PROJECT MANUAL

NEW POLICE HEADQUARTERS

for

City of Long Beach, Washington

104 3rd St NW
Long Beach, WA 98631

November 22, 2019

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PART I – BIDDING INFORMATION

ADVERTISEMENT FOR BIDS

CITY OF LONG BEACH
PUBLIC WORKS PROJECT

The City of Long Beach is releasing a Small Public Works Project (**"PREVAILING WAGES SHALL BE PAID").** As a Contractor on the City Small Works Roster, you are invited to bid on this project.

PROJECT NAME	City of Long Beach Police Headquarters
BID NUMBER	2019-01
RELEASE DATE	November 15, 2019

BRIEF SCOPE OF WORK	The work is located at 104 3rd St NW, a corner lot located at Ocean Beach Blvd and 3rd St NW, within the City of Long Beach, Washington. The work consists of renovation of an existing building; addition of 3000 square feet of garage and usable space; minor utility work.

PROJECT ESTIMATE		
	Renovation of Existing Building	$230,400.00
	New Addition	$303,459.83
	TAX RATE 8.3%	$44,310.37
	Total	$578,170.20

SEALED BID DUE DATE & TIME	3:00 PM December 13, 2019
	At this day and time sealed bids are publicly opened, read and tabulated for submission to the City Council at a future council meeting. Sealed bids shall be labeled "New Police Headquarters", completed, filed, delivered and received at Long Beach City Hall, located at 115 Bolstad Ave W, Long Beach, WA 98631
LATE BIDS RECEIVED	No bids will be considered if received after 3:00 PM on Dec 13, 2019

BID BOND REQUIRED: Each bid shall be accompanied by a bid bond in the form of cash, certified check, cashier's check or surety bond in an amount equal to at least 5% of the amount of such bid. Checks shall be made payable to the City of Long Beach. Should the successful bidder fail to enter into a contract and furnish a satisfactory performance and payment bond within the time stated in the specifications, the bid bond shall be forfeited to the City of Long Beach.

Any bidder determined to be not responsible based on these supplemental criteria may appeal the City's determination by providing additional information to the City within two (2) business days following receipt of the City's written determination that the bidder was determined not responsible.

The City of Long Beach reserves the right to reject any and all bids and to waive irregularities and informalities in the bidding process. No bidder may withdraw their bid for a period of sixty (60) days after the date and time set for the opening thereof.

The successful bidder must comply with the City of Long Beach equal opportunity requirements. The City of Long Beach is committed to a program of equal employment opportunity regardless of race, color, creed, religion, gender, age, national origin, pregnancy, genetic information, marital status, sexual orientation (including gender identity), or the presence of any sensory, physical, or mental disability.

The City of Long Beach is also committed to complying with Title VI of the Civil Rights Act of 1964, that provides "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

BIDDER'S CHECKLIST

BIDDER'S RESPONSIBILITY STATEMENT

1. It is the responsibility of each bidder to ascertain if all the documents listed on the attached index are included in their copy of the bid specifications.

    a. If documents are missing, it is the sole responsibility of the bidder to contact the owner to obtain the missing documents prior to bid opening time.

2. All bidders shall familiarize themselves with all necessary permits, fees, codes, approvals, inspection procedures, city of Long Beach development standards and related requirements. Conformance with these requirements shall be included in the contract bid. All required permits will be acquired and paid for by the City of Long Beach.

BIDDER'S FORMS CHECKLIST

1. **The following documents must be completely filled out, signed and where required, notarized, for the Bid Proposal to be complete.**

I. BID PROPOSAL FORM - The bid price must be shown in the space provided. Show price in both words and figures to be filled in and signed by bidder.

II. SCHEDULE A FORM –Non-taxable Items per WAC 458-20-171 (Rule 171). Show all items, all extensions and the total amount bid for all non-taxable items. The Contractor shall determine the correct amount of sales tax to be included as part of the City's obligation for WSST and or the Bidder's obligation for use tax resulting from WAC 458-20-171 (see CITY OF LONG BEACH STANDARD PROVISIONS).

III. BID BOND FORM - This form is to be executed by the bidder and Surety Company unless bid is accompanied by a certified check. The amount of this bond shall be no less than five percent (5%) of the total amount of the bid, and may be shown in dollars or on a percentage basis. Bid proposals not containing a bid bond will not be considered.

IV. NON-COLLUSION CERTIFICATE - Must be subscribed to and sworn before a Notary Public (see CITY OF LONG BEACH STANDARD PROVISIONS).

V. BIDDERS QUALIFICATION CERTIFICATE - To be filled in and signed by each bidder. Similar information will be required for each of the subcontractors of the successful bidder (see CITY OF LONG BEACH STANDARD PROVISIONS).

VI. SUBCONTRACTOR LIST

2. **The following forms are to be completed after the Contract is awarded by the successful bidder:**

I. AGREEMENT – Form supplied by the City of Long Beach, to be completed by the successful bidder.

II. PERFORMANCE & PAYMENT BOND – Form supplied by the City of Long Beach, to be completed by the successful bidder and his/her Surety Company.

III. CONTRACTOR'S RETAINAGE AGREEMENT - Forms supplied by the City of Long Beach Department of Finance, Purchasing Division.

IV. STATEMENT OF INTENT TO PAY PREVAILING WAGES (see CITY OF LONG BEACH STANDARD PROVISIONS).

V. LIST OF SUB- CONTRACTORS, IF ANY - Letter to Owner on General Contractor's letterhead (see GENERAL CONDITIONS, ARTICLE 26 SUBCONTRACTS).

VI. CERTIFICATE OF INSURANCE, GENERAL LIABILITY and AUTOMOBILE LIABILITY endorsement forms (supplied by Contractor's insurance company), see CITY OF LONG BEACH STANDARD PROVISIONS and APPENDIX B for Insurance requirements.

VII. SCHEDULE OF VALUES (see GENERAL CONDITIONS, ARTICLE 44).

VIII. PROJECT SCHEDULE (see GENERAL CONDITIONS, ARTICLE 43).

END, CHECKLIST

BID FORMS

BID PROPOSAL FORM

All bidders must complete and submit this form

TO:	City of Long Beach; Police Station Bid
BID NUMBER:	
CONTRACTOR:	
CONTRACTOR LICENSE #:	
BUSINESS LICENSE / UBI #:	
PROJECT:	Long Beach Police Headquarters
PROJECT ADDRESS:	104 3rd St NW
DATE SUBMITTED:	
ADDENDA ATTACHED:	

Pursuant to and in compliance with your Invitation for Bids and all other documents relating thereto, the undersigned hereby certifies that he/she has examined the location for the construction of the City of Long Beach in Long Beach, Washington, and that he/she has read and thoroughly understands the terms of the contract and the cost to complete work at the place where the work is to be done, and that he/she proposes and agrees to perform the contract, within the time stipulated, including all of its component parts, and to provide and furnish any and all labor, materials, tools, expendable equipment, affidavits of prevailing wages paid, utility and transportation services necessary to perform the complete contract, in a workmanlike manner, complete and in place, as required by and in strict conformance with the Standard Specifications, Addenda and Plans, all for the following rates and lump sum prices below:

BASE BID ITEMS *(Do not include Additive Alternate Bid Items)*	
SHOW AMOUNT IN WORDS HERE	*SHOW AMOUNT IN NUMERALS HERE*
Taxable Items Total	**Total Taxable Items**
Note: fill in "zero" if not applicable	
Non-Taxable Items per WAC 458-20-171 (Rule 171)	**Total Non-Taxable Items**

Force Account (5% of both Taxable & Non Taxable Items [No Tax]**)**	**Total Force Account**
Washington State Sales Tax (8.3% of *Taxable Items Only)*	**Total Sales Tax**
BASE BID TOTAL (Taxable+ Non-Taxable + Force Acct. + WSST)	**TOTAL BASE BID**

BASE BID ITEM DESCRIPTION		**TOTAL AMOUNT** *Show Amount in Numerals*
1	Renovation of existing 1,536 Square Feet structure	**$**
2	Addition of 2830 Square Feet to existing structure	**$**
TOTAL ITEMS (*Include on of BID PROPOSAL FORM)*		**$**

TIME FOR COMPLETION

The Contractor agrees to perform the complete contract work as specified for final completion, including corrections, finish, and cleanup within the identified windows provided by the permits, beginning on the date given in the Notice to Proceed by the City Administrator of the City of Long Beach. Substantial completion shall be within the identified windows provided by the permits beginning on the date given in the Notice to Proceed. Time for completion includes 15 weather-related delay days through the established final completion date. *See GENERAL CONDITIONS, ARTICLE 14, DELAYS AND EXTENSION OF TIME, and CITY OF LONG BEACH STANDARD PROVISIONS: WORKING DAYS AND CITY HOLIDAYS, WORKING HOURS-CONSTRUCTION NOISE, TIME FOR COMPLETION, and DELAY DAMAGES.*

CONTRACT

The Proposal/Agreement, together with a Project Schedule chart, Contract Documents, Standard Specifications, Addenda and Plans, when endorsed by the City Administrator of the City of Long Beach, Washington or his designee, shall become a Contract binding on both parties thereto, whereby the Contractor agrees to perform the complete contract work, as specified, and the City of Long Beach agrees to make payments to the Contractor, as specified for said completed and accepted work.

MOBILIZATION

Mobilization shall be included in the Base Bid and shall consist of preparatory work and operations performed by the Contractor, including, but not limited to those necessary for the movement of his/her personnel, equipment, supplies, and incidentals to the project site; for the establishment of his/her office, buildings, and other facilities necessary for work on the project; premiums on bonds and insurance for the project; and for other work and operations which he/she must perform or costs he/she must incur before beginning production work on the various items on the project site.

DECLARATION:
By signing and submitting a bid, the above listed Construction Company hereby submit this bid for the purpose of improving the above described property.

I, the undersigned Contractor, have carefully examined the Project Manual entitled Police Headquarters, and the drawings similarly entitled, as well as the premises and conditions affecting the Work, along with the addenda. I have read and understand the Instructions to Bidder. I understand the character and extent of the work to be done and propose to furnish all labor, materials, permits, equipment, bonds and insurance to accomplish all work described in the Proposed

Scope of Work and in accordance with the Instructions to Bidder, and the Construction Contract documents. All work will be performed in a substantial and workmanlike manner in accordance with the project specifications

CONTRACTOR:

ADDRESS:

TELEPHONE:

EMAIL:

FEDERAL TAX ID #

WA STATE TAX / UBI #

LONG BEACH BUSINESS LICENSE #:

WA STATE CONTRACTOR LICENSE #:

WA EMPLOYMENT SECURITY DEPT. #

ATTEST: (If Corporation) By:

(Signature)

Title:

Witness:

(If Individual or Partnership)

ALL BIDDERS MUST SIGN THE PROPOSAL IN THE SPACE PROVIDED ABOVE

The successful bidder shall execute and furnish the attached Performance & Payment Bond (no substitution allowed) within ten (10) working days after the date of award of contract unless written extension is granted by the Administrator of the City of Long Beach.

END, BID PROPOSAL FORM

SCHEDULE A – NON-TAXABLE ITEMS

All bidders must complete and submit this form

BID NO:
PROJECT:

PROJECT ADDRESS:

DATE:

The work included in the Contract will cover all that is necessary for the complete design and proper installation at said Police facility. Included as part of this Bid Proposal, the Contractor shall determine the correct amount of sales tax to be included as part of the City's obligation for WSST and/or the Bidder's obligation for use tax resulting from WAC 458-20-171 (Rule 171), Retail Sales Tax Exemption.

See the State Department of Revenue, 360.753.7782, for any definitions, concerns, or clarifications of Rule 171, as it relates to the project.

SCHEDULE A: WAC NON-TAXABLE ITEMS

NOTE: ***Lump Sum Prices for the complete installed item must be shown. Show prices in figures. All entries must be typed or entered in ink.***

ITEM DESCRIPTION		**TOTAL AMOUNT** *Show Amount in Numerals*
1	ADD ITEM DESCRIPTION	**$____**
2	ADD ITEM DESCRIPTION	**$____**
3	ADD ITEM DESCRIPTION	**$____**
4	ADD ITEM DESCRIPTION	**$____**
5	ADD ITEM DESCRIPTION	**$____**
TOTAL NON-TAXABLE ITEMS ***(Include on of BID PROPOSAL FORM)***		**$____**

END, SCHEDULE A

BID BOND FORM

• City of Long Beach Police Headquarters •

Herewith find deposit in the form of a certified or cashier's check in the amount of $_____ which amount is not less than five percent (5%) of the total bid.

_____
(Signature)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT we _____
as Principal and _____
as Surety, are held and firmly bound unto the City of Long Beach, Washington, as Obligee in the penal sum of _____dollars, for the payment of which the Principal and the Surety binds themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.
The condition of the obligation is such that if the Obligee shall make any award to the Principal for,

_____

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

SIGNED, SEALED and DATED THIS _____ day of _____, 20 _____

Principal

Surety	
Local Surety Address	
	Return of Deposit in the amount of
	$
Surety Phone No.	Date:
Surety Fax No.	By:

END, BID BOND FORM

CITY OF LONG BEACH NON-COLLUSION CERTIFICATE

STATE OF _____)
) ss.
COUNTY OF _____)

The undersigned, being duly sworn, deposes and says that the person, firm association, co-partnership or corporation herein named, has not either directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City of Long Beach for consideration in the award of a contract on the improvement described as follows.

City of Long Beach Police Headquarters

_____
(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

Sworn to before me this _____ day of _____, 20_____.

_____

Notary Public

CORPORATE SEAL

END, NON-COLLUSION CERTIFICATE

BIDDER'S QUALIFICATION CERTIFICATE
City of Long Beach Police Headquarters

The undersigned hereby certifies and submits the following qualifications:

1. Name and Address

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

3. Which State was the business entity formed:

4. State of Washington Registration UBI # Expires:
   mo /day / yr

5 Number of years in contracting business under present name:

6. City of Long Beach Business License #: (required prior to start of contract).

7. Federal Tax ID #:

8 State of Washington Contractor's License #:

9. Particular types of construction work performed by your company:

10. List several recent construction projects performed:

Amount	Type	Owner	Name	Phone

11. Gross amount of contracts now in hand

$

12. Bank Reference(s):

Name	Address	Account Type

13. Choose one of the following:

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

14. Choose one of the following:

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

15. Choose one of the following:

- ❑ Bidder's Washington State Department of Revenue registration is: ___
- ❑ Bidder is not required to register with the Washington State Department of Revenue pursuant to Title 82 RCW:

16. Bidder is not disqualified from bidding on any public works contact under RCW 39.06.010 or under RCW 36.12.065.

17. For public works projects entered into from September 1, 2016 through December 31, 2019 and estimated to cost over $1 million Bidder must not have violated the "Off-Site Prefabricated Non-Standard Project Specific Items" reporting requirements more than one time as determined by the Department of Labor and Industries, per RCW 39.04.350.

RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS

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

18.

A nonresident contractor form 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 work contracts.
b) At the time of bidding on a public works project, does not have a physical office located in Washington.

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

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

This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

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

Dated this day of , 20

at (City), Washington.

By:

Authorized Signature

Printed Name

END, BIDDER'S QUALIFICATION CERTIFICATE

SUBCONTRACTOR LIST

Every invitation to bid on a contract that is expected to cost one million dollars or more shall require each bidder to submit as part of the bid, or within one hour after the published bid submittal time, 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, or to name itself for the work. The bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate.

Failure of the bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the bidder's bid non-responsive and, therefore, void. The requirement of this section to name the bidder's proposed heating, ventilation and air conditioning, plumbing, and electrical subcontractors applies only to proposed heating, ventilation and air conditioning, plumbing, and electrical subcontractors who will contract directly with the general contractor submitting the bid to the public entity. This form is prepared in compliance with RCW 39.30.060 as amended. Bidder may provide additional pages if necessary.

City of Long Beach Police Headquarters

Subcontractor Name: _____

Work Category: _____

_____

Subcontractor Name: _____

Work Category: _____

_____

Subcontractor Name: _____

Work Category: _____

_____

Subcontractor Name: _____

Work Category: _____

_____

Subcontractor Name:

Work Category:

Subcontractor Name:

Work Category:

Contractor:

Work Category to be Performed by the Contractor:

NOTE: Attach additional sheets as necessary

END, SUBCONTRACTOR LIST

FORMS

AGREEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

THIS AGREEMENT, AND CONTRACT, made and entered into in Long Beach, Washington, this

_____ Day of _____, 20_____, by the City of Long Beach, Washington, a corporation, hereinafter designated as the "OWNER" and, _____, hereinafter designated as the "Contractor"

WITNESSETH:
That WHEREAS the Owner has heretofore caused to be prepared certain Conditions for the Construction of City of Long Beach Police Headquarters, and the Contractor did on the _____ day of _____, 20_____, filed with the Owner a proposal to construct the said development agreed to accept as payment therefore the sum of $_____ for the Base Bid and Alternate (s) _____, (not including Washington State Sales Tax) fully stated and set forth in the proposal, and Washington State Sales Tax for this Contract is$_____, and

WHEREAS, the said Contract Documents fully and accurately described the terms and conditions upon which the Contractor proposes to furnish said design services, equipment, labor, materials, and appurtenances and perform said work, together with the manner and time of furnishing same;

IT IS THEREFORE AGREED, first, that a copy of said specifications and other Contract Documents filed with the Owner, as aforesaid, do, in all particulars, become a part of the Agreement and Contract by and between the parties hereto in all manners and things therein set forth and described; and further, that the Owner and the Contractor hereby accept and agree to the terms and conditions of said Contract Documents as filed as completely as if said terms and conditions and plans were herein set out in full.

IN FAITH WHEREOF, witness the hands and seals of both parties hereto on the day and year in this Agreement first above written.

CITY OF LONG BEACH	Approved as to form:
By:	By:
Title:	Attorney for the City of Long Beach

CONTRACTOR

By:

Title:

Address:

END, AGREEMENT

CONTRACT, BOND AND INSURANCE:

Should the undersigned be notified in writing of the acceptance of this bid within 20 days after the time set for opening bids, he/she agrees to execute a contract in the form included in the Bidding Documents for the above work, for a compensation computed from the above sums, and to furnish insurance certificate and bond as required by the Contract Documents.

BID SECURITY:
Each bid shall be accompanied by a bid security equal to five percent of the base bid plus all alternatives (if applicable). The bid security shall constitute a pledge that the bidder will enter into the Contract with the City of Long Beach in the form provided, within seven (7) days from delivery of the Contract for execution, and on the terms stated in its bid and will furnish in a timely manner all documents required in the Contract documents. Should the bidder fail or refuse to enter into the Contract or fail to furnish such documents, the amount of the bid security shall be forfeited to the City of Long Beach as liquidated damages, not as a penalty.

The bid security shall be in the form of a certified or bank's cashier's check payable to the City of Long Beach, or a bid bond executed by a bonding company licensed in the State of Washington on a Public Works Bond or equivalent form.

The City of Long Beach will have the right to retain the bid security of bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or
(b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

ADDENDA:
Receipt of the following Addenda to the Contract Documents is hereby acknowledged:

Addendum No. Date_____ Date _____ Date _____
Addendum No.
Addendum No.

BIDDER'S STATUS:

If Bidder is a corporation, write the state of incorporation and, if partnership, give full names and addresses of all partners below:

_____
_____
_____
_____
_____
_____

END, CONTRACT, BOND AND INSURANCE

NOTE: THIS FORM MUST BE USED. NO SUBSTITUTE IS ACCEPTABLE.

PERFORMANCE BOND

(Statutory)

KNOW ALL MEN BY THESE PRESENTS: that whereas the City of Long Beach ("City"), Pacific County, Washington has awarded to

VENDOR NAME

_____

the Principal (hereinafter designated as the "Contractor"), a contract for work, which contract consists of the Proposal/Agreement, together with the Contract Documents, Specifications, Special Provisions, Addenda and Plans, together with any duly authorized amendments, all as made a part hereof (collectively the "Contract"), and sometimes identified by

City of Long Beach Police Headquarters

and whereas the Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract:

NOW, THEREFORE, we the Contractor and _____ ("Surety") a Corporation organized and existing under and by virtue of the laws of the State of _____ , and duly authorized to do business in the State of Washington as surety, NAIC Code # _____; WAOIC/CIC Code # _____ are held and firmly bound unto the City of Long Beach in the sum of $ _____ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

1. **THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and promptly and faithfully perform each and every covenant, condition, and provision of the Contract and this Performance Bond, then and only then shall this obligation become null and void, otherwise it shall be and remain in full force and effect;
2. Whenever the Contractor shall be and declared by the City to be in default under the Contract, the Surety shall promptly remedy the default in a manner acceptable to the City. Provided, however, the City shall at all times have the right to continue the Contract in effect and complete the Contract or cause the Contract to be completed, and to sue for damages, such damages to include but not be limited to engineering/design costs resulting from the Contractor's default, construction costs, development fees, and reasonable attorneys' fees and costs; and
3. In addition to the indemnification provided by Contractor in the Contract, the Contractor and the Surety shall defend, indemnify and save harmless the City, its employees, officials, officers and agents, from any claim, suit, lien, damage, cost, or expense, including attorney fees and costs arising out of (1) Contractor's acts or omissions; (2) defects appearing or developing in the material or workmanship provided or performed under the Contract within a period of one year after Acceptance thereof by the City; and
4. The Contractor and Surety shall, jointly and severally, be liable for the City's reasonable costs and attorneys' fees expended in enforcing the provisions of this Bond; and

5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or the work. 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; and
6. Any provision of this Bond conflicting with statutory or legal requirements shall be deemed deleted and provisions conforming to such statutory or legal requirements shall be deemed incorporated.

IN WITNESS THEREOF, the Contractor and the Surety caused this Bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers, this_____day of _____, 20 _.

PRINCIPAL:	**SURETY:**
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Address:	Address:
Email:	Email:
Phone:	Phone:
Fax:	Fax:
Provide Notarization for Principal Below	*Provide Local Address of Surety and Attach Notarized Power of Attorney for Surety*

State of Washington, County of _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as

The _____ day of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Notary Seal or Stamp for Principal)

Dated:

Signature of Notary Public

Printed Name:

My appointment expires:

A POWER OF ATTORNEY MUST BE PROVIDED WHICH APPOINTS THE SURETY'S TRUE AND LAWFUL ATTORNEY-IN-FACT TO MAKE, EXECUTE, SEAL, AND DELIVER THIS BOND.

Address and Phone Number of local office and agent of Surety Company is:

Approved as to Form: _____, Attorney for the City of Long Beach

END, PERFORMANCE BOND

NOTE: THIS FORM MUST BE USED. NO SUBSTITUTE IS ACCEPTABLE.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that whereas the City of Long Beach ("City"), Pacific County, Washington has awarded to

VENDOR NAME

_____

the Principal (hereinafter designated as the "Contractor"), a contract for work, which contract consists of the Proposal/Agreement, together with the Contract Documents, Specifications, Special Provisions, Addenda and Plans, together with any duly authorized amendments, all as made a part hereof (collectively the "Contract"), and sometimes identified by

City of Long Beach New Police Headquarters
BID #19-02

and whereas the Contractor is required under the terms of the Contract to furnish a payment bond in accordance with RCW 39.08 and RCW 60.28, for the faithful and timely payment of the Contract:
NOW, THEREFORE, we the Contractor
And _____ ("Surety") a Corporation organized and existing under and by virtue of the laws of the State of _____, and; duly authorized to do business in the State of Washington as surety, NAIC Code # _____ : WAIOC/CIC Code # _____ are held and firmly bound unto the City of Long Beach in the sum of $_____ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

1. **THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and promptly and faithfully perform each and every covenant, condition and provision of the Contract and this Payment Bond, then and only then shall this obligation become null and void; otherwise it shall be and remain in full force and effect; and
2. The Contractor shall faithfully and promptly pay, in accordance with RCW Titles 60.28, 39.08, and 39.12, the sums due to all laborers, mechanics, subcontractors and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work under the Contract; and
3. The Contractor shall faithfully and promptly pay all taxes, if any, incurred on or related to the Contract under RCW Titles 50 and 51 and any and all taxes imposed on the Contractor under RCW Title 82 or any other law; and
4. The Contractor and Surety, jointly and severally, shall defend, indemnify, and save harmless the City, its employees, officials, officers and agents from any damage, tax, penalty, interest, cost, fee, expense, including attorneys' fees, arising out of claims, demands, liens, or suits by any person or entity seeking payment for any of the above-described payments or any other payment required by law or the Contract; and

5. The Contractor and Surety shall, jointly and severally, be liable for the City's reasonable costs and attorneys' fees expended in enforcing the provisions of this Bond; and
6. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any way affect its obligations on this Bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or the work. 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.
7. Any provision of this Bond conflicting with statutory or legal requirements shall be deemed deleted and provisions conforming to such statutory or legal requirements shall be deemed incorporated.

IN WITNESS THEREOF, the Contractor and the Surety caused this Bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers, this _____ day of _____, 20 _____.

PRINCIPAL:	**SURETY:**
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Address:	Address:
Email:	Email:
Phone:	Phone:
Fax:	Fax:
Provide Notarization for Principal Below	*Provide Local Address of Surety and Attach Notarized*

State of Washington, County of _____

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

(Notary Seal or Stamp for Principal)

Dated: _____

Signature of Notary Public _____

Printed Name:

My appointment expires:

A POWER OF ATTORNEY MUST BE PROVIDED WHICH APPOINTS THE SURETY'S TRUE AND LAWFUL ATTORNEY-IN-FACT TO MAKE, EXECUTE, SEAL, AND DELIVER THIS BOND.

Address and Phone Number of local office and agent of Surety Company is:

_____

_____

_____

_____

Approved as to Form: _____, Attorney for the City of Long Beach

END, PAYMENT BOND

CONTRACTOR'S STATEMENT OF RESPONSIBILITY

PROJECT: City of Long Beach New Police Headquarters

Per the International Building Code 1705.3 – Each contractor responsible for the construction of a seismic-force resisting system, designated seismic system, or component listed in the quality assurance plan shall submit a written contractor's statement of responsibility to the building official and to the owner prior to the commencement of work on the system or component. The contractor's statement of responsibility shall contain the following:

1. Acknowledge awareness of special requirements contained in the quality assurance plan.
2. Acknowledgement that control will be exercised to obtain conformance with the construction documents approved by the building official.
3. Procedures for exercising control with the contractor's organization, the method and frequency of reporting and the distribution of the reports.
4. Identification and qualifications of the person(s) exercising such control and their position(s) in the organization.

I, _____, acknowledge awareness of project specific requirements within the construction documents to meet quality assurance plans and further acknowledge that control will be exercised to obtain conformance with the construction documents approved by the building official.

Procedures for exercising control within _____ will include immediate reporting of any unforeseen or hidden conditions that differ from the construction documents, or adversely affect safe construction quality standards such as seismic systems. Immediate action will be taken to resolve construction conformance issues. Reporting distribution will occur daily/weekly as appropriate and include as appropriate: On-site Project Superintendent to Principal, Owner's representative, Architect, Engineers (Civil, Structural, Electrical, Mechanical, etc.), Third party testing agencies, major subcontractors and Code Inspection Authorities.

Person(s) Exercising Control	Qualification	Position

Principal: Date:

Contractor Signature

Title:

END, CONTRACTOR'S STATEMENT OF RESPONSIBILITY

CONTRACTOR'S RETAINAGE AGREEMENT

RETAINAGE REQUIREMENTS

RETAINAGE AGREEMENT FORM is attached: Contractor has the legal right to choose where the retainage shall be held and has four options to choose from. Please select one option, fill out the appropriate forms and return with the contract documents to the City.

RCW 60.28.051: Retained funds are held until released by the City of Long Beach upon compliance with all other City, State and Federal requirements. Long Beach notifies the State Department of Revenue, Employment Security and L&I upon final acceptance of contracts above $35,000 (including tax). Long Beach shall not release retainage until it has received a release notice from Department of Revenue, L&I and Employment Security.

RCW 60.28.011 requires that the City of Long Beach shall also observe a forty-five (45) day wait period after date of acceptance, before release of retainage, to allow a reasonable period of public notification for any liens or claims. RCW 60.28.011 states that public improvement contracts shall provide, and public bodies shall reserve, Contract Retainage not to exceed five percent of the moneys earned by the Contractor as a trust fund for the protection and payment of: As of July 26, 2009 the new order of priority of claims against retainage are:

a. Workers not paid prevailing wages
b. DOR for taxes due on public works projects
c. DOR for taxes due on other projects
d. ESD and L&I for taxes due on public works projects
e. Subcontractors and suppliers
f. Other taxes due (ESD, L&I, DOR, IRS, etc.)
g. Owner

At the option of the Contractor, the moneys reserved shall be:

- Retained in a non-interest bearing fund by Long Beach.
- Escrow Account: When moneys are placed in escrow with a bank or trust company, Long Beach shall issue a check representing the sum of moneys reserved payable to the bank or trust company. Interest shall be paid to the Contractor; an interest bearing account in a bank, mutual savings bank, or savings and loan association:
- The moneys deposited in this account may be used by the bank to purchase as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by Long Beach. Below is a list of such bonds or other securities approved by Long Beach.

    a. Bills, certificates, notes, or bonds of the United States;

b. Other obligations of the United States or its agencies;

c. Obligations of any corporation wholly owned by the government of the United States;

d. Indebtedness of the Federal National Mortgage Association;

e. Time of deposits in commercial banks;

f. Money market deposits in commercial banks.

Interest on moneys reserved under the provision of a public improvement Contract shall be paid to the Contractor; or,

- Retainage Bond in lieu of retainage in a form acceptable to Long Beach.

City of Long Beach Public Works Retainage Agreement

Identification and Description:	
Project Title: City of Long Beach Police Headquarters	Department: Police
Bid Number:	Project Manager:
Contractor Name:	Funding Source:
Council Award Date:	PO Number:
Estimated Completion Date:	CCR #:

Contractor's Instructions:

Pursuant to RCW 60.28.011 I hereby notify the City of Long Beach of my instructions to withhold retainage under the terms of this contract. The final disposition of the contract retainage will be made in accordance with applicable statutes.

1. ☐ To invest

   ☐ Escrow (City-provided forms)

   ☐ Other Interest-Bearing Account (City-provided forms)

2. ☐ Not to invest

   ☐ City of Long Beach

   ☐ Retainage Bond (City-provided forms)

Retainage Formula:

In accordance with applicable State Statutes, the following provisions will be made for the disposition of the retainage help for investment:

1. All investments selected are subject to City approval.

2. Retainage under this agreement will be held in escrow by

The terms of which are specified by separate escrow agreement. The cost of the investment program is to be borne entirely by the contractor.

Contractor:	City of Long Beach Finance Department:
Signature:	Approval of Investment Program and Retainage Agreement
Title:	Signature:
Date:	
Address:	Date:
Phone:	
Fed ID #	

END, CONTRACTOR'S RETAINAGE AGREEMENT

STANDARD PLANS AND SPECIFICATIONS

PART 1 CODES AND STANDARDS

This project is to be designed, built and constructed in accordance with the following standards:

I. All construction shall be in accordance with the Washington Administrative Code (WAC Title 51 – Department of Building Code Council) International Building Codes - Latest Edition, Standard Specifications for Municipal Public Works Construction - Latest Edition, prepared by the Washington State Chapter, American Public Works Association and the State of Washington Standard Specifications for Road & Bridge Construction - Latest Edition, and Long Beach City Code (LBCC) – Latest Edition.

II. Any material specified by reference to the number, symbol or title of a specific standard, such as Commercial Standard, Federal Specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications.

III. All applicable State laws, Municipal Ordinances, safety requirements, rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

PART 2 AMENDMENT AND SPECIAL PROVISIONS

The hereinafter-contained Amendments and Special Provisions to the Standards Specifications are hereby made a part of this Contract and supersede any conflict in provisions of the Standard Specifications. For informational purposes, the date following each title of the amendments indicates the implementation date of the amendment or the latest date of revision.

I. NUMBER OF SPECIFIED ITEMS REQUIRED

a. Whenever in these specifications, an article, device or piece of equipment is referred to in the singular number, such reference applies to all and as many such articles as are shown on the drawings or required to complete the installation.

II. SPECIFICATION OF MANUFACTURER

a. Wherever in these Specifications an article, device or piece of equipment is referred to by Manufacturer Model Number, Serial Number or Manufacturer's standard product indication, the specification of that article, device or piece of equipment shall hereby be considered to be included within these Specifications. For purposes of substitution, such specification will be deemed the basis for the Owner's decision for substitution approval or disapproval.

III. DIMENSIONS AND MEASUREMENTS

a. Contractor shall check all dimensions in the field and verify them with respect to adjacent or incorporated work. Dimensions govern. Do not scale drawings unless otherwise indicated.

IV. FORMAT OF THESE SPECIFICATIONS

a. The following specifications for the greater part, are of the abbreviated type and frequently include incomplete sentences. Omission of words such as "the Contractor," "shall be," "as noted on the drawings," "a," "an," "the," "shall," are implied in the same manner as they are in a note on the drawings.

V. ORGANIZATION OF SPECIFICATIONS

a. Division of these specifications is for convenience only, and does not imply that the Owner or his/her Representative is attempting to define the limits of any subcontract. Coordination and definition of subcontractor responsibility is entirely the responsibility of the Contractor.
b. All sections of Part 1, Bidding Information, Contract Requirements, City of Long Beach Standard Provisions and General Conditions, of these specifications shall be a part of all Technical Divisions and Sections the same as if specifically called for in each section.
c. Division and paragraph numbers, as listed in the "Table of Contents" of the specification book and the items of work included under the headings generally conform with the "Uniform Construction Index" of the Construction Specification Institute. Numbering of paragraphs and divisions, and trade headings are merely for convenience and identification and may not be consecutive.
d. Where conflicting information as to specifications is found in the "Standard Specifications" and "Plans and Specifications", the Plans shall hold over the "Standard Specifications" and the General and Technical Specifications shall hold over both Plans and "Standard Specifications."

PART 3 DEFINITIONS AND ABBREVIATIONS

I. "ASTM" shall mean specifications, standards, and methods of test issued by the American Society for Testing Materials, 1916 Race Street, Philadelphia, Pennsylvania.

II. "Federal Specifications" shall mean "United States Federal Specification" prepared by the Federal Services Administration and distributed by the Superintendent of Documents, Government Printing Office, Washington, D.C.

III. Commercial Standard" and "Simplified Practice Recommendation" shall mean those publications recording voluntary standards and practices of various trades made available by the United States Department of Commerce and distributed by the Superintendent of Documents, Government Printing, Washington, D.C.

IV. "ACI Building Code" shall mean Building Code requirements for Reinforced Concrete (ACI 318-63) issued by the American Concrete Institute, Detroit, Michigan.

STANDARD ABBREVIATIONS

Reference to a technical society, institution, association or government authority is made in the specifications in accordance with the following abbreviations:

AAMA	Architectural Aluminum Manufacturers Association
AAN	American Association of Nurserymen
AASHO	American Association of Safe Highway Officials
ACI	American Concrete Institute
AGA	American Gas Association
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel construction
AISI	American Iron and Steel Institute
ALS	American Lumber Standards
AMCA	American Moving and Conditioning Association
APA	American Plywood Association

APWA	American Public Works Association
ARIB	Asphalt Roofing Industry Bureau
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ATI	Asphalt Tile Institute
AWI	American Woodwork Institute
AWPA	American Wood-Preservers Association
AWPI	American Wood-Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard, U.S. Dept. of Commerce
CSI	Construction Specifications Institute
FGJA	Flat Glass Jobbers Association
FGMA	Flat Glass Marketing Association FS Federal Specification
GA	Gypsum Association
IBC	International Building Code
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IFC	International Fire Code
IFGC	International Fuel & Gas Code
IMC	International Mechanical Code
IPCEA	Insulated Power Cable Engineers Association
LBCC	Long Beach City Code
MLA	Metal Lath Association
MLMA	Metal Lath Manufacturers Association
MS	Military Specification
MSTD	Military Standard
NAANN	National Association of Architectural Metal Manufacturers

NHLA	National Hardwood Lumber Association
NBFU	National Board of Fire Underwriters
NBGQA	National Building Granite Quarries Association
NBS	National Bureau of Standards
NEC	National Electrical Code of NBFU
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NLMA	National Lumber Manufacturers Association
NTMA	The National Terrazzo and Mosaic Association
NWMA	National Woodwork Manufacturers Association
PS	Product Standard of the U.S. Dept. of Commerce
RCW	Revised Code of Washington
SDI	Steel Deck Institute
SDI	Steel Door Institute
SMCNA	Sheet Metal & Air Conditioning Contractors National Association
SJI	Steel Joist Institute
SSPC	Steel Structures Painting Council
SCPI	Structural Clay Products Institute
SPR	Simplified Practice Recommendation, U.S.
TCA	Tile Council of America
UBC	Uniform Building Code of International Conference of Building Officials
UL	Underwriter's Laboratories, Inc.
UPC	Uniform Plumbing Code
USA	United States of America Standards Association
WAC	Washington Administrative Code
WSEC	Washington State Energy Code
WWPA	Western Wood Products Association

END, STANDARD PLANS AND SPECIFICATIONS

CITY OF LONG BEACH STANDARD PROVISIONS

PART 1 REQUIRED MATERIALS

I. NON-COLLUSION CERTIFICATE

A. As a condition precedent to award of the contract for this work, there shall be filed a sworn statement executed by, or on behalf of, the person, firm, association, or corporation that he/she has not (they have not), either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

B. This sworn statement shall be in the form of an affidavit executed and sworn to by the successful bidder before a person who is authorized by the Laws of this State to administer oaths. The original of such sworn statement shall be filed with the City of Long Beach prior to the award of the contract.

C. The Non-Collusion Certificate will be a part of the bid proposal. By signing his/her proposal, the bidder will be deemed to have signed and agreed to the provisions of the Non-Collusion Certificate.

II. BIDDER'S QUALIFICATION CERTIFICATE

A. All bidders shall complete the Bidder's Qualification Certificate in the Bid Documents. The Owner's Representative will verify references and qualifications prior to recommending award. The same Qualifications will be required of sub-contracts prior to approval.

III. INSURANCE REQUIREMENTS FOR CONTRACTORS

A. Contractor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor.

B. Insurance shall meet or exceed Appendix B - Insurance Requirements, Attachment B unless otherwise approved by the City. Insurance requirement questions or clarifications may be discussed with the city Risk Management office at (425) 452-2011.

IV. CITY TAXATION

A. The Contractor awarded this contract will be subject to City of Long Beach business registration and business taxation as presented in the Long Beach City Code.

B. Every Business operating in the City of Long Beach must be registered with the City's Treasury & Tax Division and file business & occupation (B& O) tax returns. This includes businesses located in the City limits of Long Beach and those coming into Long Beach to do business. Questions may be directed to the City's Treasury at (360) 642-4421.

PART 2 CONDITIONS OF THE CONTRACT

I. HOLD HARMLESS

A. The Contractor will protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all costs, claims, judgements, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, and/or agents in the performing this agreement. The Contractor agrees that its obligations under this subparagraph extends to any claim, demand, and/or cause of action brought by, or on behalf of any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgement, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

B. The City shall protect, defend, indemnify and save harmless the Contractor, its officers, employees and agents from any and all costs, claims, judgements and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees and agents in performing this agreement. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of it employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects of the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgement, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City.

II. LEGAL FEES

A. In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.

III. LOW RESPONSIBLE BIDDER REQUIREMENTS

A. 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 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:
   i. Provide a current certificate of registration in compliance with chapter 18.27 RCW, which must be in effect at the time of bid submittal;
   ii. Provide a current Washington Unified Business Identifier (UBI) number;
   iii. Provide proof of Industrial Insurance (worker's compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW or provide a signed certification that such insurance is not required;
   iv. Provide a current Washington Employment Security Department number, as required in Title 50 RCW or provide a signed certification that such number is not required;
   v. Provide a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW or provide a signed certification that such number is not required;

vi. Provide a signed certification that the bidder is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)

IV. LOW RESPONSIBLE BIDDER – SUBCONTRACTOR REQUIREMENTS

A. At the time of the execution of any subcontract, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria by requiring each subcontractor to:
   i. Provide a current certificate of registration in compliance with chapter 18.27 RCW, which must be in effect at the time of bid submittal;
   ii. Provide a current Washington Unified Business Identifier (UBI) number;
   iii. Provide proof of Industrial Insurance (worker's compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW or provide a signed certification that such insurance is not required;
   iv. Provide a current Washington Employment Security Department number, as required in Title 50 RCW or provide a signed certification that such number is not required;
   v. Provide a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW or provide a signed certification that such number is not required;
   vi. Provide an electrical contractor license, if required by Chapter 19.28 RCW;
   vii. Provide an elevator contractor license, if required by Chapter 70.87 RCW; and
   viii. Provide a signed certification that the subcontractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

B. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

V. WAGE RATES

A. The Contract is subject to RCW 39.12 and amendments and additions thereto relating to minimum wages. On Federal aid projects, Federal wage laws and regulations are also applicable. NO WORKER, LABORER, OR MECHANIC EMPLOYED IN THE PERFORMANCE OF ANY PART OF THIS CONTRACT SHALL BE PAID LESS THAN THE PREVAILING RATE OF WAGE as determined by the Industrial Statistician of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities where this Contract will be performed is attached hereto and by reference made a part of this Contract as though fully set forth herein.

B. Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file this statement. Each progress payment voucher claim shall include a signed statement that prevailing wages have been paid. Following the final acceptance of a project, each contractor and Subcontractor shall submit an "Affidavit of Wages Paid" before the funds retained under the retained percentage statute (RCW 60.28.010) are released, which must be certified by the Industrial Statistician of the Department of Labor and Industries.

VI. WORKING DAYS AND CITY HOLIDAYS

A. Every day will be counted as a "working day" unless it is identified as a City Holiday. A nonworking day is defined as a day on which the contract specifically suspends work, or one of the following City Holidays: New Years - January 1, Martin Luther King's Birthday - the third Monday of January, President's Day - the third Monday of February, Memorial Day, Independence Day - July 4, Labor Day, Veteran's Day - November 11, Thanksgiving Day, the Day after Thanksgiving, and Christmas Day. When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day.

VII. WORKING HOURS – CONSTRUCTION NOISE

A. Construction noise outside the allowable hours is prohibited per LBCC 5.5.5. To be considered a violation, the construction related noise must be audible across a property line or at least 75 feet from the source. Any violation is a civil infraction and the City may assess a monetary penalty to the individual creating the noise.

For all Commercial, Multifamily, and new Single-Family Homes Construction-related noise is allowed:

- Within the structure from 7:00 am to 10:00 pm on weekdays
- Outside the structure from 7:30 am to 6:30 pm on weekdays
- 9 am to 5pm on weekends construction-related noise is allowed

VIII. TIME FOR COMPLETION

A. Delay damages of $500.00 per day will be assessed for each working day past the time specified window.

B. Final Completion shall be when the project in its entirety is completed to the satisfaction of the Owner and no further construction work, including minor incidental work or correction and repair as identified by the Owner and Owner's Representative in a punchlist, is necessary for the Contractor to meet all requirements of the Contract.

IX. DELAY DAMAGES

A. As delay damages to Owner caused by the failure to complete the Contract within the contract time specified in the Proposal, the Contractor agrees to pay and authorizes and directs the Owner to deduct from any money due or coming due to the Contractor as follows:

B. The sum of ADD AMOUNT dollars ($500.00) for each working day, after the established date for completion and before completion of the Contract.

X. STORAGE OF TOOLS AND MATERIALS

A. Storage of tools and materials on the site shall always be to the satisfaction of the Owner. The Owner shall assume no responsibility or liability for materials and equipment stored on the site.

XI. SIGNS

A. No signs or advertising will be permitted except as otherwise approved by Owner.

XII. TRENCH EXCAVATION SAFETY PROVISIONS

A. If the Contract contains any work which requires trenching exceeding a depth of four feet, all costs for adequate trench safety systems shall be identified as a separate bid in compliance with Chapter 39.04 RCW. The purpose of this provision is to ensure the bidder agrees to comply with all the relevant trench safety requirements of Chapter 49.17 RCW. This bid amount shall be considered as part of the base bid set forth above. BIDDER MUST INCLUDE A LUMP SUM DOLLAR AMOUNT IN THE BID PROPOSAL TO BE RESPONSIVE. This lump sum amount shall be included in the TOTAL BASE BID amount as shown on the Bid Proposal.

XIII. SALES TAX

A. The work included in the Contract will cover all that is necessary for the complete design and proper installation at said Police facility. Included as part if this Bid Proposal, the Contractor shall determine the correct amount of sales tax to be included as part of the City's obligation for WSST and/or the Bidder's obligation for use tax resulting from WAC 458-20-171 (Rule 171), Retail Sales Tax Exemption http://apps.leg.wa.gov/wac/default.aspx?cite=458-20-171 .

B. In the application of Rule 171, the City of Long Beach assumes that construction, repair, and maintenance of any road, walkway, bike path, or trail for vehicular or pedestrian/foot traffic located in a City-owned or leased property is considered public road construction and therefore, is not subject to retail sales tax. The assumptions included under the Rule 171 are, but not limited to, the following:

1. Roads and walkways on City or leased property: including all construction, improvements, maintenance, fencing, barking, landscape and repair. This includes, but not limited to, street sweeping, cleaning, re-striping, seal coating, re-paving, and pressure washing.
2. Road and walkway lighting installation, maintenance, repairs, and light replacement.
3. Safety Handrails and Guardrails installed on walkways, roads, etc.
4. Slide repairs and rockery construction or maintenance on roads or walkways.
5. Traffic calming by Contractor, including, but not limited to bollards and speed bumps.
6. All signage at roadways, walkways, trails, or paths.
7. Parking Lots are not included for tax exempt purposes.

Consult with the City and the Department of Revenue, 360.753.7782, for any definitions, concerns, or clarifications of Rule 171, as it relates to the Police project. If the City is charged sales tax in error on public road or walkway activities, the City will require a refund directly from the Contractor. **The Winning Contractor shall be held responsible for all Rule 171 items – any other proposed non-taxable item(s) shall be the responsibility of the bidder to notice and manage for conformance with Rule 171.**

XIV. REINSTATEMENT OF ALTERNATES

A. If applicable, the Bidder agrees that the Owner has the right to reinstate, at the bid price, any Alternate Bid item not incorporated into the Contract, if the Owner notifies Bidder within SIXTY (60) working days after initial official Notice to Proceed with the work.

XV. FORCE ACCOUNT

A. The Contractor, as part of Bid Proposal, shall determine the Force Account amount (5% of the Total base bid lump sum) which shall be added to the total contracted sum. The force account amount will be used to fund additive changes resulting from, but not limited to, permit and utility requirements and changes in project scope due to unforeseen circumstances.

B. During the Contractor's performance of this Contract, the Owner, at its sole discretion, may determine to have the Contractor perform additional work. This additional (Change Order) work shall be priced by the Contractor as provided in this Contract. See Section 00700, Article 11, CHANGES IN THE WORK. If the Owner agrees to the Contractor's proposed additive Change Order price, then the agreed lump sum price shall be added to the Contract price first by deduction from the Force Account balance in this Contract. If Contract does not provide a Force Account, or if no Force Account balance remains, then the Change Order price shall be added directly to the Contract price.

C. The City does not warrant expressly or by implication that the actual amount of work will correspond to the Force Account amount. Payment will only be made on the basis of the amount of work actually authorized by the Owner or Owner's representative.

D. Final Contract amount may be decreased by the amount of unused Force Account funds through the Contract Change Order process.

XVI. SUPPLEMENTAL RESPONSIBLE BIDDER CRITERIA

A. Supplemental Responsible Bidder Criteria will apply to this project are included below:

1. Minimum of 3 years of experience contracting business under present Company name.
2. Etc.

B. Include all information/documentation on separate sheet(s) as required, format to be determined by Bidder. In a timely manner, Bidders may request, in writing, that the City modify the supplemental criteria. The City reserved the right to modify or not modify the supplemental criteria in its discretion. The City shall issue an Addendum prior to the Bid Due Date, should it modify the supplemental criteria. The City shall not modify the supplemental criteria after the Bid Due Date, therefor, Bidders are encouraged to discuss with the Owner immediately and before the Bid Due Date the relevancy of the supplemental bidder criteria.

C. Any bidder determined to be not responsible based on these supplemental criteria may appeal the City's determination by providing additional information to the City with two (2) business days following receipt of the City's written determination that the bidder was determined not responsible.

PART 3 OWNER'S OCCUPATION OF THE SITE

I. OCCUPATION DURING CONSTRUCTION

A. The Owner's site and all existing facilities thereon will be occupied by the Owner or Owner representatives during construction. The Contractor shall accommodate, to the best of his/her ability, the occupation of the site and facilities. The Contractor shall notify the Owner forty-eight hours in advance of his/her need to limit the Owner's use of any interior or exterior space.

B. The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety, access and protection of the public including posting danger, warnings against hazards, promulgating safety regulations, and safe access (ADA, pedestrian and vehicular) around the site. All signs will need to be previously approved for content and location by the Owner prior to installation.

END, STANDARD PROVISION

GENERAL CONDITIONS

ARTICLE 1 - WORK INCLUDED:

I. The work included in this Contract covers all that is necessary for the complete and proper installation at said facility which includes, but is not limited to supplying all equipment, materials and labor to construct this project. Any and all terms referenced as "existing", "future", "N.I.C." (not in contract), or "by others" are not included in this Contract. See Section 01010, Summary of the Work.

ARTICLE 2 - DEFINITIONS:

I. The Contract Documents consist of: PART I - Bidding Information and Contract Requirements, Form of Bid, Bonds and Insurance, the Contract, City of Long Beach Standard Provisions and Contractual Supplementary General Conditions; PART II – Technical Specifications (including Special Provisions); Part III - Drawings; and Part IV - Appendix. In addition, Contract Documents include all addenda issued prior to bidding and all modifications and/or Change Orders thereof incorporated in the documents.

II. The Owner, Contractor, and Owner's Representative are those mentioned as such in the agreement. They are treated throughout the Contract Documents as if each were of the singular number.

III. The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor and it includes one (i.e. manufacturer) who furnished the material worked to a special design according to the plans or specifications of this contract work.

IV. Written notice shall be deemed to have been duly serviced if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by U.S. Mail postage prepaid to the last business address known to the one giving notice.

V. The term "work" of a Contractor or Subcontractor includes labor or material or both.

VI. The term "site" refers to the area indicated in the working drawings.

VII. Where the words "approved" or "for approval" are used, they shall mean "approved by the Owner, by and through the Owner's Representative," and "for the Owner's approval, by and through the Owner's Representative."

VIII. Where the word "Owner's Representative" appears herein it shall mean Landscape Architect, Architect, and/or Engineer as deemed appropriate by the Owner.

IX. This contract shall be construed for all purposes as a contract entered into pursuant to the laws of the State of Washington.

X. The term “furnished” shall mean delivered to the job sites.

XI. The term “install” shall mean entered permanently into the project.

XII. The term “provide” shall mean to furnish and install.

XIII. The date of “final acceptance” shall mean the date of formal action by the Owner accepting the work.

XIV. The term “shall” shall mean “mandatory.”

XV. The term “selected” shall mean “as chosen by the Owner or Owner’s Representative from manufacturer’s recognized standard grade of materials and colors, unless another grade is called for in the documents.”

XVI. The term “as directed” shall mean “as directed by the Owner or Owner’s Representative.”

XVII. The term “coordinate” means satisfactorily combine the work of all trades for a complete and operating installation.

XVIII. Where the terms “or approved equal” or “or approved” are used, the Owner is the sole judge of the quality and suitability.

XIX. The term “indicated” means “as indicated in these Contract Documents.”

XX. “Concealed” means items referred to are hidden from normal sight. This includes items in partly excavated or crawl spaces and in service tunnels used solely for repairs and maintenance.

XXI. “Exposed” means items are not concealed.

XXII. “Recognized manufacturer” means an individual, firm or corporation of recognized ability engaged in manufacturing the specified equipment for a minimum of 3 years unless otherwise specified.

ARTICLE 3 - EXECUTION, CORRELATION AND INTENT OF DOCUMENTS:

I. Drawings and Specifications: The Contract agreement between the Owner and the Contractor is supplemented to include the following:

A. It is mutually agreed and understood between the Owner and the Contractor that in any instance of contradiction between drawing details of different scales, or between drawings and specifications, or between sections of the specifications, the more stringent and/or expansive requirements to the Contractor as interpreted by the Owner’s Representative will be included in Basic Contract Sum.

B. Intent: The Contract Documents are intended to cooperate, to be complementary, and to include everything needed for the complete work. Any part of the material or labor

called for on the drawings, but not described in the specifications, or vice versa, shall be deemed included in the Contract as though the material or labor were both shown on the drawings and described in the specifications. Should instructions or references in one part of the Contract Documents differ from what is called for in another part, the Owner's Representative will determine the intent, and settle the difference.

C. Correlation: The Contractor shall carefully examine the drawings, specifications, and the work site, and verify all the conditions and dimensions as stated in the Contract Documents at the start of this work. Written dimensions shall be followed; drawings shall not be scaled. Large scale and detail drawings shall be followed in preference to drawings at a smaller scale. Should any error or discrepancy be found in the Contract Documents, the questions shall be settled by the Owner's Representative. The Contractor shall not make changes to the drawings or specifications without approval and direction of the Owner's Representative. Where discrepancies occur, the Contractor shall not proceed until the discrepancy has been resolved by the Owner's Representative.

ARTICLE 4 - DETAIL DRAWINGS AND INSTRUCTIONS

I. The Owners Representative shall furnish with reasonable promptness additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof and reasonably inferable therefrom.

II. The work shall be executed in conformity therewith and the Contractor shall do no work without approved permit, drawings and instructions from the City of Long Beach.

III. At the pre-construction meeting the Contractor shall have prepared and submitted an estimated Project Schedule for the Owner's Representative's approval. See Article 43.

IV. Where the word "similar" occurs on the drawings, it shall be used in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection to other parts of the work.

V. Where on any drawing a portion of the work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply also to other like portions of the work. where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall apply to all other similar parts of the work, unless otherwise indicated.

ARTICLE 5 - DRAWINGS AND SPECIFICATIONS OF THE WORK

I. As-Built Records

A. The Contractor shall keep at the site of work an accurately marked record set of drawings and specifications as the job progresses, with all changes or deviations from

the original Contract Documents recorded thereon for work under the Contract. Ensure entries are complete and accurate, enabling future reference by Owner.

B. Accurate measurements referenced to two "permanent" structures shall be recorded to show exact location and changes in direction of all underground services and utilities, as well as the approximate depth below finished grade. In addition, the drawings and specifications shall be marked to record all materials used where options, alternates and/or change orders were indicated, specified, or authorized.

C. The specification section shall be legibly marked and recorded at each product section, the description of actual products installed, including the following:

1. Manufacturer's name and product model number.

2. Product substitutions or alternates utilized.

3. Changes made by addenda and modifications.

D. The record drawings and shop drawings shall be legibly marked to record actual construction, including the following:

1. Measured depths of foundation grade beams in relation to the finish floor elevations/datum.

2. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.

3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to permanent surface improvements.

4. Field changes of dimension and detail.

5. Details not in original Contract Drawings.

E. Record information concurrent with construction progress and store record documents separate from documents used for construction. The record set shall be kept up to date at all times and shall be reviewed by the Owner and the Owner's Representative at each pay request meeting. Failure to have the record set up to date shall, at the discretion of the Owner's Representative, be reason to withhold payment in accordance with "PAYMENT AND COMPLETION" until such information is recorded.

F. The Owner will provide a CAD file, PDF file or a reproducible plan set for the Contractor to transfer as-built information on to.

G. Upon completion of the project and prior to final payment, the Contractor shall forward the record set of drawings (CAD file, reproducible plan set) and one set of specifications showing the as-built notations to the Owner's Representative for their

approval and use. Such record set shall be clean, easily readable and carry the Contractor's name, date and notation that it is the as-built record set for the project.

II. Permit Set of Documents

A. The Contractor shall maintain the stamped permit set of documents at the site of work during construction, in good condition as required by local ordinances. Just prior to final acceptance of the work, the Contractor shall deliver said documents to the Owner.

ARTICLE 6 - OWNERSHIP OF DRAWINGS

I. All drawings, and specified copies thereof, furnished by the Owner's Representative and the Contractor are the property of the Owner and are not to be used on other work.

ARTICLE 7 - ROYALTIES AND PATENTS

I. The Contractor shall pay all royalties and license fees. He/she shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he/she shall be responsible for such loss unless he/she promptly gives such information to the Owner's Representative or Owner.

ARTICLE 8 - PERMITS, LAWS, AND REGULATIONS

I. All licenses necessary for the execution of the work shall be secured and paid for by the Contractor unless otherwise specified on the bidder's checklist.

II. Any re-inspection fees charged to the Owner for inspection of work that fails to pass the initial inspection will be deducted from the Contract amount.

III. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he/she shall promptly notify the Owner's Representative in writing and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner's Representative, he/she shall bear all costs arising therefrom.

ARTICLE 9 - ACCESS TO WORK

I. The Owner's Representative, the Owner or their chosen representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide facilities for such access so that the Owner's Representative or Owner may perform their functions under the Contract Documents. If the specifications, the Owner's Representative instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Owner's Representative timely notice of its readiness for observation by the Owner's Representative or inspection by another authority, and if the inspection is by an authority other than the Owner's Representative, of the date fixed for such inspection, required certificates of inspection being secured by the Contractor. Observations by the Owner's Representative shall be promptly made, and where practicable at source of supply.

II. If any work should be covered up without approval or consent of the Owner's Representative, it must, if required by the Owner's Representative, be uncovered for examination at the Contractor's expense.

III. Re-examination of questioned work may be ordered by the Owner's Representative and if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement.

ARTICLE 10 - SUPERINTENDENCE: SUPERVISION AND EMPLOYEES

I. The Contractor shall keep on his/her work, during its progress, a competent superintendent, and any necessary assistants, all satisfactory to the Owner's Representative. The superintendent shall not be changed except with the consent of the Owner's Representative, unless the superintendent proves to be unsatisfactory to the Contractor, or ceases to be in his/her employ. The superintendent shall represent the Contractor in his/her absence and all directions given to him shall be as binding as if given to the Contractor. All directions shall be confirmed in writing to the Contractor. The Owner's Representative shall not be responsible for the acts or omissions of the superintendent or his/her assistants.

II. The Contractor shall give efficient supervision to the work, using his/her best skill and attention. He/she shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Owner's Representative any errors, inconsistencies or omissions which he/she may discover but he/she shall not be liable to the Owner for any damage resulting from any errors or deficiencies in the Contract Documents or other instructions by the Owner's Representative.

III. The Contractor shall enforce strict discipline and good order among his/her employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.

ARTICLE 11 - CHANGES IN THE WORK

I. A Change Order is a written order to the Contractor signed by the Owner or Owner's Representative, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his/her agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

II. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the contract consisting of additions, deletions, or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

III. The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

A. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

B. By unit prices subsequently agreed upon.

C. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed percentage fee.

D. By the method provided in the following paragraph:

i. If none of the methods set forth in Clauses of Article 11(I), 11(II), or 11(III) is agreed upon, the Contractor, provided he/she receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such work shall then be determined by the Owner's Representative on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change. Included in the case of an increase in the Contract Sum, a total maximum **10% allowance for combined overhead and profit.** In such case and also under Clauses of Article 11(I), 11(II), or 11(III) above, the Contractor shall keep and present, in such form as the Owner's Representative may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of material, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; cost of workers' or workman's compensation insurance; cost of other insurance required by the Contract; bond premiums; rental value of equipment and machinery; the additional costs of supervision and field office personnel directly attributable to the change; and cost

of subcontractor's invoices (subcontractor's overhead and profit combined is **limited** to 10%).

IV. Pending final determination of cost to the Owner, payment on account shall be made on the Owner's Representative's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Owner's Representative. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase with respect to that change.

V. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted. Should concealed conditions encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract be encountered, then the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within fifteen (15) working days after the first observance of the conditions.

VI. The Owner's Representative will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 12 - CLAIMS FOR EXTRA COST

I. If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this Contract, he/she shall give the Owner's Representative written notice thereof no longer than ten (10) working days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. NO CLAIM SHALL BE VALID UNLESS SO MADE. Amount of cost claim shall be finalized with Owner's Representative within fifteen (15) working days of receipt of notice.

ARTICLE 13 - DEDUCTIONS FOR UNCORRECTED WORK

I. If the Owner's Representative and Owner deem it inexpedient to correct work not done in accordance with the Contract, an equitable deduction from the contract price shall be made therefor.

ARTICLE 14 - DELAYS AND EXTENSION OF TIME

I. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or the Owner's Representative, or of any employee of either, by any separate contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, weather conditions, unusual delay in transportation, unavoidable casualties, or by delay authorized by the Owner's Representative, or by any cause which the Owner shall decide justifies the delay, then the time of completion shall be extended for such reasonable time as the Owner's Representative may decide.

II. Weather related delays are defined as delays due to unusually severe conditions. Inclement weather, such as rain, is a normal occurrence in our geographic region, such weather is not considered unusually severe. The Contractor should consider normal inclement weather in the preparation of any schedules and if the Contractor elects not to perform work during normal inclement weather, the Contractor will not be entitled to an extension of time for these periods of non-work. Unusually severe conditions include, but are not limited to, prolonged periods of snow, freezing temperatures, substantially above average rainfall or any other highly unusual weather disturbance. Weather conditions that render work impossible or that may impair the quality of work will be evaluated if those days qualify as delay days and resulting time of completion extension.

III. Contract time period from Notice to Proceed to Final Completion includes a total of 15 workdays for weather-related delays. Weather-related delays beyond 15 workdays will require the Contractor to file a claim for extension of time per Contract provisions defined in Section 00700, Article 11, CHANGES IN THE WORK.

IV. No delays and extension of time will be made because of strikes or lockouts at plants of suppliers if there is another source of supply available. No delays and extension of time will be granted on account of work performed in a grossly negligent manner by a supplier.

V. Any claims for extension of time shall be made in writing to the Owner's Representative no more than five (5) working days after the commencement of the delay; otherwise IT SHALL BE WAIVED WITHOUT EXCEPTION. Claims for any additional costs to the Owner related to delays shall be brought forth by the Contractor in writing to the Owner's Representative no more than five (5) working days after the commencement of the delay; otherwise IT SHALL BE WAIVED WITHOUT EXCEPTION. In the case of an ongoing delay, weekly notification is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the work.

VI. If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish drawings until fifteen (15) working days after demand for such drawings and then not unless such claim is reasonable.

ARTICLE 15 - CORRECTION OF WORK BEFORE FINAL COMPLETION

I. The Contractor shall promptly remove from the premises all work condemned by the Owner's Representative as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his/her own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

II. If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the Owner may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) working days' time thereafter, the Owner may upon ten (10) working days' written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

ARTICLE 16 - GUARANTEE OF WORK

I. Neither Project Acceptance by the Owner, Final Certificate of Completion issued by the Owner's Representative, nor final payment by the Owner, shall be a waiver by the Owner of defects in either materials or workmanship in any part of the Contractor's work which are discovered within one (1) year from Final Completion except where longer guarantee periods are specified in the General and Technical Sections of these specifications. The Owner shall give notice of observed defects with reasonable promptness and the Contractor shall correct the defects with reasonable promptness. The Contractor shall save the Owner harmless from any and all damages and expenses suffered or incurred by reasons of any such defects and any damages the consequence of such defects, and he/she shall repair such defects and consequences.

II. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors within ten (10) working days after completion of the applicable item of work.

III. See ARTICLE 22 – COMPLETION, for Contract Closeout for initiation of Guarantee period.

ARTICLE 17 - INSURANCE DURING GUARANTEE PERIOD

I. In the event the Contractor is required to make corrections on the premises after the project has been inspected and accepted, he/she shall obtain at his/her own expense, and prior to commencement of any corrective work, such insurance coverage as is required by the City Of Long Beach Standard Provisions and Appendix B of this contract and which shall be carried only during period corrective operations are being performed.

ARTICLE 18 - THE OWNER'S RIGHT TO DO WORK

I. If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner after three (3) working days' written notice to the Contractor may, without prejudice to any other remedy he/she may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

II. The Owner retains the right to work on the site while construction is underway.

ARTICLE 19 - OWNER'S RIGHT TO TERMINATE CONTRACT

I. If the Contractor should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed on account of his/her insolvency, or if he/she should persistently or repeatedly refuse or should fail except in cases for which extension of time is provided, to supply enough properly skilled worker or proper materials, or if he/she should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner's Representative or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner upon the certificate of the Owner's Representative that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor, and his/her surety if any, seven (7) working days' written notice, terminate the employment of the Contractor and take possession of the premises and all materials, tools, and appliances thereon and finish the work by whatever method he/she may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner.

ARTICLE 20 - CONTRACTOR'S RIGHT TO STOP OR TERMINATE THE CONTRACT

I. If the work should be stopped under an order of any court, or other public authority, for a period of thirty (30) working days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven (7) working days' written notice to the Owner and the Owner's Representative, terminate this contract and recover from the Owner payment for all work executed and any proven loss sustained.

ARTICLE 21 - PAYMENTS

I. The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents. Before the first Application for Payment, the Contractor shall submit to the Owner's Representative a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner's Representative may require. This schedule, unless objected to by the Owner's Representative, shall be used only as a basis for the Contractor's Applications for Payment.

II. Payment Information – Call the City of Long Beach Finance Clerk Office at 360-642-4421.

III. At least ten (10) working days before the application for each progress payment established in the Owner- contractor Agreement, the Contractor shall submit three (3) copies to the Owner's Representative an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the Owner or the Owner's Representative may require and reflecting a 5% retainage of the total Contract. Progress payments, not exceeding one payment every thirty (30) calendar days, will be made to the Contractor during the working period but not after the specified project completion date. Unless otherwise provided on the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

IV. The Contractor warrants that title to all Work, materials and equipment covered by an Application Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interest or encumbrances, hereinafter referred to in "PAYMENTS AND COMPLETION" as "liens", and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment of the Project subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

V. The Owner's Representative will, within seven (7) working days after the receipt of the Contractor's Application for Payment, either issue or approve a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Owner's Representative determines is properly due, or notify the Contractor in writing his/her reasons for withholding a Certificate. The issuance of a Certificate for Payment will constitute a

representation by the Owner's Representative to the Owner, based on his/her observations at the sites, and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of his/her knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract documents correctable prior to completion, and to any specific qualification stated in his/her Certificate); and that the Contractor is entitled to payment in the amount certified.

A. However, by issuing a Certificate for Payment, the Owner's Representative shall not thereby be deemed to represent that he/she has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he/she has reviewed the construction means, methods, techniques, sequences or procedures, or that he/she has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

VI. After the Owner's Representative has issued a Certificate for Payment, the Owner, if satisfied as to the accuracy of the Certificate of Payment, shall approve payment for processing.

VII. The City shall pay all invoices for the Contractor by mailing a City warrant within 30 days of receipt of a properly completed and approved invoice.

VIII. The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's work. The Contractor shall, by an appropriate agreement with each subcontractor, require each Subcontractor to make payments to his/her Subcontractors in similar manner.

IX. The Owner's Representative may, on request and at his/her discretion, furnish to any Subcontractors, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Owner's Representative on account of Work done by such subcontractor.

X. Neither the Owner nor the Owner's Representative shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

XI. No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

XII. The Owner's Representative may decline to certify payment and may withhold his/her Certificate in whole or in part, to the extent necessary and reasonable to protect the Owner, if in his/her opinion he/she is unable to make representations to the Owner as provided herein. If the Owner's Representative is unable to make representations to the Owner as

provided herein and to certify payment in the amount of the Application, he/she will notify the Contractor as provided herein. If the Contractor and the Owner's Representative cannot agree on a revised amount, the Owner's Representative will promptly issue a Certificate for Payment for the amount for which he/she is able to make such representations to the Owner. The Owner's Representative may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he/she may nullify the whole or any part of any Certificate for Payment previously issued to such extent as necessary in his/her opinion to protect the Owner from loss because of:

A. Defective work not remedied.

B. Third party claims filed or reasonable evidence indicating probable filing of such claims.

C. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment.

D. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum.

E. Damage to the Owner or another contractor.

I. Reasonable evidence that the Work will not be completed within the Contract Time.

II. Persistent failure to carry out the work in accordance with Contract Documents.

When the above grounds herein are removed, payment shall be made for amounts withheld because of them.

XIII. If the Owner's Representative does not approve a Certificate for Payment, through no fault of the Contractor, within seven (7) working days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven (7) working days after the date established in the Contract Documents, any amount certified by the Owner's Representative, then the contractor may, upon seven (7) additional working days' written notice to the Owner and the Owner's Representative, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be effected by Change Order.

ARTICLE 22 COMPLETION

I. Preliminary and Final Punch Lists

A. When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is complete, the Contractor shall inform the Owner's Representative who shall schedule a preliminary punch list inspection. The Owner's

representative and/or Owner will perform inspections of the work and provide to the Contractor a list of items found to be deficient, if any exist.

B. All items appearing on any punch list shall be corrected and the Architect notified in writing prior to the request for additional punch list inspections or Final Inspection.

C. The Contractor shall notify the Architect in writing that they have completed the work and request Final Inspection. The Architect will arrange for the date and time of this inspection.

II. Substantial Completion:

A. When the Owner's Representative on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he/she will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, and shall state the responsibilities of the Owner and the Contractor for completion of remaining punch list items, security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete any remaining Contract requirements. The Certificate if Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

B. Project is Substantially Complete when the majority of punch list items are complete, the facility is safe for public use/occupancy, all permits are signed-off as being complete or a Temporary Certificate of Occupancy is issued by the City Building Official, City staff training period/commissioning is complete, utilities are in service, and Owner's representative's Certificate of Substantial Completion receives all required signatures.

III. Final Completion

A. At such time the Contractor has fulfilled all conditions of the Contract Documents, the Owner shall determine the date of Final Completion. All Contract requirements are to be 100% complete-this includes final inspection, repair/completion of newly discovered punch list items, O&M manuals, as-built record drawings, issuance of Final Certificate of Occupancy, all permits/utility requirements signed-off, extra stock delivered to Owner, Owner's representative's Certificate of Final Completion issued, and final pay request delivered to Owner's representative.

B. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner's Representative will promptly make such inspection, and, when he/she finds Work is found acceptable under the Contract Documents and the Contract fully performed, the Owner's Representative will promptly issue a final Certificate for Payment stating that to the best of his/her knowledge, information and belief, and on the basis of his/her observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. If, after

Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Owner's Representative so confirms, the Owner shall, upon application by the Contractor and certification by the Owner's Representative, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished (covering the faithful performance of the Contract and the payment of all obligations arising thereunder if and as required in the Bidding Documents or in the Contract Documents), the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the contractor to the Owner's Representative prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

C. The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

1. Unsettled liens.

2. Faulty or defective Work appearing after completion.

3. Failure of the Work to comply with the requirements of Contract Documents.

4. Terms of any special warranties required by the Contract Documents.

D. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

E. Upon Final Completion of the Work or designated portion thereof and upon application by the contractor and certification by the Owner's Representative, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.

IV. Project Acceptance

A. Project is accepted by the City as being 100% complete after Department review and internal financial audit. Final payment request is processed.

B. The City sends letters to the State Department of Revenue, Labor and Industry, Employment Security, and any other department or agency having jurisdiction over activities of the Contractor.

V. Retainage Release

A. Retainage will be released when the City receives notification from the State approving the City's release of retainage. Retainage release schedule is subject to State timetable.

ARTICLE 23 - ASSIGNMENT

I. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due to him hereunder, without the previous written consent of the Owner.

ARTICLE 24 - MUTUAL RESPONSIBILITY OF CONTRACTORS

I. Should any separate contractor on the work make claim against the Owner which arises as a result of any wrongful act, omission or failure to perform on the part of the Contractor, the Contractor agrees upon due notice to defend the Owner thereon, including submitting such claim to arbitration if demanded, and to pay all costs on account thereof, including but not limited to an arbitration award or court judgement, provided, however, that the Contractor shall be reimbursed by the Owner all of his/her costs and expenses in the event it is ultimately determined that the Contractor is not responsible for payment of such claim of any separate Contractor. Should the Contractor on the work make claim against the Owner which arises as a result of any wrongful act, omission, or failure to perform on the part of a separate contractor, the Contractor agrees to arbitrate such claim with such separate contractor if arbitration is demanded, and in the event the Contractor shall bring any arbitration proceedings or other action against the Owner, the Contractor agrees to reimburse the Owner for all costs and expenses incurred in the defense of such action in the event it is determined that the Contractor is not entitled to recover such claim.

ARTICLE 25 - SEPARATE CONTRACTS

I. The Owner reserves the right to let other contracts in connection with this work under similar General Conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his/her work with theirs. If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Owner's Representative any defects in such work that render it unsuitable for proper execution and results. His/her failure so to inspect and report such shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his/her work, except as to defects which may develop in the other contractor's work after the execution of his/her work.

II. To insure the proper execution of his/her subsequent work, the Contractor shall measure work already in place and shall at once report to the Owner's Representative any discrepancy between the executed work and the drawings.

ARTICLE 26 - SUBCONTRACTS

I. As soon as practicable and before awarding any subcontracts, the Contractor shall notify the Owner's Representative in writing of the names of the subcontractors proposed for the work, and for such other parts as the Owner's Representative may direct, and shall not employ any to whom the Owner's Representative or the Owner may have a reasonable objection. The rejection of a Subcontractor based on his/her lack of qualifications, as perceived by the Owner's Representative, shall have no bearing on, and shall not affect the cost of the Work as bid. City and Federal Equal Opportunity Requirements are applicable in solicitation of subcontracts.

II. The Contractor agrees that he/she is as fully responsible to the Owner for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by him/her.

III. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

ARTICLE 27 - RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

I. The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Contract Documents as far as applicable to his/her work, including the following provisions of this Article, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner or Owner's Representative.

A. The Subcontractor agrees:

1. To be bound to the Contractor by the terms of the Contract Documents and to assume toward the Contractor all the obligations and responsibilities that he/she, by those documents assumes toward the Owner.

2. To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment under "PAYMENTS AND COMPLETION" of the General Conditions.

3. To make all claims for extras, for extensions of time and for damages for delays or otherwise to the Contractor in the manner provided in the General Conditions of the Contract for like claims by the Contractor upon the Owner.

B. The contractor agrees:

1. To be bound to the Subcontractor by all the obligations that the Owner assumes to the Contractor under the Contract Documents and by all the provisions thereof affording remedies and redress to the Contractor from the Owner.

2. To pay the Subcontractor, upon receipt of payment in accordance with "PAYMENTS AND COMPLETION", the amount allowed to the Contractor on account of the Subcontractor's work to the extent of the Subcontractor's interest therein.

3. To pay the Subcontractor, upon the payment of certificates, if issued otherwise than in 2., that at all times his/her total payments shall be in proportion to the value of the work done by him as the total amount certified to the Contractor is to the value of the work done by him/her.

4. To pay the Subcontractor to such extent as may be provided by the Contract Documents or the subcontract, if either of these provides for earlier or larger payments than the above.

5. To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.

6. That no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) working days of the calendar month following that in which the claim originated.

7. To give the Subcontractor an opportunity to be present and to submit evidence in any arbitration involving his/her rights.

8. To name as arbitrator under arbitration proceedings as provided in the General Conditions the person nominated by the Subcontractor, if the sole cause of dispute is the work materials, rights or responsibilities of the Subcontractor, or if the Subcontractor and any other subcontractor jointly, to name as such arbitrator the person upon whom they agree.

C. The Contractor and the Subcontractor agree that:

1. In the matter of arbitration, their rights and obligations and all procedures shall be analogous to those set forth in the Contract; provided, however, that a decision by the Owner's Representative shall not be a condition precedent to arbitration.

II. Nothing in the Article shall create any contractual relations between any Subcontractor and the Owner or create any obligation on the part of the Owner to pay or to see to the payment of any sums to any Subcontractor.

ARTICLE 28 - OWNER'S REPRESENTATIVE'S STATUS

I. The Owner's Representative is the person identified as such in the Owner-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number.

II. The Owner's Representative will provide administration of the Contract as hereinafter described.

A. The Owner's Representative will represent the Owner during construction and until final payment is due. The Owner's Representative will advise and consult with the Owner. The Owner's instruction to the Contractor shall be forwarded through the Owner's Representative. The Owner's Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

ARTICLE 29 - OWNER'S REPRESENTATIVE'S DECISIONS

I. The Owner's representative will render interpretations necessary for the proper execution or progress of the work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the contract may make written request to the Owner's Representative for such interpretations.

II. Claims or disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the work or the interpretation of the Contract Documents shall be referred initially to the Owner's Representative for a decision which he/she will render in writing within a reasonable time.

III. All interpretations and decisions of the Owner's Representative shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In the capacity as interpreter and judge, he/she will endeavor to secure faithful performance by both the Owner and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

IV. The Owner's Representative's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents. The Owner's Representative will have authority to reject work, which does not conform to the Contract Documents. Whenever, in his/her opinion, he/she considers it necessary or advisable for the implementation of the intent of the Contract Documents, he/she will have authority to require special inspection or testing of the work whether or not such work be then fabricated, installed or completed. However, neither the Owner's Representative's authority to act under this Article, nor any decision made by him/her in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Owner's Representative to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the work.

ARTICLE 30 - USE OF PREMISES

I. The Contractor shall confine his/her apparatus, the storage of materials, and the operation of his/her worker to limits indicated by law, ordinances, permits or directions of the Owner's Representative and shall not unreasonably encumber the premise with his/her materials.

ARTICLE 31 - CUTTING, PATCHING

I. The Contractor shall do all cutting, fitting, or patching of his/her work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon, or reasonably implied by the Drawings and Specifications for the completed project, and the Contractor shall make good after them as the Owner may direct.

II. Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore. The 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 save with the consent of the Owner.

ARTICLE 32 - CLEANING UP

I. The Contractor shall at all times keep construction sites, access points, public rights of ways and other areas free from accumulation of waste materials or rubbish caused by his/her employees or work, and at the completion of the work he/she shall remove all his/her rubbish from and about these areas and all his/her tools, scaffolding, and surplus materials and shall leave his/her work "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor as the Owner's Representative shall determine to be just. BURNING IS NOT PERMITTED ON THE SITE.

II. The Contractor shall select his/her own sites for disposal of debris and unsuitable materials not upon the job site or any property contiguous thereto. The Contractor is solely and alone responsible for any and all damages done or regulations violated in the disposal of waste material, and for any other actions which she/he performs. Contractor holds the Owner faultless and free from liability for any and all damages and costs incurred as a result of Contractor's actions. It shall be the responsibility of the Contractor to pay all fees and costs incurred in the disposal of waste material.

ARTICLE 33 - PRIOR OCCUPATION

I. The Owner shall have the right to occupy such part or parts of the project in or which the work is being done, as he/she may see fit, before the final acceptance of same, and such occupation shall not be construed as an acceptance by the Owner of the works.

ARTICLE 34 - LIST OF MATERIALS

I. Immediately after execution and delivery of the Contract and before orders are placed for materials and equipment to be incorporated in the work, the Contractor shall submit to the

Owner and the Owner's Representative a complete list of items of equipment and materials, and the name of the manufacturer for approval by the Owner.

II. The Contractor shall notify the Owner of any capital personal inventory equipment at the time of installation; and shall furnish the make, model, serial number, complete description and cost.

ARTICLE 35 - TAXES

I. All applicable taxes which the Contractor is required to pay other than the Washington State retail sales tax as hereinafter specified shall be included by him/her in his/her various unit bid prices or any other compensation to be paid to him/her under the contract. No adjustment will be made in the amount to be paid by the Owner under the contract because of any change in law or regulations covering any applicable taxes, or because of any misunderstanding by the Contractor as to his/her liability for or the amount of any taxes.

ARTICLE 36 – SECURITY SERVICE

I. If the Contractor deems it necessary, the Contractor shall at his/her own expense employ and maintain a security service as to protect his/her equipment, work, and the property of the Owner from theft, vandalism, and unauthorized entry.

ARTICLE 37 - STORAGE AND HANDLING OF MATERIALS

I. Each Contractor shall be responsible for the proper care and protection of all his/her equipment, etc., delivered at the site.

II. Building materials, Contractor's equipment, etc., may be stored on the premises, but the placing of same shall be subject to approval of the Owner's Representative.

III. Each contractor shall protect and be responsible for any damage to his/her work or material from the date of the Agreement to the date of final acceptance, and shall make good without cost to the Owner any damage or loss, that may occur during this period.

IV. Each contractor shall handle all material as directed, so it may be inspected by the Owner's Representative.

V. Lumber, plants, sod, topsoil, and other materials affected by the weather shall be covered and protected to keep them free from damage while they are being transported to the site.

VI. Should any material be found defective, or in any way contrary to the contract, this material, no matter in what stage of completion, may be rejected by the Owner's Representative and shall be removed from the premises at once.

ARTICLE 38 - EQUAL PRODUCTS

I. Unless otherwise specifically provided in this contract, reference to any equipment, material, article, or patented process by trade, name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition and equal products may be substituted if approved in writing by the Owner's Representative. If deemed necessary by the Owner or Owner's Representative, the Contractor shall, at his/her own expense, have tests made to prove the equality of the products he/she wishes to substitute.

II. The Contractor shall furnish complete detailed specifications on all materials he/she wishes to substitute.

III. The Owner's Representative's decision as to the quality of the materials shall be final. The cost of any redesign caused by a substitution shall be borne by the Contractor.

IV. When the Owner's Representative approves a substitution by the Contractor, it is with the understanding that the Contractor guarantees the substituted article or materials to be equal to, or better than those specified. Any item or material not specified or approved which is used in the Work is at the Contractor's own risk and the Owner's Representative has the right to order it removed and replaced by the specified item or material without challenge from the Contractor and without additional cost to the Owner. Requests may be submitted to the Owner's Representative for approval of substitute products, but such requests will be considered with proper identification of the proposed substitution and date substantiating its conformance with the Contract Documents.

V. After award of contract, the Contractor may submit written requests providing he/she specifically states his/her proposed changes to the Contract Sum for such substitution. However, the consideration of such request will be made only in rare instances when the specified product is no longer available or when such consideration will clearly be of benefit to the project as judged applicable by the Owner.

ARTICLE 39 - UNIT PRICES

I. If the Proposal Form contains separate Add and Deduct Unit Prices for a given operation, the appropriate unit cost figure shall be applied to the total net difference in quantity considering the item or operation as a whole and not to its individual parts.

ARTICLE 40 - PROTECTION OF PERSONS AND PROPERTY

I. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

II. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

A. All employees on the site and other persons who may be affected thereby, including the general public.

B. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his/her Subcontractors or Sub-subcontractors.

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

III. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules and regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

IV. The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

V. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

VI. The Contractor shall promptly repair and/or replace all damage to any property referred to in this Article caused in whole or in part by the Contractor, any Subcontractor, and Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible except damage or loss attributable to the acts or omissions of the Owner or Owner's Representative or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable in the fault or negligence of the Contractor are in addition to his/her obligations previously stated herein. The Contractor shall designate a responsible member of his/her organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Owner's Representative.

VII. The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

VIII. The Contractor shall ensure that the work site is free of workers and others whose job performance is impaired by the abuse of drugs and/or alcohol and that he/she shall comply with the provisions of the federal Drug Free Workplace Act of 1988 (P.L. 100-690).

IX. In any emergency affecting the safety of persons or property, the Contractor shall act, at his/her discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in these General Conditions.

ARTICLE 41 - NOTICE OF AWARD

I. A notice of award will be forwarded by the Owner to the successful Contractor, which notice may also state the date of a pre-construction conference to be held between the Owner's Representative, Owner, Contractor, and Subcontractors. The Notice of Award will be accompanied by the agreement to be signed by the Contractor and returned to the Owner within ten (10) working days from receipt, along with the following items:

A. Project Schedule

B. Certificate of Insurance

C. Performance & Payment Bond

D. Intent to pay prevailing wages

E. List of Subcontractors

II. The award of contract, if made, will be made to the lowest responsible bidder. No award will be made until necessary investigations are made by the Owner as to the responsibility of the apparent low bidder. The Owner shall be the sole judge as to the responsibility of the bidder to satisfactorily perform the work as specified and within the time limit set. Upon failure of the Contractor to enter into a contract and to submit documents listed above within ten (10) working days after receiving notice of award the bid deposit shall be forfeited to the Owner. The award may then, at the discretion of the Owner, be made to the next lowest responsible bidder, or the work may be re-advertised, or may be constructed by the Owner, in any legal manner.

ARTICLE 42 - NOTICE TO PROCEED

I. Notice to proceed is the official notice from the Owner to the Contractor to commence prosecution of the work, and commences the running of the time for completion of the work. Notice to proceed will be given within fifteen (15) working days of notice to the Contractor of award of contract and receipt of executed contracts by the Contractor. No work shall be commenced by the Contractor prior to receipt of notice to proceed.

ARTICLE 43 - PROJECT SCHEDULE

I. The Contractor shall be required to file an approved project schedule with the Owner's Representative. The project schedule shall set forth the order in which the Contractor plans

to perform the work. The schedule may be in graph or tabular form and shall include the date of submission for approval of drawings as may be required, starting dates for construction of the several parts of the work, and estimated completion dates of such parts, and completion date of the project.

II. The project schedule will be reviewed at the pre-construction conference between the Owner's Representatives, Owner, Contractor, and major Subcontractors. The Contractor shall furnish the Owner's Representatives with three (3) copies of accepted project schedule prior to commencement of the work.

III. The project schedule shall coordinate the work of the Contractor with the work of other contractors in respect to the availability of job sites upon completion of other work to be performed by other contractors. The project schedule may be altered or revised by Owner's Representative when deemed necessary in the opinion of the Owner's Representative in the interest of public safety, welfare or the interest of the Owner, or for coordination with any other activity of other contractors, the availability of all or portions of the job site, or special provisions of this contract, or to reasonably meet the completion date of the project.

IV. The Contractor shall periodically check actual progress of the work against the project schedule and the Contractor shall promptly report to the Owner's Representative any conditions which the Contractor feels will require revision of the schedule and shall promptly submit proposed revisions in the progress schedule for acceptance by the Owner's Representative. When such changes are accepted by the Owner's Representative, the revised schedule shall be followed by the Contractor. Failure, without cause, to maintain progress in accordance with the schedule shall constitute a breach of contract and shall constitute reason for invoking the pertinent portions of the General Conditions of the Specifications.

ARTICLE 44 - SCHEDULE OF VALUES

I. The Contractor shall submit a schedule of values of the various parts of the work, including quantities, aggregating the total sum of the contract, made out in such form as the Owner and/or Owner's Representative may require, and if required, supported by such evidence as to its correctness as the Owner's Representative may direct. This schedule, once approved by the Owner's Representative, shall be used as the basis for certificates for payment unless found to be in error. The schedule of values must be approved before any Certificates of Payment will be processed. In applying for payments for work, the Owner's Representative shall submit estimates of the percentage of work completed, and payment will be based upon the schedule of values for this work.

ARTICLE 45 - PRE-CONSTRUCTION CONFERENCE

I. A pre-construction conference shall be held at a time and place fixed by the Owner's Representative which will be within seven (7) working days from date of Notice to Proceed. The Contractor must be prepared for a thorough discussion and review, as well as revisions which may be deemed necessary in the opinion of the Owner's Representative, of the following agenda:

A. Submission of project schedule, schedule of values, list of subcontractors and list of products.

B. Designation of personnel representing the parties in contract; Contractor, Owner, Engineer, Subcontractors.

C. Distribution of Owner/Contractor Agreement

D. Submission of executed bonds and insurance certificates.

E. Job procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, change orders, and contract closeout procedures.

F. Inspection procedures and testing.

G. Distribution of Plans and Specifications, shop drawings, supplemental drawings and record drawings.

H. Compliance with Federal Labor Provision

I. Other matters pertaining to performance of the Work

II. Acceptance by the Owner's Representative of the project schedule shall not in any event excuse the Contractor of the obligation to complete the work within the time specified in the agreement or of complying with all terms, conditions and provisions of the Contract Documents. Failure of the Contractor to follow the project schedule submitted and accepted, including revisions thereof, shall relieve the Owner of any and all responsibility for furnishing and making available all or any portion of the job sites from time to time, and will relieve the Owner of any responsibility for delays to Contractor in the performance of the work.

III. Owner's Representative shall record minutes and distribute copies of same within seven (7) working days after meeting, with one copy to Owner, participants, and those affected by decisions made.

ARTICLE 46 – PROGRESS MEETINGS

I. Schedule and administer meetings throughout progress of Work at maximum bi-weekly intervals. Contractor will make arrangements for meetings and prepare agenda with copies for participants. Attendance is required by job superintendent, major subcontractors,

Owner's representative, and/or engineer as appropriate to agenda topics for each meeting. The agenda shall be as follows:

A. Review minutes of previous meeting.

B. Review work in progress.

C. Field observations, problems, and decisions

D. Identification of problems that impede planned progress.

E. Review of submittal schedule and status of submittals.

F. Maintenance of project schedule.

G. Corrective measures to regain projected schedules.

H. Planned progress during succeeding work period.

I. Maintenance of quality and work standards.

J. Effect of proposed changes on project schedule and coordination.

K. Other business relating to Work.

L. Review construction record drawings.

II. Owner's Representative shall record minutes and distribute copies of same within seven (7) working days after meeting with one copy each to Owner, participants, and those affected by decisions made.

END, GENERAL CONDITIONS