum-based lubricants on threaded joints that will be entering the well.
3. The Contractor shall prepare and conform to a written Spill Response Plan that describes steps it will take in the event of contamination as well as efforts to prevent any such events. A copy of the plan shall be kept at the work site and be available upon request.
4. The Contractor shall place a protective barrier or plastic sheeting under the drilling rig to prevent oils, fuels, and other fluids from falling to the ground and contaminating the site. Should leakage or spillage occur, the Contractor shall immediately repair the cause and

SECTION 01010 - SUMMARY OF THE WORK (CONTINUED)

take the necessary steps to contain and thoroughly remove all contaminated soils and materials and transfer such wastes off site for legal disposal. A ready supply of absorbent material such as "Floor Dry" shall be maintained on site.

5. The Contractor shall maintain a 5-gallon pail of clean water with a 50-ppm chlorine concentration and a brush for disinfection of tools during all drilling operations. If the drill bit, bailers, and other tools are allowed to contact soils, grasses, or other materials where potential contaminants may be introduced to the well, then the tools will be properly disinfected prior to any further use in the well.

In the event that any damages to site property occur because of the Contractor's activities, the Contractor shall, at their own expense, repair the damages or reclaim the land to the extent deemed suitable by the Owner. Alternatively, the Contractor may pay the Owner a value to remedy the damage that is deemed acceptable to the Owner. Such damages include environmental impairment.

The site has security fencing, and the Owner will facilitate Contractor access. The Contractor shall provide above-ground containment and the Owner will be responsible for emptying of the above-ground containment. It will be the Contractor's responsibility to secure the site at the end of each workday to prevent the tampering of the well and injury to the public. The Contractor shall maintain secure covers over all unattended excavations and pits to prevent the entry of all persons.

#### 1.7 Staging Area

The Owner will provide a staging area for storing materials and equipment upon request. At the completion of the field activities, the Contractor shall return the staging areas to their original condition. The Contractor assumes responsibility for all materials and equipment left unattended at the drill sites.

#### 1.8 Drilling Water

Water is available on site via a standard garden-hose fitting at the nearby wellhouse. The Owner also will provide a hydrant meter and location for the Contractor to use in filling water tanks. The Contractor will not be charged for water usage but shall keep records of the amount of water used. The Owner will provide a meter for the Contractor's use.

#### 1.9 Disposal of Drill Cuttings

All excavated soil (especially slurry) resulting from drilling operations shall be confined by the Contractor to the immediate workspace. The Contractor shall provide above-ground containment sufficient for the drilling method and volume of cuttings. The Owner will assist with cleaning out the above-ground containment periodically with a backhoe or vac-truck. The Contractor shall provide the Owner with sufficient notice that the pit needs to be emptied so that drilling can continue uninterrupted. The Owner will be responsible for ultimate disposal of the drill cuttings.

#### 1.10 Electric Power

Electric power will not be available for the Contractor's use at the drill site. The Contractor is required to provide power sources needed for activities, including a generator for test pumping of the completed well.

SECTION 01010 - SUMMARY OF THE WORK (CONTINUED)1.10 Responsibilities of the Geologist

The Geologist or other Owner representative will be in the field during selected drilling, testing, and screen installation activities. They shall observe the work for compliance with these Specifications, have the authority to direct no-cost adjustments to these Specifications as the work proceeds, manage sample handling, maintain a boring log, provide recommendations for well design, oversee and manage testing, and observe and document screen installation. Adjustments to these Technical Specifications by the Contractor must receive verbal approval from the Geologist prior to the adjustments being made. The Geologist shall propose the final drilling depth and completion depth of the well, but the Contractor shall also have input to these decisions. The Geologist is under a separate contract with the Owner and is paid by the Owner.

1.11 Responsibilities of the Contractor

The Contractor shall provide all the equipment and personal needed to drill, construct, develop, and test the well in conformance to these standards. Contractor shall provide above-ground containment for all drill cuttings. Prior to the commencement of field operations, the Contractor will designate the representative who will be responsible to discuss work schedules and related matters with the Geologist and Owner. The Contractor will procure all permits, licenses, and certificates that may be required by law for the execution of the work described in this document. The Contractor will comply with all federal, state, and local laws, ordinances, rules, and regulations relating to the performance of the work described in this document.

When the Geologist is not onsite to communicate progress on drilling, development, and other tasks, the Contractor shall maintain phone and/or email communication with the Geologist at least daily or immediately following a significant change in geologic conditions, and the Contractor shall submit copies of their daily reports to the Geologist in an electronic format via e-mail, scans/photo, or text at least once per week. The reports shall include a description of soil information encountered during the day, measured static water levels referenced to ground, and hourly activities and quantities (screen fabrication and installation, well development, bail testing, etc.). Reports shall be recorded for each day when there are on-going field activities and reported at least weekly. The Contractor shall also be accessible by cell phone (assuming reception is available) to discuss matters as drilling proceeds. The Contractor shall maintain a boring log and samples as requested by the Geologist. The Contractor is at all times responsible for the safety of the workers and any and all work performed.

The Contractor will provide the Owner and Geologist in advance with a schedule of site work, including anticipated daily arrival and departure times and any foreseeable schedule conflicts. The Contractor is responsible for notifying the Geologist, preferably in advance, of any delays in arriving to the site, early departure from site, or if the Contractor will not be on site during a scheduled workday.

The successful bidder shall submit a notice of intent to install a groundwater well (with fees) to the Washington State Department of Ecology (Ecology) and receive a start card prior to mobilization as specified in WAC 173-160-420 Well Construction Notification (Start Card). At the completion of the project, the Contractor will be required to complete and submit to Ecology all necessary reports and forms relating to the construction of the well (WAC 173-160-420).

1.12 Responsibilities of the Owner

The project will be contracted and managed by the Owner. The Owner will be responsible for providing access to the site prior to mobilization, site preparation, assisting the Contractor with maintenance of the above-ground containment, final disposal of drill cuttings, water disposal

SECTION 01010 - SUMMARY OF THE WORK (CONTINUED)

except as noted in Part 2.2, underground utility locates, and well location staking. The Owner also will provide a hydrant meter and a standard garden-hose fitting for water. The Owner will sample the well for bacteriological testing at the conclusion of well testing.

**1.13 Other Specifications**

All work, materials, and construction shall conform to the requirements of WAC 173-160 or variances thereto. In the event of a conflict between these Specifications and WAC 173-160, and in the absence of a variance from WAC 173-160, the most stringent standards or procedures shall prevail.

**PART 2 – MATERIALS****2.1 Temporary 24-Inch Surface Seal Casing**

The temporary steel casing for Well K-3 shall be 24 inches in diameter and shall be drilled to a depth of approximately 150 feet bgs into a confining unit. The temporary 24-inch surface seal casing shall be 24-inch nominal pipe with a wall thickness of no less than 0.375 inches. The temporary surface casing string shall be clean but may be new or used at the option of the Contractor. The surface seal casing will remain the property of the Contractor. The surface casing shall remain in place during the drilling of the 20-inch steel casing to approximately 300 feet bgs.

**2.2 Permanent Casing**

The permanent casing strings shall be new, clean, seamless, black steel pipe in accordance with American Petroleum Institute (API) Standard 5L or equivalent ASTM standards. The 20-inch casing shall be 20-inch nominal pipe with a wall thickness of not less than 0.375 inches and the 16-inch steel casing shall be 16-inch nominal diameter pipe with a wall thickness of not less than 0.375 inches.

**2.3 Drive Shoes**

The 24-inch temporary casing and the permanent 20-inch and 16-inch well casings shall each be fitted with a new drive shoe of the materials and configuration required to prevent damage or distortion during well drilling. Each new shoe shall have a beveled and tempered cutting edge of steel as required by the drilling method and the subsurface soil conditions. The drive shoes are to be furnished and attached by the Contractor. The Contractor is responsible for welding the shoes securely and squarely to the lead casing joints.

It will be the Contractor's responsibility to extract the 24-inch temporary surface seal casing as part of seal placement. The Contractor may use their own discretion in determining whether it is necessary to cut the drive shoe on the temporary casing for seal placement. If the Contractor elects to cut the drive shoe on the surface seal casing, then it shall be cut prior to placing the 20-inch casing in the hole.

**2.4 Stainless-Steel Screen**

The screen assembly for the well shall be furnished and installed by the Contractor. The screen shall be manufactured by Wheelabrator Clean Water, Inc. (Johnson Screens), Haliburton Screen Co. (Howard Smith), or approved equal. The screen shall be constructed by the winding and welding of triangular wire spirally around a circular array of longitudinal rods. The well screen shall be constructed with Type 304 stainless steel.

The diameter of the screen will most likely be 12-inch pipe size if a sand pack design is selected; an alternative is 16-inch telescoping screen if a natural formation pack design is

SECTION 01010 - SUMMARY OF THE WORK (CONTINUED)

selected. The width of the slot openings, length, and position of the screen assembly shall be based on the grain size distribution and borehole log as determined by the Geologist.

The screen bottom shall be fitted with a mild steel tail pipe and bail bottom. The top of the screen assembly shall be fitted with a mild steel riser section. The upper portion of the riser section shall be fitted with either a pressure relief section (sand pack design) or possibly a neoprene K-packer (natural design) if soil conditions allow. If a sand pack design is used, then the screen assembly shall be centered in the hole with centering guides. The Contractor is encouraged to comment on designs proposed by the Geologist.

After the Geologist has designed the screen assembly, the Contractor will have the responsibility to promptly order the well screen, sand pack, and fittings. A reasonable delay to manufacture and ship the screen and filter pack materials should be anticipated. No standby payment will be allowed during this period. The Contractor shall provide labor and equipment to handle, align, assemble, and deliver the screen assembly and materials to the site, and to install the screen in the well at the prescribed depth, including backfill and grouting.

#### 2.5 Filter Pack

The Contractor shall provide and install a filter pack around the well screen if a sand pack design is selected. The filter pack shall be a relatively uniform rounded quartz or other acceptable sand that meets gradation requirements specified by the Geologist based on the boring log and samples. The sand shall be Colorado Silica Sand or equivalent.

#### 2.6 Well Cap

The completed production well shall be fitted with a continuous welded cap to prevent pollutants from entering the well. The cap shall have a 2-inch-diameter threaded plug in the center for making periodic water level observations.

#### 2.7 Backfill

If required, pea gravel and/or bentonite chips shall be used to backfill unused portions of the borehole. Pea gravel shall be clean, washed, 3/8-inch-minus, or sized as directed by the Geologist. Backfill procedures shall be authorized by the Geologist. A layer of mixed gravel and bentonite chips may be installed to prevent vertical transfer of water below the screen assembly, if directed by the Geologist.

#### 2.8 Grout Materials

The Contractor shall present to the Geologist recommendations for grout materials to be used based on conditions encountered during frilling. The Geologist will select and approve the grout materials to be used. Any bentonite, cement grout, or neat cement used shall conform to the requirements of WAC 173-160-221 and 173-160-381.

CEMENT GROUT. The cement grout shall be dry Portland cement mixed with not more than 5 percent powdered bentonite. Sacks of cement used for the grout mixture shall be new. Sacks that have been water damaged shall not be used. The two powders shall be dry mixed before addition of water. Between 5 to 6 gallons of water shall be added per 100-pound sack of cement. The mixed grout shall weigh at least 15 pounds per gallon.

BENTONITE. If pure bentonite is used as a sealing material, it shall be composed of dry, medium-size bentonite granules such as Enviroplug or Holeplug. Compressed bentonite pellets

SECTION 01010 - SUMMARY OF THE WORK (CONTINUED)

will not be allowed. Sacks of pure bentonite must be new; sacks which have been water damaged shall not be used.

HIGH SOLIDS BENTONITE GROUT. Sacks of bentonite powder used for the grout mixture shall be new with 20-percent solids. The grout materials should be mixed according to the manufacturer's recommendations. Sacks which have been water damaged shall not be used.

**PART 3 – EXECUTION OF WORK**

At all times during the progress of the work, the Contractor shall protect the well in such a manner as to effectively prevent tampering with the well, injury to individuals working on or in close proximity to the well, and the entrance of foreign matter into the well. All operations shall be conducted to prevent any destruction, scarring, or defacing of the work site and surroundings. Movement of personnel and equipment within the work site shall be performed as required to prevent damage or injury.

**SCHEDULE A****3.1 Drilling**

The drilling shall be completed using cable-tool methods; other methods shall not be allowed. The Contractor shall provide a drill rig large enough to reach the desired depths. The drilling operations shall allow the casing string to be installed while drilling, shall allow the casing to be withdrawn at any time, and shall allow the performance of any and all other work required.

Not more than five (5) consecutive feet of open-hole drilling will be permitted except as allowed by the Geologist. Heaving conditions shall be controlled by adding water to the casing string and, if necessary, by maintaining a plug of soil at the bottom of the casing. Only potable water may be used for all drilling operations. Only clean water tanks which have been used for storage of potable water *only* shall be used.

Static water level shall be measured and recorded by the Contractor at the beginning and end of each workday and as directed by the Geologist. The Contractor shall record the depth at which water is first encountered during drilling and the depth(s) where substantial changes in formation material occur.

**3.2 Installation of Steel Casings**

The temporary and permanent casing strings shall be advanced during drilling and shall be maintained within five (5) feet of the bottom of the hole or as allowed by the Geologist.

The Contractor shall mark the outside of the casing every foot during drilling, and both the drilling line and the sand line shall be marked to track the length of cable in comparison to the length of the casing string.

**3.3 Installation of Surface/Formation Seal**

The Contractor shall advance the 24-inch temporary surface seal casing to an approximate depth of 100 feet bgs and embed the bottom of the casing in a low-permeability confining unit anticipated to underlie Aquifer A3. If the Contractor elects to cut the 24-inch drive shoe for placement removal of the temporary casing, then the drive shoe shall be cut prior to installing the permanent 20-inch well casing. The temporary surface seal casing will remain in place during the drilling of the 20-inch steel casing to approximately 300 feet bgs.

## SECTION 01010 - SUMMARY OF THE WORK (CONTINUED)

A surface seal will be installed in the 20-inch/24-inch annulus while the temporary 24-inch casing is removed in accordance with WAC 173-160-221 and 173-160-231. The Contractor will select the seal material from those specified in Section 2.7 and as approved by the Geologist. The seal material will be pumped or installed via tremie pipe from the bottom to the top of the annulus. Alternate methods for completing this seal may be allowed if approved by the Geologist and Owner.

### 3.4 Installation of Stainless-Steel Screen Assembly

After the screen assembly has been recommended by the Geologist and approved by the Owner, the Contractor shall promptly order the well screen. The Contractor is invited to comment on the draft well screen design proposed by the Geologist. A reasonable delay to manufacture and ship the screen should be anticipated. No standby payment shall be allowed during this period. The Contractor shall provide labor and equipment to handle, align, assemble, and deliver the screen assembly and materials to the site, and to install the screen in the well at the prescribed depth.

The screen shall be installed by the pull-back method. The Contractor shall provide a firm base on which to rest the screen assembly prior to pulling back the casing. Prior to pulling back the casing, the Contractor shall decide whether to cut the 16-inch casing above the drive shoe. The Contractor takes full responsibility for ensuring that their decision does not compromise the well installation. If the drive shoe is cut, the Contractor takes full responsibility for ensuring a complete cut that separates the shoe and remnant from the 16-inch casing.

If a sand pack design is used, then the Contractor shall install centering guides to ensure that the well screen is centered in the borehole. Centering guides shall also be placed on the riser pipe above the screen interval. The sand pack shall be placed incrementally as the screen is exposed and developed to minimize the potential for sand bridging and voids.

### 3.5 Welding

Welds shall be full, continuous, the full thickness of the pipe wall, and shall be done in accordance with applicable standards of the American Welding Society. All joints shall be watertight.

Casing shall be joined by butt welding using an electric arc so that the welded joint has 100-percent or more of the strength of new casing. The use of external diamonds, steel straps, or other unnecessary reinforcements shall not be allowed. The Contractor is responsible for the integrity of all welds made during the construction of the well. The Contractor shall not be paid for any well that has to be abandoned due to a broken weld and shall be required to properly abandon and replace the well at their own expense.

The completed well shall have a ¼-inch thick steel plated cap welded in place. A 2-inch threaded port and plug shall be installed on the cap to facilitate subsequent water level measurement. A steel ring shall also be firmly welded between the 16-inch and 20-inch permanent casings.

### 3.6 Alignment

The Contractor shall exercise care to construct a well that is straight and plumb. The Contractor shall continuously maintain a check on the hole alignment. The basic alignment requirements are that the well allows the installation of drilling tools and the screen assembly. The production well shall be straight enough to accept a line-shaft turbine pump of sufficient diameter to allow



SECTION 01010 - SUMMARY OF THE WORK (CONTINUED)

the operation of the well to its maximum capable yield, which is estimated to be up to 1,200 gpm. The well will not be accepted or paid for unless these conditions are fully met.

During construction and upon completion of the well, the Owner will require the Contractor to test and demonstrate to the Owner's satisfaction that the completed casing installation is truly straight and plumb. The maximum divergence from vertical that shall be permitted in the plumbness of the finished well casing is  $\frac{2}{3}$  the smallest inside diameter of that part of the well casing being tested per 100 feet of length. To measure plumbness, the Contractor shall provide the necessary labor and materials to conduct a plumb-bob test as described on Pages 336 and 337 in "Ground Water and Wells" (Johnson, 1986, second edition). Final interpretation of measurements shall be in conformance with Appendix "D" of AWWA A-100, suitable for installation of a pump and column measuring 8-inches in diameter. The plumb-bob test shall be performed under the direction of the Geologist. Straightness shall be tested using a dummy which is  $\frac{1}{2}$  inch smaller in diameter than the nominal casing dimension. The alignment tests shall be paid for at the unit bid price for "Authorized Hourly Work," in Bid Item 11. If results of the tests show that the plumbness or straightness do not meet the requirements, the Contractor shall bear the expense of the test and correction of the misalignment including possible abandonment and replacement of the well. Should the Contractor fail to correct such faulty straightness or plumbness, the Owner may refuse to accept or pay for the well. The Owner may waive the requirements of this paragraph for plumbness if, in the Owner's judgment: (a) the Contractor has exercised all possible care in constructing the well and the defect is due to circumstances beyond its control; (b) the utility of the completed well will not be materially affected; and (c) the cost of necessary remedial measures will be excessive.

### 3.7 Drilling Refusal or Stuck Tools

If, after diligent attempts by the Contractor, the drill tools cannot penetrate to the required borehole total depth because of a boulder, cobble, accumulated wall friction, or inability to retrieve tools from the borehole, the Geologist shall authorize the borehole to be abandoned in accordance with Part 3.13 and an alternate boring shall be drilled.

### 3.8 Material Sampling

Representative soil samples shall be collected during drilling from the sand-pump bailer. During open-hole drilling, samples of fine-grained or silt-bound sediment (shoe cuttings) shall be collected immediately after driving the casings through previously drilled open hole. In drill-and-drive conditions, samples of loose granular soils shall be collected after driving the casing ahead. If multiple bailings are needed to remove the plug, then the last bailing shall be considered the most representative. In drive-and-bail conditions, samples of loose granular soils shall be collected once bailing reaches the casing shoe or below whenever possible.

Samples of the cuttings shall be taken every five (5) feet during drilling of confining or non-aquifer materials and/or whenever a change in formation is encountered, or additionally as directed by the Geologist. Samples shall be taken every three (3) feet during drilling of potential aquifer zones. Samples from the bailer shall be deposited on top of a clean, 4-foot by 8-foot by  $\frac{3}{4}$ -inch (minimum) plywood sheet provided by the Contractor. The material shall be adequately mixed to provide a representative sample. Retained samples shall not be less than one (1) gallon and shall be kept in re-sealable plastic bags provided by the Contractor and clearly labeled with well name (Well K-3) and depth. Samples shall be collected regardless of the presence of the Geologist.

SECTION 01010 - SUMMARY OF THE WORK (CONTINUED)

Borehole logging will be conducted by the Geologist for the purposes of this project and must also be completed by the Contractor for fulfillment of State requirements (Section 3.13). The Contractor shall have access to the Geologist's log. The Contractor shall endeavor to provide information on drilling conditions that will assist the Geologist in making determinations of lithology.

### 3.9 Bail Testing

The Geologist may, at any depth within the targeted water-bearing zone, request the driller to perform a bail-down test. The driller shall provide and use a dart-valve bailer to perform the bail-down test for the duration indicated by the Geologist. Prior to starting the test, the driller shall bail out any formation material within the casing. The Geologist shall measure and record the depth to water in the hole before and after the bail-down test. The driller shall carefully mark the sand-pump bailer line so that the depth to water can be tracked during the test.

### 3.10 Well Development

The well shall be developed to stabilize the aquifer materials and to remove silt and fine sand from the vicinity of the screened sections. The development method shall be determined by the Contractor and approved by the Geologist after the well is installed. Development may involve one or more of the following methods, as deemed necessary by the Geologist:

- Surging within the open area of the screen with an approved surge block of appropriate diameter, and removing material deposited inside the screen with a sand-pump bailer,
- Pumping in combination with surging, or
- Water jetting and/or air lift pumping.

The progress of development shall be recorded by the Contractor during the entire development operation and submitted daily to the Geologist in an **electronic format** via e-mail. The records shall include the length of the sand column that has settled to the well bottom, the duration of each surging cycle or jetting/airlifting operation, the speed of the reciprocating surge block movement (strokes per minute), and sand content of any discharge water that may be pumped as part of well development. Development shall continue until the Geologist determines that further development is unnecessary.

The final stage of well development will be performed after the test pump is installed. The Contractor shall pump the well for approximately 1 to 2 hours, or until the visual turbidity in the discharge water has stabilized.

### 3.11 Well Disinfection

The Contractor shall steam clean and disinfect all tools and equipment to be used in or on the well prior to their arrival on site and shall protect all such equipment from possible contamination at all times during the course of the project. Disinfection with a chlorine solution shall conform to requirements of WAC 173-160-331.

The screen assembly shall be steam cleaned and disinfected on the day of screen installation.

Disinfection of the well during drilling is required using a chlorine solution. This solution shall be supplied by the Contractor and applied with the welding of each casing joint. The Contractor shall disinfect the well in accordance with WAC 173-160-331 after it has been developed and tested.

SECTION 01010 - SUMMARY OF THE WORK (CONTINUED)

The Owner will sample the well for bacteriological testing at the conclusion of well testing. If the well fails to pass, the Owner may require the Contractor to disinfect the well and pump the well sufficiently to allow for re-sampling to occur.

3.12 Pumping Tests

The Contractor shall furnish, install, and operate all pumping equipment, throttling devices, valves, piping, measuring instruments, and up to 100 feet of discharge water conveyance system required for pumping tests, and shall provide personnel to continuously operate and maintain the equipment during the tests. The Contractor will furnish power for test pump operation.

The pumping equipment shall be capable of pumping up to 1,200 gpm from a pumping level of approximately 300 feet. The pumping equipment shall have a gate valve or other throttling devices to allow the discharge to be reduced to as little as 500 gpm during short periods of time (i.e., 30 minutes). The Contractor should assume a pump intake setting of up to 300 feet bgs. A final setting will be defined based on the final construction details of the well. The pumping equipment shall be capable of continuous operation for 24 hours without stopping for maintenance or other causes. The pumping equipment shall be capable of discharging at a constant rate (within five percent variation) to be determined after drilling.

The Contractor shall provide all fittings, and two temporary, perforated, 1.25-inch sounding tubes for guiding an electric well sounder and a cable-suspended transducer down the well. Both sounding tubes shall be perforated in the lower 10 feet and capped at the bottom. The sounding tubes shall extend to the top of the test pump and not contain solvent welds. The Geologist will supply water level monitoring equipment for use during the testing periods. The Contractor shall be responsible for the ability to obtain water level measurements using an electric well sounder and suspend a cable-suspended transducer during testing and shall assist the Geologist in manually measuring of the water levels as required. The Geologist will program the transducer datalogger prior to deployment.

The orifice method is the preferred method for flow measurement. Every effort shall be made to place the orifice near the pumping well. If this cannot be accomplished, the Contractor shall, at no additional cost, provide an accurate, in-line flow meter that reads both instantaneous and cumulative discharge. If requested by the Geologist, a small port shall be installed for installation of a Rossum™ Sand Tester according to the manufacturer's specifications.

Discharge water will be conveyed to an on-site pit constructed by the Owner. Up to 100 feet of conveyance should be anticipated.

3.13 Abandonment and Decommissioning

If the well does not meet the alignment, depth, or other requirements, or if the Contractor stops work, the well will be considered abandoned. A new well shall be started in the immediate vicinity at a location designated by the Owner. The Contractor may, at their own expense, remove any ungrouted casing from the abandoned well. An abandoned well shall be backfilled and sealed by grouting in accordance with WAC 173-160-381. In the event a well is abandoned because of plumbness, obstruction, collapse, breakage, off-set, conditions listed in Part 3.7, or construction error, the Contractor will not be paid for the well or associated drilling and will drill a replacement well nearby for which the Contractor will be paid.

## SECTION 01010 - SUMMARY OF THE WORK (CONTINUED)

In the event of abandonment because of a dry hole as determined by the Geologist, the Contractor shall be paid for drilling and decommissioning the subject boring.

### 3.14 Well Construction Records

The Contractor shall keep a daily written log of operations, including size and length of the casing placed, character, depth and thickness of all formations penetrated, screen location, progress of development work and test pumping, and cause of any delays. Duplicate copies of this log shall be furnished to the Geologist, by email or fax if necessary, on a daily basis while work is in progress.

The Contractor shall use its best skills and knowledge to obtain the maximum information regarding the various formations and conditions encountered. An accurate log of the well shall be kept as the hole is drilled and the depth and nature of encountered materials recorded at all changes in formation. This log shall be completed regardless of any logs maintained by the Geologist.

All records and reports required by the State of Washington shall be prepared and submitted directly to the applicable department or agency by the Contractor. Copies of such records and reports shall also be submitted concurrently to the Owner.

## **PART 4 – WASTE MATERIALS**

### 4.1 Excavated Soil

The Contractor shall confine all excavated soil (especially slurry) resulting from drilling operations to the site as designated by the Owner. The Contractor and the Owner shall, at the preconstruction meeting, discuss and approve the means to be used. The Contractor shall provide above-ground containment to contain all soil and slurry. The above-ground containment will be periodically emptied by the Owner. The Contractor shall provide the Owner with sufficient notice that the above-ground containment needs to be emptied so that drilling can continue uninterrupted.

### 4.2 Waste Water

Water resulting from well development may be placed in a straw bermed area or the cuttings pit constructed by the Owner, and allowed to infiltrate, provided it does not overflow and run outside of the perimeter of the site property and create an erosion problem. If the water cannot be disposed of by infiltration in the pit and cannot be contained onsite, the Contractor shall pump it into a portable storage tank. The Contractor shall provide and transport waste water in the storage tank and dispose of it at an appropriate location as approved by the Owner.

Water resulting from test pumping operations shall be piped above grade to the discharge points designated by the Owner. The Contractor should assume up to 100 feet of conveyance discharge pipe for bidding purposes.

### 4.3 Miscellaneous

All miscellaneous trash such as lunch material, cement, or pea gravel bags, etc. shall be hauled daily from the site by the Contractor and disposed of in a responsible manner. A litter bad shall be maintained at the drilling site. Accommodations for sanitation shall be provided by the Contractor through all phases of the project. The Contractor shall clean up the drilling site and restore it to its initial condition, prior to final acceptance.

SECTION 01010 - SUMMARY OF THE WORK (CONTINUED)**PART 5 – HEALTH AND SAFETY**

The Contractor shall be fully responsible for developing a Site Safety Plan that includes proper precautions, monitoring, and other protocols as mandated by the Washington State COVID-19 response and return to work plans. The Contractor shall comply with Governor Inslee's Construction COVID-19 Job Site Requirements, if applicable at the start of construction.

It is not anticipated that dangerous or hazardous materials will be encountered during drilling operations. It is expected that the Contractor will follow all applicable OSHA and WISHA regulations and that all personnel at each site will wear clothing and equipment appropriate to heavy drilling operations.

## DIVISION 1 – GENERAL REQUIREMENTS

### SECTION 01150 – MEASUREMENT AND PAYMENT

#### 1. GENERAL

- a. Drilling will be completed using cable-tool methods to complete the production well portion of the project (Schedule A). The selected well drilling contractor (Contractor) shall furnish all labor, equipment, and material necessary to construct and test the new well in accordance with these Specifications.
- b. Under Schedule A, the Contractor will be responsible for landing a minimum 16-inch diameter casing at the target depth of 600 feet, with final depth determined by the Geologist. Initial drilling will be with 24-inch diameter casing to approximately 150 feet. A 20-inch casing will be sealed into a non-water-bearing unit (silt/clay; confining unit) below the 24-inch shoe depth and drilling will continue with 16-inch casing. Seal material will be placed at the bottom of the 24-inch hole at the conclusion of the 20-inch drilling.
- c. The proposed new well location is in an operating wellfield with two wells (Figure 1). Both wells are less than 600 feet deep. A representative well log is attached. The aquifer is highly transmissive, and the Owner is concerned about introducing turbidity into the aquifer. The wellfield will not be in use while penetrating this aquifer, but the Contractor should make every effort to minimize turbidity during drilling of the aquifer zone.
- d. The Contractor shall take precautions to prevent contamination from accidental spills of motor fuel, oil, grease, solvents, or other potential contaminants. The Contractor shall protect the surface and underground infrastructure along access routes and the well site and shall maintain clean sites and control litter during all phases of construction and testing. The wellfield is fenced, and the Contractor shall conform to site security measures established by the District.
- e. The intent of this contract is to drill a well for the Owner's production, Well K-3. It is expected that the new well will be drilled utilizing 24-inch casing to a depth of approximately 600 feet below ground surface using cable-tool methods. Unless otherwise authorized by the Engineer/Geologist, a minimum diameter of 16-inch casing is required to be placed to the final drilling depth of about 600 feet. Following completion of the drilling, the Geologist will determine the required well design and direct construction and development procedures and the appropriate pump testing.
- f. The Contract price paid for each item shall constitute full compensation for all costs of furnishing and installing all necessary materials and providing and furnishing all other material, equipment, and supplies and for performing all labor and operations for completion of the Work as specified in these Contract Documents.
- g. No measurement for payment will be made for any Lump Sum Bid Item.
- h. It is the intent of this project and the listed bid items that the Work shall result in a complete, satisfactory and proper operating system. All construction required to complete the Work as specified in these Contract Documents, but not specifically mentioned in this section, shall be considered incidental to those Bid Items for which payment is made.

2. It is the intention of these Specifications that the work described under each bid item is sufficient to complete the item. However, work and material not specifically listed in these Specifications but required in the contract documents, regulation, or general practice shall also be included in the Contractor's bid. Bid items shall include all equipment, labor, material, and transportation necessary

SECTION 01150 – MEASUREMENT AND PAYMENT (CONTINUED)

to complete the work. Any down time incurred by the Contractor, other than that requested by the Owner, will not be a pay item. No payment will be made for borings/wells that have not been completed in accordance with Chapter 173-160 WAC "Minimum Standards for Construction and Maintenance of Wells" or more stringent standards outlined in these specifications.

Payment to the Contractor shall be based on work satisfactorily completed, as determined by the Owner, and described in applications for payment forwarded to the Owner by the Contractor. Invoices shall be submitted in the same form as shown under "Bid Items." Pay estimates and compensation will be based on actual work performed by the Contractor. Payment requests shall be submitted initially to the Geologist for review prior to submittal to the Owner.

The items and their corresponding quantities shown on Schedule A represent the Owner's best approximation of the scope of work and are for the specific purpose of comparing bids. The Owner does not guarantee that the bid quantities are correct or that the stated tasks will be performed. The Owner reserves the right to vary the quantities or delete items in their entirety, and the Contractor will not be entitled to any extra payment where quantities are decreased or deleted.

3. BID ITEM DESCRIPTIONS

- a. Mobilization/Demobilization shall be billable at the rate of 50% of bid price when drilling starts and the final 50% when all equipment and materials are removed from the site and the site is left in a clean and orderly state. This item includes all compensation for site preparation and the fee for the Washington State Department of Ecology Notice of Intent.
- b. Install Surface/Formation Seal payment shall be for a seal which consists of a 24-inch cased hole to at least 150 feet deep, with such casing having a 4-inch greater diameter than the uppermost permanent casing, and with such casing removed at job conclusion as the annulus is grouted. Price bid includes all labor and materials to drill the oversized hole, provide temporary use of casing, and provide and place the seal.
- c. 20-Inch Drive Shoe payment shall be for 20-inch drive shoes welded to 20-inch permanent casing strings and successfully driven to depth.
- d. 16-Inch Drive Shoe payment shall be for 16-inch drive shoes welded to 16-inch permanent casing strings and successfully driven to depth.
- e. Drill 20-Inch Borehole Below the Formation Seal shall be paid per linear foot of hole drilled to the required depth. The Bidder should assume that the 20-inch borehole will be drilled to a depth of 300 feet bgs.
- f. Furnish and Install 20-Inch Well Casing shall be paid for per linear foot of required 20-inch casing string set below land surface plus 1 foot of final stickup. Price bid shall include labor for installation.
- g. Drill 16-inch Borehole Below Casing Reduction shall be paid per linear foot of hole drilled to the required depth of approximately 600 feet bgs.
- h. Furnish and Install 16-Inch Well Casing shall be paid for per linear foot of required 16-inch casing string set below land surface plus 2 feet of final stickup. Price bid shall include labor for installation.

SECTION 01150 – MEASUREMENT AND PAYMENT (CONTINUED)

- i. 16-Inch Drive Shoe Cut shall be paid per each for a successful separation of the drive shoe from the permanent casing. The price bid shall include all costs for the provision of the cutter assembly, as well as running in, cutting, and removing the cutter assembly.
- j. Furnish Screen Assembly and Other Materials, delivered to the site, shall be paid for at the documented invoice cost plus 15 percent markup for the screen and screen assembly accessories, backfill material, weld rings, tail and riser pipe, bail bottom, K-packers, filter pack materials, other screen appurtenances, and other materials, required and authorized by the District that are not covered by other items in these Specifications. In addition, the Contractor will be paid for the cost of freight incurred for the shipping of materials plus 15 percent markup.
- k. Authorized Hourly Work shall be paid for any work necessary to perform bail-down tests, alignment tests where results meet requirements of these specifications, fabricate and install the screen assembly, pull back 16-inch casing to expose the screen, perform development work and other similar construction activities not described under other bid items and as approved by the Owner. No extra payment for hourly work shall be made when equipment being used is not in good operating condition.
- l. Credit for 16-Inch Casing Removed shall be credited to the Owner for all 16-inch casing that is recovered and reusable in lengths of 7 feet or more, and as agreed upon by the Contractor and Geologist. Such recovered casing becomes the Contractor's property. Owner shall be entitled to a credit per linear foot as set forth in the Contractor's bid
- m. Hourly Work for Pumping Tests shall be paid per hour to conduct the step-rate and constant-rate tests and collect data as directed by the Geologist. Failure to maintain continuous pumping for a minimum of 24 hours as directed may make the test work ineligible for payment.
- n. Extra Materials not otherwise herein specified shall be provided only as directed and shall be paid for at documented direct cost plus 15-percent handling. Extra materials include, but are not limited to, bentonite and pea gravel bags.
- o. Standby Time shall be paid for any directed work not otherwise covered by unit prices herein, which does not require a full operating rig. Idle time required for adverse weather conditions, maintenance of equipment, loss of equipment down the hole and recovery thereof, lack of supplies and manpower, or caused by failure of equipment, will not be measured as standby. No standby payment will be allowed during the period where the contractor is manufacturing and shipping the screen assembly.

END OF SECTION 01150



DIVISION 1 – GENERAL REQUIREMENTSSECTION 01200 – PROJECT MEETINGS1. GENERAL

- a. Prior to submission of a bid, it is recommended that the Contractor attend the on-site pre-bid meeting and project walk-through held by the District to discuss the project and bidding process.
- b. Prior to award of the Project, the Contractor (Owner and job foreman) may be requested to attend a pre-award meeting with the District and water system customers in the construction area.
- c. Prior to beginning the construction, the Contractor shall attend a pre-construction meeting with the District, Engineer/Geologist.
- d. Progress meetings shall be held for the project and shall be scheduled as needed for the completion of the work.

END OF SECTION 01200

DIVISION 1 – GENERAL REQUIREMENTSSECTION 01300 - SUBMITTALS1. GENERAL

- a. Shop Drawing submittals are required for all items to be provided by the Contractor on this Contract. Submit three (3) copies of each submittal to:
- Lakewood Water District  
11900 Gravelly Lake Drive  
Lakewood, WA 98496-0729  
Attn: Max Freimund, District's Project Manager
- b. All submittals required by the Contract including construction schedules, shop drawings, samples, product data, etc. shall be submitted in the quantity indicated, and attached to a Contract Submittal Cover Sheet.
- c. Each submittal shall be consecutively numbered in the space provided. Assign new numbers to re-submittals, but reference the previous submittal numbers used.
- d. Complete all information required under the Contractor's Submittal Section of the form including number of copies, whether the submittal is a new submittal, re-submittal, or additional copies, the manufacturer and product number, and a description of the item.
- e. The Engineer/District's Project Manager will process the submittal and complete the Engineer's/District's Project Manager action part of the form.
- f. A separate submittal form shall be used for submittals required under each separate Division of the specifications.
- g. The Contractor shall sign the submittal indicating that is has satisfied the review and coordinating responsibilities of the Contract with respect to submission of shop drawings and submittals.
- h. The following number of copies of each type of submittal shall be submitted:

	<u>No. of Copies</u>
(1) Construction Schedule, submittal schedule	2
(2) Shop drawings	3
(3) Product data	3
(4) Samples/materials	2
(5) Applications for payments	2
(6) Affidavits of compliance	2
(7) Permits (Electrical, waste discharge, etc.)	2
(8) List of subcontractors	2
(9) Biweekly construction schedule	2
(10) Construction record drawings	2
(11) Operation and maintenance manuals	2
(12) Miscellaneous certificates, certificate of insurance, affidavits and submittals	2

SECTION 01300 - SUBMITTALS (CONTINUED)2. CONSTRUCTION SCHEDULE/SUBMITTAL SCHEDULE

- a. The Contractor shall submit, within fifteen (15) days after Notice to Proceed, a time scaled critical path method (CPM) network schedule diagram of the project for the entire construction period consisting of two (2) separate interrelated progress schedules involving a construction activity schedule and a submittal schedule.
- b. The Contractor is responsible for creating, updating, revising, and costs of all schedules and the execution of the plan described by the schedules.
- c. The initial schedules shall be submitted to the Engineer/District's Project Manager by the Contractor and reviewed by the Engineer/ District's Project Manager as appropriate for meeting the scheduling requirements of the contract prior to the Contractor submitting for or receiving any progress payments.
- d. The Construction Schedule shall:
  - (1) Be an "Activity on the Arrow" type CPM schedule clearly identifying the activity and time required for the activity.
  - (2) Be plotted to a calendar day based horizontal time scale.
  - (3) Clearly display the specific start and completion date of every activity in the schedule (basing the plotting of the CPM schedule on a time scaled calendar shown at the top of the schedule will fulfill this requirement), and the critical path of activities.
  - (4) Show a logical sequence of the Work to be accomplished.
  - (5) Show the order and interdependence of the Contractor's planned activities.
  - (6) Have all activities broken down such that no individual CPM activity element is of a duration greater than twenty (20) calendar days.
  - (7) Identify phases or major areas of construction of the CPM schedule by logically grouping activities and indicating phase of area in large print.
  - (8) Indicate any required actions of District or Engineer/Geologist affecting progress or completion date.
  - (9) Be updated by the Contractor at minimum monthly intervals and show actual as-built progress for all executed activities and show the scheduling of all future activities. Both the display of the as-built and scheduled future activities shall meet the scheduling requirements of the Contract.
  - (10) Clearly display the precedence of submittal schedule activities, i.e., the nodal point on the construction schedule by which a particular submittal - review - fabrication and delivery must be accomplished.

SECTION 01300 - SUBMITTALS (CONTINUED)

- e. The Submittal Schedule shall:
- (1) Be a schedule of all shop drawings, product data, certification submittals, all other submittals, and required permits.
  - (2) Be "an activity on the arrow" type schedule. The schedule is intended to be a bar chart rather than network type of diagram, however, any interdependence in the submittal schedule shall be clearly displayed by using network type diagramming.
  - (3) Be plotted to a calendar day based horizontal time scale.
  - (4) Clearly display all submittals required for the Project and the associated specification section.
  - (5) Clearly indicate on schedule:
    - (a) Submittal date.
    - (b) Time allotted for Engineer's/District's Project Manager review (fourteen (14) days minimum, the Engineer/District's Project Manager will indicate if time proposed is adequate for review. May require schedule revision by Contractor).
    - (c) Time required to fabricate and deliver to Site and the date and node from the construction schedule which is dependent upon the individual related submittal.
  - (6) Be updated at minimum monthly intervals and show actual as-built progress for all executed activities and show the scheduling of all future activities. The display of as-built and scheduled future activities shall meet the scheduling requirements of the contract.
- f. Monthly updates for the purpose of indicating progress of the Work shall consist of a vertical time line superimposed on the time scaled calendar based CPM schedules (both construction and submittal schedules which have been reviewed by and are still considered by the Engineer/District's Project Manager as appropriate for meeting the scheduling requirements of the contract) intersecting the calendar on the reporting date and passing somewhat vertically down through the schedule intersecting the individual Work activities under construction or consideration at the point representing percent of completion for each individual activity (i.e., Activity 50% complete, - bi-sect the arrow with the time line). Monthly updated schedules shall be submitted by the Contractor as a part of his monthly progress payment request submittal package.
- g. When in opinion of the District or the Contractor, the Contractor's Work progress is generally not conforming to the representations of the schedules to such a degree as to significantly reduce the effectiveness of the schedules as a management tool, the Contractor shall revise its schedules. The revised schedule shall show as-built progress for all executed activities and shall show the scheduling of the Engineer/ District's Project Manager by the Contractor and be reviewed by the Engineer/ District's Project Manager as appropriate for meeting the scheduling requirements of the contract prior to the Contractor submitting for or receiving any further progress payments.

SECTION 01300 - SUBMITTALS (CONTINUED)

- h. If allowed by the Town of Steilacoom and Lakewood Water District, and if Work actually in place falls behind the currently reviewed and updated Construction and Submittal Schedules, and it becomes apparent from the current schedules that Work will not be completed within the Contract Time, the Contractor agrees that it will, as necessary, take some or all of the following actions at no additional cost to the District to improve its progress:
  - (1) Increase the number of working hours per shift sufficiently to substantially eliminate, in the judgment of the District, the backlog of Work; and
  - (2) Reschedule activities to achieve maximum practical concurrency of accomplishment of activities.
- i. The Contractor shall include as part of its initial and monthly submittal of its Construction Schedule, the estimated amount of all monthly applications for Payment for the duration of the Contract. The estimate amount shall include the amount of retention specified and sales tax. The Contractor shall update the estimate at each monthly application for Payment.

3. LIST OF SUBCONTRACTORS

- a. Concurrently with the initial submittal of the Construction Schedule, the Contractor shall submit its List of Subcontractors and Suppliers. The list shall establish the items of work proposed to be accomplished by Subcontractors and Suppliers and shall give the name and address of each. Notice shall be given for any change in the Subcontractors or Suppliers made by the Contractor throughout the course of the work.

4. SHOP DRAWINGS AND PRODUCT DATA

- a. Shop drawings and product data shall be complete and legible. Shop drawings and product data shall include, as applicable, equipment outlines and dimensions, foundation requirements, piping and wiring diagrams and shall give complete information for installation, erection, maintenance and repair, and identification of parts for ordering replacements.
- b. All shop drawings and product data prepared by subcontractors or suppliers shall all be submitted and coordinated through the Contractor. Any shop drawing or product data submitted directly to the Engineer/District's Project Manager without being processed through the Contractor will be returned without review.
- c. Shop drawings and product data shall not be smaller than 8-1/2 inches by 11 inches and shall not be larger than 24 inches by 36 inches.
- d. Shop drawings and submittals shall contain the following information for all items when applicable:
  - 1. Shop or equipment drawings, dimensions, and weights.
  - 2. Catalog information.
  - 3. Manufacture's specifications.

SECTION 01300 - SUBMITTALS (CONTINUED)

4. Special handling instructions.
  5. Maintenance requirements.
  6. Wiring and Control diagrams.
  7. List on Contract exceptions.
- e. By approving and submitting shop drawings and samples, the Contractor warrants that they have determined and verified all field measurements, field construction criteria, materials, catalog numbers, and similar data, and have checked and coordinated each shop drawing with the requirements of the work on the contract documents.
  - f. The District will pay the costs and provide review services for a first and second review of each item. Additional reviews shall be paid by the Contractor by withholding the appropriate amounts from each payment estimate.
  - g. The Contractor is responsible for identifying the shop drawings and submittals required for this project. Items that are installed but have not been approved through the submittal process may be rejected and must be removed and replaced with an approved product.
  - h. Specific submittal requirements are listed in each section of these specifications. Contractor shall keep complete and up to date copy of all submittals and review responses at the job site readily available to the Engineer and District for inspection.
5. SAMPLES AND MATERIALS
    - a. Samples and materials shall be submitted as specified in such quantities or sizes as are determined reasonable by the Engineer.
    - b. Samples and materials shall be submitted and coordinated directly by the Contractor as for shop drawings and product data.
6. PROJECT INVOICES
    - a. The Contractor will provide the Geologist with a copy of each invoice prior to submittal to the owner. The Geologist will review the invoice for accuracy. The Contractor will allow sufficient time for this review such that the Owner's schedule of invoices can still be met. Prior to submission of the first invoice, the Geologist, Contractor, and Owner shall confer and agree on an invoice submittal protocol.
7. WELL SCREEN AND FITTINGS SPECIFICATIONS
    - a. Prior to ordering well screen and fittings, the Contractor will provide to the Geologist a copy of the screen manufacturer's technical specifications for approval.
8. WATER WELL REPORT
    - a. At the conclusion of the project, the Contractor will provide a copy of the Washington State Water Well Report as submitted to the Department of Ecology as required by 18.104.050 RCW.

SECTION 01300 - SUBMITTALS (CONTINUED)9. APPLICATION FOR PAYMENT

- a. Applications for Payment shall be according to the provisions of Articles 13 and 14 of Section 00700 General Conditions and submitted on the application forms, of which copies will be provided to the Contractor, with all such invoices and other documents justifying such applications.
- b. Applications for payment shall be submitted under the cover of a contract submittal cover sheet which shall also have attached, the monthly scheduling update, and updated cash flow schedule. The application for payment will not be processed until such time as the updated schedules are received. If such schedules are received after the deadline for recommendation to the District has passed, no recommendation for payment will be made.
- c. Application for payment must be made to the Engineer/Geologist and District's Project Manager by the first Friday of the month. Conflicts in the pay request between the Contractor and the Engineer/Geologist must be resolved prior to receipt of the District. Unresolved issues shall be documented by the Engineer/Geologist and signed by the Contractor for District's consideration without obligation for payment.

10. SUBSTITUTIONS

Any product or construction method that does not meet these specifications will be considered a substitution. Substitutions must be approved prior to their installation or use on this project.

## a. Prior to Bid Opening:

Before opening bids, the District may consider written requests from product suppliers or prime bidders for substitutions. All requests for substitution must be received by District a minimum of 5 working days prior to bid opening. Requests shall be accompanied by drawings and specifications in sufficient detail to allow the District to determine whether or not the substitute proposed is equal to that specified. All requests shall include a listing of any significant variations in material or methods from those specified. If there are no variations, a statement to that fact shall be included in the request for approval. The determination as to whether or not a proposed substitute is acceptable shall rest solely with the District. Approval of substitutions will be only by addendum. The Bidder shall include, in its Bid, all costs for any modifications required to adopt the substitute.

## b. After Contract Execution:

Within thirty (30) days after the date of the Contract, the District shall consider formal requests from the Contractor for a substitution of products in place of those specified. Submit two (2) copies of each request for a substitution. Data shall include the necessary change in construction methods, including a detailed description of the proposed method and related drawings illustrating the methods. An itemized comparison of each proposed substitution with product or method specified shall be provided.

In making a request for a substitution, the Contractor represents that it has investigated the proposed product or method and has determined that it is equal or superior to the product specified. The Contractor shall coordinate the installation of accepted substitutions into the Work, making changes that may be required for the Work to be completed. The Contractor waives all claims for additional costs related to substitutions.

END OF SECTION 01300

## DIVISION 1 – GENERAL REQUIREMENTS

### SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

#### 1. GENERAL

- a. The Contractor shall comply with such Laws which apply to the Work with respect to his operations and temporary controls of its operations. Temporary controls shall be provided by the Contractor as required by such local, State and Federal statutes, ordinances, laws and regulations and these Contract Documents. All costs for said temporary controls shall be included in the Contract prices and no additional compensation shall be made. Temporary controls shall be provided for the Contractor's operations including, but not limited to, noise, dust and debris, air pollution, water runoff, erosion and pollution, and rodents and pests.
- b. The Contractor shall be liable for the payment of all fines and penalties resulting from failure to comply with any Federal, State and local control regulations.

#### 2. NOISE CONTROL

- a. The Contractor shall take all reasonable measures for the suppression of noise resulting from work operations. Mobile engine driven cranes, loaders and similar material handling equipment; engines used in stationary service for standby power; and air compressors for high and low pressure service shall be equipped with exhaust and air intake silencers designed for the maximum degree of silencing. The type of silencer required is that for use in critical noise problem locations such as high density residential, hotel, and hospital areas.
- b. The Contractor shall also conduct Work consistent with such local noise control regulations as may be applicable.

#### 3. AIR POLLUTION

The Contractor shall comply with the regulations of the local air pollution control authorities or with the regulations of the Department of Ecology, whichever are more stringent. In performing Work on this Contract, the Contractor shall not cause or allow the discharge of particulate matter, or the emission of air contaminants or odor bearing gases in excess of the limits specified under any local or regional air pollution regulations which may be relevant. The Contractor shall maintain air quality within the national emission standards for hazardous air pollutants.

#### 4. DUST AND DEBRIS

The Contractor shall provide control measures to prevent dust and debris from contaminating the Site and neighborhood. All control measures shall be satisfactory to the District.

#### 5. WATER RUNOFF, EROSION, AND POLLUTION, HAZARDOUS WASTE AND SOLID WASTE DISPOSAL

- a. Temporary water pollution, runoff and erosion control Work shall consist of temporary control Work which may be shown on the plans or specified in these Contract Documents, be a permit requirement, or be a requirement of local, State or Federal statutes, ordinances, laws, and regulations. This Work is intended to provide prevention, control, and abatement of water pollution and erosion within the limits of the project and to prevent damage to the Work, adjacent property, streams and other bodies of water.



SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS (CONTINUED)

- b. The Contractor shall exercise all necessary precautions throughout the term of the Contract to prevent pollution, erosion, siltation, and damage to property; shall provide for the flow of all water courses, including streams, ditches, drains, and combined sewers, intercepted during the progress of the Work; and shall completely restore the same in a good condition as the Contractor found them, or shall make such final provisions for them as the District may direct. The Contractor shall not obstruct the gutter or ditch line of any street but shall use all proper measures to provide for the free passage of surface water. The Contractor shall make provisions to take care of all surplus water, mud, silt, slickings, or other run-offs pumped from excavations or resulting from sluicing or other operations.
- c. Avoid creating conditions conducive to pests and rodents. Comply with regulations governing the use of chemicals to control pests and rodents.
- d. Hazardous materials shall be defined by applicable laws and regulations. Undisclosed hazardous material contamination, if encountered will constitute a changed Site condition. The District may retain a separate contractor to dispose of undisclosed hazardous material encountered. Furnish containers for storage of spent chemicals used during construction operations. Dispose of chemicals and hazardous materials in accordance with applicable regulations.
- e. The Contractor shall supply solid waste transfer containers. Daily remove all debris such as spent air filters, oil cartridges, cans, bottles, combustibles, paper, cardboard, and litter. Take care to prevent trash from blowing onto adjacent property. Encourage personnel to use refuse containers. Convey contents to a sanitary landfill.
- f. Washing of concrete containers where waste water may reach adjacent property or natural water courses will not be permitted. Remove any excess concrete to the sanitary landfill.

6. TEMPORARY UTILITIES

- a. Sanitary facilities: Provide and maintain self-contained portable sanitary facilities for the Contractor's, Subcontractor's, Engineer's, and District's use. Facilities shall comply with applicable regulations and shall be serviced, cleaned, and disinfected weekly.
- b. Temporary Water and Power: Provide water and power if needed.
- c. Water for portions of construction shall be furnished by the District at no cost to the Contractor. The water for construction to be furnished by the District include the following uses:

- (1) Water for hydrostatic testing.

The Contractor is responsible for proper disposal of test and flush water. Chlorinated water shall not be flushed, drained or directed into the storm drains or ditch systems.

7. TEMPORARY CONSTRUCTION

- a. The Contractor is solely and exclusively responsible for the design, construction, and maintenance of all temporary construction including forms, falsework, shoring, scaffolding, stairs, ladders, and all other similar items.
- b. Construct adequate and safe forms and falsework, to rigidly support partially completed structures. Provide temporary bridges and decking to maintain vehicular and pedestrian

SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS (CONTINUED)

access. Design and construct temporary forms, falsework, bridges, and decking in accordance with applicable regulations and codes.

8. BARRICADES, FENCES, AND ENCLOSURES

- a. Provide temporary barricades, guard rails, ladders, stairs, guards, and barricades to protect persons in accordance with applicable regulations.

9. PROTECTION OF INSTALLED WORK

- a. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.
- b. Provide heavy planking to protect curbs, gutters, culverts, paving, existing buildings, on-site piping, fences, and similar surfaces from damage by heavy equipment or vehicles.

10. SECURITY

Provide security and facilities to protect the Work, and existing facilities, and District's operations from unauthorized entry, vandalism, or theft.

11. TRAFFIC REGULATION

- a. Conduct operations so as to offer the least possible obstruction and inconvenience to public traffic. Do not overload or damage paved or improved surfaces, sidewalks, curbs, or gutters.
- b. Provide temporary barricades, lights, flag persons, and other means to safely control pedestrian and vehicular traffic entering and leaving the project site and on the project site.
- c. Develop and follow a traffic control plan in accordance with the Manual on Uniform Traffic Control Devices. Submit traffic control plan to the District for review and comment by the City of Lakewood as a condition of the Right-of-Way permit.
- d. Contractor shall limit all interference with the daily operations of the Lakewood Fire Department. Contractor must maintain existing Fire Department access to station garage, office, and training facilities. Contractor shall not block access for Fire Department emergency vehicles including trucks, engines, paramedic units and command vehicles.

12. CONSTRUCTION STORAGE AREA

- a. The District's Headquarters storage yard is available to the Contractor for storage of project materials and equipment. The Contractor shall coordinate with the District the use of the designated area including delivery, protection and removal of materials. The Contractor will be responsible for all unloading and loading of materials to and from the yard.

SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS (CONTINUED)

- b. Store and service equipment at the designated Contractor's storage area where all oil wastes shall be collected in containers. Oil wastes shall not be allowed to flow onto the ground or into surface waters. Containers shall be required at the Site for the disposal of materials such as paint, paint thinners, solvents, motor oil, fuels, resins, and other environmentally deleterious substances. No dumping of surplus concrete or grout on the site will be permitted.

13. FIRE PREVENTION

Take steps to prevent fires including, but not limited to the following:

- a. Provide spark arrestors on all internal combustion engines.
- b. Store and handle flammable liquids in accordance with the Flammable and Combustible Liquids Code, NFPA 30.
- c. Provide fire extinguishers at hazardous locations or operations, such as welding.
- d. Provide "fire watch" personnel during all potentially hazardous activities and locations such as welding.

END OF SECTION 01500

DIVISION 1 – GENERAL REQUIREMENTSSECTION 01700 – CONTRACT CLOSEOUT1. GENERALa. FINAL CLEANUP

Prior to Final Inspection, clean the entire construction area and all other areas affected by the performance of Work under this Contract. Perform cleaning using personnel specializing in and skilled in cleaning and maintenance work. Perform repair Work using personnel skilled in executing the type of Work being repaired. Perform all Work to the highest trade standards applicable to that type of Work.

- i. Remove all temporary construction, signs, tools, equipment, excess material, and debris.
- ii. Remove all lumps, splatters, spots, and stains caused by paint, adhesive, asphalt, concrete, mortar, sealant, or other foreign material from exposed or finished surfaces. Remove all temporary labels.
- iii. Repair, patch, or replace new or existing Work including pavement, sidewalks, curbs, gutters, catch basins, gratings, manholes, covers, landscaping, plant materials, and other items that have been damaged, broken, crackled, or chipped as a result of performing this Work.
- iv. Sweep, clean and wash down all exterior pavement. Remove all hazardous material and material that may cause sediment in drainage systems prior to wash-down. Remove all grease and oil stains on pavement caused by Contractor's equipment.

b. CONTRACTOR'S ACTION LIST OF ITEMS TO BE CORRECTED AND/OR COMPLETED

During construction, the Contractor shall maintain an action list of items to be corrected and/or completed. The Contractor shall regularly add items and update the list as information becomes available or as requested by the Engineer/Geologist and/or District's Project Manager. The Contractor shall deliver a current copy of the list to the Engineer/Geologist and District's Project Manager at each progress meeting.

c. SEMI-FINAL INSPECTION/SUBSTANTIAL COMPLETION

- i. See General Conditions. When the Contractor considers the Work nearly complete, the Contractor shall review the Contract Documents, inspect the Work, and use the contractor's action list to prepare a Contractor's Punch List of all deficient or uncompleted items. The Contractor shall complete or correct items on the Punch List. When the Work is Substantially Complete in accordance with General Conditions, the contractor shall notify the Engineer/Geologist and District's Project Manager in writing that the Contractor has reviewed the Contract Documents, inspected the Work, and believes that the Work is Substantially Complete and ready for Semifinal Inspection.
- ii. See General Conditions. On receipt of the Contractor's Punch List and notice that the Work is ready for Semifinal Inspection, the Engineer/ Geologist and District's Project Manager will inspect the Work. The Engineer/Geologist and District's Project Manager may add additional items to the Contractor's Punch List, may find that the Work is not ready for inspection, is ready for inspection but not Substantially Complete, or that the Work is Substantially Complete. When the Engineer/Geologist and District's Project Manager finds the Work is Substantially Complete, he will prepare a Final Punch List and a notice of Substantially Complete, which will state the date of Substantial Completion and the time agreed to by the

SECTION 01700 – CONTRACT CLOSEOUT (CONTINUED)

District and the Contractor (not to exceed twenty (20) days) in which the Work shall be fully complete and ready for Final Inspection.

- d. **FINAL INSPECTION, FINAL COMPLETION, AND FINAL PAYMENT**
  - i. See General Conditions. When the Contractor has completed or corrected all the items on the Engineer's Final Punch List, the Contractor shall give the Engineer/Geologist and District's Project Manager written notice that the Work is ready for Final Inspection. When the Engineer/Geologist and District's Project Manager finds the Work acceptable and fully complete in accordance with the Contract Documents, and upon receipt of a final Application for Payment and all final submittals, the Engineer/Geologist and District's Project Manager will recommend that the District issue a Notice of Final Completion, make Final Payment, and Accept the Work stating that to the best of the Engineer's/Geologist and District's Project Manager knowledge, information, and belief, and on the basis of the Engineer's/Geologist and District's Project Manager observations and inspection, the Work has been fully completed in accordance with the terms and conditions of the Contract Documents.
  - ii. Final Submittals include:
    - (a) Operation and Maintenance Manuals and Parts Lists.
    - (b) Record Drawings.
    - (c) Extra Materials.
    - (d) Special Guarantees.
    - (e) Insurance Certificate showing required continuation of coverage beyond Final Payment. See General Conditions.
    - (f) Release of Liens. See General Conditions.
    - (g) Waiver of Claims by Contractor. See General Conditions.
    - (h) And any other submittals required by the Contract Documents and not previously received.
  - iii. The District will record the Notice of Final Completion at the County Records Office.
  - iv. The District will make Final Payment to the Contractor thirty-five (35) days after recording the Notice of Final Completion.
- e. **RECORD DRAWINGS**
  - i. The Contractor shall maintain on the Site, a complete set of Contract Documents and a complete file of all Addenda, Contract modifications, and Favorable Reviewed submittals. The Contractor shall prepare a set of Record Drawings concurrently with the construction of the Work and in accordance with the General Conditions and the following:
    - (a) Comply with detailed requirements in technical specification sections describing the type of information required on Record Drawings. The Contractor's copy of Contract Documents, Contract modifications, and Record Drawings shall be available to the Engineer/Geologist and District's Project Manager for weekly verification that the records are being currently updated.
  - ii. Submit Record Drawings and Water Well Report and obtain acceptance prior to completion.

SECTION 01700 – CONTRACT CLOSEOUT (CONTINUED)

- f. **EXTRA MATERIALS**  
Deliver specified extra materials and parts to District. Itemize all items on a transmittal letter in duplicate and obtain signature of receiving party. Submit copies of signed transmittals for all specified extra materials and parts prior to completion.

END OF SECTION 01700

# Appendix A

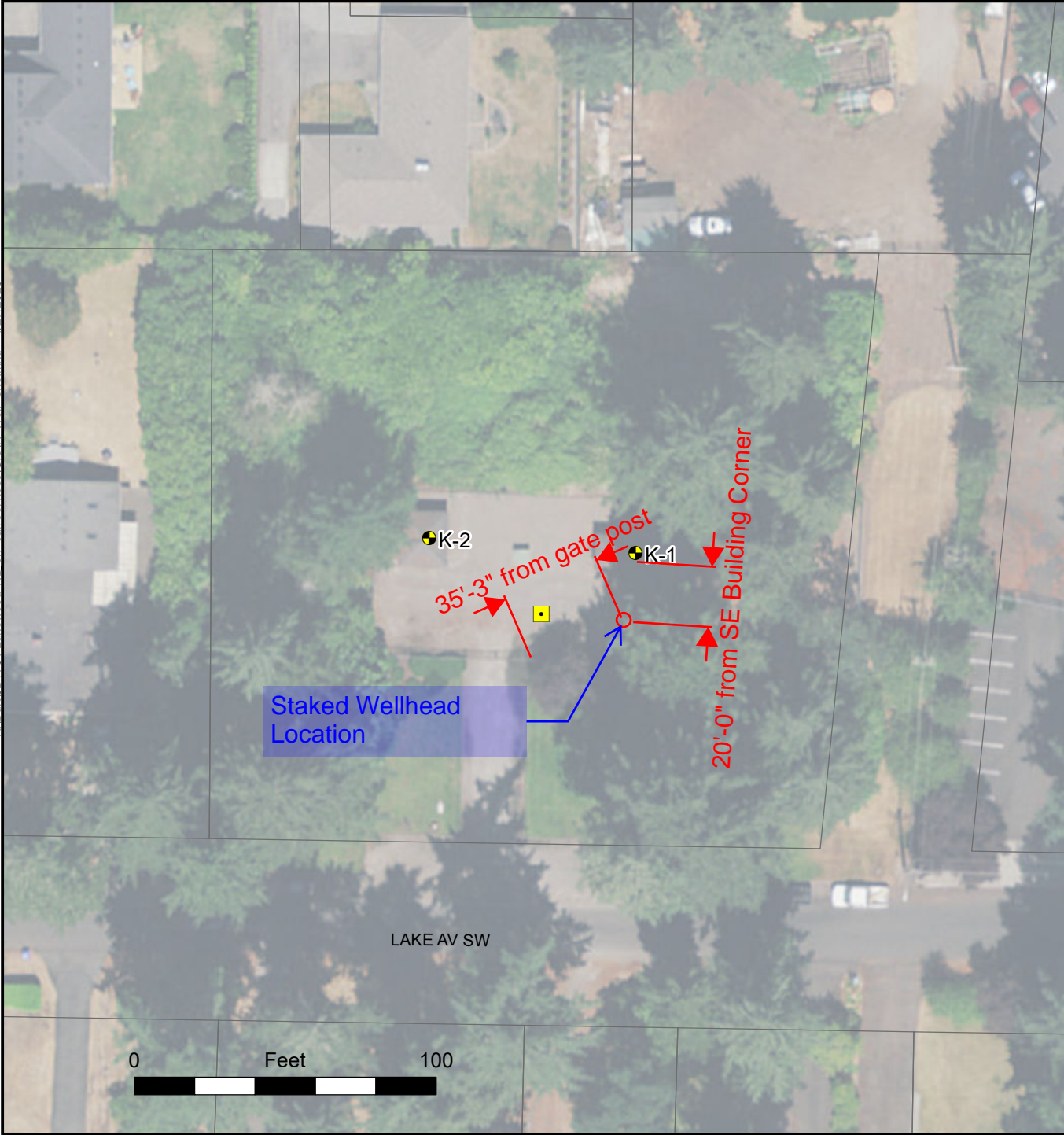
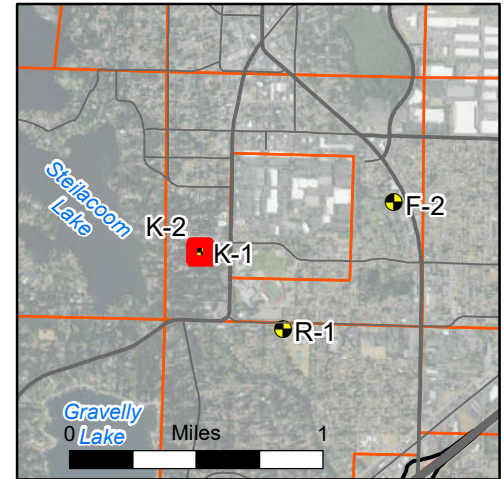






Figure 1  
K Wells Site Map

M M  
MOTT  
MACDONALD



-  District Production Wells
-  Proposed Well K-1R Location
-  Parcels
-  Sections

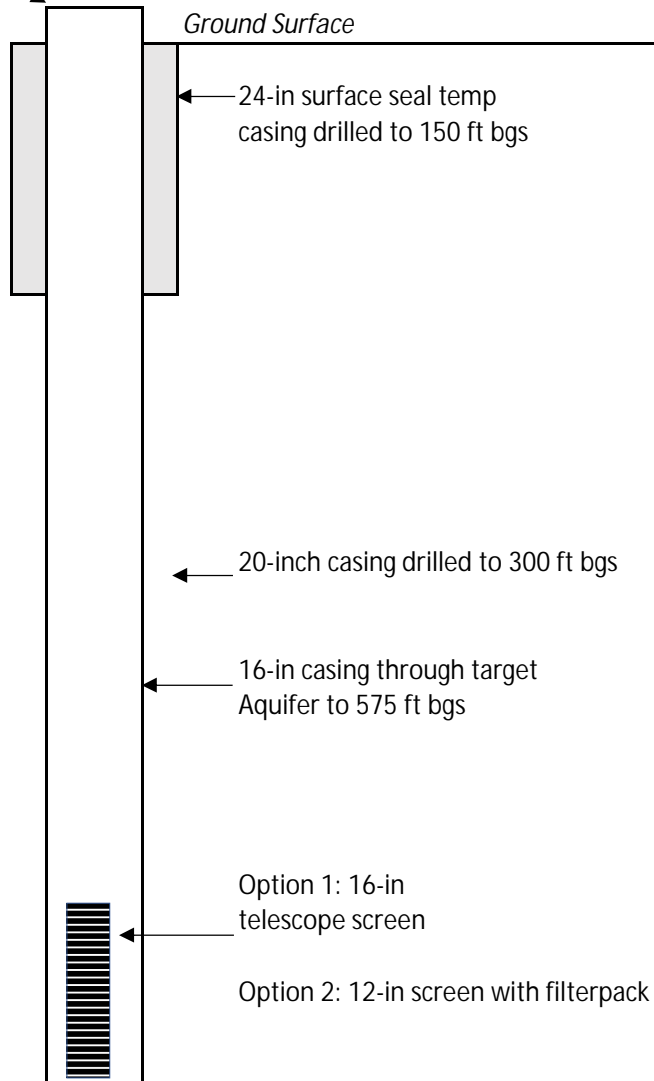




K-3

Lakewood WD Well ~~K-1R~~ Proposed design

Well cap  
as designated



Approximate		Unit	Description (from Geologic Log and As-Built well K-1, 1958)
ft asl	ft bgs		
	277	0	
	257	20	SAND and GRAVEL, with cobbles, zones of hardpan
	237	40	
	217	60	
	197	80	
	177	100	
	157	120	
	137	140	
	117	160	Blue, CLAY.
	97	180	
	77	200	Aq A3
	57	220	
	37	240	
	17	260	Blue, CLAY, Cemented Gravels, Hardpan.
	-3	280	
	-23	300	
	-43	320	
	-63	340	
	-83	360	Layer B
	-103	380	
	-123	400	
	-143	420	
	-163	440	
	-183	460	
	-203	480	Layer D?
	-223	500	
	-243	520	
	-263	540	SAND and GRAVEL with thin streaks of clay.
	-283	560	
	-303	580	
	-303	580	

Aquifer A1

Layer A2

Aq A3

Layer B

Layer D?

Aquifer E

# Appendix B

Superseded General Decision Number: WA20230072

State: Washington

Construction Type: Heavy  
including water and sewer line construction

County: Pierce County in Washington.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

ASBE0007-001 06/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Pipe and Duct Insulation).....	\$ 66.37	20.59

-----  
CARP0030-014 06/01/2021

	Rates	Fringes
CARPENTER (Including Formwork)...	\$ 49.18	19.01
MILLWRIGHT.....	\$ 50.68	19.01
PILEDRIVERMAN.....	\$ 49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$ .70/hour
Over 45 radius miles	\$1.50/hour

-----  
ELEC0076-005 08/31/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 57.08	24.92

-----  
ELEC0077-001 02/01/2023

	Rates	Fringes
Line Construction: LINEMEN.....	\$ 60.54	23.97+1.5%

-----  
ENGI0612-020 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 56.08	25.07
GROUP 1AA.....	\$ 56.89	25.07
GROUP 1AAA.....	\$ 57.70	25.07
GROUP 1.....	\$ 55.26	25.07
GROUP 2.....	\$ 54.55	25.07
GROUP 3.....	\$ 53.94	25.07
GROUP 4.....	\$ 50.50	25.07

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom  
(including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom  
(including jib with attachments); Tower crane over 175 ft in  
height, base to boom; Excavator/Trackhoe: Over 90 metric  
tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom  
(including jib with attachments); Crane-overhead, bridge  
type, 100 tons and over; Tower crane up to 175 ft in height  
base to boom; Loaders-overhead, 8 yards and over;  
excavator/Trackhoe: over 50 metric tons to 90 metric tons;  
Backhoe- 6 yards and over with attachments

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom  
(including jib with attachments); Crane-overhead, bridge  
type, 45 tons thru 99 tons; Derricks on building work;  
Excavator/Trackhoe: over 30 metric tons to 50 metric tons;  
Loader- overhead 6 yards to, but not including 8 yards;  
Dozer D-10; Screedman; Scrapers: 45 yards and over;  
Grader/Blade

GROUP 2 - Cranes, 20 tons thru 44 tons with  
attachments; Crane-overhead, bridge type-20 tons through 44  
tons; Drilling machine; Excavator/Trackhoe: 15 to 30 metric  
tons; Horizontal/directional drill operator;  
Loaders-overhead under 6 yards; Crane Oiler-100 Tons and  
Over; Scraper: under 45 tons; Backhoe- 3 yards and under;  
Mechanic; Piledriver; Boring Machine

GROUP 3 - Cranes-thru 19 tons with attachments; A-frame crane  
over 10 tons; Dozers-D-9 and under; Motor patrol  
grader-nonfinishing; Roller-Plant Mix; Crane Oiler under  
100 tons; Excavator/Trackhoe: under 15 metric tons; Service  
Oiler; Conveyors; Backhoe 75 hp and under; Forklift-3,000  
lbs. and over with attachments; Boom Truck over 10 tons

GROUP 4 - Cranes-A frame-10 tons and under; Roller-other than  
plant mix; Rigger/Bellman; Grade Checker; Drill Assistant;  
Forklift-under 3,000 lbs. with attachments: Boom Truck 10  
tons and under

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 50.90	32.57

-----  
LAB00252-011 06/01/2022

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,  
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.  
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective  
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the  
respective city hall

ZONE 3 - More than 45 radius miles from the respective city  
hall

LABORERS CLASSIFICATIONS

GROUP 2: Flagman

GROUP 3: General Laborer; Form Stripping; Sign  
Erector/Installer

GROUP 4: Pipe Layer; Handheld Drill; Jackhammer

GROUP 5: Mason Tender-Brick; Mason Tender-Cement/Concrete;  
High Scaler; Grade Checker

-----  
PAIN0005-008 07/01/2022

	Rates	Fringes
PAINTER (Brush, Roller and Spray).....	\$ 28.41	14.50

-----  
PLAS0528-004 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 52.10	20.27

-----  
PLUM0026-003 06/01/2023

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 54.47	30.90

-----  
TEAM0174-003 06/01/2019

Rates                      Fringes

Truck drivers:

ZONE A:		
GROUP 1:.....	\$ 40.38	20.46
GROUP 2:.....	\$ 39.54	20.46

ZONE B (25-45 miles from center of listed cities\*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities\*): Add \$1.00 per hour to Zone A rates.

\*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment.; Water Truck-3,000 gallons and over; Semi-Trailer Truck

GROUP 2 - Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Water Truck- less than 3,000 gallons

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

- LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.
- LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."
- LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

-----  
SUWA2009-063 08/07/2009

Rates                      Fringes

LABORER: Landscape & Irrigation.....	\$ 11.44 **	1.80
OPERATOR: Asphalt Plant.....	\$ 34.14	0.68
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 10.63 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 30.39	3.77
OPERATOR: Power Shovel.....	\$ 25.12	7.83
TRUCK DRIVER: Flatbed Truck.....	\$ 22.74	6.29

TRUCK DRIVER: Lowboy Truck.....\$ 22.89

5.72

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

-----  
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,



005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----  
**WAGE DETERMINATION APPEALS PROCESS**

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this

initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"