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Attachment A Washington State Prevailing Wage Rates Information for Public Works Contracts

Attachment B Payment, Performance, and Retainage Bond Forms

Attachment C Public Works Agreement

END OF SECTION

ADVERTISEMENT FOR BIDS

Bellevue Convention Center Authority (BCCA)
Meydenbauer Center – Center Hall Remodel
Date of Bid Opening February 6, 2026

NOTICE TO CONTRACTORS:

Bid Submittal: Sealed bids will be received for the above-referenced project by the Bellevue Convention Center Authority, 11100 Northeast 6th Street, 3rd Floor Administration Office, Bellevue, Washington 98004 or an electronic email submission to swaltemire@meydenbauer.com will be accepted. If submitting via email, submit with a read receipt electronically encrypted with an access code provided.

The Bid Form must be received by the BCCA at the location noted above no later than 3:00 p.m., Pacific Time, on **February 6, 2026**. Bids will then be publicly opened and read aloud. Bids received after the date and hour stated above will not be accepted or considered.

Project Description: The BCCA is seeking a contractor to remodel Meydenbauer Center's Center Hall as outlined in the specifications herein.

Architect's Estimate: The estimate for this project is \$3,000,000.

Pre-Bid Meeting: A mandatory Pre-Bid Meeting and site walk-through will be held on **January 12 from 10:30am to 12pm or January 21 from 2:30pm to 4pm**, at the Level 3 Administrative Offices. This will be the only opportunity for bidders to visit the Project site. Process and timelines associated with questions related to bid documents and subsequent issuance of addendums will be discussed.

Apprentice Utilization Requirement: 15% of all labor hours on this project are required to be performed by registered apprentices. An Apprentice Utilization Plan must be submitted as part of the Bid Form. A \$2,500 per-apprentice-utilized incentive payment is included. A \$1,500 per-percentage-hour-not-achieved disincentive charge is also included. See General Conditions for more details.

Bid Documents: Bidders may obtain or access plans, specifications, and addenda for this project through the following sources:

1) **Obtain Bid Documents:** Bidders may request the Bid Documents by one of the following methods.

- **Pick-up:** Documents may be picked up at Bellevue Convention Center Authority, 11100 Northeast 6th Street, Bellevue, Washington, 98004.
- **E-mail:** E-mail request to: Sara Waltemire, Chief Operating Officer at swaltemire@meydenbauer.com
- **Website:** Documents may be downloaded online at <https://www.meydenbauer.com/about-us/vendor-opportunities/>

2) **View Bid Documents:**

- **Bellevue Convention Center Authority Office:** An informational copy of the Bid Documents (Plans and Specifications) are on file for inspection at the office of the

Bellevue Convention Center Authority located at 11100 Northeast 6th Street, Bellevue, Washington, 98004.

- Website: Documents may be viewed and downloaded online at <https://www.meydenbauer.com/about-us/vendor-opportunities/>

Questions: Questions about this project must be issued in writing and should be directed to the following individual. Responses to questions, subject to Owner's discretion, will be in writing and issued in the form of an addendum to all plan holders.

Contact Person: Sara Waltemire
Title: Chief Operating Officer
Phone Number: (425) 450-3743
E-mail Address: swaltemire@meydenbauer.com

AND

Contact Person: Sonja Miranda
Title: Principal. Interior Design
Phone Number: (206) 682-3460
E-mail Address: smiranda@lmnarchitects.com

At its sole discretion, BCCA reserves the right to reject any or all bids, and to waive as an informality any immaterial irregularities in the bids received.

Sara Waltemire
Chief Operating Officer
Bellevue Convention Center Authority

Date(s) of Publication: January 5, 2026

END OF SECTION

Section 00 21 00
INSTRUCTIONS TO BIDDERS

1. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

A. **Examination of Site and Requirements:** Bidder acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, that it has carefully examined the Bid Documents and the work site, and that it has investigated and satisfied itself as to all general and local conditions, and with all applicable Federal, State, King County, and City of Bellevue laws, ordinances, rules, and regulations that may in any manner affect the performance of the Work or its cost.

Site review shall be limited to attendance of the mandatory site walk. Compliance with all provisions of Contract Documents is assumed and required in absence of written exception. If written exception is acceptable to Owner and Architect, an Addendum to the specifications will be issued and authorized. Owner will not pay for change to building structure, structural supports, mechanical, electrical, or other systems required to accommodate Contractor's equipment if not identified before Contract award and authorized as stipulated above.

B. **Pre-Bid Meeting:** The Project site is available for inspection for prospective bidders at a mandatory Pre-Bid Meeting and walk-through, as indicated in the Advertisement for Bids, and existing conditions should be examined. This will be the only opportunity for bidders to visit the project site. Bids will not be accepted from bidders that did not attend.

C. **Surface and Subsurface Conditions:** Bidder acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of the Bid Documents. Bidder also represents that it has studied all latent physical conditions referred to in the Bid Documents, made such additional surveys as it deems necessary for the performance of the Work at the Total Bid amount, in accordance with the requirements of the Bid Documents.

D. **Conditions at the Project Site:** Bidder acknowledges that adjoining areas will be conducting normal operations during the work. Bidder should anticipate the requirement that the Work be coordinated with ongoing operations.

E. **Bidder Acknowledgement:** Bidder acknowledges that its bid is based upon a schedule and assumptions which incorporate these conditions.

F. **Questions and Addenda:** Owner assumes no responsibility for any conclusions or interpretations made by Bidder based on the information made available by Owner. Should a Bidder find conflicts, errors, discrepancies, or omissions in the Drawings or Specifications, or should Bidder be in doubt as to their meaning or interpretation, Bidder shall at once notify the Owner in writing. At the Owner's discretion, questions received less than five (5) calendar days before the bid submission deadline may not be answered. If appropriate, Owner will send explanations, interpretations, or modifications to all bidders by written addenda. Oral explanations and interpretations by the Owner shall not be binding. All addenda issued shall be incorporated into the Contract Documents.

2. BID DOCUMENTS:

Bidders may obtain or access plans, specifications, and addenda for this project through the following sources:

A. Obtain Bid Documents: Bidders may request the Bid Documents by one of the following methods:

- Pick-up: Documents may be picked up at Bellevue Convention Center Authority, 11100 Northeast 6th Street, Bellevue, Washington, 98004.
- E-mail: Sara Waltemire, Chief Operating Officer, at swaltemire@meydenbauer.com
- Website: Documents may be downloaded online at <https://www.meydenbauer.com/about-us/vendor-opportunities/>

B. View Bid Documents:

- Bellevue Convention Center Authority Office: An informational copy of the Bid Documents (Plans and Specifications) are on file for inspection at the office of the Bellevue Convention Center Authority located at 11100 Northeast 6th Street, Bellevue, Washington, 98004.
- Website: Documents may be viewed and downloaded online at <https://www.meydenbauer.com/about-us/vendor-opportunities/>

3. PREPARATION OF BIDS

Bidder shall comply with the following instructions in preparing its bid to be responsive.

- Complete Bid Form: The name, address, Washington State Contractor's registration number of Bidder, and other information required shall be typed or printed on the Bid Form in the spaces provided. The Bidder's business name must match the name on the bid guaranty.
- Use Bid Form: Bidders must submit bids on the Bid Form (or photocopy of the Bid Form) provided by the Owner.
- Fill in Blanks: All blank spaces on the Bid Form must be filled in by the Bidder. Bidder must submit a bid amount for any Alternates, Additives, Deductives, unit prices, and other prices indicated on the Bid Form. When bidding on items for which there is no charge, Bidder shall write the words "No Charge," "zero," or "0.00" in the space provided on the Bid Form. If a Bidder fails to submit a bid price for any item, notes "no bid" or similar language for any item or does not fill in all blank spaces on the Bid Form, the bid may be rejected as non-responsive.
- Sign Bid Form: The Bidder shall manually sign the Bid Form in ink by an authorized representative of the Bidder.
- Initial Corrections: Any correction to entries made on the Bid Form shall be initiated by an authorized representative of the Bidder.
- Subcontractors List: As required under RCW 39.30.060 on projects estimated to cost \$1 million or more, the Owner has included a Bidder's Subcontractors List as part of the Bid, Bidders shall complete the Subcontractors List, indicating 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, structural steel or rebar installation or to name itself for the Work.

The Subcontractors List must be submitted in a sealed envelope (1) addressed to the office specified in the Advertisement for Bids and (2) showing the name of the project, the name and address of Bidder, and marked as "Bidder's Subcontractors List."

1. **WITHIN ONE HOUR OF BID SUBMITTAL TIME:** Alternatively to submission with the Bid, a Bidder may provide names of the Subcontractors with whom the Bidder will subcontract for

performance of heating, ventilation and air conditioning (HVAC), plumbing, and electrical the Subcontractor List Form.

2. **WITHIN 48 HOURS OF BID SUBMITTAL TIME:** As allowed by statute, a Bidder may elect to also provide names of the Subcontractors with whom the Bidder will subcontract for structural steel installation and rebar installation on Subcontractor List separately.

3. The Bidder can name itself for the performance of the work. Bidders who name themselves to perform the work are expected to perform the work and BCCA reserves the right to reject substitution of the bidder with a subcontractor unless the bidder demonstrates a change in circumstances from the time of bid submission that is outside of the control of the bidder.

4. Substitution of a listed subcontractor (at any tier) before or after the award of the prime contract is prohibited except for the following reasons:

- a. Refusal of the listed subcontractor to sign a contract with the prime contractor,
- b. Bankruptcy or insolvency of the listed subcontractor,
- c. Inability of the listed subcontractor to perform the requirements of the proposed contract or the project,
- d. Inability of the listed subcontractor to obtain the necessary license, bonding, insurance, or other statutory requirements to perform the work detailed in the contract,
- e. Refusal or inability to provide a letter of bondability from a surety company, or
- f. The listed subcontractor is barred from participating in the project as a result of a court order.

5. 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.

6. Failure of the Bidder to submit within the specified times with the NAMES of such Subcontractors or to name itself to perform such work shall render the Bidder's bid nonresponsive.

7. The Subcontractor List is intended to discourage bid shopping, not to verify subcontractor qualifications. BCCA will not use the Subcontractor List as a tool to disqualify or qualify bidders.

G. **Apprentice Utilization Plan.** In accordance with RCW 39.04.320(1)(a)(ii), as of July 1, 2024 for all public works estimated to cost two million dollars or more, the State of Washington requires no less than 15% of the labor hours be performed by Apprentices, unless otherwise modified by the Owner. "Labor hours" does not include hours worked by foremen, superintendents, owners, and workers who are not subject to prevailing wage requirements.

A contractor or subcontractor may not be required to exceed the 15% requirement.

The Owner has included in the Bid Form an Apprentice Utilization Plan (Plan) demonstrating how and when the Contractor and all subcontractors intend to achieve the Apprenticeship Utilization Requirement. The Contractor shall complete the Apprentice Utilization Plan template included in

the Bid Form and submit it as part of their Bid. The Plan shall show the minimum required percentage of apprentice labor hours compared to the total labor hours, as further described below.

1. Incentives. The Contractor who meets or exceeds this utilization requirement on eligible contracts, will be awarded a monetary incentive described in the Apprentice Utilization Requirements of the General Conditions.

2. Penalties. The Contractor who fails to meet the utilization requirement and fails to demonstrate a Good Faith Effort, as outlined below, is subject to penalties described in the Apprentice Utilization Requirements section of the General Conditions. Contractor will receive an invoice for any penalties assessed, payable to the Owner within 30 days. The contractor will have 30 days to pay the penalty invoice at the time of receipt before the penalty is considered outstanding. Contractors with outstanding apprenticeship penalties may be considered non-responsive on future projects.

3. Cost Value. The expected cost value associated with meeting the goal, and utilizing Apprentices, is to be included in the Base Bid and shown on the line indicated on the Bid Form.

4. Utilization Plan. The Apprentice Utilization Plan shall have enough information to track the Contractor's progress in meeting the utilization requirement. The project's apprenticeship utilization rate is calculated using the approved affidavits from the L&I portal. Please note that subcontractors at every tier are included in the calculation of labor hours. Labor Hours do not include hours performed by non-hourly employees (employers, salaried, etc.) unless they are performing hourly Work under a prevailed wage classification and submit certified payroll reflecting those hours. Not every subcontractor is required to provide 15% of their labor hours by registered apprentices. The calculation is on the whole project. The Contractor shall submit the Plan on the Apprentice Utilization Plan template with the Bid and an update prior to submitting the first invoice.

The Contractor shall provide an updated Plan prior to submitting the Contractor's first invoice, and during the course of construction when there are any significant changes to the Plan which may affect their ability to meet the requirement.

It is expected that the Contractor will actively seek out opportunities to meet the Apprentice Utilization Requirement during construction even if the Plan indicates a shortfall in meeting the requirement.

If the Plan indicates that the Contractor, together with all subcontractors, will not attain the Apprentice Utilization Requirement, then Contractor must submit documentation of its "Good Faith Effort" (GFE), a Change Order Proposal and Apprentice Utilization Percentage Adjustment request. See Part 10.12 of the General Conditions for more details.

5. Good Faith Effort (GFE)

(a) Good Faith Effort (GFE) documentation shall describe in detail why the Contractor is not able to attain the Apprentice Utilization Requirement, itemize the Contractor's specific efforts to utilize apprentices and set forth responses received to such efforts.

1. Contractors may submit Good Faith Effort (GFE) documentation at any time during the construction.
2. All GFE documentation and Change Order Proposals and Apprentice Utilization Percentage requests must be submitted no later than 30 days before substantial completion.

H. Acknowledge Addenda: Bidders shall acknowledge receipt of all addenda by identifying the addendum number in the space provided on the Bid Form.

4. BID PRICES

A. Filing Fees: Applicable state laws concerning prevailing wages, hours, workers' compensation and other conditions of employment are called to the attention of Bidders for their compliance. Bidder shall include in the bid any filing fees required to comply with applicable labor laws.

B. Sales Tax: The bid shall include all taxes imposed by law except Washington State Sales Tax. Sales tax shall not be included in the bid price, except as noted below:

1. Retail sales tax upon sales and rentals to prime contractors and subcontractors of tools, equipment, and material primarily for use by the Contractor rather than for resale as a component part of the finished structure, shall be included in the bid price. A proportionate amount of State sales tax will be added to each progress payment, collected from Owner, and paid to the State by Contractor.

C. Insurance and Bonds: Bidder shall include in its bid the cost of all insurance and bond costs required by the Contract Documents to complete the base bid Work and all additives and alternates.

5. SPECIFIED PRODUCTS

A. Bid Products Identified: Bids must be based upon use of items named in the specifications, or approved equals or substitutions. In certain cases, specific items have been named because of operational or maintenance considerations; approval of equals or substitutions should not be assumed.

B. Substitution Requests: Requests for approval of equals or substitutions must be made in writing and received by the Owner at least 10 days prior to the bid submission deadline. Said request must include complete descriptions, technical data, and performance records. Any approval of the proposed equal or substitution will be made by addendum issued to all Bidders.

6. BID GUARANTY

A. When the sum of the base bid plus all additive alternates is greater than \$35,000.00, a bid guarantee in the amount of 5% of the base bid amount is required. Failure of the Bidder to provide bid guarantee when required shall render the bid non-responsive.

B. Acceptable forms of bid guarantee are A bid bond or postal money order, or certified check or cashier's check made payable to Meydenbauer Center

If any of the 3 lowest responsive bidders has indicated a cashier's check as their form of bid security, they will be contacted by BCCA with instructions on how to submit the original/valid cashier's check within 48 hours of being notified. BCCA will return bid guarantees (certified check or cashier's check) to unsuccessful Bidders as soon as practicable, but not sooner than the execution of a contract with the successful Bidder. The successful Bidder's bid guarantee will be returned to the successful Bidder with its official notice to proceed with the work of the contract.

C. The Bidder will allow 60 days from bid opening date for acceptance of its bid by the Owner. The Bidder will return to the Owner a signed contract, insurance certificate and bond or bond waiver within 15 days after receipt of the contract. If the apparent successful Bidder fails to sign all contractual documents or

provide the bond and insurance as required or return the documents within 15 days after receipt of the contract, the Owner may terminate the award of the contract.

D. In the event a Bidder discovers an error in its bid following the bid opening, the Bidder may request to withdraw its bid under the following conditions: 1. The Bidder must submit written notification of the withdrawal to the Owner within 24 hours following the bid opening. 2. The Bidder provides written documentation of the claimed error to the satisfaction of the Owner within 72 hours following the bid opening. 3. The Owner will approve or disapprove the request for withdrawal of the bid in writing. If the Bidder's request for withdrawal of its bid is approved, the Bidder will be released from further obligation to the Owner without penalty. If it is disapproved, the Owner may retain the Bidder's bid guarantee.

7. SUBMISSION OF BIDS

- A. Bid Submittal Checklist:
 - 1. Bid Form 00 41 00 Bid
 - 2. Bid Form 00 41 01 Bidder's Subcontractor List
 - 3. Bid Form 00 41 02 Apprentice Utilization Plan
 - 4. Bid Form 00 41 03 Supplemental Bidder Criteria Contractor Experience Detail Form
- B. Bid Receipt Deadline: Bidders must submit their bids on the Bid Form included with the Bid Documents prior to the deadline established in the Advertisement for Bids. Any bid received after the bid submission deadline will not be accepted or considered and will be returned unopened. Bids received prior to the bid submission deadline will be publicly opened and read aloud shortly after the deadline.
- C. Sealed Bid Envelope: Bids and bid modifications must be submitted in (1) sealed envelopes or packages addressed to the office specified in the Advertisement for Bids or via email with read receipt enabled and electronically encrypted with an access code provided. and (2) showing the name of the project, bid opening date and time, and the name and address of Bidder.
- D. Evidence of Bid Receipt: The only acceptable evidence to establish the time of receipt of a bid at the office designated in the Advertisement for Bids is the time/date stamped or printed by Owner on the bid envelope or other documentary evidence of receipt maintained by Owner.
- E. Prohibited Forms of Bids: Receipt of bids and bid modifications by facsimile, telephone, or orally will not be considered.
- F. Withdrawal of Bid: After submitting a bid to the Owner, a Bidder may withdraw its bid if the Owner receives a request from a Bidder to withdraw the bid prior to the bid submission deadline. Any request to withdraw a bid which is received after the bid submission deadline will not be considered.
- G. Modification of Bid: After a Bidder has withdrawn its bid as described in the paragraph above, a Bidder may revise its bid if the Owner receives the revised bid on the required Bid Form prior to the bid submission deadline in a properly marked and sealed envelope. Any bid modification which is received after the bid submission deadline will not be considered.
- H. Modification of Bidder's Subcontractors List: After submitting the Bidder's Subcontractors List to the Owner, a Bidder may revise its Subcontractors List only if the Owner receives the revised Bidder's Subcontractors List on the required form prior to the submission deadline for the Bidder's Subcontractors List, and the revised Bidder's Subcontractors List shall be submitted in a properly marked and sealed enveloped prior to the submission deadline for the Subcontractors List. Any modification to the Bidder's Subcontractors List which is received after the submission deadline for the Bidder's Subcontractors List will not be considered.

1. Substitution of a listed subcontractor in furtherance of bid shopping or bid peddling before or after the award of the prime contract is prohibited and the originally listed subcontractor is entitled to recover monetary damages from the prime contract bidder who executed a contract with the public entity and the substituted subcontractor but not from the public entity inviting the bid. It is the original subcontractor's burden to prove by a preponderance of the evidence that bid shopping or bid peddling occurred. Substitution of a listed subcontractor may be made by the prime contractor for the following reasons:
 - a. Refusal of the listed subcontractor to sign a contract with the prime contractor;
 - b. Bankruptcy or insolvency of the listed subcontractor;
 - c. Inability of the listed subcontractor to perform the requirements of the proposed contract or the project;
 - d. Inability of the listed subcontractor to obtain the necessary bonding, insurance, or other statutory requirements to perform the work detailed in the contract;
 - e. Refusal or inability to provide a letter of bondability from a surety company; or
 - f. The listed subcontractor is barred from participating in the project as a result of a court order or summary judgment.

8. CLAIM OF ERROR

- A. Submission of Claim of Error: A Bidder who wishes to claim error after the bids have been opened shall submit a signed statement, accompanied by original work sheets used in the preparation of the bid, requesting relief from the responsibilities of award. The statement shall describe the specific error(s) and certify that the work sheets are the originals used in the preparation of the Bid. The statement and original work sheets shall be submitted in person or by courier to:

Bellevue Convention Center Authority
11100 Northeast 6th Street
Bellevue, Washington 98004

by 5:00 p.m. on the Business Day after the bid submission deadline or the claim will not be considered. The Owner reserves the right to extend this deadline at its discretion.

- B. Review by Owner: The Owner will review the certified work sheets to determine the validity of the claimed error. If the Owner concurs in the claim of error, the Bidder will be relieved of responsibility, the bid will be withdrawn from the bid pool, and the bid guaranty of the Bidder in the form of a cashier's check or certified check will be returned. Thereafter, at the discretion of the Owner, all bids may be rejected or award made to the next lowest responsible Bidder who submitted a responsive bid. A low Bidder on a public works project who claims error and fails to enter into a contract is prohibited from bidding on the same project if the project is re-bid.

9. BID EVALUATION

- A. Non-Responsive Bids: Bids which are incomplete, conditioned or qualified in any way, contain erasures or alterations, include alternate bids or other items not called for on the Bid Form and in the Bid Documents, are not in conformity with the law or with these Instructions, contain a statement by the Bidder reserving the right to accept or reject an award or to enter into the contract, or include any other irregularity shall be rejected as nonresponsive if the irregularity is material and may be rejected as nonresponsive if the irregularity is not material. Only the amounts and information asked for on the Bid Form furnished will be considered as the bid. Failure to submit either the Bid Form or Subcontractors List (if applicable) within the allotted times as described in the Advertisement for Bids, Section 00 11 00, shall render the entire bid nonresponsive.

- B. Multiple Bids: If more than one bid is submitted by a Bidder, or by any person or persons representing the Bidder, all such bids shall be rejected as non-responsive. A party who has submitted subcontract or supply prices to a Bidder may submit prices to other Bidders, and may submit a direct and complete bid for the project to the Owner on its own behalf.
- C. Tied Bids: After bids have been opened, if two or more of the lowest responsive bids have Total Bid amounts that are exactly equal, then the following drawing process will be used to break the tied bids and determine the successful Bidder. Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "Unsuccessful." The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for award of the contract. Only those Bidders who submitted a Total Bid amount that is exactly equal to the lowest responsive Bid are eligible to draw.
- D. Waiving Irregularities: Owner reserves the right to reject any or all bids, and to waive as an informality any immaterial irregularities in the bids received.
- E. Award of Additives, Alternates, Deductives: The low bid shall be determined by the sum of the Base Bid (the summation of bid item price extensions, corrected where necessary), plus any combination of Additives, Alternatives, and/or Deductives that the Owner decides, in its sole discretion, to include in the contract award. Additives, Alternates, and/or Deductives may be selected in any order that the Owner determines to be most advantageous and is not to be construed as discriminatory. The numbering of the Additives, Alternates, and/or Deductives on the Bid Form bears no relationship to the order in which they may be selected by the Owner. The summation of extensions corrected where necessary, and including any applicable Additives, Alternatives, Deductives, and sales taxes, will be used to fix the awarded contract price and the amount of the payment and performance bonds.
- F. Bid Evaluation Documentation and Meeting: In order to verify that the Bidder has adequately incorporated all elements of the Work and the requirements of the Contract Documents in its bid prices, the Bidder shall, upon request of the Owner, promptly make available for the Owner's review a complete itemization and breakdown of its Total Bid amount, a description of the Bidder's understanding of the Work, and a proposed schedule. Prior to award, upon request of the Owner, the Bidder should provide a Schedule of Values to assist the Owner in evaluating the bid and the Bidder's understanding of the Project. If in the review of the Schedule of Values, any value is 20% above the architect's estimate, documentation substantiating the values may be required. In the event the Bidder refuses to provide the requested information, the Owner may reject the bid as non-responsive.

A. **BID PROTESTS**

- A. Bidders may submit a bid protest to swaltemire@meydenbauer.com within 2 business days of the Bid Opening, or within 2 business days after BCCA provided electronic copies of bid submissions received to those Bidders that timely requested copies of bids received, if later.
- B. To be considered timely for purposes of this solicitation, a request for electronic copies of bid submissions received must be made within 2 business days after the bid opening.

BCCA will not acknowledge or accept any bid protest received more than 2 business days after the time set out in (A) above.

BCCA will not accept bid protests from non-bidders.

C. BCCA will review any bid protest received and shall maintain sole discretion on the merits of and resolution of any bid protest.

D. BCCA will provide written notice to protesting bidders of an intent to enter upon a Public Works Contract with anyone other than the protesting bidder as follows:

1. Not less than 2 business days following the Bid Opening, if no bidders requests electronic copies of bid submissions received, or
2. Not less than 2 business days following the date on which BCCA provided electronic copies of the bid submissions received to those bidders requesting electronic copies of bids received.

B. Reciprocal Bid Preference: In accordance with RCW 39.04.380, for a public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a Comparable Percentage Disadvantage (CPD) will be applied to the bid of that nonresident contractor. The CPD is the percent advantage provided by the nonresident contractor's home state. For the purpose of determining the successful Bidder, Owner will multiply the nonresident contractor bid amount by the CPD. The "bid amount" shall be the total of the Base Bid and all accepted Alternate, Additive, and Deductive bid items. The CPD shall be added to the nonresident contractor bid amount to establish the Nonresident Disadvantage Total. The Nonresident Disadvantage Total shall be compared to the Washington State contractor bid amounts, and other nonresident contractors whose states do not provide in-state percentage bidding preferences. The Bidder with the lowest total shall be the successful Bidder. See example below:

Alaska Nonresident Contractor Bid Amount	\$100,000
<u>Multiplied by the Alaska</u>	<u>x 0.05</u>
<u>CPD</u>	
Alaska CPD Total	\$ 5,000
Alaska Nonresident Contractor Bid Amount	\$100,000
<u>Alaska CPD</u>	<u>+</u>
<u>Total</u>	<u>5,000</u>
Nonresident Disadvantage Total	\$105,000

When Nonresident Disadvantage Total is Low: If the Nonresident Disadvantage Total is lower than all other Washington contractor bid amounts, and other nonresident contractors whose states do not provide in-state percentage bidding preferences, the Alaska nonresident contractor is the low bidder and will be awarded a contract for the bid amount of \$100,000, provided that they are determined to be a responsible bidder with a responsive bid.

When Nonresident Disadvantage Total is High: If the Nonresident Disadvantage Total is higher than a Washington contractor bid amount, or other nonresident contractors whose states do not provide in-state percentage bidding preferences, the lowest bidder will be awarded a contract for the bid amount, provided that they are determined to be a responsible bidder with a responsive bid.

Definition of Nonresident Contractors: A nonresident contractor from a state that provides a percentage bid preference means a contractor that:

- a) Is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts.

b) At the time of bidding on a public works project, does not have a physical office located in Washington. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed.

10. LOWEST RESPONSIBLE BIDDER

A. **Mandatory Bidder Responsibility Criteria:** It is the intent of Owner to award a contract to the low responsible bidder. Before award, the Bidder must meet the following bidder responsibility criteria, as outlined in RCW 39.04.350, to be considered a responsible bidder. The Bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder must:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW [39.04.320](#), not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter [49.04](#) RCW for the one-year period immediately preceding the date of the bid solicitation.
6. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter [39.12](#) RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department.
7. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW [49.48.082](#), any provision of chapter [49.46](#), 49.48, or [49.52](#) RCW. The Bidder shall sign a statement attesting to any violations.

B. **Supplemental Bidder Responsibility Criteria:** In addition to the mandatory Bidder responsibility, the Owner may adopt relevant supplemental criteria for determining Bidder responsibility applicable to a particular project which the Bidder must meet (RCW 39.04.350 (3)). If applicable, the Owner shall consider an overall accounting of the attached supplemental criteria for determining Bidder responsibility “**DIVISION 00 SUPPLEMENTAL RESPONSIBILITY CRITERIA**”. At least seven (7) days prior to the bid submittal deadline, a potential Bidder may request that the Owner modify the supplemental responsibility criteria. The Owner will evaluate the information submitted by the potential Bidder and respond before the bid submittal deadline through addenda the evaluation results in a change of the criteria, the Owner will issue an addendum to the bidding documents identifying the new criteria. The addendum will be posted as a public notice. Upon Owner's request, the apparent low Bidder must supply the requested responsibility information within two (2) business days of request by Owner. Withholding information or failure to submit all the information requested within the time provided may render the bid non-responsive. If the Owner determines that the apparent low Bidder is not responsible, the Owner will notify the Bidder of its preliminary determination in writing. After receipt of the preliminary determination, the Bidder may withdraw its bid submission before the bid submittal deadline or request a hearing where the Bidder may appeal the preliminary determination and present additional information to the Owner. The Owner will schedule a hearing within three (3) working days of receipt of the Bidder's request. The hearing members will include the project architect and the BCCA's Chief Operating Officer and Chief Financial Officer. The Owner will issue a Final Determination after reviewing information presented at the hearing. If the Owner determines a Bidder to be not responsible, the Owner will provide, in writing, the reasons for the determination. If the final determination affirms that the Bidder is not responsible, the Owner 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. The Owner's Final Determination is specific to this project and will have no effect on other or future projects. Additionally, The Owner may conduct reference checks for the Bidder whose bid is under consideration for award. In the event that information obtained from the reference checks:

1. Reveals that the Bidder does not meet the Supplemental Bidder Responsibility Criteria; or
2. Indicates concerns about the Bidder's performance on projects identified as meeting the Supplemental Bidder Responsibility Criteria, which may include, but not be limited to the quality of construction, the bidder's management of subcontractors, timeliness of required submittals, and safety record on the project; or
3. indicates other concerns about the Bidder's ability to successfully perform the Work, the Owner may determine that the Bidder is not a responsible Bidder. Prior to making such a determination that a Bidder is not responsible based on information received through reference checks, the Owner shall discuss with the Bidder the information obtained from the references and provide the Bidder with the opportunity to offer explanations that may help inform whether the Owner declares the Bidder not responsible. In conducting reference checks, the Owner may include itself as a reference if the Bidder has performed work for the Owner, even if the Bidder did not identify the Owner as a reference.

Supplemental Criteria:

1. **Bidder Experience:** The Bidder shall have successfully and substantially completed at least three (3) projects, within the last 7 years, each with a total contract cost of at least \$3 million. The projects must have been interior building renovation and/or tenant improvements projects for facilities with a similar scope of work to this project that demonstrates an ability of the Bidder to manage and perform a project of the scope, complexity, and high-end renovation features found in this project. Because the Owner will suffer significant damage if the Project is not completed in accordance within the days

provided for in the Contract Documents, the Bidder shall demonstrate they have completed at least three (3) projects in the last 5 years of at least \$1 million dollars in operating facilities on schedule or provide a detailed explanation of how they managed the schedule delays that were their outside control.

2. Superintendent Experience: The Bidder's Superintendent shall have been the Superintendent on at least at least three (3) successfully and substantially completed projects, each with a total contract cost of at least \$3 million. The projects must have been interior building renovation and/or tenant improvements projects for facilities with a similar scope of work to this project that demonstrates an ability of the Bidder's Superintendent to manage a project of the scope, complexity, and high-end renovation features found in this project.
3. Claims Against Retainage and Bonds: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects during the previous three years, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner. For the purpose of this criterion, "Bidder" shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.
4. Lawsuits: The Bidder shall not have lawsuits with judgments entered against the Bidder within five years of the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner. For the purpose of this criterion, "Bidder" shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.

C. Documentation to be Submitted for Meeting Supplemental Bidder Responsibility Criteria: As evidence that the Bidder meets the bidder responsibility criteria in 10.B above, the apparent low bidder must submit documentation as may be required below to the Owner within 48 hours of the bid submission deadline. The Owner reserves the right to use information obtained from references to determine that the Bidder is not a responsible Bidder. In addition, the Owner reserves the right to request such documentation from other bidders also.

1. Bidder Experience: The Bidder shall submit a list of at least three interior building renovation and/or tenant improvement projects meeting the criteria for this item noted above by completing the Supplemental Bidder Criteria Contractor Experience Detail Form attached. The list shall include the name of the project, a description of the project, a comparison of features of the work that are similar to the work of this project, the owner's name and contact information, the date the project was substantially completed, the total construction cost for the project, and date of required substantial completion, date of actual completion, explanation of any days beyond the required substantial completion date before the actual substantial completion date.
2. Superintendent Experience: The Bidder shall submit a list of at least three interior building renovation and/or tenant improvement projects meeting the criteria for this item noted above on which the Bidder's Superintendent was the Superintendent by completing the Supplemental Bidder Criteria Contractor Experience Detail Form attached. The list shall include the name of the project, a description of the project, a comparison of features of the work that are similar to the work of this project, the owner's name and contact information,

the date the project was substantially completed, and the total construction cost for the project.

3. **Documentation of Claims Against Retainage and Bonds:** The Bidder shall submit a list of the public works projects completed within the previous three years and include for each project the following information:

- The owner and contact information for the owner;
- A list of claims filed against the retainage and/or payment bond for any of the projects listed;
- A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claims.

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

4. **Documentation of Lawsuits:** The Bidder shall submit a list of lawsuits with judgments entered against the Bidder within five years of the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Owner shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts. The Owner may also evaluate lawsuits within the time period specified that are not reported by the Bidder.

D. **Process When Supplemental Bidder Responsibility Criteria Not Met:** If the Owner determines the apparent low Bidder does not meet the Supplemental Bidder Responsibility Criteria in 10.B above and is therefore not a responsible bidder, the Owner 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 Owner's determination by presenting additional information to the Owner. The Owner will consider the additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Owner will not execute a contract with any other bidder until two business days after the Bidder determined to be not responsible has received the final determination.

11.CONTRACT AWARD AND EXECUTION

A. **Award:** The formal acceptance by the Owner, through an award by its Board of Directors Chairperson of the lowest responsive bid of a responsible bidder that is within the budget available for the project, will be in the form of a written notice of award of public works contract to the Bidder issued by the Owner and mailed to the Bidder's address shown on the Bid Form.

B. **Contract Execution:** Within ten (10) calendar days after the notice of award date, Bidder shall submit two (2) signed originals of the Contract (see Attachment C); certificate of insurance and endorsements as required in the Contract Documents; and separate Payment and Performance Bonds, each for 100% of the Contract Award Amount plus Washington State Sales Tax. The bonds shall be on a form furnished by the Owner (see Attachment B). The bonds must be signed by an approved surety (or sureties) that:

1. Is registered with the Washington State Insurance Commissioner.
2. Appears on the current Authorized List in the State of Washington published by the Office of the Insurance Commissioner; and
3. Has a current rating of at least A-VII in A.M. Best's Key Rating Guide or is included in the U.S. Department of the Treasury's Listing of Approved Sureties (Circular 570).

C. Failure to Execute Contract: If the successful Bidder, after award of the Contract, fails to execute the Contract or provide insurance documentation and bonds as required within the time specified, Owner may revoke award of the Contract and the bid guaranty may be retained by Owner.

12. DEFINITION AND SECTION TITLES

A. Bid Documents: The Bid Documents include all of the documents issued by the Owner as part of soliciting bids for the Project, including but not limited to the following: Advertisement for Bids, Instructions to Bidders, Bid Form, General Conditions, and Modifications to General Conditions, Specifications and Drawings.

B. Captions and Headings: The titles of sections in these Instructions to Bidders are for convenience only and do not define or limit the contents.

END OF SECTION

Section 00 41 00
BID FORM

BID:

Pursuant to and in compliance with the Bid Documents, the undersigned Bidder agrees to perform the Work for the following Total Bid amount for the above-referenced project:

Item		Bid Amounts	
		Dollars	Cents
Alternate No.:	Description of Alternate Bid:	Alternate Bid Amounts	
1	Existing Wall-Mounted Devices	\$	
2	Fire Extinguisher Cabinets	\$	
3	Acoustic Stretch Fabric Wall System (AWFW)	\$	
4a	Substantial Completion within 53 days of NTP	\$	
4b	Substantial Completion within 46 days of NTP	\$	
4c	Substantial Completion within 39 days of NTP	\$	
Additive No.:	Description of Additive Bid:	Specification Section	Additive Bid Amounts
1			\$
2			\$
3			\$
Subtotal: Base Bid plus bid for Alternates and Additives (without sales tax).		\$	
10.3% Sales Tax		\$	
Total Bid (with Sales Tax)		\$	

1.2 CONSTRUCTION SCHEDULE

The work is scheduled to be performed in unoccupied spaces from June 29 through August 28, 2026 (60 days).

Meydenbauer has contracted events starting September 4, 2026. Substantial completion must be completed prior to September 4, 2026. Punch list items can be completed over the next 60 days based on event schedule.

SALES TAX:

Lump sum bid and alternate bids amounts stated in the foregoing SHALL NOT include Washington State Sales Tax, except as designated in Article 4 of the Instructions for Bidders. Provide a calculation of sales tax as requested by multiplying the Sub-total times the sales tax rate, and stating that amount in the line designated on the Bid Form.

TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The undersigned Bidder agrees, if awarded the Contract, to complete the Work of the Contract within the number of calendar days specified in the Bid Documents and also agrees to the amount specified herein for Liquidated Damages. Refer to Section 00 72 10, Modifications to the General Conditions. The provisions of the General Conditions section 3.07, for liquidated damages, remain in effect. It is further agreed that the time for completion of the Work described herein is a reasonable time considering the average climatic range and usual industrial conditions prevailing in the locality.

CONTRACT EXECUTION:

- A. **Contract Execution:** If the Owner awards a contract based on this bid within sixty (60) calendar days of the bid submission deadline, the Bidder agrees to execute a contract for the above work, for compensation computed from the above stated bid amounts, on the Bellevue Convention Center Authority Public Works Contract form.
- B. **Bonds and Insurance:** Bidder shall submit executed Contract, separate Payment and Performance Bonds, and acceptable evidence of insurance within ten (10) calendar days after receipt of award notice and Public Works Contract form from the Owner.
- C. **Failure to Execute Contract:** If the successful bidder, upon award of a contract by the Owner, fails to execute the Public Works Contracts or submit the Payment and Performance Bonds and acceptable evidence of insurance as required within the time specified, Owner may revoke the award. The bid guaranty may be retained by Owner as liquidated damages, not as a penalty. If a contract is not awarded within sixty (60) days after the bid submission deadline, or if the Bidder delivers a signed Public Works Contract, Payment and Performance Bonds, and acceptable evidence of insurance, then the certified or cashier's check submitted as the bid guaranty shall be returned to the bidder, or the Bid Bond shall become void.

DECLARATION:

- A. **Familiarity with Bid Documents and Site:** The undersigned Bidder hereby certifies to have personally and carefully examined the Bid Documents issued for the above-referenced project, and the site where the Work is to be performed and the conditions affecting the Work, and consistent with the Instructions to Bidders.
- B. **Bid Guaranty:** Not applicable.

C. Validity of Bid: The Bidder agrees that this bid shall be valid and not withdrawn for a period of 60 days from the bid submission deadline.

D. Proposal to Perform Work: The Bidder hereby proposes to furnish all labor, materials, equipment, and services and to perform all work which may be required to complete the Work within the time fixed and in strict accordance with the Contract Documents for the above-referenced project for the Total Bid indicated above. The bid prices cover all expenses of the Bidder, including but not limited to, overhead, profit, insurance, and bonding, to perform the Work in accordance with the Contract Documents.

E. Minority Businesses: In compliance with RCW 35.22.650, the Bidder agrees to actively solicit the hiring of certified businesses. The Bidder further agrees to actively solicit bids from certified businesses, and to consider the award of subcontracts to certified businesses on the basis of substantially equal bids in the light most favorable to certified businesses. As used in this paragraph, the term "certified business" means a business certified by the Office of Minority and Women Business Enterprises (OMWBE) and at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to small, blacks, women, native Americans, Asians, Eskimos, Aleuts, and Hispanics.

F. Non-Collusion: The Bidder affirms that the bid is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named. The Bidder has not directly or indirectly induced or solicited any bidder on the work to put in a sham bid, or any other person or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder or bidders. The Bidder has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in the preparation and submission of this bid to the Owner for the project described in the Bid Documents.

G. Responsible Bidder Requirements: The Bidder acknowledges that it is in compliance with the bidder responsibility criteria described in the Instructions to Bidders. The Bidder agrees to provide proof of compliance with these requirements upon request by the Owner.

H. Notice to Proceed: Bidder agrees that if awarded the contract, Bidder will commence work on the date specified in the written Notice to Proceed.

I. Compliance with Applicable Laws and Regulations: Bidder agrees that if awarded the contract, Bidder will comply with the requirements of all applicable federal, state, and local laws and regulations.

J. Statement Regarding Wage Violations:

I hereby certify, on behalf of the firm identified below, as follows (check one):

NO WAGE VIOLATIONS. This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement solicitation date.

OR

VIOLATIONS OF WAGE LAWS. This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, a provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement solicitation date.

Bidder's Business Name:		
Type of Business: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (State of Incorporation: _____) <input type="checkbox"/> Other		
Physical Business Address (Must not be a P.O. Box):		
City:	State:	Zip Code:
If the above address is not in Washington State, check ONE of the boxes below:		
<input type="checkbox"/> Physical Office in WA: _____ Street Address _____ City _____ Zip Code _____		
OR <input type="checkbox"/> State of incorporation or State where business entity was formed, if not a corporation: _____		
Business Telephone Number:	Business Fax Number:	Business E-mail Address:
State of Washington numbers for the following:		
Contractor Registration No.:	UBI No.:	Employment Security Dept. No.:
Receipt is hereby acknowledged of Addenda No(s).: _____		
Bidder's Representative		
Name: _____ Title: _____		
Representative's Contact Information:		
Phone: _____ Email: _____		

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":

Signature: _____ **Date:** _____

Print Name and Title (if different from the Bidder's representative)

Section 00 41 01

BIDDER's SUBCONTRACTORS LIST:

A. Refer to Section 00 21 00, 3(F) of the Instructions to Bidders for requirements to provide a list of Subcontractors for the project.

Type of work : _____

Contractor Name: _____

Estimated Dollar Value of work (less sales tax): \$ _____

Contractor Registration Number: _____

Contractor UBI Number: _____

Type of work : _____

Contractor Name: _____

Estimated Dollar Value of work (less sales tax): \$ _____

Contractor Registration Number: _____

Contractor UBI Number: _____

Type of work : _____

Contractor Name: _____

Estimated Dollar Value of work (less sales tax): \$ _____

Contractor Registration Number: _____

Contractor UBI Number: _____

Type of work : _____

Contractor Name: _____

Estimated Dollar Value of work (less sales tax): \$ _____

Contractor Registration Number: _____

Contractor UBI Number: _____

Section 00 41 02
APPRENTICE UTILIZATION PLAN:

Instructions: Refer to the Instructions to Bidders and the General Conditions for comprehensive requirements. List all scopes of work intended for subcontracting. If a specific subcontractor has not been selected at the time of filing this Apprentice Utilization Plan (AUP), enter "TBD." However, all subcontractors required by the Bidder's Subcontractor List must be identified at the time of bid. The Owner acknowledges that all data provided prior to the completion of subcontracted work is "anticipated."

The AUP must be updated and resubmitted periodically throughout the duration of the project. If the Bidder/Contractor or any subcontractor determines that hiring a registered apprentice is unfeasible, or that the project will not meet the mandatory 15% apprentice labor hour requirement, they must promptly notify the Owner. In such cases, the Contractor shall begin documenting "Good Faith Efforts" to support a request for a requirement reduction. All subcontractors must meet the mandatory bidder responsibility criteria pursuant to RCW 39.04.350.

Project Name: Meydenbauer Center – Center Hall Remodel

Utilization % Required: 15%

Prime Contractor (Bidder): _____

Version No.: _____

Version Date: _____

Subcontractor Name	UBI*	Scope of Work	Wage Classification(s)	Journey Level Hours	Apprentice Level Hours
Estimated Subcontractor Labor Hours				[A]	[B]
Estimated Prime Labor Hours				[C]	[D]
Estimated Apprentice Utilization Percentage (B+D divided by A+C, convert to %)					

*Attach to this form all contact and licensing information for each subcontracted business.

END OF SECTION

Section 00 41 03
SUPPLEMENTAL BIDDER CRITERIA CONTRACTOR EXPERIENCE DETAIL FORM

Business Contact Information

Contractor Name:	
Mailing Address:	
Business Phone:	
Contact Name and Title:	
Contact Phone:	Contact Email:
Total years in Business:	
Former business name(s) & Dates:	
Reason for name change(s):	

* In the tables below, list projects completed within the time specified by Division 00, or are in progress

Project Name & Location:			
Description of project:			
Owner:	Address:	Phone:	Email:
Architect:	Address:	Phone:	Email:
As Prime <input type="checkbox"/>	Project Manager Name:	Superintendent Name:	
Or Sub: <input type="checkbox"/>			
Original Contract Amount: \$		Final Contract Amount: \$	
Original Contract Days:		Time Extension Granted Days:	
Completion Date:		Is this project relevant to the proposed project? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Explanation of Extension beyond Original Contract Days:			

Project Name & Location:			
Description of project:			
Owner:	Address:	Phone:	Email:
Architect:	Address:	Phone:	Email:
As Prime <input type="checkbox"/> Or Sub: <input type="checkbox"/>	Project Manager Name:	Superintendent Name:	
Original Contract Amount: \$		Final Contract Amount: \$	
Original Contract Days:		Time Extension Granted Days:	
Completion Date:		Is this project relevant to the proposed project? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Explanation of Extension beyond Original Contract Days:			

Project Name & Location:			
Description of project:			
Owner:	Address:	Phone:	Email:
Architect:	Address:	Phone:	Email:
As Prime <input type="checkbox"/> Or Sub: <input type="checkbox"/>	Project Manager Name:	Superintendent Name:	
Original Contract Amount: \$		Final Contract Amount: \$	
Original Contract Days:		Time Extension Granted Days:	
Completion Date:		Is this project relevant to the proposed project? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Explanation of Extension beyond Original Contract Days:			

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PART 1 – GENERAL PROVISIONS

1.01 DEFINITIONS

- A. **Application for Payment** means a written request submitted by Contractor to Owner's Representative for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner's Representative may require.
- B. **Apprentice** means a person enrolled in a State sponsored training program as defined by the Department of Labor and Industries.
- C. **A/E** means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- D. **Change Order** means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- E. **Claim** means Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in Part 8.
- F. **Contract Award Amount** is the sum of the Base Bid and any accepted Alternates, Additives, or Deductives.
- G. **Contract Documents** means the Request for Bids, Instructions to Bidders, completed Bid Form, Payment Bond, Performance Bond, General Conditions for Bellevue Convention Center Authority (last revised January 12, 2015), Modifications to the General Conditions, Public Works Contract, Drawings and Specifications, and all addenda and modifications thereof. The Contract Documents comprise the entire agreement between the Owner and the Contractor and may be modified only as described in the Contract Documents.
- H. **Contract Sum** is the total amount payable by Owner to Contractor, for performance of the Work in accordance with the Contract Documents, including all taxes imposed by law and properly chargeable to the Work, except Washington State sales tax.
- I. **Contract Time** is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- J. **Contractor** means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- K. **Day(s)** mean calendar day(s) unless otherwise specified. A calendar day of twenty-four (24) hours is measured from midnight to the next midnight.
- L. **Disincentive** means the monetary assessment imposed for failure to achieve the 15% apprentice utilization goal in the absence of documented Good Faith Efforts and an approved requirement reduction from the Owner.
- M. **Drawings** are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- N. **Final Acceptance** means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents, as more fully set forth in Section 6.09 B.

- O. Final Completion means that the Work is fully and finally complete in accordance with the Contract Documents, as more fully set forth in Section 6.09 A.
- P. Force Majeure means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05A.
- Q. Good Faith Effort means the bona fide, legitimate and meaningful attempt by the Contractor or any Subcontractor to include certified diverse businesses and/or registered apprentices on the project.
- R. Incentive means the monetary compensation paid to the Contractor and any contributing Subcontractor for achieving the apprentice utilization levels in accordance with the Apprentice Utilization Plan, provided the project meets or exceeds the mandatory 15% utilization goal.
- S. Notice means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice. All notices to the Owner shall be sent to the attention of the Owner's Representative.
- T. Notice to Proceed means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run. The Contractor shall not perform any Work at the Project site prior to such date.
- U. Owner means the Bellevue Convention Center Authority, through its authorized representative(s) with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.
- V. Owner's Representative means a person or entity representing Owner within the limits of its delegated authority who will be the Owner's representative during the construction period for construction management, inspection, interpretation of the Contractor's performance consistent with the requirements of the Contract Documents, and other services of managing the Project on behalf of the Owner. Owner shall issue all communications to Contractor through Owner's Representative. The name of the Owner's Representative will be designated in the Notice to Proceed letter to the Contractor. The Owner's Representative may be a firm contracted with the Owner to provide these services, including but not limited to an architect, engineer, or construction manager, or may be an employee of the Owner. The Owner may designate multiple individuals or firms as Owner's Representative to fill different roles on the Project.
- W. Person means a corporation, partnership, business association of any kind, trust, company, or individual.
- X. Prior Occupancy means Owner's use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.08 A.
- Y. Progress Schedule means a schedule of the Work, in a form satisfactory to Owner, as further set forth in Section 3.02.
- Z. Project means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- AA. Project Record means the separate set of Drawings and Specifications as further set forth in paragraph 4.02A.

BB. Schedule of Values means a written breakdown allocating the total Contract Sum to each principal category of Work, in such detail as requested by Owner.

CC. Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

DD. Subcontract means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.

EE. Subcontractor means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.

FF. Substantial Completion means that stage in the progress of the Work when the construction is sufficiently complete, as more fully set forth in Section 6.07.

AB. Work means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.02 ORDER OF PRECEDENCE

Any conflict, error, discrepancy, or inconsistency in the Contract Documents, as amended by any addenda issued during the bidding period, shall be resolved by giving the documents precedence in the following order:

- A. Executed Change Orders to Signed Public Works Contract.
- B. Signed Public Works Contract.
- C. Modifications to the General Conditions.
- D. General Conditions for Bellevue Convention Center Authority.
- E. Specifications. Provisions in Attachment A shall take precedence over provisions of any other Division.
- F. Drawings. In case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings. Figure dimensions shall take precedence over scaling.
- G. Signed and Completed Bid Form.
- H. Instructions to Bidders.
- I. Advertisement for Bids.

1.03 EXECUTION AND INTENT

Contractor Representations: Contractor makes the following representations to Owner:

- A. Contract Sum reasonable: The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents. Contractor has included in the Contract Sum all incidentals for performing the Work, and shall complete the Work with all necessary material, equipment, labor, supplies, and subcontractors for the Contract Sum;

- B. Contractor familiar with project: Contractor has carefully reviewed the Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof;
- C. Contractor financially capable: Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and
- D. Contractor can complete Work: Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

PART 2 – INSURANCE AND BONDS

2.01 CONTRACTOR'S LIABILITY INSURANCE

General insurance requirements: Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance documentation by Owner, and Contractor's maintenance of the required insurance shall not be construed to limit the liability of Contractor to the coverage provided by such insurance or otherwise limit the Owner's recourse to any remedy available at law or in equity. Companies writing the insurance to be obtained by this part shall be licensed to do business under Chapter 48 RCW or comply with the Surplus Lines Law of the State of Washington. Insurance carriers providing insurance in accordance with the Contract Documents shall have an A.M. Best rating of A:VII or better and the ratings shall be indicated on the insurance certificates. Contractor shall have included in its bid the cost of all insurance and bond costs required by the Contract Documents to complete the base bid work and all Additives and Alternates.

The certificate of insurance shall list the project name, project number, and the following as the certificate holder:

Bellevue Convention Center Authority
11100 Northeast 6th Street
Bellevue, WA 98004

- A. Term of insurance coverage: Contractor shall maintain the following insurance coverage during the Work and for one year after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by Section 5.16.
 - 1. General Liability Insurance: Commercial General Liability (CGL) on an Occurrence Form. Coverage shall include, but not be limited to:
 - a. Completed operations/products liability;
 - b. Explosion, collapse, and underground; and
 - c. Employer's liability coverage/stop gap liability;
 - d. Premises and operations
 - e. Independent contractors;

- f. Personal injury and advertising injury; and
- g. Liability assumed under an insured contract.

2. **Automobile Liability Insurance:** Coverage for all owned, non-owned and hired and leased vehicles.
3. **Workers' Compensation coverage:** Contractor shall comply with the Washington State Industrial Insurance Act (Title 51 RCW) and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.

B. **Insurance to protect for the following:** All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.

C. **Owner as Additional Insured:** All insurance coverages shall name the Bellevue Convention Center Authority as an additional insured with respect to liability arising out of work performed by Contractor, and an additional insured endorsement to the General Liability and Automobile Liability policies must be provided to the Owner. All insurance coverages shall be endorsed to be primary and non-contributory with any insurance maintained by the Bellevue Convention Center Authority, provide a waiver of any rights of subrogation against the Bellevue Convention Center Authority, and contain a severability of interest provision in favor of the Bellevue Convention Center Authority, and all insurance documentation shall evidence full compliance with the above enumerated requirements.

D. **Subcontractors:** The Contractor shall include all subcontractors at any tier as additional insureds and ensure that the Contractor's coverage of subcontractors under the Contractor's policies is not excluded by any policy provision or endorsement. Alternatively, the Contractor shall:

1. Obtain from each subcontractor not insured under the Contractor's policy or policies of insurance, evidence of insurance meeting all the requirements of the Contract Documents, and
2. Maintain such evidence on file for a period of one year after Final Acceptance and, upon request, submit such evidence to Owner for examination.

2.02 COVERAGE LIMITS

Insurance amounts: The Contractor shall maintain not less than the following coverage amounts:

A. **Commercial General Liability Insurance:** \$1,000,000 each occurrence for Bodily Injury and Property Damage, and \$2,000,000 Annual General Aggregate.

1. \$2,000,000 Annual Aggregate for Completed Operations and Products Liability.
2. \$10,000,000 Umbrella/Excess Liability

B. **Automobile Liability Insurance:** \$1,000,000 Combined Single Limit for Automobile Bodily Injury and Property Damage Liability, Each Accident or Loss.

2.03 INSURANCE COVERAGE CERTIFICATES

A. **Certificate required:** Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance for the required insurance types and amounts and the required endorsements.

- B. List Project info: All insurance certificates shall name Owner's Project number and Project title.
- C. Cancellation provisions: The Contractor shall provide to the Owner and all Additional Insureds for the Work with written notice of any policy cancellation, within two business days of the Contractor's receipt of such notice.

2.04 PAYMENT AND PERFORMANCE BONDS

Conditions for bonds: The Contractor shall furnish a separate Payment Bond and Performance Bond, each for 100% of the Contract Award Amount, plus state sales tax, using the Payment Bond and Performance Bond form published by the Owner and included in Attachment C. The Payment Bond and Performance Bond shall be valid for the warranty period described in Section 5.16D, and through any other warranty or guaranty period described in the Contract Documents.

2.05 ALTERNATIVE SURETY

When alternative bonds required: Contractor shall promptly furnish acceptable payment and performance bonds from an alternative surety as required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

- A. Owner has a reasonable objection to the surety; or
- B. The surety is adjudged bankrupt or becomes insolvent, or its right to do business is terminated; or
- C. Any surety fails to furnish reports on its financial condition if required by Owner.

2.06 BUILDER'S RISK

- A. Contractor to buy Property Insurance: Contractor shall purchase and maintain property insurance in the amount of the Contract Sum including all Change Orders for the Work on a replacement cost basis until Substantial Completion. For projects not involving New Building Construction, "Installation Floater" is an acceptable substitute for the Builder's Risk Insurance. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear. The Builder's Risk insurance covering the Work shall have a deductible of \$5,000 for each occurrence, which shall be the responsibility of the Contractor. The Contractor shall maintain the Builder's Risk insurance until Final Acceptance of the Work by the Owner.
- B. Losses covered: Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the services and expenses required of the Owner's A/E as a result of an insured loss.
- C. Waiver of subrogation rights: Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's subconsultants, separate contractors described in Section 5.20, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

PART 3 – TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

Contractor to meet schedule: Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within a reasonable period thereafter.

3.02 PROGRESS SCHEDULE

- A. Preliminary Progress Schedule: Unless otherwise provided in Division 1, Contractor shall, within 10 Days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule. The Progress Schedule shall show the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.
- B. Form of Progress Schedule: Unless otherwise provided in Division 1, the Progress Schedule shall be in the form of a bar chart, or a critical path method analysis, as specified by Owner. The preliminary Progress Schedule may be general, showing the major portions of the Work, with a more detailed Progress Schedule submitted as directed by Owner.
- C. Owner comments on Progress Schedule: Owner shall return comments on the preliminary Progress Schedule to Contractor within 14 Days of receipt. Review by Owner of Contractor's schedule does not constitute approval or acceptance of Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Owner may withhold a portion of progress payments until a Progress Schedule has been submitted which meets the requirements of this section.
- D. Monthly updates and compliance with Progress Schedule: Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in Section 3.05, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, and if directed by Owner, Contractor shall submit a corrective action plan or revise the Progress Schedule to reconcile with the actual progress of the Work.
- E. Contractor to notify Owner of delays: Contractor shall promptly notify Owner in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Progress Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.

3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

- A. Owner may suspend Work: Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 Days, or for such longer period as mutually agreed, subject to negotiation regarding cost and schedule impacts.
- B. Compliance with suspension; Owner's options: Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 Days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:

1. Cancel the written notice suspending the Work; or
2. Terminate the Work covered by the notice as provided in the termination provisions of Part 9.

C. **Resumption of Work:** If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.

D. **Equitable Adjustment for suspensions:** Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in Part 7.

3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

- A. **Owner may stop Work for Contractor's failure to perform:** If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. **No Equitable Adjustment for Contractor's failure to perform:** Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

3.05 DELAY

- A. **Force Majeure actions not a default; Force Majeure defined:** Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:
 1. Acts of God or the public enemy;
 2. Acts or omissions of any government entity;
 3. Fire or other casualty for which Contractor is not responsible;
 4. Quarantine or epidemic;
 5. Strike or defensive lockout;
 6. Unusually severe weather conditions which could not have been reasonably anticipated; and
 7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.
- B. **Contract Time adjustment for Force Majeure:** Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to Section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- C. **Contract Time or Contract Sum adjustment if Owner at fault:** Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract

Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to Sections 7.02 and 7.03.

- D. No Contract Time or Contract Sum adjustment if Contractor at fault: Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.
- E. Contract Time adjustment only for concurrent fault: To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to Section 7.03, but shall not be entitled to an adjustment in Contract Sum.
- F. Contractor to mitigate delay impacts: Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

3.06 NOTICE TO OWNER OF LABOR DISPUTES

- A. Contractor to notify Owner of labor disputes: If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.
- B. Pass through notification provisions to Subcontractors: Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

- A. Liquidated Damages
 - 1. Reason for Liquidated Damages: Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.
 - 2. Calculation of Liquidated Damages amount: The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from the Owner's release of retainage.

PART 4 – SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

- A. Specifications and Drawings are basis of the Work: The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents.

Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, supplies, and all other facilities and incidentals necessary to perform the Work required by the Drawings, Specifications, and other provisions of the Contract Documents. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

- B. Parts of the Contract Documents are complementary: The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
- C. Contractor to report discrepancies in Contract Documents: Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If, during the performance of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to Owner's Representative in writing.
- D. Contractor knowledge of discrepancy in documents – responsibility: Contractor shall do no Work without applicable Drawings, Specifications, or written modifications, or Shop Drawings where required, unless instructed to do so in writing by Owner. If Contractor performs any construction activity, and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.
- E. Contractor to perform Work implied by Contract Documents: Contractor shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.
- F. Interpretation questions referred to Owner's Representative: Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the Owner's Representative. Owner's Representative will issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as determined necessary, which shall be consistent with, or reasonably inferable from the overall intent of the Contract Documents.

4.02 PROJECT RECORD

- A. Contractor to maintain Project Record Drawings and Specifications: Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order Proposals. This separate set of Drawings and Specifications shall be the "Project Record."
- B. Update Project Record weekly and keep on site: The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD." The Project Record shall be updated at least weekly noting all changes and shall be available to Owner at all times.
- C. Final Project Record to Owner's Representative before Final Acceptance: Contractor shall submit the completed and finalized Project Record to Owner's Representative prior to Final Acceptance.

D. **Copies of Contract Documents:** After award of the Contract, the Owner shall provide to the Contractor, without cost to the Contractor, the following sets of Contract Documents. All other sets of the Contract Documents required by the Contractor or their subcontractors for the Project shall be obtained by the Contractor at the Contractor's sole cost.

- Executed Contract Documents with full size Drawings (24" x 36") – 1 set
- Unexecuted Contract Documents with reduced size Drawings (11" x 17") – 1 set
- Full size Drawings (24" x 36") – 2 sets

4.03 SHOP DRAWINGS

A. **Definition of Shop Drawings:** "Shop Drawings" means documents and other information required to be submitted to Owner's Representative by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment. Shop Drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose Shop Drawings provided in accordance with the Contract Documents.

B. **Approval of Shop Drawings by Contractor:** Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Contractor's stamp of approval on any Shop Drawings or sample shall constitute a representation to the Owner that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or Contractor assumes full responsibility for doing so, and that Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents. Shop Drawings submitted to Owner's Representative without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for Owner's Representative review. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.

C. **Approval of Shop Drawings by Owner's Representative:** Owner's Representative will review, approve, or take other appropriate action on the Shop Drawings, but such review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item by Owner does not indicate approval of the assembly in which the item functions. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the Owner's Representative has approved or taken other appropriate action. Owner's Representative shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings.

D. **Correction of Shop Drawings:** Contractor shall make any corrections of Shop Drawings required by the Owner's Representative, and shall return the required number of corrected copies of Shop Drawings, and resubmit new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by Owner's Representative on previous submissions.

E. Contractor not relieved of responsibility when Shop Drawings approved: Approval, or other appropriate action with regard to Shop Drawings, by Owner's Representative shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner's Representative shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.

F. Variations between Shop Drawings and Contract Documents: If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If Owner's Representative approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.

G. Contractor to submit 5 copies of Shop Drawings: Unless otherwise provided in Division 1, Contractor shall submit to Owner's Representative for approval 2 copies of all Shop Drawings. Unless otherwise indicated, 3 sets of all Shop Drawings shall be retained by Owner's Representative and 2 sets shall be returned to Contractor. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by Contractor at the site and shall be available to the Owner's Representative.

4.04 ORGANIZATION OF SPECIFICATIONS

Specification organization by trade: Specifications are prepared in sections which conform generally with trade practices. These sections are for Owner and Contractor convenience and shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.

4.05 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

A. Designer, not Contractor, owns Copyright of Drawings and Specifications: The Drawings, Specifications, and other documents prepared by A/E are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E or Owner, and A/E or Owner shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright, unless otherwise specified in the contract between the Owner and A/E. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.

B. Drawings and Specifications to be used only for this Project: The Drawings, Specifications, and other documents prepared by the A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and A/E. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E appropriate to and for use in the execution of their Work.

C. Shop Drawing license granted to Owner: Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all

Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in Section 5.03 and 5.22 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.

D. Shop Drawings to be used only for this Project: The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PART 5 – PERFORMANCE

5.01 CONTRACTOR CONTROL AND SUPERVISION

A. Contractor responsible for Means and Methods of construction: Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, scheduling, sequences, procedures, safety precautions and programs, and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.

B. Competent Superintendent required: Performance of the Work shall be directly supervised by a competent superintendent who has authority to act for Contractor. The superintendent must be satisfactory to the Owner and shall not be changed without the prior written consent of Owner. Owner may require Contractor to remove the superintendent from the Work or Project site, if Owner reasonably deems the superintendent incompetent, careless, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition.

C. Contractor responsible for acts and omissions of self and agents: Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, suppliers, and their employees and agents.

D. Contractor to employ competent and disciplined workforce: Contractor shall enforce strict discipline and good order among all of the Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.

E. Contractor to keep project documents on site: Contractor shall keep on the Project site a copy of the Drawings, Specifications, and addenda, reviewed Shop Drawings, and permits and permit drawings.

5.02 PERMITS, FEES, AND NOTICES

- A. Contractor to obtain and pay for permits: Unless otherwise provided in the Contract Documents, Contractor shall pay fees for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner.
- B. Allowances for permit fees: If allowances for permits or utility fees are called for in the Contract Documents and set forth in Contractor's bid, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the difference shall be adjusted by Change Order.
- C. Contractor to comply with all applicable laws: Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.
- D. Sales tax: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with the laws of the State of Washington.
- E. Business License: Contractor shall maintain a current City of Bellevue Business License through the warranty period specified in the Contract Documents.

5.03 PATENTS AND ROYALTIES

Payment, indemnification, and notice: Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

5.04 PREVAILING WAGES

- A. Contractor to pay Prevailing Wages: Contractor shall pay at least the prevailing rate of wages to all workers and apprentices, laborers, or mechanics employed in the performance of any part of the Work, in accordance with Chapter 39.12 RCW and the rules and regulations of the Washington State Department of Labor and Industries. The Contractor is also responsible to ensure the payment of prevailing wages to workers and apprentices, laborers, or mechanics of all subcontractors, of any tier. The schedule of prevailing wage rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.
- B. Statement of Intent to Pay Prevailing Wages: Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to the Owner for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
- C. Affidavit of Wages Paid: Prior to release of retainage, the Contractor shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Contractor and every subcontractor, of any tier, that performed work on the Project.

D. **Disputes:** Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

E. **Statement with pay application; Post Statements of Intent at job site:** Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the pre-filed Statement(s) of Intent to Pay Prevailing Wages, as approved, on the Monthly Subcontractors List and Certifications form. For contracts between the Contractor and Owner with a Contract Sum in excess of \$10,000, copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

F. **Contractor to pay for Statements of Intent and Affidavits:** In compliance with Chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each Statement of Intent to Pay Prevailing Wages and/or Affidavit of Wages Paid submitted to the Department of Labor and Industries for certification.

G. **Certified Payrolls:** Consistent with WAC 296-127-320, the Contractor and any subcontractor shall submit a certified copy of payroll records through the Public Works Intents and Affidavits Portal (PWIA) at least once per month for the duration of the project.

5.05 HOURS OF LABOR

A. **Overtime:** Contractor shall comply with all applicable provisions of RCW 49.28 and they are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight hours of each calendar day shall be not less than one and one-half times the rate allowed for this same amount of time during eight hours of service.

B. **4-10 Agreements:** Notwithstanding the preceding paragraph, RCW 49.28 permits a contractor or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty hours per week, worked pursuant to any such agreement.

5.06 NONDISCRIMINATION

A. **Discrimination prohibited by applicable laws:** Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, Sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, and the Washington State Law Against Discrimination, RCW 49.60. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.

B. **During performance of the Work:**

1. **Protected Classes:** Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or

the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.

2. Advertisements to state nondiscrimination: Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.
3. Contractor to notify unions and others of nondiscrimination: Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.
4. Owner and State access to Contractor records: Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.
5. Pass through provisions to Subcontractors: Contractor shall include the provisions of this section in every Subcontract.

5.07 SAFETY PRECAUTIONS

- A. Contractor responsible for safety: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.
- B. Contractor safety responsibilities: In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss, including but not limited to those regarding work with trench shoring, traffic control, dust control, and noise pollution restrictions; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. Contractor shall be liable for any non-compliance penalties or fines assessed by any such public bodies.
- C. Contractor to maintain safety records: Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all safety records.
- D. Contractor to provide HazMat training: Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
 1. Information. At a minimum, Contractor shall inform persons working on the Project site of:
 - a. WAC: The requirements of Chapter 296-62 WAC, General Occupational Health Standards;
 - b. Presence of hazardous chemicals: Any operations in their work area where hazardous chemicals are present; and

- c. Hazard communications program: The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by Chapter 296-62 WAC.
- 2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:
 - a. Detecting hazardous chemicals: Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
 - b. Hazards of chemicals: The physical and health hazards of the chemicals in the work area;
 - c. Protection from hazards: The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
 - d. Hazard communications program: The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
- E. Hazardous, toxic or harmful substances: Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
 - 1. Illegal use of dangerous substances: Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 Days on the Project site.
 - 2. Contractor notifications of spills, failures, inspections, and fines: Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
- F. Public safety and traffic: All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
- G. Contractor to act in an emergency: In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.

- H. No duty of safety by Owner or A/E: Nothing provided in this section shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.
- I. Site specific safety plan: Prior to commencing any Work on-site, Contractor shall submit an appropriate site specific safety plan for Owner's acceptance. The plan must be tailored to the needs of the Project and to the types of hazards involved, and be in compliance with WISHA requirements. Contractor shall not begin any on-site Work until the site specific safety plan has been accepted by Owner.

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. Limited storage areas: Contractor shall confine all operations, including storage of materials and equipment, to Owner-approved areas, and shall not unreasonably encumber the Project site or public right-of-way with materials or equipment that are not being used for the immediate work.
- B. Temporary buildings and utilities at Contractor expense: Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall be removed by Contractor at its expense upon completion of the Work.
- C. Roads and vehicle loads: Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Ownership and reporting by Contractor of demolished materials: Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.
- E. Contractor responsible for care of materials and equipment on-site: Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.
- F. Contractor responsible for loss of materials and equipment: Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.
- G. Dust control: Contractor shall implement dust control measures on and around the Project site, as often as necessary to control dust for every calendar day of the Project. The Contractor shall not permit sediment laden water to flow into the street storm drainage system. The Contractor shall clean sediment build up on the streets prior to Substantial Completion. The Owner shall determine whether Contractor is in compliance with this paragraph.

5.09 PRIOR NOTICE OF EXCAVATION

A. Not applicable

5.10 UNFORESEEN PHYSICAL CONDITIONS

A. Notice requirement for concealed or unknown conditions: If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly and in no event later than 7 Days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.

B. Adjustment in Contract Time and Contract Sum: If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefore as provided in Part 7.

5.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES AND IMPROVEMENTS

A. Contractor to protect and repair property: Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall not subject any part of the Project to stresses or pressures that will endanger it. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.

B. Tree and vegetation protection: Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

5.12 LAYOUT OF WORK

A. Advanced planning of the Work: Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.

B. Layout responsibilities: Contractor shall lay out the Work from Owner-established baselines and bench marks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines and grades that may be established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

5.13 MATERIAL AND EQUIPMENT

A. Contractor to provide new and equivalent equipment and materials: All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of Owner's Representative, is equal to that named in the specifications, unless

otherwise specifically provided in the Contract Documents. Contractor shall ensure that all equipment, materials, and articles incorporated into the Work shall be asbestos free.

- B. Contractor responsible for fitting parts together: Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- C. Owner may reject defective Work: Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner. "Defective" describes Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents, or does not meet the requirements of any inspection, test, or approval required by the Contract Documents, or has been damaged prior to approval of final payment.

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

- A. Owner to provide and charge for utilities: Owner shall make all reasonable utilities available to Contractor from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor at prevailing rates charged to Owner or, where the utility is produced by Owner, at reasonable rates determined by Owner. Contractor will carefully conserve any utilities furnished.
- B. Contractor to install temporary connections and meters: Contractor shall, at its expense and in a skillful manner satisfactory to Owner, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices, and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, Contractor shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

5.15 TESTS AND INSPECTION

- A. Owner shall provide for all special inspections and testing of Work. Owner shall manage the special inspections and testing program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for quality control and quality assurance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Owner shall make arrangements for special inspections and testing as required by the public permitting authority and the Engineer, to be conducted by a qualified independent testing and inspections laboratory (TIA) acceptable to the appropriate public permitting authority, and shall bear all related costs of tests, inspections, and approvals. Contractor is not relieved of any responsibilities to accommodate special inspections and testing as required by the Engineer and the public permitting authority, and Contractor shall give TIA timely notice of when and where such required tests and inspections are to be made. TIA shall maintain complete inspection records and make them available to Owner, Contractor, Engineer, and public permitting authority. TIA shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents.
- B. Owner may conduct tests and inspections: Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:
 1. Constitute or imply acceptance;

2. Relieve Contractor of responsibility for providing adequate quality control measures;
3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.

C. Inspections or inspectors do not modify Contract Documents: Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.

D. Contractor responsibilities on inspections: Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes re-inspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

E. Owner's inspector: Apart from the TIA, Owner's Representative may appoint inspectors to inspect all materials used and all Work done. Such inspection may extend to any or all parts of the Work and to the preparation or manufacture of the materials to be used. The inspectors are not authorized to revoke, alter, enlarge, or relax the provisions of the Contract Documents, nor to approve or accept any portion of the Work or to issue instructions contrary to the Contract Documents. An inspector is placed on the Work site to review the Work and to keep the Owner's Representative informed as to the progress of the Work and the manner in which it is being done. The inspector shall also call the attention of the Contractor to any deviations from the Contract Documents, but failure of the inspector or Owner's Representative to call the attention of the Contractor to faulty Work, deviations from, or infringements upon the Contract Documents shall not constitute acceptance of said Work. The inspector has the authority to reject defective material and to suspend any Work that is being improperly done, subject to the final decision of the Owner's Representative. The inspector will exercise such additional authority as may, from time to time, be especially delegated to him by the Owner's Representative, and such inspection duties may also be performed by the Owner's Representative.

F. Owner visits to site: The Contractor shall provide access, at reasonable times, to the Owner's Representative and other agents of the Owner for observation of the Work, inspection, and testing. The Contractor shall provide proper and safe facilities for such access. The Owner's Representative and/or inspector will observe the progress and quality of the executed Work and determine, in general, if the Work and Project is proceeding in accordance with the Contract Documents. Owner's Representative and/or inspector are not required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The efforts of the Owner's Representative and/or inspector will be directed toward providing assurance that the completed Project will conform to the requirements of the Contract Documents. Neither observations by the Owner's Representative and/or inspectors, nor inspections, tests or approvals by persons other than the Contractor shall relieve Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.

5.16 CORRECTION OF NONCONFORMING WORK

- A. Work covered by Contractor without inspection: If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. Payment provisions for uncovering covered Work: If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes such a request as provided in Part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.
- C. Contractor to correct and pay for non-conforming Work: Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.
- D. Contractor's compliance with warranty provisions: If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under Section 6.08, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so, without cost to the Owner. Owner shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.
- E. Contractor to remove non-conforming Work: Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.
- F. Owner may charge Contractor for non-conforming Work: If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.
- G. Contractor to pay for damaged Work during correction: Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. No Period of limitation on other requirements: Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one year as described in Section 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.

I. Owner may accept non-conforming Work and charge Contractor: If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

5.17 CLEAN UP

Contractor to keep site clean and leave it clean: Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials, and other debris resulting from the Work. Before completing the Work, Contractor shall remove from the premises all waste materials, rubbish, debris, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. Contractor shall restore to original condition those portions of the site not designated for alteration by the Contract Documents. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor.

5.18 ACCESS TO WORK

Owner and A/E access to Work site: Contractor shall provide Owner and A/E access to the Work in progress wherever located.

5.19 OTHER CONTRACTS

Owner may award other contracts; Contractor to cooperate: Owner may undertake or award other contracts for additional work at or near the Project site. Contractor shall reasonably cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

5.20 SUBCONTRACTORS AND SUPPLIERS

A. Subcontractor Responsibility: The Contractor shall include the language of this paragraph 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 and relevant for the work and the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:

1. 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 subcontract bid submittal.
2. Have a current Washington Unified Business Identifier (UBI) number.
3. If applicable, have:
 - a. 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.
 - 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.
- f. A plumbing contractor license, if required by Chapter 18.106 RCW
- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- 5. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW [39.04.320](#), not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter [49.04](#) RCW for the one-year period immediately preceding the date of the bid solicitation.
- 6. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter [39.12](#) RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department.
- 7. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW [49.48.082](#), any provision of chapter [49.46](#), 49.48, or [49.52](#) RCW.

B. Provide names of Subcontractors and use qualified firms: The Contractor shall furnish the Owner, using the Apprentice Utilization Plan, the names, contact information, and applicable licensing and registration of all Subcontractors, as well as suppliers providing materials in excess of \$2,500. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents.

C. Subcontracts in writing and pass through provision: All Subcontracts must be in writing. By appropriate and proportional written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with subcontractors at lower tiers. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds. Nothing in the Contract Documents shall imply any contractual relationship between any Subcontractor and the Owner.

D. Coordination of Subcontractors; Contractor responsible for Work: Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.

E. Automatic assignment of subcontracts: Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:

1. Effective only after termination and Owner approval: The assignment is effective only after termination by Owner for cause pursuant to Section 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and

2. Owner assumes Contractor's responsibilities: After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
3. Impact of bond: The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

5.21 WARRANTY OF CONSTRUCTION

- A. Contractor warranty of Work: In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor.
- B. Contractor responsibilities: With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:
 1. Obtain warranties: Obtain all warranties that would be given in normal commercial practice;
 2. Warranties for benefit of Owner: Require all warranties to be executed, in writing, for the benefit of Owner;
 3. Enforcement of warranties: Enforce all warranties for the benefit of Owner, if directed by Owner; and
 4. Contractor responsibility for subcontractor warranties: Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranties should they extend beyond the period specified in the Contract Documents.
- C. Warranties beyond Final Acceptance: The obligations under this section shall survive Final Acceptance.

5.22 INDEMNIFICATION

- A. Contractor to indemnify Owner: Contractor shall indemnify and hold Owner, its officers, officials, employees and volunteers, and A/E harmless from any and all claims, injuries, demands, losses, damages, costs, or suits including attorney fees, arising out of or in connection with the performance of this Contract, and caused by or resulting from:
 1. Sole negligence of Contractor: The sole negligence of Contractor or any of its Subcontractors;
 2. Concurrent negligence: The concurrent negligence of Contractor, or any Subcontractor, but only to the extent of the negligence of Contractor or such Subcontractor; and
 3. Patent infringement: The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret.
- B. Employee action and RCW Title 51: In any action against Owner and any other entity indemnified in accordance with this section, by any employee of Contractor, its Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under Title

51 RCW, the Industrial Insurance Act, or any other employee benefit acts. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity as to Owner and A/E only, under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Indemnification section shall survive the expiration or termination of the Contract.

PART 6 – PAYMENTS AND COMPLETION

6.01 CONTRACT SUM

Owner shall pay Contract Sum: Owner shall pay Contractor the Contract Sum plus state sales tax for performance of the Work, in accordance with the Contract Documents.

6.02 SCHEDULE OF VALUES

Contractor to submit Schedule of Values: Before submitting its first Application for Payment, Contractor shall submit to Owner for approval a breakdown allocating the total Contract Sum to each principal category of work, in such detail as requested by Owner ("Schedule of Values"). The approved Schedule of Values shall include appropriate amounts for demobilization, record drawings, O&M manuals, and any other requirements for Project closeout, and shall be used by Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

6.03 APPLICATION FOR PAYMENT

- A. Monthly Application for Payment with substantiation: At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require, including but not limited to certified payroll confirmation, apprentice utilization reporting, and diverse business inclusion.
- B. Contractor certifies Subcontractors paid: By submitting an Application for Payment, Contractor must certify that all Subcontractors have been paid within 10 days of previously receiving payment by the Owner, less earned retainage in accordance with RCW 60.28.011, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in Section 1.03, are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.
- C. Reconciliation of Work with Progress Schedule: At the time of Application for Payment submittal, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.
- D. Payment for Materials Delivered to Site or Stored Off-Site: If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:
 1. Suitable facility or location: The material will be placed in a facility or location that is structurally sound, dry, lighted and suitable for the materials to be stored;
 2. Facility or location within 10 miles of Project: The facility or location is located within a 10- mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;

3. Facility or location exclusive to Project's materials: Only materials for the Project are stored within the facility or location (or a secure portion of a facility or location set aside for the Project);
4. Insurance provided on materials in facility or location: Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
5. Facility or location locked and secure: The facility or location (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
6. Owner right of access to facility or location: Owner shall at all times have the right of access in company of Contractor;
7. Contractor assumes total responsibility for stored materials: Contractor and its surety assume total responsibility for the stored materials; and
8. Contractor provides documentation and Notice when materials moved to site: Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish Notice to Owner when materials are moved from storage to the Project site.

6.04 PROGRESS PAYMENTS

- A. Owner to pay within 30 Days: Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 Days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with Chapter 39.76 RCW if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Contractor to pay Subcontractors within 10 Days: In accordance with chapter 39.04.250, the Contractor, and subcontractors at every tier, shall make payments to lower tier subcontractors not later than 10 days following payment made by the Owner or the higher tier subcontractor. Failure to make timely payment, or withholding payment without written notice of dispute, is a material breach of Contract.
- C. Withholding retainage; Options for retainage: Owner shall retain 5% of the amount of each progress payment until 45 Days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with chapter 60.28 RCW, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.
- D. Title passes to Owner upon payment: Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.

6.05 PAYMENTS WITHHELD

A. Owner's right to withhold payment: Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:

1. Non-compliant Work: Work not in accordance with the Contract Documents;
2. Remaining Work to cost more than unpaid balance: Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
3. Owner correction or completion Work: Work by Owner to correct defective Work or complete the Work in accordance with Section 5.16;
4. Contractor's failure to perform: Contractor, or subcontractor's, failure to perform in accordance with the Contract Documents; or
5. Contractor's negligent acts or omissions: Cost or liability that may occur to Owner as the result of Contractor, or subcontractor's, fault or negligent acts or omissions.

B. Owner to notify Contractor of withholding for unsatisfactory performance: In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with Chapter 39.76 RCW.

6.06 RETAINAGE AND BOND CLAIM RIGHTS

Chapters 39.08 RCW and 60.28 RCW incorporated by reference: Chapters 39.08 RCW and 60.28 RCW, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.

6.07 SUBSTANTIAL COMPLETION

Substantial Completion defined: Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner has full and unrestricted use and benefit of the facilities (or the designated portion thereof and approved by Owner) for the use for which it is intended. All Work other than incidental corrective and incidental punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. Contractor may request an early date of Substantial Completion which must be approved by Change Order. Owner's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

6.08 PRIOR OCCUPANCY

A. Prior Occupancy defined; Restrictions: Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: be deemed an acceptance of any portion of the Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.

B. Damage; Duty to repair and warranties: Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Contractor's one year duty to repair any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

A. Final Completion defined: Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing, but in no case shall constitute Final Acceptance which is a subsequent, separate, and distinct action.

B. Final Acceptance defined: Final Acceptance shall be achieved when the Contractor has completed the requirements of the Contract Documents. The date Final Acceptance is achieved shall be established by Owner in writing. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the payment and performance bonds, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Final payment waives Claim rights: Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in Part 8.

D. Adjustment in quantities or retain-age: Prior to final payment, the Owner will issue a Change Order reconciling any estimated quantities bid with actual quantities used during the performance of the Work, or adjustments in retain-age due to the assessment of Liquidated or Actual Damages, and the Contract Sum shall be adjusted accordingly.

PART 7 – CHANGES

7.01 CHANGES IN THE WORK

A. Changes in Work, Contract Sum, and Contract Time by Change Order: Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in Section 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.

B. Owner may request Change Order Proposal from Contractor: If Owner desires to order a change in the Work, it may request a written Change Order Proposal from Contractor. Contractor shall submit a Change Order Proposal within 14 Days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order Proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.

C. **Change Order Proposal negotiations:** Upon receipt of the Change Order Proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in Sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.

D. **Change Order as full payment and final settlement:** If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.

E. **Failure to agree upon terms of Change Order; Final offer and Claims:** If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 30 Days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in Part 8.

F. **Field Orders:** The Owner may direct the Contractor to proceed with a change in the work through a written Field Order when the time required to price and execute a Change Order would impact the Project.

The Field Order shall describe and include the following:

1. The scope of work
2. An agreed upon maximum not-to-exceed amount
3. Any estimated change to the Contract Time
4. The method of final cost determination in accordance with the requirements of Part 7 of the General Conditions
5. The supporting cost data to be submitted in accordance with the requirements of Part 7 of the General Conditions

Upon satisfactory submittal by the Contractor and approval by the Owner of supporting cost data, a Change Order will be executed. The Owner will not make payment to the Contractor for Field Order work until that work has been incorporated into an executed Change Order.

G. **Change Order Timeliness:** In accordance with RCW 39.04.360, the Owner shall issue a Change Order for the full amount of the additional work within thirty (30) days of a request by the Contractor or the completion of the additional Work, whichever is earlier, unless formal notice of dispute is provided. Upon receipt of an executed Change Order from the Owner, the Contractor (and subcontractors of any tier) must issue corresponding Change Orders to their respective subcontractors within ten (10) days. Any Change Order not issued within these timeframes shall be subject to interest at a rate of 1% per month pursuant to RCW 39.76 (the Prompt Payment Act). Interest charges shall be paid to the affected subcontractors by the party responsible for the delay.

7.02 CHANGE IN THE CONTRACT SUM

A. General Application

1. **Contract Sum changes only by Change Order:** The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order Proposal. The Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time for work performed by Contractor without authorization of an executed Change Order, except in an emergency as provided in Section 5.07G, and except as provided in Section 7.01F and Section 5.16B.
2. **Owner fault or negligence as basis for change in Contract Sum:** If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.
 - (a) **Notice and record keeping for equitable adjustment:** A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 7 Days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.
 - (b) **Content of notice for equitable adjustment; Failure to comply:** Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 7 Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 - (c) **Contractor to provide supplemental information:** Within 30 Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph a. above with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with Section 7.03C. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent

Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

- (d) Contractor to proceed with Work as directed: Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- (e) Contractor to combine requests for same event together: Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.

3. Methods for calculating Change Order amount: The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Contract Sum, shall be determined by one of the following methods:

- a. Fixed Price: On the basis of a fixed price as determined in paragraph 7.02B.
- b. Unit Prices: By application of unit prices to the quantities of the items involved as determined in paragraph 7.02C.
- c. Time and Materials: On the basis of time and material as determined in paragraph 7.02D.

4. Fixed price method is default; Owner may direct otherwise: When Owner has requested Contractor to submit a Change Order Proposal, Owner may direct Contractor as to which method in subparagraph 3 above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or of a request for an equitable adjustment, on the basis of the fixed price method.

B. Change Order Pricing – Fixed Price

Procedures: When the fixed price method is used to determine the value of any Work covered by a Change Order, or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:

- 1. Breakdown and itemization of details on Change Order Proposal: Contractor's Change Order Proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and shall be submitted on breakdown sheets in a form approved by Owner.
- 2. Use of industry standards in calculating costs: All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material quantities, and equipment costs.
- 3. Costs contingent on Owner's actions: If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.
- 4. Markups on Additive and Deductive Work: The cost of any Additive or Deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on Deductive changes in the Work. Where a change in the Work involves Additive and Deductive work by the same Contractor or Subcontractor, small tools, overhead, profit, bond and insurance markups will apply to the net difference.
- 5. Breakdown not required if change less than \$1,000: If the total cost of the change in the Work or request for equitable adjustment does not exceed \$1,000, Contractor shall not be

required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.

6. Breakdown required if change between \$1,000 and \$2,500: If the total cost of the change in the Work or request for equitable adjustment is between \$1,000 and \$2,500, Contractor may submit a breakdown in the following level of detail if the description of the change in the Work or if the request for equitable adjustment is sufficiently definitive to permit the Owner to determine fair value:
 - a. lump sum labor;
 - b. lump sum material;
 - c. lump sum equipment usage;
 - d. overhead and profit as set forth below; and
 - e. insurance and bond costs as set forth below.
7. Components of increased cost: Any request for adjustment of Contract Sum based upon the fixed price method shall include only the following items:
 - a. Craft labor costs: These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by the hourly labor costs. Craft hours should cover direct labor, as well as indirect labor due to trade inefficiencies. The hourly costs shall be based on the following:
 - (1) Basic wages and benefits: Hourly rates and benefits as stated on the Department of Labor and Industries approved "statement of intent to pay prevailing wages" or a higher amount if approved by the Owner. Direct supervision shall be a reasonable percentage not to exceed 15% of the cost of direct labor. No supervision markup shall be allowed in a Change Order that contains direct labor costs for a working supervisor's hours (including any category of foreman).
 - (2) Worker's insurance: Direct contributions to the state of Washington for industrial insurance; medical aid; and supplemental pension, by the class and rates established by the Department of Labor and Industries.
 - (3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
 - (4) Travel allowance: Travel allowance and/or subsistence, if applicable, not exceeding those allowances established by regional labor union agreements, which are itemized and identified separately.
 - (5) Safety: Cost incurred due to the Washington Industrial Safety and Health Act, which shall be a reasonable percentage not to exceed 2% of the sum of the amounts calculated in (1), (2), and (3) above.
 - b. Material costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed first from actual known costs, second from supplier quotations or if these are not available, from standard industry pricing guides. Material costs shall consider all available

discounts. Freight costs, express charges, or special delivery charges, shall be itemized.

c. **Equipment costs:** This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. The Contractor's cost for utility vehicles and other items such as pickup trucks, vans, flatbed trucks, storage trailers, containers, etc., that are already in use or planned for use on the Project will not be compensated in Change Order work except for the time that, in the opinion of the Owner, such items: (1) are directly and necessarily used for the performance of the change work; and (2) the cost of using such items has not been included within the Contractor's total project overhead costs. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources:

- (1) Associated General Contractors Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement current edition, on the Contract execution date.
- (2) The National Electrical Contractors Association for equipment used on electrical work.
- (3) The Mechanical Contractors Association of America for equipment used on mechanical work.

The EquipmentWatch Rental Rate Blue Book shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, current edition on the Contract execution date.

d. **Allowance for small tools, expendables & consumable supplies:** Small tools consist of tools which cost \$250 or less and are normally furnished by the performing contractor. The maximum rate for small tools shall not exceed the following:

- (1) **3% for Contractor:** For Contractor, 3% of direct labor costs.
- (2) **5% for Subcontractors:** For Subcontractors, 5% of direct labor costs.

Expendables and consumables supplies directly associated with the change in Work must be itemized.

e. **Subcontractor costs:** This is defined as payments Contractor makes to Subcontractors for changed Work performed by Subcontractors of any tier. The Subcontractors' cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.

f. **Allowance for overhead:** This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any change in the Contract Sum. If the Contractor is compensated under Section 7.03D, the amount of such compensation shall be reduced by the amount Contractor is otherwise entitled to under this subsection (f). This allowance shall compensate Contractor for all noncraft labor, temporary construction facilities, field engineering, and schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the

Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the rates below:

- (a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
- (b) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
- (c) Contractor markup for Subcontractor Work: For Contractor, for any work performed by its Subcontractor(s) 6% of the first \$50,000 of the amount due each Subcontractor, and 4% of the remaining amount if any.
- (d) Subcontractor markup for lower tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.
- (e) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B 7a. – e.

g. Allowance for profit: Allowance for profit is an amount to be added to the cost of any change in contract sum, but not to the cost of change in Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:

- (1) Contractor / Subcontractor markup for self-performed Work: For Contractor or Subcontractor of any tier for work performed by their forces, 6% of the cost developed in accordance with Section 7.02B 7a. – e.
- (2) Contractor / Subcontractor markup for Work performed at lower tier: For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 4% of the subcontract cost developed in accordance with Section 7.02B 7a. – h.

h. Insurance and bond premiums: Cost of change in insurance or bond premium: This is defined as:

- (1) Contractor's liability insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and
- (2) Payment and Performance Bond: The cost of the additional premium for Contractor's bond arising directly from the changed Work.

The cost of any change in insurance or bond premium shall be added after overhead and allowance for profit are calculated in accordance with subparagraph f. and g above.

C. Change Order Pricing – Unit Prices

1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:

- a. Scope: Scope of work to be performed;
- b. Reimbursement basis: Type of reimbursement including pre-agreed rates for material quantities; and
- c. Reimbursement limit: Cost limit of reimbursement.

2. Contractor responsibilities: Contractor shall:
 - a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Leave access as appropriate for quantity measurement; and
 - c. Not exceed any cost limit(s) without Owner's prior written approval.
3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs in accordance with paragraph 7.02B and satisfy the following requirements:
 - a. Unit prices must include overhead, profit, bond and insurance premiums: Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead, profit, bond, and insurance costs; and
 - b. Owner verification of quantities: Quantities must be supported by field measurement statements signed by Owner.

D. Change Order Pricing – Time-and-Material Prices

1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:
 - a. Scope: Scope of Work to be performed;
 - b. Reimbursement basis: Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
 - c. Reimbursement limit: Cost limit of reimbursement.
2. Contractor responsibilities: Contractor shall:
 - a. Identify workers assigned: Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Provide daily timesheets: Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within 2 working days for Owner's review.
 - c. Allow Owner to measure quantities: Leave access as appropriate for quantity measurement;
 - d. Perform Work efficiently: Perform all Work in accordance with this section as efficiently as possible; and

- e. Not exceed Owner's cost limit: Not exceed any cost limit(s) without Owner's prior written approval.
- 3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:
 - a. Timesheets: Labor detailed on daily time sheets; and
 - b. Invoices: Invoices for material.

7.03 CHANGE IN THE CONTRACT TIME

- A. Change Order Proposal requests for Contract Time: The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order Proposal.
- B. Time extension permitted if not Contractor's fault: If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.
 - 1. Notice and record keeping for Contract Time request: A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 Days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.
 - 2. Timing and content of Contractor's Notice: Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 - 3. Contractor to provide supplemental information: Within 30 Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

4. **Contractor to proceed with Work as directed:** Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- C. **Contractor to demonstrate impact on critical path of schedule:** Any change in the Contract Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract Time, shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order Proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.
- D. **Cost of change in Contract Time:** Contractor may request compensation for the cost of a change in Contract Time in accordance with this paragraph, 7.03D, subject to the following conditions:
 1. **Must be solely fault of Owner or A/E:** The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E;
 2. **Procedures:** Contractor shall follow the procedure set forth in paragraph 7.03B;
 3. **Demonstrate impact on critical path:** Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 7.03C; and
 4. **Limitations on daily costs:** The daily cost of any change in Contract Time shall be limited to the items below, less the amount of any change in the Contract Sum the Contractor may otherwise be entitled to pursuant to Section 7.02B 7f for any change in the Work that contributed to this change in Contract Time:
 - a. **Non-productive supervision or labor:** cost of nonproductive field supervision or labor extended because of delay;
 - b. **Weekly meetings and indirect activities:** cost of weekly meetings or similar indirect activities extended because of the delay;
 - c. **Temporary facilities or equipment rental:** cost of temporary facilities or equipment rental extended because of the delay;
 - d. **Insurance premiums:** cost of insurance extended because of the delay;
 - e. **Overhead:** general and administrative overhead in an amount to be agreed upon, but not to exceed 3% of the Contract Award Amount divided by the originally specified Contract Time for each Day of the delay.
- E. **Allowance for Time on previously executed Change Orders:** Contractor shall not be allowed to request additional time based on previously approved Change Orders.

PART 8 – CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS PROCEDURE

- A. **Claim is Contractor's remedy:** If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in Section 7.01, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in Section 7.02 or the Contract Time as

provided in Section 7.03, Contractor's only remedy shall be to file a Claim with Owner as provided in this section.

B. **Claim filing deadline for Contractor:** Contractor shall file its Claim within 120 Days from Owner's final offer made in accordance with paragraph 7.01E, or by the date of Final Acceptance, whichever occurs first.

C. **Claim must cover all costs and be documented:** The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:

1. **Factual statement of Claim:** A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
2. **Dates:** The date on which facts arose which gave rise to the Claim;
3. **Owner and A/E employee's knowledgeable about Claim:** The name of each employee of Owner or A/E knowledgeable about the Claim;
4. **Support from Contract Documents:** The specific provisions of the Contract Documents which support the Claim;
5. **Identification of other supporting information:** The identification of any documents and the substance of any oral communications that support the Claim;
6. **Copies of supporting documentation:** Copies of any identified documents, other than the Contract Documents, that support the Claim;
7. **Details on Claim for Contract Time:** If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;
8. **Details on Claim for adjustment of Contract Sum:** If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail as required by Section 7.02; and
9. **Statement certifying Claim:** A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.

D. **Owner's response to Claim filed:** After Contractor has submitted a fully documented Claim that complies with all applicable provisions of Parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:

1. **Response time for Claim less than \$50,000:** If the Claim amount is less than \$50,000, with a decision within 60 Days from the date the Claim is received; or
2. **Response time for Claim of \$50,000 or more:** If the Claim amount is \$50,000 or more, with a decision within 60 Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.

- E. Owner's review of Claim and finality of decision: To assist in the review of Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless Contractor follows the procedure set forth in Section 8.02.
- F. Waiver of Contractor rights for failure to comply with this Section: Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless made in accordance with the requirements of this Section.

8.02 ARBITRATION

- A. Timing of Contractor's demand for arbitration: If Contractor disagrees with Owner's decision rendered in accordance with paragraph 8.01D, Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 Days after the date of Owner's decision on such Claim; failure to demand arbitration within said 30 Day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors.
- B. Filing of Notice for arbitration: Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provided to Owner. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
 1. Claims less than \$30,000: Disputes involving \$30,000 or less shall be conducted in accordance with the Northwest Region Expedited Commercial Arbitration Rules; or
 2. Claims greater than \$30,000: Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
- C. Arbitration is forum for resolving Claims: All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.
- D. Owner may combine Claims into same arbitration: Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration.
- E. Settlement outside of arbitration to be documented in Change Order: If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

8.03 CLAIMS AUDITS

- A. Owner may audit Claims: All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner

access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

B. **Contractor to make documents available:** In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:

1. Daily time sheets and supervisor's daily reports;
2. Collective bargaining agreements;
3. Insurance, welfare, and benefits records;
4. Payroll registers;
5. Earnings records;
6. Payroll tax forms;
7. Material invoices, requisitions, and delivery confirmations;
8. Material cost distribution worksheet;
9. Equipment records (list of company equipment, rates, etc.);
10. Vendors', rental agencies', Subcontractors', and agents' invoices;
11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
12. Subcontractors' and agents' payment certificates;
13. Cancelled checks (payroll and vendors);
14. Job cost report, including monthly totals;
15. Job payroll ledger;
16. Planned resource loading schedules and summaries;
17. General ledger;
18. Cash disbursements journal;
19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work;
20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;

22. All nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;
23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and
24. Work sheets, software, and all other documents used by Contractor to prepare its bid.

C. Contractor to provide facilities for audit and shall cooperate: The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

PART 9 – TERMINATION OF THE WORK

9.01 TERMINATION BY OWNER FOR CAUSE

A. 7 Day Notice to Terminate for Cause: Owner may, upon 7 Days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:

1. Contractor fails to prosecute Work: Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
2. Contractor bankrupt: Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
3. Contractor fails to correct Work: Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
4. Contractor fails to supply workers or materials: Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
5. Contractor failure to pay Subcontractors or labor: Contractor repeatedly fails to promptly pay Subcontractors or for labor and changed Work;
6. Contractor fails to maintain insurance: Contractor fails to maintain current insurance coverage as required in the Contract Documents;
7. Contractor violates laws: Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
8. Contractor in material breach of Contract: Contractor is otherwise in material breach of any provision of the Contract Documents.

B. Owner's actions upon termination: Upon termination, Owner may at its option:

1. Take possession of Project site: Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;

2. Accept assignment of Subcontracts: Accept assignment of subcontracts pursuant to Section 5.20; and
3. Finish the Work: Finish the Work by whatever other reasonable method it deems expedient.

C. Surety's role: Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

D. Contractor's required actions: When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 9.02B, and shall not be entitled to receive further payment until the Work is accepted.

E. Contractor to pay for unfinished Work: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.

F. Contractor and Surety still responsible for Work performed: Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.

G. Conversion of "Termination for Cause" to "Termination for Convenience": If Owner terminate Contractor for cause and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to Section 9.02.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

A. Owner Notice of Termination for Convenience: Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.

B. Contractor response to termination Notice: Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:

1. Cease Work: Stop performing Work on the date and as specified in the notice of termination;
2. No further orders or Subcontracts: Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
3. Cancel orders and Subcontracts: Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
4. Assign orders and Subcontracts to Owner: Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
5. Take action to protect the Work: Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and

6. Continue performance not terminated: Continue performance only to the extent not terminated.

C. Terms of adjustment in Contract Sum if Contract terminated: If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of Part 7.

D. Owner to determine whether to adjust Contract Time: If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10 – MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

Applicable law and venue: The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be in King County, Washington.

10.02 SUCCESSORS AND ASSIGNS

Bound to successors; Assignment of Contract: Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other, except that Contractor may assign the Work for security purposes, to a bank or lending institution authorized to do business in the state of Washington. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

10.03 MEANING OF WORDS

Meaning of words used in Specifications: Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings or required to complete the installation.

10.04 RIGHTS AND REMEDIES

No waiver of rights: No action or failure to act by Owner or A/E shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall action or failure to act constitute approval or an acquiescence in a breach therein, except as may be specifically agreed in writing.

10.05 CONTRACTOR REGISTRATION

Contractor must be registered or licensed: Pursuant to RCW 39.06, Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

10.06 TIME COMPUTATIONS

Computing time: When computing any period of time, the day of the event from which the period of time begins shall be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

10.07 RECORDS RETENTION

Six year records retention period: The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records subject to audit in accordance with Section 8.03, shall be retained for a period of not less than 6 years after the date of Final Acceptance.

10.08 THIRD-PARTY AGREEMENTS

No third party relationships created: The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor; or any persons other than Owner and Contractor.

10.09 ANTITRUST ASSIGNMENT

Contractor assigns overcharge amounts to Owner: Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

10.10 HEADINGS AND CAPTIONS

Headings for convenience only: All headings and captions used in these General Conditions are only for convenience of reference, and shall not be used in any way in connection with the meaning, effect, interpretation, construction, or enforcement of the General Conditions, and do not define the limit or describe the scope or intent of any provision of these General Conditions.

10.11 DIVERSE BUSINESS PARTICIPATION

BCCA encourages participation in all of its contracts by Diverse Businesses as certified under RCW Chapters 39 and 43. A voluntary Diverse Business goal of 26% is also encouraged.

The twenty-six percent is an aggregate of:

- 10% Minority Business Enterprises (MBE),
- 10% Public Works Small Business Enterprises (PWSBE) and
- 6% Women Business Enterprises (WBE),

Contractors are encouraged to meet or exceed the project goals by any level of participation, regardless of category. BCCA reserves the right to adjust the voluntary participation goals.

Businesses are encouraged to register with OMWBE, as well as registering as a state certified Veteran Business.

Every month for the duration of your contract, and while your contract is active the Contractor must submit with their monthly Progress Payment the following information:

1. Payments received by the prime contractor from the Agency.
2. Payments paid to each first-tier subcontractor.
3. Payments paid to each first-tier supplier.

You must also ensure the following information is reported by your first-tier subcontractors and suppliers for the duration of your contract:

1. Confirmation of payments from the prime contractor to the first-tier subcontractor
2. Confirmation of payments from the prime contractor to first-time suppliers.

10.12 APPRENTICE UTILIZATION

A. General Requirements

Pursuant to RCW 39.04.320, all Washington State public works projects estimated at two million dollars (\$2,000,000) or more require a minimum of 15% apprentice participation, unless otherwise modified by the Owner.

- Contractors and subcontractors are not required to be signatories to a collective bargaining agreement (Union) to fulfill this requirement. Washington State recognizes "open-shop" training programs.
- Businesses are encouraged to report any approved training program that falsely claims union membership is a prerequisite for participation to L&I. Note that specific trade-regulated programs (e.g., plumbing, mechanical, electrical, elevator) may have distinct L&I designations.
- Utilization is calculated based on Affidavits of Wages Paid submitted via the L&I Prevailing Wage, Intent and Affidavit (PWIA) portal. Total labor hours are derived from certified payroll (hourly workers) and generally exclude salaried employees or owner-operator hours, including all hours worked by foremen, superintendents, owners, and workers who are not subject to prevailing wage requirements.

B. Incentives and Penalties

The Owner recognizes that apprentice availability, course work requirements, journey-level oversight and similar varies by trade and program. The Contractor shall submit an Apprentice Utilization Plan (AUP) that is proportional and relevant to the specific project work scopes and trade classifications required by the Center Hall Remodel Project.

Incentive	A payment of \$2,500 per-apprentice-utilized will be provided to the Contractor or Subcontractor who meets or exceeds their planned apprentice utilization goal without a "Good Faith Effort" adjustment. This incentive is intended to offset costs for annual apprentice training course registration and course materials.
Penalty	A monetary penalty of \$1,500 will be assessed for every percentage point of shortfall from the 15% of total project hours requirement if the Contractor fails to demonstrate a Good Faith Effort, and does not pursue an Apprentice Utilization Percentage Adjustment and/or the Adjustment is denied). The penalty is capped at the greater of \$30,000 or 1% of the total contract amount.

C. Good Faith Efforts (GFE) and Adjustments to Apprentice Utilization Percentage

If the Contractor or any subcontractor determines they cannot meet their pro-rata share of the 15% requirement, they must provide immediate written notice to the Owner and document to the Owner the

Contractor's Good Faith Efforts to employ registered apprentices on the project. The Contractor must submit a Change Order Proposal and Request for Apprentice Utilization Percentage Adjustment in the form required below. Owner may at Owner's discretion reduce the utilization requirement if it determines that Contractor has demonstrated one or more of the following conditions:

1. A demonstrated lack of available apprentices in the specific geographic area.
2. A lack of available apprentices or approved programs for specific work classifications.
3. A disproportionately high ratio of material costs to labor costs.
4. Other documented circumstances that prevented Contractor's attainment of the apprentice utilization rate identified in the Plan at any subcontracting tier.

D. Documentation Requirements

A Contractor Change Order Proposal, and Request for an Apprentice Utilization Percentage Adjustment, shall be in the form of a letter and must include at a minimum:

- Contract number, title, and a current AUP showing proportional contributions by scope.
- Total apprentice hours attained vs. total project hours.
- A narrative rationale for the apprentice utilization shortfall and supporting documentation (e.g., phone logs, emails, and letters with dates and names of contacts at State-Approved Training Programs).
- Evidence of efforts to solicit apprentices, enroll in established programs, or develop new training paths, and responses received to same.
- Other relevant information.

E. Apprentice participation, under this contract, may be counted towards the required percentage (%) only if the apprentices are registered in an apprenticeship program approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-05).

F. Contractors and Subcontractors are encouraged to contact L&I through the [Apprentice Registration and Tracking System](#) (ARTs) to obtain more information about apprenticeship programs and look up registered apprentices.

G. No changes to the required percentage (%) of apprentice participation shall be allowed without Owner's written approval of the Change Order Proposal and request for Apprentice Utilization Percentage Adjustment. In any request for the change, the Contractor shall clearly demonstrate a good faith effort to comply with the requirements for apprentice participation.

H. Any substantive violation of the mandatory requirements of this part of the contract may be a material breach of the contract by the Contractor. The Owner may withhold payment pursuant to Part 6.05, stop the work for cause pursuant to Part 3.04, and terminate the contract for cause pursuant to Part 9.01.

END OF SECTION

Note: These Modifications to the General Conditions are a part of and are incorporated in the Contract Documents and modify, delete, add, and replace provisions of the General Conditions. Provisions not altered remain in effect. All terms defined elsewhere in the Contract Documents shall have the same meaning in these Modifications to the General Conditions.

DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION: The following new subparagraph 4 is added to Section 3.07 A of the General Conditions:

4. Days allowed and liquidated damage amount: The Work shall be commenced on the effective date specified in the Notice to Proceed and shall be substantially complete within a period not to exceed sixty (60) calendar days. For failure to achieve Substantial Completion of the Work within the time provided, Contractor shall pay Owner **\$5,000 for each** calendar day from the date when Substantial Completion should have been achieved to the date Substantial Completion is actually achieved.

DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION: The following sentence is added to the end of Section 3.07 B (Calculation of Actual Damages) of the General Conditions: "The Contractor must achieve Final Completion within 60 days following the date Substantial Completion is actually achieved."

PREVAILING WAGES: The following new paragraph H and I are added to Section 5.04 of the General Conditions:

- H. Applicable Prevailing Wages: The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Washington State Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is January 5, 2026. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 11100 NE 6th Street, Bellevue, WA 98004. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

ATTACHMENT A – Washington State Prevailing Wage Rates

Applicable Prevailing Wages: The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Washington State Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is January 5, 2026. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 11100 NE 6th Street, Bellevue, WA 98004. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

PUBLIC WORKS PAYMENT BOND
to Bellevue Convention Center Authority Bond No. _____

The Bellevue Convention Center Authority (Authority), located at 11100 NE 6th Street, Bellevue, WA 98004, has awarded to _____ (Principal), a contract for the construction of the project designated _____ as _____, Project

No. _____, in Bellevue, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the Authority, in the sum of _____ US Dollars (\$ _____) Contract Award Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

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

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

PRINCIPAL

Principal Signature

Date:

Printed Name:

Title:

SURETY

Surety Signature

Date:

Printed Name:

Title:

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

Approved as to form:

Signature, Printed Name, Title

Date

PERFORMANCE BOND
to Bellevue Convention Center Authority Bond No. _____

The Bellevue Convention Center Authority (Authority) has awarded to _____ (Principal), a contract for the construction of the project designated as _____, Project No. _____ in Bellevue, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the Authority, in the sum of _____ US Dollars (\$ _____) Contract Award Amount, subject to the provisions herein.

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

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

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

PRINCIPAL

SURETY

Principal Signature _____ Date _____ Surety Signature _____ Date _____

Printed Name _____ Printed Name _____

Title _____ Title _____

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

Approved as to form:

Signature, Printed Name, Title _____ Date _____

Bellevue Convention Center Authority
PUBLIC WORKS CONTRACT

Bellevue Convention Center Authority
Meydenbauer Center – Center Hall Remodel
2026-01

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ATTACHMENT C: Contract
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THIS CONTRACT is made and entered into by and between the Bellevue Convention Center Authority (Owner), located at 11100 NE 6th Street, Bellevue, WA 98004, and _____ a Washington Corporation, (Contractor). Contractor and Owner may hereinafter be referred to as "Parties." This Contract shall be effective on the last date set forth on the signature page. This Contract shall be the agreed basis of performing the Work identified and defined in the Contract Documents.

FIRST: The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc. necessary to perform and complete in a workmanship like manner the Work called for in the Contract Documents for the Project noted above, according to the terms of this Contract and the Contract Documents, which documents are incorporated herein by reference, as if set forth herein in full. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants contained in the Contract Documents.

The Contract Documents shall include the Bids, Completed Bid Sheet, Payment Bond, Performance Bond, Insurance and Retainage Bond as applicable General Conditions for Bellevue Convention Center Authority (last revised December 2025) modifications to General Conditions, this Public Works Contract, and the following Drawings, Specifications, and Addenda:

EXHIBIT A: Scope of Work

BID dated: _____

SECOND: Potential Modification of Scope of Work: As referenced in Exhibit A: Scope of Work and Bid, The results of the system analysis and subsequent determinations made by the City of Bellevue Fire Official may affect the scope of work and costs. Should the Fire Official require a scope of work that varies from the intent of the Contractor's proposal, Bellevue Convention Center Authority reserves the right to proceed with negotiation of the costs for the mandated changes, cancel the project, or re-issue requests for new proposals with the revised scope, as in its best interests. Should cancellation of the project occur, _____ shall be paid in full for all work completed up until the date of cancellation.

THIRD: Time for Completion: The Work to be performed under this Contract shall commence as soon as the Contractor has been officially notified to proceed and shall be substantially complete by MM/DD/YYYY.

The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of \$5,000 for each calendar day thereafter that the Work remains uncompleted, which sum is agreed upon as the liquidated damages, and the Parties agree this sum is not to be construed as in any sense a penalty.

THIRD: The Contractor shall provide and bear all expenses of any sort whatsoever that may be required for constructing and completing the Work provided for in the Contract Documents, except such as are mentioned in the Contract Documents as being the responsibility of the Owner or other parties. Owner hereby agrees to pay the Contractor the Contract Award Amount indicated below, including State Sales Tax, as consideration for the agreements set forth above, including but not limited to, Contractor's completion of all Work, in strict accord with the Contract Documents, as follows:

Base Bid _____ \$

ALTERNATES

Alternate Bid No. _____

Bellevue Convention Center Authority
PUBLIC WORKS CONTRACT

Bellevue Convention Center Authority
Meydenbauer Center – Center Hall Remodel
2026-01

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ATTACHMENT C: Contract
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Alternate Bid No.
Alternate Bid No.
Alternate Bid No.

No liability shall attach to the Owner by reason of entering into this Contract, except as expressly provided herein. The Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

This Contract shall be construed and governed by the laws and statutes of the State of Washington.

If any portion of this Contract is found to be invalid by the Superior Court of King County, such invalidation of such portion shall not invalidate the remaining portions of the Contract, and they shall remain in full force and effect as written.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract by having their authorized representatives affix their signatures below.

OWNER:
Bellevue Convention Center Authority

CONTRACTOR:

By: _____
Signature _____ Date _____

By: _____ Signature _____ Date _____

Name: _____
Title: BCCA Chairman

Name: _____
Title: _____