

Board Meeting Agenda
13 February 2023, 6:30 PM

***** VIRTUAL MEETING *****

Public Notice: This Board Meeting will be conducted remotely via Teams. Members of the public are encouraged to attend and participate in the meeting remotely.

Join on your computer, mobile app or room device using [this link](#)

Meeting ID: 217 765 827 229

Passcode: eynffs

Or call in (audio only) at [+1 332-249-0718,,232563029#](#)

Phone Conference ID: 232 563 029#

To provide Public Comment:

Submit your written Public Comment before 3:00PM (day of meeting) to the Clerk of the Board at barbara.glass@bothellwa.gov.

1. Call to Order – 6:30 PM
2. Public Comment
3. Consent Agenda
 - a. Minutes from 11 November 2022 Meeting
 - b. Vouchers paid 29 November 2022 in the amount of \$29,289.81
 - c. Vouchers paid 1 December 2022 in the amount of \$11,264.82
 - d. Vouchers paid 21 December 2022 in the amount of \$190,689.35
 - e. Vouchers paid 6 January 2023 in the amount of \$218.25
 - f. Vouchers paid 18 January 2023 in the amount of \$327.82
 - g. Vouchers paid 18 January 2023 in the amount of \$9,763.56
 - h. Vouchers paid 30 January 2023 in the amount of 39,762.50
 - i. Vouchers paid 3 February 2023 in the amount of \$140,328.65
 - j. Vouchers paid 3 February 2023 in the amount of \$136,664.62
 - k. Vouchers paid 9 February 2023 in the amount of \$7,323.91
4. Action Items
 - a. Consideration of Agreements **A-23-01**, *Public Works Contract for Northshore Parks and Recreation Service Area: Health and Wellness Center Roof and HVAC Upgrades* and **A-23-02**, *Public Works Contract for Northshore Parks and Recreation Service Area: Senior Center Building Upgrades* with CDK Construction LLC
 - b. Consideration of Agreement **A-21-05-02**, *Second Addendum to Northshore Parks and Recreation Service Area Professional Services Agreement* with Cornerstone Architectural Group

5. Discussion Items

- a. Discussion of Request for Proposals for Siting of the Youth Excellence Center

6. Reports

- a. Northshore Senior Center Brief, Nathan Phillips NSC CEO

7. Future Meetings

8. Adjourn

PRELIMINARY AGENDA: The preceding is a preliminary agenda of the Northshore Park and Recreation Service Area Board. Other items may be added and action taken on matters which do not appear above. For additional information, please contact Barbara Glass at barbara.glass@bothellwa.gov.

SPECIAL ACCOMMODATIONS: The Northshore Parks and Recreation Service Area strives to provide accessible meetings for people with disabilities. If special accommodations are required, please contact Barbara Glass at (425) 419-6426 at least three days prior to the meeting.



**NPRSA Board
Agenda Bill
Consent Item # 3A**

TO: Chair Best-Campbell and Members of the NPRSA Board

FROM: Becky Range, Executive Director
Barbara Glass, NPRSA Board Clerk

DATE: 13 February 2023

SUBJECT: Minutes from 11 November 2022

ITEM CONSIDERATION: This item asks the Board to approve minutes from the NPRSA Board meeting held on 11 November 2022.

FISCAL IMPACTS: This item does not have any direct fiscal impact.

ATTACHMENTS: Att-1. Minutes from 11 November 2022

RECOMMENDED ACTION: Move to approve the NPRSA Board Minutes from 11 November 2022.

Board Meeting Minutes
16 November 2022, 6:30 PM

Present

Board Chair Rachel Best-Campbell

Vice-Chair James McNeal

Board Members Jeanne Zornes, Rod Dembowski, and Debra Srebnik

Board Member Sarah Perry (joined at 6:37)

Board Clerk Barbara Glass

NPRSA Executive Director Becky Range

NPRSA Program Manager Christine Scotton

Northshore Senior Center CEO Nathan Phillips

Absent

Board Member Jared Mead

1. Call to Order

Board Chair Rachel Best-Campbell called the meeting to order at 6:33 PM.

2. Public Comment

No public comment was received.

3. Consent Agenda

- a. Minutes from 21 September 2022 Meeting
- b. Minutes from 12 October 2022 Special Meeting
- c. Vouchers paid 23 September 2022 in the amount of \$13,917.75
- d. Vouchers paid 30 September 2022 in the amount of \$3,240.00
- e. Vouchers paid 25 October in the amount of \$29,438.50
- f. Vouchers paid 3 November in the amount of \$104,491.77

James McNeal moved approval of the consent agenda. Jeanne Zornes second. The motion passed 5-0 with Sarah Perry and Jared Mead absent.

4. Reports

- a. Northshore Senior Center Brief

Nathan Phillips presented the item and entertained Board comments and questions.

- b. Capital Repairs Update

Christine Scotton presented the item and entertained Board comments and questions.

5. Discussion Items

- a. Consideration of Minute Order MO-22-12, Receiving the Q3 2022 Financial Report

Christine Scotton presented the item and entertained Board comments and questions. James McNeal moved receipt of the Q3 2022 Financial Report. Debra Srebnik second. The motion passed 6-0 with Jared Mead absent.

- b. Consideration of Minute Order MO-22-13, Approving the 2023 Capital Repairs Plan

Christine Scotton presented the item and entertained Board comments and questions. James McNeal moved approval of the 2023 Capital Repairs Plan as presented. Jeanne Zornes second. The motion passed 6-0 with Jared Mead absent.

- c. Consideration of Minute Order MO-22-14, Setting the 2023 Regular Levy Rate and Adopting the 2023 Budget

Barbara Glass presented the item and entertained Board comments and questions. Discussion ensued.

Debra Srebnik moved to open a public hearing on the levy rate and budget. James McNeal second. The motion passed 6-0 with Jared Mead absent. No public comment was received. James McNeal moved to close the public hearing on the levy rate and budget. Jeanne Zornes second. The motion passed 6-0 with Jared Mean absent.

Sarah Perry moved approval of Resolution R-22-03, approving the 2023 Budget, and resolution R-22-04, setting the 2023 Regular Levy Rate. The motion passed 6-0 with Jared Mead absent.

6. Future Meetings

A future meeting will be held on 18 January 2023. Additional future meetings will be scheduled in early 2023.

7. Adjourn

The meeting was adjourned at 7:38 PM.



TO: Board Chair Rachel Best-Campbell and Members of the NPRSA Board

FROM: Becky Range, Executive Director
Christine Scotton, Program Manager

DATE: 13 February 2023

SUBJECT: Vouchers from 29 November 2022 in the amount of \$29,289.81.

ITEM CONSIDERATION:	This item asks the Board to approve vouchers signed by the Auditing Officer for invoices paid on 29 November 2022 in the amount of \$29,289.81. Please note that the attachment for this item is at the end of the agenda packet.
FISCAL IMPACTS:	These items are budgeted in the 2022 adopted budget.
ATTACHMENTS:	Att-1. Voucher Packet in the amount of \$29,289.81 dated 29 November 2022
RECOMMENDED ACTION:	Move to approve vouchers for expenses invoiced on 22 November 2022 in the amount of \$29,289.81.



TO: Board Chair Rachel Best-Campbell and Members of the NPRSA Board

FROM: Becky Range, Executive Director
Christine Scotton, Program Manager

DATE: 13 February 2023

SUBJECT: Vouchers from 1 December 2022 in the amount of \$11,264.82.

ITEM CONSIDERATION:	This item asks the Board to approve vouchers signed by the Auditing Officer for invoices paid on 1 December 2022 in the amount of \$11,264.82. Please note that the attachment for this item is at the end of the agenda packet.
FISCAL IMPACTS:	These items are budgeted in the 2022 adopted budget.
ATTACHMENTS:	Att-1. Voucher Packet in the amount of \$11,264.82 dated 1 December 2022
RECOMMENDED ACTION:	Move to approve vouchers for expenses invoiced between 10 October 2022 and 9 November 2022 in the amount of \$11,264.82.



TO: Board Chair Rachel Best-Campbell and Members of the NPRSA Board

FROM: Becky Range, Executive Director
Christine Scotton, Program Manager

DATE: 13 February 2023

SUBJECT: Vouchers from 21 December 2022 in the amount of \$190,689.35.

ITEM CONSIDERATION:	This item asks the Board to approve vouchers signed by the Auditing Officer for invoices paid on 21 December 2022 in the amount of \$190,689.35. Please note that the attachment for this item is at the end of the agenda packet.
FISCAL IMPACTS:	These items are budgeted in the 2022 and 2023 adopted budgets.
ATTACHMENTS:	Att-1. Voucher Packet in the amount of \$190,689.35 dated 21 December 2022
RECOMMENDED ACTION:	Move to approve vouchers for expenses invoiced between 9 September 2022 and 1 January 2023 in the amount of \$190,689.35.



TO: Board Chair Rachel Best-Campbell and Members of the NPRSA Board

FROM: Becky Range, Executive Director
Christine Scotton, Program Manager

DATE: 13 February 2023

SUBJECT: Vouchers from 6 January 2023 in the amount of \$218.25.

ITEM CONSIDERATION: This item asks the Board to approve vouchers signed by the Auditing Officer for invoices paid on 6 January 2023 in the amount of \$218.25. Please note that the attachment for this item is at the end of the agenda packet.

FISCAL IMPACTS: These items are budgeted in the 2022 and 2023 adopted budgets.

ATTACHMENTS: Att-1. Voucher Packet in the amount of \$218.25 dated 6 January 2023

RECOMMENDED ACTION: Move to approve vouchers for expenses invoiced on 7 December 2022 in the amount of \$218.25.



TO: Board Chair Rachel Best-Campbell and Members of the NPRSA Board

FROM: Becky Range, Executive Director
Christine Scotton, Program Manager

DATE: 13 February 2023

SUBJECT: Vouchers from 18 January 2023 in the amount of \$327.82.

ITEM CONSIDERATION: This item asks the Board to approve vouchers signed by the Auditing Officer for invoices paid on 18 January 2023 in the amount of \$327.82. Please note that the attachment for this item is at the end of the agenda packet.

FISCAL IMPACTS: These items are budgeted in the 2022 and 2023 adopted budgets.

ATTACHMENTS: Att-1. Voucher Packet in the amount of \$327.82 dated 18 January 2023

RECOMMENDED ACTION: Move to approve vouchers for expenses invoiced between 31 December 2022 and 9 January 2023 in the amount of \$327.82.



TO: Board Chair Rachel Best-Campbell and Members of the NPRSA Board

FROM: Becky Range, Executive Director
Christine Scotton, Program Manager

DATE: 13 February 2023

SUBJECT: Vouchers from 18 January 2023 in the amount of \$9,763.56.

ITEM CONSIDERATION:	This item asks the Board to approve vouchers signed by the Auditing Officer for invoices paid on 18 January 2023 in the amount of \$9,763.56. Please note that the attachment for this item is at the end of the agenda packet.
FISCAL IMPACTS:	These items are budgeted in the 2022 and 2023 adopted budgets.
ATTACHMENTS:	Att-1. Voucher Packet in the amount of \$9,763.56 dated 18 January 2023
RECOMMENDED ACTION:	Move to approve vouchers for expenses invoiced between 28 November 2022 and 28 December 2022 in the amount of \$9,763.56.



TO: Board Chair Rachel Best-Campbell and Members of the NPRSA Board

FROM: Becky Range, Executive Director
Christine Scotton, Program Manager

DATE: 13 February 2023

SUBJECT: Vouchers from 30 January 2023 in the amount of \$39,762.50.

ITEM CONSIDERATION:	This item asks the Board to approve vouchers signed by the Auditing Officer for invoices paid on 30 January 2023 in the amount of \$39,762.50. Please note that the attachment for this item is at the end of the agenda packet.
FISCAL IMPACTS:	These items are budgeted in the 2023 adopted budget.
ATTACHMENTS:	Att-1. Voucher Packet in the amount of \$39,762.50 dated 30 January 2023
RECOMMENDED ACTION:	Move to approve vouchers for expenses invoiced on 18 January 2023 in the amount of \$39,762.50.



TO: Board Chair Rachel Best-Campbell and Members of the NPRSA Board

FROM: Becky Range, Executive Director
Christine Scotton, Program Manager

DATE: 13 February 2023

SUBJECT: Vouchers from 3 February 2023 in the amount of \$140,328.65.

ITEM CONSIDERATION:	This item asks the Board to approve vouchers signed by the Auditing Officer for invoices paid on 3 February 2023 in the amount of \$140,328.65. Please note that the attachment for this item is at the end of the agenda packet.
FISCAL IMPACTS:	These items are budgeted in the 2022 and 2023 adopted budgets.
ATTACHMENTS:	Att-1. Voucher Packet in the amount of \$140,328.65 dated 3 February 2023
RECOMMENDED ACTION:	Move to approve vouchers for expenses invoiced on 18 October 2022 in the amount of \$140,328.65.



TO: Board Chair Rachel Best-Campbell and Members of the NPRSA Board

FROM: Becky Range, Executive Director
Christine Scotton, Program Manager

DATE: 13 February 2023

SUBJECT: Vouchers from 3 February 2023 in the amount of \$136,664.62.

ITEM CONSIDERATION:	This item asks the Board to approve vouchers signed by the Auditing Officer for invoices paid on 3 February 2023 in the amount of \$136,664.62. Please note that the attachment for this item is at the end of the agenda packet.
FISCAL IMPACTS:	These items are budgeted in the 2023 adopted budget.
ATTACHMENTS:	Att-1. Voucher Packet in the amount of \$136,664.62 dated 3 February 2023
RECOMMENDED ACTION:	Move to approve vouchers for expenses invoiced on 3 February 2022 in the amount of \$136,664.62.



TO: Board Chair Rachel Best-Campbell and Members of the NPRSA Board

FROM: Becky Range, Executive Director
Christine Scotton, Program Manager

DATE: 13 February 2023

SUBJECT: Vouchers from 9 February 2023 in the amount of \$7,323.91.

ITEM CONSIDERATION:	This item asks the Board to approve vouchers signed by the Auditing Officer for invoices paid on 9 February 2023 in the amount of \$7,323.91. Please note that the attachment for this item is at the end of the agenda packet.
FISCAL IMPACTS:	These items are budgeted in the 2023 adopted budget.
ATTACHMENTS:	Att-1. Voucher Packet in the amount of \$7,323.91 dated 9 February 2023
RECOMMENDED ACTION:	Move to approve vouchers for expenses invoiced on 7 February 2022 in the amount of \$7,323.91.



TO: Chair Best-Campbell and Members of the NPRSA Board

FROM: Becky Range, Executive Director
Christine Scotton, Program Manager (Presenter)

DATE: 13 February 2023

SUBJECT: Consideration of Agreements **A-23-01**, *Public Works Contract for Northshore Parks and Recreation Service Area: Health and Wellness Center Roof and HVAC Upgrades* and **A-23-02**, *Public Works Contract for Northshore Parks and Recreation Service Area: Senior Center Building Upgrades* with CDK Construction, LLC

SUMMARY: This item asks the NPRSA Board to consider approving public works contracts with CDK Construction LLC for capital repairs at the Northshore Senior Center and the Health and Wellness Center.

DISCUSSION: **History**

As part of its 2022 Capital Repairs Plan, the NPRSA Board authorized the following projects in 2021:

- Health and Wellness Center HVAC Replacement
- Northshore Senior Center Roof Replacement
- Northshore Senior Center HVAC Replacement
- Northshore Senior Center Building Envelope Repairs

NPRSA Staff had initially planned to complete these projects using the NPRSA's job-order contracting program. However, initial estimates showed that the cost of each of these projects would exceed the \$500,000 statutory limit on projects eligible for job-order contracting. Further, long procurement lead times for HVAC components meant that the work could not be completed during Summer 2022 as originally planned.

In anticipation of a construction start date in early 2023, NPRSA procured replacement HVAC equipment for the Northshore Senior Center, and Staff began preparing for a public bid process. In an attempt to attract more bidders, Staff combined the authorized capital repairs into two projects: the Health and

Wellness Center Building Upgrades Project and the Northshore Senior Center Building Upgrades Project. The NPRSA Board authorized replacement of the Health and Wellness Center roof as part of the Health and Wellness Center Building Upgrades Project.

Because preliminary cost estimates for both projects suggested that capital repair expenses in Q1-Q3 2023 would exceed revenues and current reserves, the NPRSA requested an Interfund Loan from King County in the amount of \$1,000,000.

NPRSA Staff received bids for the Northshore Senior Center Building Upgrades Project on 30 November 2022. Because quotes came in much higher than anticipated, and to avoid potential bid protests, Staff decided to reject all responses and solicit new bids. As part of the rebid, Staff divided the project scope into a base bid (roof and HVAC replacement) and two “alternate” bids (envelope repair and interior trim refinishing). This allows the NPRSA to review quoted costs prior to determining the final project scope.

Staff received two bids for the Health and Wellness Center Building Upgrades Project on 5 January 2023. An intent to award was issued on 18 January 2023, naming CDK Construction LLC as the apparent low bidder. Staff received three bids for the Northshore Senior Center Building Upgrades Project rebid on 18 January 2023. After determining one bidder to be nonresponsive because of a failure to name an electrical subcontractor as required by RCW, Staff issued an intent to award on 1 February 2023, again naming CDK Construction LLC as the apparent low bidder.

Scope Consideration

The quotes received from CDK Construction are as follows:

- Health and Wellness Center Roof and HVAC: \$1,393,300
- Northshore Senior Center Roof and HVAC: \$1,526,300
- Northshore Senior Center Envelope: \$635,000

NPRSA Staff recommend factoring contingencies into the quotes to reflect change orders to the contract to address unexpected scope changes or unanticipated repair needs. Because the condition of the building envelope is difficult to assess until work has already begun, Staff have factored a larger contingency into the cost estimate for that work.

- HWC Roof and HVAC with 10% Contingency: \$1,532,850
- NSC Roof and HVAC with 10% Contingency: \$1,678,930
- NSC Envelope Repair with 20% Contingency: \$780,000

With all contingencies factored in the Health and Wellness Center Building Upgrades Project is projected to cost approximately \$250,000 more than budgeted in 2022. The Northshore Senior Center Building Upgrades Project, including the Envelope, is projected to cost approximately \$750,000 more than budgeted in 2022. These increases are attributable to inflation and increased materials costs.

As anticipated, the costs of these projects will result in deficit spending in 2023. Based on cash flow analysis, the NPSRA's general fund reserves will be depleted in Q3. This was anticipated in the 2023 budget; the \$1,000,000 line of credit available through the King County Interfund Loan was judged to be sufficient to cover any debts incurred in excess of our reserves, and approximately \$750,000 of tax revenue that will be collected in Q4 2023 was expected to allow us to repay most or all of the borrowed monies. However, because current cost estimates have inflated by approximately \$1,000,000, the NPRSA would have to draw on much more of the line of credit than originally anticipated to complete the full project scope, including the envelope repairs.

If the NPRSA proceeds with Roof and HVAC replacement at both facilities and with Envelope Repair at the Northshore Senior Center, Staff anticipate that the General Fund will be depleted in August 2023. To complete these projects, the NPRSA would draw on approximately \$820,000 of its line of credit. The NPRSA would not be able to repay this debt until Q2 2024, and would end 2023 approximately \$400,000 in debt.

At the Board's option, the NPRSA may instead choose to proceed only with the Roof and HVAC replacement at both facilities, deferring the envelope repair at the Northshore Senior Center. If the NPRSA pursues this option, Staff anticipate that the General Fund will be depleted in September 2023. To complete these projects, the NPRSA would draw on approximately \$55,000 of its line of credit. The NPRSA would be able to repay this debt in November, and would end the year with reserves of approximately \$350,000. The envelope repair work would be scheduled for Q2 and Q3 of 2024, and Staff anticipate it could be completed without incurring debt.

Staff recommend proceeding only with the roof and HVAC repair work at both facilities. These are more pressing repair issues, and could be completed without

incurring significant debt. The debt that the NPRSA would incur to complete the envelope repairs this year would leave the NPRSA unable to complete emergency repairs. Additionally, envelope repair costs could foreseeably escalate beyond the 20% contingency, as the true condition of the envelope is as yet unclear. Were this to happen, the NPRSA could exceed the \$1,000,000 capacity of its line of credit.

Contract Approval

To begin repair work, the Board must approve contracts with CDK Construction. There are several ways that the Board can choose to proceed.

Option A

The Board may choose to approve Agreements A-23-01 (**Attachment 1**) and A-23-02 (**Attachment 4**), which would authorize roof and HVAC replacement at the Health and Wellness Center and the Northshore Senior Center. The anticipated total cost of these projects is \$3,211,780, with a maximum debt of \$55,000 incurred.

Option B

The Board may choose to approve Agreements A-23-01 (**Attachment 1**) and A-23-02 (**Attachment 4**), which would authorize roof and HVAC replacement at the Health and Wellness Center and the Northshore Senior Center, and Addendum A-23-02-01 (**Attachment 7**), which would additionally authorize envelope repair at the Northshore Senior Center. The anticipated total cost of these projects is \$3,973,780, with a maximum debt of \$820,000 incurred.

Option C

The Board may choose to reject either or both contracts with CDK Construction. This would require NPRSA Staff to go to public bid again, and would delay project start by several months. There is also no guarantee that the NPRSA would receive additional bids, or that any bids that the NPRSA receives would be lower than CDK's bid.

FISCAL IMPACTS: This item has no direct financial impact to the NPRSA. Work to be performed under this contract is budgeted in the 2023 adopted budget.

ATTACHMENTS: Att-1. A-23-01 Public Works Contract for Northshore Parks and Recreation Service Area: Health and Wellness Center Roof and HVAC Upgrades

NPRSA Board
Agenda Bill
Item # 4A

- Att-2. Scope of Work – Health and Wellness Center
- Att-3. General Conditions and Modifications to the General Conditions – Health and Wellness Center
- Att-4. A-23-02 Public Works Contract for Northshore Parks and Recreation Service Area: Senior Center Building Upgrades
- Att-5. Scope of Work – Northshore Senior Center
- Att-6. General Conditions and Modification to the General Conditions – Northshore Senior Center
- Att-7. A-23-02-01 First Addendum to Public Works Contract for Northshore Parks and Recreation Service Area: Senior Center Building Upgrades
- Att-8. Scope of Work – Northshore Senior Center Alternate Bids

ACTION: Move to approve any combination of Agreements A-23-01 and A-23-02 and Addendum A-23-02-01 to reflect the Board’s intentions.

**PUBLIC WORKS CONTRACT
FOR
Northshore Parks & Recreation Service Area:
Health and Wellness Center Roof and HVAC UPGRADES**

THIS PUBLIC WORKS CONTRACT for Health and Wellness Center Roof and HVAC Upgrades (Contract) dated 01/25/2023, is effective on the date the Contract is fully executed by the Parties. The Parties to this Contract are the Northshore Parks & Recreation Service Area (NPRSA), a Washington quasi-municipal corporation, and CDK Construction, LLC, a Washington limited liability company.

A. NPRSA desires to retain an independent contractor for the Health and Wellness Center Roof and HVAC Upgrades.

B. The Contractor has the requisite skill and experience to perform such work and has submitted a proposal dated January 5th, 2023, to complete such work ("Proposal").

C. NPRSA has determined that the Contractor's offer was the lowest responsive and responsible bid submitted.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Contract the parties agree to the following terms and conditions:

1. SERVICES BY CONTRACTOR

1.1 Description of Work. Contractor shall perform all work described in Exhibit A of this Contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications. The Contractor will also provide the NPRSA as-built drawings of the Work.

1.2 Contract Documents. The Contract between the parties includes this Contract, along with the General Conditions (Exhibit "B"), Special Provisions (included in Exhibit A), L&I form Statement of Intent to Pay Prevailing Wages, L&I form Affidavit of Wages Paid, Certificate of Insurance naming NPRSA as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this Contract as if fully set forth herein, and shall be referred to collectively as the "Contract" or "Contract Documents." In the event there is any discrepancy between any of the foregoing Contract Documents, the following order of documents governs so that the former prevails over the latter: Contract, Special Provisions, General Conditions.

1.3 Completion Date. The Work shall be commenced within ten (10) days of receipt by the Contractor of NPRSA's Notice to Proceed and shall be Substantially Completed by September 22, 2023, (the "Contract Time") as may be extended in accordance with the Contract Documents. The time of beginning, rate of progress, and time of completion are essential to this Contract.

1.4 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for highly skilled and competent contractors performing this type of work in this area.

- 1.5 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws and regulations, including but not limited to all applicable ordinances, resolutions, standards, or policies, as now existing, or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection, or other fees, at its sole cost and expense.
- 1.6 Utility Location. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities.
- 1.7 Air Environment. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment.

2. TERM

This Contract shall commence on the effective date of this Contract and continue until the Work is complete, and formally accepted by NPRSA, and all warranties have expired.

3. REQUISITE SKILL

The Contractor warrants that it has the requisite skill to complete the Work and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Bothell by obtaining a City of Bothell business license. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

4. COMPENSATION

- 4.1 Total Compensation. In consideration of the Contractor performing the Work, NPRSA agrees to pay the Contractor an amount not to exceed one million three hundred ninety-three thousand and five hundred dollars (\$1,393,500), based on the Proposal submitted by Contractor dated January 5th, 2023 and as may be adjusted under the Contract Documents.
- 4.2 Contractor Responsible for Taxes. Except as otherwise stated in the Contract Documents, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.
- 4.3 Method of Payment. Payment by NPRSA for the Work will only be made after the Work has been completed, a pay application submitted in a form satisfactory to NPRSA, and such application is approved by the appropriate NPRSA representatives pursuant to Section 01 29 76 of the General Terms and Conditions. NPRSA shall pay for the portion of the Work described in the pay application that has been completed by the Contractor and approved by NPRSA. Payment shall be made within thirty (30) days of receipt of such application unless otherwise set forth in the Bid Form. The Contractor's acceptance of such payment for the Work shall constitute full compensation for the performance of the Work. The NPRSA's payment shall not constitute a waiver of the NPRSA's right to final inspection and acceptance of the Work.

The Contractor shall complete and return to the NPRSA a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal.

Invoices shall be submitted to:

Northshore Parks & Recreation Service Area
ATTN: Christine Scotton
10201 E Riverside Drive
Bothell, WA 98011

5. EQUAL OPPORTUNITY EMPLOYER

In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Contract, there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, sexual orientation, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state, or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Contract by the NPRSA and, in the case of the Contractor's breach, may result in ineligibility for further NPRSA agreements.

6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the NPRSA shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the NPRSA, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may perform work during the Term of this Contract for other third parties; provided, however, that such performance of other work shall not conflict with or interfere with the Contractor's ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the NPRSA.

7. INDEMNIFICATION

7.1 Indemnification and Hold Harmless.

- A. The Contractor shall protect, defend, indemnify, and hold harmless the NPRSA, its elected officials, officers, agents, volunteers, and employees, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever, including attorneys' fees (hereinafter "claims"), arising out of or in connection with the

performance of this Contract except for injuries and damages caused by the sole negligence of the NPRSA. However, should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the NPRSA, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

- B. The Contractor's obligations under this section shall include, but not be limited to,
 - i. The duty to promptly accept tender of defense and provide defense to the NPRSA at the Contractor's own expense.
 - ii. The duty to indemnify and defend the NPRSA, its elected officials, officers, agents, and employees, from any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects NPRSA with a full and complete indemnity and defense of claims made by the Contractor's employees. The parties acknowledge that these provisions were mutually negotiated upon by them.
 - iii. To the maximum extent permitted by law, the Contractor shall indemnify and defend the NPRSA, its elected officials, officers, agents and employees, from and be liable for all damages and injury which shall be caused to owners of property on or in the vicinity of the Work or which shall occur to any person or persons or property whatsoever arising out of the performance of this Contract, whether or not such injury or damage is caused by negligence of the Contractor or caused by the inherent nature of the work specified.
- C. NPRSA may, in its sole discretion, (1) withhold amounts sufficient to pay the amount of any claim for injury, and/or (2) pay any claim for injury of which NPRSA may have knowledge, regardless of the formalities of notice of such claim, arising out of the performance of this Contract.
- D. Any amount withheld will be held until the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment on such claim. In addition, the Contractor shall reimburse and otherwise be liable for claims costs incurred by the NPRSA, including, without limitation, costs for claims adjusting services, attorneys, engineering, and administration.
- E. In the event the NPRSA incurs any judgment, award, and/or costs arising therefrom, including attorneys' fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- F. This provision has been mutually negotiated by the NPRSA and the Contractor.

7.2 Survival. The provisions of this Section 7 shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

8. INSURANCE

The Contractor agrees to carry without interruption from commencement of the Contractors work through the term of the Contract insurance pursuant to the General Conditions Part 2 – Insurance and Bonds.

9. PERFORMANCE/PAYMENT BOND

Pursuant to Chapter 39.08. RCW, Contractor shall provide Performance Bond and Payment Bond each in an amount equal to 100% of the amount of this Contract to cover the performance of all provisions of this Contract and the payment of all laborers and suppliers. The Contract bonds shall be in a form set forth in the Contract Documents. The Contract bond shall assure that the Contractor will faithfully perform all of the provisions of the Contract as well as pay all laborers, mechanic subcontractors, materialmen, and suppliers. Contractor's obligations under this Contract shall not be limited to the bond amount. The Contractor shall complete the bonds and return fully completed copies to NPRSA prior to or upon execution of this Contract.

10. SAFETY

The Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. The Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards. All trenches shall be provided with adequate safety systems as required by Chapter 49.17 RCW and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

11. PREVAILING WAGES

This Contract is subject to the minimum wage requirements of Chapter 39.12 RCW pursuant to Section 5.04 of the General Terms and Conditions.

12. SUBCONTRACTOR RESPONSIBILITY

Contractor shall verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in the Instructions to Bidders and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every public works subcontract or every tier.

13. OWNERSHIP OF DOCUMENTS

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work shall become the property of NPRSA and shall be delivered to NPRSA at its request.

14. CONFIDENTIALITY

If it is necessary to provide proprietary information, the Contractor shall clearly mark the information on each page of the document(s) as "Proprietary and Confidential". NPRSA is subject to laws regarding the disclosure of public records and document. Proposals and other materials, submitted by the Contractor become public record and may be subject to public disclosure, in whole or in part, and may be released by the NPRSA in the event of a request for disclosure. In the event the NPRSA receives a public record request for information and the Contractor has marked the requested document as "Proprietary and Confidential", the NPRSA shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information; provided that the Contractor shall be solely responsible for all attorney fees and costs in such action and shall save and hold harmless the NPRSA from any costs, attorneys fees or penalty assessments under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

15. BOOKS AND RECORDS

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting procedures and practices as may be deemed necessary by the NPRSA to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit by the NPRSA, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

16. CLEAN UP

At any time ordered by NPRSA and immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, NPRSA may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the NPRSA and/or the NPRSA may deduct its costs from any remaining payments due to the Contractor.

17. GENERAL PROVISIONS

This Contract, the Contract Documents, and any supporting contract documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings shall be effective for any purpose.

No provision of this Contract may be amended except by written agreement of the Parties.

Any provision of this Contract which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of NPRSA. In the event NPRSA consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract. Subject to the preceding sentence, this Contract shall be binding upon and

inure to the benefit of the Parties' successors in interest, heirs, and assigns.

In the event the NPRSA or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or NPRSA places the enforcement of the Contract or any part thereof, or the collection of any monies due, in the hands of an attorney, or files suit, each Party shall pay all its own attorneys' fees and expenses. The venue for any dispute related to this Contract shall be King County, Washington.

Failure of the NPRSA to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.


This Contract shall be governed by and interpreted in accordance with the laws of the State of Washington. Each individual executing this Contract on behalf of NPRSA and Contractor represents and warrants that such individuals are duly authorized to execute this Contract.

Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract the _____ day of _____, 20_____.

CDK Construction Services, Inc

[INSERT FULL LEGAL NAME OF CONTRACTOR]: **NPRSA:**

By: 
[insert full legal name and title of signator]

Dennis H. Davies President

By: _____
Rachel Best-Campbell, NPRSA Board Chair

PO Box 1767
Duvall, WA 98019

Phone: *425 788-8441*
Email:

Northshore Parks & Recreation Service Area (NPRSA) is seeking proposals for the following project:

A. Health and Wellness Center Roof and HVAC Upgrade:

1. Base Bid work of this project includes:

- a. Work at the Health and Wellness Center (HWC) includes but is not limited to replacement of the shingle roofing (approximately 17,000 square feet) and of HVAC systems and accompanying appurtenances for a fully functioning system.
- b. See all project documents, drawings, and specifications for scope of work.

B. Alternate Bids:

1. See Section 01 23 00 for alternate bid descriptions

The Architect/Engineer's estimate: Base Bid \$1.0 million, In accordance with RCW 39.04.320 this project requires a minimum 15% Apprenticeship Participation for projects with an estimated maximum allowable construction cost (MACC) of one million dollars or more.

MWBE: NPRSA is committed to providing the maximum practicable opportunity for participation by minority and women-owned businesses (MWBE) in public works. Voluntary goals for this project have been established as 15% MBE and 12% WBE. Participation may be either on a direct basis in response to this invitation to bid, or as a subcontractor or supplier. However, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids will not be rejected or considered non-responsive if they do not include MWBE participation.

Prebid Conference will be held at 9:00 am, Thursday, December 1, 2022, at NPRSA Senior Center Room 205, 10201 E. Riverside Dr. Bothell WA 98011. Contact André Coppin, RA, Cornerstone Architectural Group for more information at (206) 682-5000.

Bid Submittal: Sealed bids are due no later than 11:00 AM, Thursday, December 22, 2022. Bids will be opened publicly at 11:00 AM, Thursday, December 22, 2022, at the NPRSA Senior Center Room 205, 10201 E. Riverside Dr. Bothell WA, 98011.

Bids can be hand-delivered to NPRSA Senior Center, 10201 E. Riverside Dr. Bothell WA 98011. Bids can be mailed to NPRSA Senior Center, 10201 E. Riverside Dr. Bothell WA 98011. Bids received after due date and time will be returned unopened and will not be considered.

NPRSA reserves the right to reject or accept any or all proposals and to waive informalities. See project manual for complete information on what must be submitted.

Plans, project manual, addenda, bidders list, and plan holders list for this project are available through Builder's Exchange of Washington. Complete digital project bidding documents are available at www.nprsawa.org/bid-opportunities

For questions and support regarding access to the online plan room, please call 425-219-0961.

NPRSA
HWC ROOF AND HVAC UPGRADES
SECTION 00 72 13

The Northshore Parks and Recreation Service Area has adopted the General Conditions for Washington State Facility Construction, July 1, 2010 edition, herein referred to as Section 00 72 13 General Conditions – Stipulated Sum (Single- Prime Contract) for this project.

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PART 1 – GENERAL PROVISIONS

1.01 DEFINITIONS

- A. “Application for Payment” means a written request submitted by Contractor to A/E for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.
- B. “Architect,” “Engineer,” or “A/E” means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- C. “Change Order” means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- D. “Claim” means Contractor’s exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in Part 8.
- E. “Contract Award Amount” is the sum of the Base Bid and any accepted Alternates.
- F. “Contract Documents” means the Advertisement for Bids, Instructions for Bidders, completed Bid Form, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Public Works Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.
- G. “Contract Sum” is the total amount payable by Owner to Contractor, for performance of the Work in accordance with the Contract Documents, including all taxes imposed by law and properly chargeable to the Work, except Washington State sales tax.
- H. “Contract Time” is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- I. “Contractor” means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- J. “Day(s)”: Unless otherwise specified, day(s) shall mean calendar day(s).”
- K. “Drawings” are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- L. “Final Acceptance” means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents, as more fully set forth in Section 6.09 B.
- M. “Final Completion” means that the Work is fully and finally complete in accordance with the Contract Documents, as more fully set forth in Section 6.09 A.
- N. “Force Majeure” means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05A.
- O. “Notice” means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.

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- P. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run.
- Q. "Owner" means the state agency, institution, or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.
- R. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.
- S. "Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.08 A.
- T. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in Section 3.02.
- U. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- V. "Project Record" means the separate set of Drawings and Specifications as further set forth in paragraph 4.02A.
- W. "Schedule of Values" means a written breakdown allocating the total Contract Sum to each principal category of Work, in such detail as requested by Owner.
- X. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- Y. "Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
- Z. "Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.
- AA. "Substantial Completion" means that stage in the progress of the Work when the construction is sufficiently complete, as more fully set forth in Section 6.07.
- AB. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.02 ORDER OF PRECEDENCE

Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order:

1. Signed Public Works Contract, including any Change Orders.
2. Supplemental Conditions.
3. Modifications to the General Conditions.
4. General Conditions.

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5. Specifications. Provisions in Division 1 shall take precedence over provisions of any other Division.
6. Drawings. In case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings.
7. Signed and Completed Bid Form.
8. Instructions to Bidders.
9. Advertisement for Bids.

1.03 EXECUTION AND INTENT

Contractor Representations: Contractor makes the following representations to Owner:

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

PART 2 – INSURANCE AND BONDS

2.01 CONTRACTOR'S LIABILITY INSURANCE

General insurance requirements: Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance by Owner shall not relieve or decrease the liability of Contractor. Companies writing the insurance to be obtained by this part shall be licensed to do business under Chapter 48 RCW or comply with the Surplus Lines Law of the State of Washington. Contractor shall include in its bid the cost of all insurance and bond costs required to complete the base bid work and accepted alternates. Insurance carriers providing insurance in accordance with the Contract Documents shall be acceptable to Owner, and its A.M. Best rating shall be indicated on the insurance certificates.

- A. Term of insurance coverage: Contractor shall maintain the following insurance coverage during the Work and for one year after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by Section 5.16.

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1. General Liability Insurance: Commercial General Liability (CGL) on an Occurrence Form. Coverage shall include, but not be limited to:
 - a. Completed operations/products liability;
 - b. Explosion, collapse, and underground; and
 - c. Employer's liability coverage.
 2. Automobile Liability Insurance: Automobile liability
- B. Industrial Insurance compliance: Contractor shall comply with the Washington State Industrial Insurance Act and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.
 - C. Insurance to protect for the following: All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.
 - D. Owner as Additional Insured: All insurance coverages shall be endorsed to include Owner as an additional named insured for Work performed in accordance with the Contract Documents, and all insurance certificates shall evidence the Owner as an additional insured.

2.02 COVERAGE LIMITS

Insurance amounts: The coverage limits shall be as follows:

- A. Limits of Liability shall not be less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage (other than Automobile Liability) Each Occurrence; Personal Injury and Advertising Liability Each Occurrence.
- B. \$2,000,000 Combined Single Limit Annual General Aggregate.
- C. \$2,000,000 Annual Aggregate for Products and Completed Operations Liability.
- D. \$1,000,000 Combined Single Limit for Automobile Bodily Injury and Property Damage Liability, Each Accident or Loss.

2.03 INSURANCE COVERAGE CERTIFICATES

- A. Certificate required: Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance coverage.
- B. List Project info: All insurance certificates shall name Owner's Project number and Project title.
- C. Cancellation provisions: All insurance certificates shall specifically require 45 Days prior notice to Owner of cancellation or any material change, except 30 Days for surplus line insurance.

2.04 PAYMENT AND PERFORMANCE BONDS

Conditions for bonds: Payment and performance bonds for 100% of the Contract Award Amount, plus state sales tax, shall be furnished for the Work, using the Payment Bond and Performance Bond form published by and available from the American Institute of Architects (AIA) – form A312. Prior to execution of a Change Order that, cumulatively with previous Change Orders, increases the Contract Award Amount by 15% or more, the Contractor shall provide either new payment and performance bonds for the

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revised Contract Sum, or riders to the existing payment and performance bonds increasing the amount of the bonds. The Contractor shall likewise provide additional bonds or riders when subsequent Change Orders increase the Contract Sum by 15% or more. No payment or performance bond is required if the Contract Sum is \$35,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 10% of the Contract Sum for the period allowed by RCW 39.08.010.

2.05 ALTERNATIVE SURETY

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

- A. Owner has a reasonable objection to the surety; or
- B. Any surety fails to furnish reports on its financial condition if required by Owner.

2.06 BUILDER'S RISK

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

PART 3 – TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

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

3.02 CONSTRUCTION SCHEDULE

- A. Preliminary Progress Schedule: Unless otherwise provided in Division 1, Contractor shall, within 14 Days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule. The Progress Schedule shall show the sequence in which Contractor proposes to perform the Work,

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and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.

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

3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

- A. Owner may suspend Work: Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 Days, or for such longer period as mutually agreed.
- B. Compliance with suspension; Owner's options: Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 Days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:
1. Cancel the written notice suspending the Work; or
 2. Terminate the Work covered by the notice as provided in the termination provisions of Part 9.
- C. Resumption of Work: If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.
- D. Equitable Adjustment for suspensions: Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance

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directly attributable to such suspension, provided Contractor complies with all requirements set forth in Part 7.

3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

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

3.05 DELAY

- A. Force Majeure actions not a default; Force Majeure defined: Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:
1. Acts of God or the public enemy;
 2. Acts or omissions of any government entity;
 3. Fire or other casualty for which Contractor is not responsible;
 4. Quarantine or epidemic;
 5. Strike or defensive lockout;
 6. Unusually severe weather conditions which could not have been reasonably anticipated; and
 7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.
- B. Contract Time adjustment for Force Majeure: Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to Section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- C. Contract Time or Contract Sum adjustment if Owner at fault: Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to Sections 7.02 and 7.03.
- D. No Contract Time or Contract Sum adjustment if Contractor at fault: Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.

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- E. Contract Time adjustment only for concurrent fault: To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to Section 7.03, but shall not be entitled to an adjustment in Contract Sum.
- F. Contractor to mitigate delay impacts: Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

3.06 NOTICE TO OWNER OF LABOR DISPUTES

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

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

A. Liquidated Damages

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

B. Actual Damages

Calculation of Actual Damages: Actual damages will be assessed for failure to achieve Final Completion within the time provided. Actual damages will be calculated on the basis of direct architectural, administrative, and other related costs attributable to the Project from the date when Final Completion should have been achieved, based on the date Substantial Completion is actually achieved, to the date Final Completion is actually achieved. Owner may offset these costs against any payment due Contractor.

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PART 4 – SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

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

4.02 PROJECT RECORD

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

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4.03 SHOP DRAWINGS

- A. Definition of Shop Drawings: "Shop Drawings" means documents and other information required to be submitted to A/E by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment. Shop Drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose Shop Drawings provided in accordance with the Contract Documents.
- B. Approval of Shop Drawings by Contractor and A/E: Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Shop Drawings submitted to A/E without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for A/E review. A/E will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the A/E has approved or taken other appropriate action. Owner and A/E shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.
- C. Contractor not relieved of responsibility when Shop Drawings approved: Approval, or other appropriate action with regard to Shop Drawings, by Owner or A/E shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner or A/E shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- D. Variations between Shop Drawings and Contract Documents: If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If A/E approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.
- E. Contractor to submit 5 copies of Shop Drawings: Unless otherwise provided in Division 1, Contractor shall submit to A/E for approval 5 copies of all Shop Drawings. Unless otherwise indicated, 3 sets of all Shop Drawings shall be retained by A/E and 2 sets shall be returned to Contractor.

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4.04 ORGANIZATION OF SPECIFICATIONS

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

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

- A. A/E, not Contractor, owns Copyright of Drawings and Specifications: The Drawings, Specifications, and other documents prepared by A/E are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E, and A/E shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.
- B. Drawings and Specifications to be used only for this Project: The Drawings, Specifications, and other documents prepared by the A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and A/E. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E appropriate to and for use in the execution of their Work.
- C. Shop Drawing license granted to Owner: Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in Section 5.03 and 5.22 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.
- D. Shop Drawings to be used only for this Project: The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PART 5 – PERFORMANCE**5.01 CONTRACTOR CONTROL AND SUPERVISION**

- A. Contractor responsible for Means and Methods of construction: Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the

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Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.

- B. Competent Superintendent required: Performance of the Work shall be directly supervised by a competent superintendent who has authority to act for Contractor. The superintendent must be satisfactory to the Owner and shall not be changed without the prior written consent of Owner. Owner may require Contractor to remove the superintendent from the Work or Project site, if Owner reasonably deems the superintendent incompetent, careless, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition.
- C. Contractor responsible for acts and omissions of self and agents: Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.
- D. Contractor to employ competent and disciplined workforce: Contractor shall enforce strict discipline and good order among all of the Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.
- E. Contractor to keep project documents on site: Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, and permits and permit drawings.
- F. Contractor to comply with ethical standards: Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with the Ethics in Public Service Act RCW 42.52, which, among other things, prohibits state employees from having an economic interest in any public works contract that was made by, or supervised by, that employee. Contractor shall remove, at its sole cost and expense, any of its, or its Subcontractors' employees, if they are in violation of this act.

5.02 PERMITS, FEES, AND NOTICES

- A. Contractor to obtain and pay for permits: Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner.
- B. Allowances for permit fees: If allowances for permits or utility fees are called for in the Contract Documents and set forth in Contractor's bid, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the difference shall be adjusted by Change Order.
- C. Contractor to comply with all applicable laws: Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

5.03 PATENTS AND ROYALTIES

Payment, indemnification, and notice: Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a

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particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

5.04 PREVAILING WAGES

- A. Contractor to pay Prevailing Wages: Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.
- B. Statement of Intent to Pay Prevailing Wages: Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to the Owner for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
- C. Affidavit of Wages Paid: Prior to release of retainage, the Contractor shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Contractor and every subcontractor, of any tier, that performed work on the Project.
- D. Disputes: Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.
- E. Statement with pay application; Post Statements of Intent at job site: Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefilled statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- F. Contractor to pay for Statements of Intent and Affidavits: In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.
- G. Certified Payrolls: Consistent with WAC 296-127-320, the Contractor and any subcontractor shall submit a certified copy of payroll records if requested.

5.05 HOURS OF LABOR

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

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

5.06 NONDISCRIMINATION

- A. Discrimination prohibited by applicable laws: Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, Sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, the Washington State Law Against Discrimination, RCW 49.60, and Gubernatorial Executive Order 85-09. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.

- B. During performance of the Work:

1. Protected Classes: Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.
2. Advertisements to state nondiscrimination: Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.
3. Contractor to notify unions and others of nondiscrimination: Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.
4. Owner and State access to Contractor records: Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.
5. Pass through provisions to Subcontractors: Contractor shall include the provisions of this section in every Subcontract.

5.07 SAFETY PRECAUTIONS

- A. Contractor responsible for safety: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.
- B. Contractor safety responsibilities: In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations,

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and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.

- C. Contractor to maintain safety records: Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.
- D. Contractor to provide HazMat training: Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
1. Information. At a minimum, Contractor shall inform persons working on the Project site of:
 - a. WAC: The requirements of chapter 296-62 WAC, General Occupational Health Standards;
 - b. Presence of hazardous chemicals: Any operations in their work area where hazardous chemicals are present; and
 - c. Hazard communications program: The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by chapter 296-62 WAC.
 2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:
 - a. Detecting hazardous chemicals: Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
 - b. Hazards of chemicals: The physical and health hazards of the chemicals in the work area;
 - c. Protection from hazards: The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
 - d. Hazard communications program: The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
- E. Hazardous, toxic or harmful substances: Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
1. Illegal use of dangerous substances: Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or

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harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 Days on the Project site.

2. Contractor notifications of spills, failures, inspections, and fines: Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
- F. Public safety and traffic: All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
- G. Contractor to act in an emergency: In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.
- H. No duty of safety by Owner or A/E: Nothing provided in this section shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. Limited storage areas: Contractor shall confine all operations, including storage of materials, to Owner-approved areas.
- B. Temporary buildings and utilities at Contractor expense: Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall be removed by Contractor at its expense upon completion of the Work.
- C. Roads and vehicle loads: Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Ownership and reporting by Contractor of demolished materials: Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.
- E. Contractor responsible for care of materials and equipment on-site: Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of

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Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.

- F. Contractor responsible for loss of materials and equipment: Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

5.09 PRIOR NOTICE OF EXCAVATION

- A. Excavation defined; Use of locator services: "Excavation" means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than 12 inches in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line. Before commencing any excavation, Contractor shall provide notice of the scheduled commencement of excavation to all owners of underground facilities or utilities, through locator services.

5.10 UNFORESEEN PHYSICAL CONDITIONS

- A. Notice requirement for concealed or unknown conditions: If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly and in no event later than 7 Days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.
- B. Adjustment in Contract Time and Contract Sum: If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefore as provided in Part 7.

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

- A. Contractor to protect and repair property: Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.
- B. Tree and vegetation protection: Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

5.12 LAYOUT OF WORK

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

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

5.13 MATERIAL AND EQUIPMENT

- A. Contractor to provide new and equivalent equipment and materials: All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of A/E, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents.
- B. Contractor responsible for fitting parts together: Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- C. Owner may reject defective Work: Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner.

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

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

5.15 TESTS AND INSPECTION

- A. Contractor to provide for all testing and inspection of Work: Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and

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where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.

- B. Owner may conduct tests and inspections: Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:
1. Constitute or imply acceptance;
 2. Relieve Contractor of responsibility for providing adequate quality control measures;
 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
 5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- C. Inspections or inspectors do not modify Contract Documents: Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.
- D. Contractor responsibilities on inspections: Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

5.16 CORRECTION OF NONCONFORMING WORK

- A. Work covered by Contractor without inspection: If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. Payment provisions for uncovering covered Work: If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes such a request as provided in Part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.
- C. Contractor to correct and pay for non-conforming Work: Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or

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completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.

- D. Contractor's compliance with warranty provisions: If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under Section 6.08, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.
- E. Contractor to remove non-conforming Work: Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.
- F. Owner may charge Contractor for non-conforming Work: If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.
- G. Contractor to pay for damaged Work during correction: Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. No Period of limitation on other requirements: Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one year as described in Section 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. Owner may accept non-conforming Work and charge Contractor: If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

5.17 CLEAN UP

Contractor to keep site clean and leave it clean: Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor.

5.18 ACCESS TO WORK

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

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5.19 OTHER CONTRACTS

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

5.20 SUBCONTRACTORS AND SUPPLIERS

- A. Subcontractor Responsibility: The Contractor shall include the language of this paragraph in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
 5. On a project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the Owner's first advertisement of the project.
- B. Provide names of Subcontractors and use qualified firms: Before submitting the first Application for Payment, Contractor shall furnish in writing to Owner the names, addresses, and telephone numbers of all Subcontractors, as well as suppliers providing materials in excess of \$2,500. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any Subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions.

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- C. Subcontracts in writing and pass through provision: All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds.
- D. Coordination of Subcontractors; Contractor responsible for Work: Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- E. Automatic assignment of subcontracts: Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:
1. Effective only after termination and Owner approval: The assignment is effective only after termination by Owner for cause pursuant to Section 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and
 2. Owner assumes Contractor's responsibilities: After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
 3. Impact of bond: The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

5.21 WARRANTY OF CONSTRUCTION

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

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5.22 INDEMNIFICATION

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

PART 6 – PAYMENTS AND COMPLETION**6.01 CONTRACT SUM**

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

6.02 SCHEDULE OF VALUES

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

6.03 APPLICATION FOR PAYMENT

- A. Monthly Application for Payment with substantiation: At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.
- B. Contractor certifies Subcontractors paid: By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.011, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in Section 1.03, are true and correct, to the best of Contractor’s knowledge, as of the date of the Application for Payment.

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- C. Reconciliation of Work with Progress Schedule: At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.
- D. Payment for material delivered to site or stored off-site: If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:
1. Suitable facility or location: The material will be placed in a facility or location that is structurally sound, dry, lighted and suitable for the materials to be stored;
 2. Facility or location within 10 miles of Project: The facility or location is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;
 3. Facility or location exclusive to Project's materials: Only materials for the Project are stored within the facility or location (or a secure portion of a facility or location set aside for the Project);
 4. Insurance provided on materials in facility or location: Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
 5. Facility or location locked and secure: The facility or location (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
 6. Owner right of access to facility or location: Owner shall at all times have the right of access in company of Contractor;
 7. Contractor assumes total responsibility for stored materials: Contractor and its surety assume total responsibility for the stored materials; and
 8. Contractor provides documentation and Notice when materials moved to site: Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish Notice to Owner when materials are moved from storage to the Project site.

6.04 PROGRESS PAYMENTS

- A. Owner to pay within 30 Days: Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 Days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with chapter 39.76 RCW if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Withholding retainage; Options for retainage: Owner shall retain 5% of the amount of each progress payment until 45 Days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with chapter 60.28 RCW, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.

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- C. Title passes to Owner upon payment: Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.
- D. Interest on unpaid balances: Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in chapter 39.76 RCW.

6.05 PAYMENTS WITHHELD

- A. Owner's right to withhold payment: Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
1. Non-compliant Work: Work not in accordance with the Contract Documents;
 2. Remaining Work to cost more than unpaid balance: Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
 3. Owner correction or completion Work: Work by Owner to correct defective Work or complete the Work in accordance with Section 5.16;
 4. Contractor's failure to perform: Contractor's failure to perform in accordance with the Contract Documents; or
 5. Contractor's negligent acts or omissions: Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.
- B. Owner to notify Contractor of withholding for unsatisfactory performance: In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with chapter 39.76 RCW.

6.06 RETAINAGE AND BOND CLAIM RIGHTS

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

6.07 SUBSTANTIAL COMPLETION

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

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6.08 PRIOR OCCUPANCY

- A. Prior Occupancy defined; Restrictions: Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: be deemed an acceptance of any portion of the Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.
- B. Damage; Duty to repair and warranties: Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Contractor's one year duty to repair any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

- A. Final Completion defined: Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing, but in no case shall constitute Final Acceptance which is a subsequent, separate, and distinct action.
- B. Final Acceptance defined: Final Acceptance shall be achieved when the Contractor has completed the requirements of the Contract Documents. The date Final Acceptance is achieved shall be established by Owner in writing. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the payment and performance bonds, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Final payment waives Claim rights: Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in Part 8.

PART 7 – CHANGES**7.01 CHANGE IN THE WORK**

- A. Changes in Work, Contract Sum, and Contract Time by Change Order: Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in Section 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.
- B. Owner may request COP from Contractor: If Owner desires to order a change in the Work, it may request a written Change Order Proposal (COP) from Contractor. Contractor shall submit a Change Order Proposal within 14 Days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order Proposal shall be full compensation for

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implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.

- C. COP negotiations: Upon receipt of the Change Order Proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in Sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- D. Change Order as full payment and final settlement: If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.
- E. Failure to agree upon terms of Change Order; Final offer and Claims: If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 30 Days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in Part 8.
- F. Field Authorizations: The Owner may direct the Contractor to proceed with a change in the work through a written Field Authorization (also referred to as a Field Order) when the time required to price and execute a Change Order would impact the Project.

The Field Authorization shall describe and include the following:

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

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

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7.02 CHANGE IN THE CONTRACT SUM

A. General Application

1. Contract Sum changes only by Change Order: The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order Proposal.

2. Owner fault or negligence as basis for change in Contract Sum: If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.
 - (a) Notice and record keeping for equitable adjustment: A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 7 Days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.

 - (b) Content of notice for equitable adjustment; Failure to comply: Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 7 Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

 - (c) Contractor to provide supplemental information: Within 30 Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph a. above with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with Section 7.03C. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

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- (d) Contractor to proceed with Work as directed: Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
 - (e) Contractor to combine requests for same event together: Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.
3. Methods for calculating Change Order amount: The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Contract Sum, shall be determined by one of the following methods:
- a. Fixed Price: On the basis of a fixed price as determined in paragraph 7.02B.
 - b. Unit Prices: By application of unit prices to the quantities of the items involved as determined in paragraph 7.02C.
 - c. Time and Materials: On the basis of time and material as determined in paragraph 7.02D.
4. Fixed price method is default; Owner may direct otherwise: When Owner has requested Contractor to submit a Change Order Proposal, Owner may direct Contractor as to which method in subparagraph 3 above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or of a request for an equitable adjustment, on the basis of the fixed price method.

B. Change Order Pricing – Fixed Price

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

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

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

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c. Equipment costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources:

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

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

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

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

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

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

f. Allowance for overhead: This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any change in the Contract Sum. If the Contractor is compensated under Section 7.03D, the amount of such compensation shall be reduced by the amount Contractor is otherwise entitled to under this subsection (f). This allowance shall compensate Contractor for all noncraft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the rates below:

- (1) Projects less than \$3 million: For projects where the Contract Award Amount is under \$3 million, the following shall apply:

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- (a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (b) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (c) Contractor markup for Subcontractor Work: For Contractor, for any work performed by its Subcontractor(s) 6% of the first \$50,000 of the amount due each Subcontractor, and 4% of the remaining amount if any.
 - (d) Subcontractor markup for lower tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.
 - (e) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B 7a. – e.
- (2). Projects more than \$3 million: For projects where the Contract Award Amount is equal to or exceeds \$3 million, the following shall apply:
- (a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (b) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (c) Contractor markup for Subcontractor Work: For Contractor, for any Work performed by its Subcontractor(s), 4% of the first \$50,000 of the amount due each Subcontractor, and 2% of the remaining amount if any.
 - (d) Subcontractor markup for lower tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.
 - (e) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B 7a. – e.
- g. Allowance for profit: Allowance for profit is an amount to be added to the cost of any change in contract sum, but not to the cost of change in Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:
- (1) Contractor / Subcontractor markup for self-performed Work: For Contractor or Subcontractor of any tier for work performed by their forces, 6% of the cost developed in accordance with Section 7.02B 7a. – e.

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- (2) Contractor / Subcontractor markup for Work performed at lower tier: For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 4% of the subcontract cost developed in accordance with Section 7.02B 7a. – h.
- h. Insurance and bond premiums: Cost of change in insurance or bond premium: This is defined as:
 - (1) Contractor's liability insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and
 - (2) Payment and Performance Bond: The cost of the additional premium for Contractor's bond arising directly from the changed Work.

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

C. Change Order Pricing – Unit Prices

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

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

- 1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:
 - a. Scope: Scope of Work to be performed;

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- b. Reimbursement basis: Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
 - c. Reimbursement limit: Cost limit of reimbursement.
2. Contractor responsibilities: Contractor shall:
- a. Identify workers assigned: Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Provide daily timesheets: Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within 2 working days for Owner's review.
 - c. Allow Owner to measure quantities: Leave access as appropriate for quantity measurement;
 - d. Perform Work efficiently: Perform all Work in accordance with this section as efficiently as possible; and
 - e. Not exceed Owner's cost limit: Not exceed any cost limit(s) without Owner's prior written approval.
3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:
- a. Timesheets: Labor detailed on daily time sheets; and
 - b. Invoices: Invoices for material.

7.03 CHANGE IN THE CONTRACT TIME

- A. COP requests for Contract Time: The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order Proposal.
- B. Time extension permitted if not Contractor's fault: If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.
 - 1. Notice and record keeping for Contract Time request: A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 Days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.
 - 2. Timing and content of Contractor's Notice: Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the

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Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

3. Contractor to provide supplemental information: Within 30 Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 4. Contractor to proceed with Work as directed: Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- C. Contractor to demonstrate impact on critical path of schedule: Any change in the Contract Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract Time, shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order Proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.
- D. Cost of change in Contract Time: Contractor may request compensation for the cost of a change in Contract Time in accordance with this paragraph, 7.03D, subject to the following conditions:
1. Must be solely fault of Owner or A/E: The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E;
 2. Procedures: Contractor shall follow the procedure set forth in paragraph 7.03B;
 3. Demonstrate impact on critical path: Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 7.03C; and
 4. Limitations on daily costs: The daily cost of any change in Contract Time shall be limited to the items below, less the amount of any change in the Contract Sum the Contractor may otherwise be entitled to pursuant to Section 7.02B 7f for any change in the Work that contributed to this change in Contract Time:
 - a. Non-productive supervision or labor: cost of nonproductive field supervision or labor extended because of delay;
 - b. Weekly meetings and indirect activities: cost of weekly meetings or similar indirect activities extended because of the delay;

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- c. Temporary facilities or equipment rental: cost of temporary facilities or equipment rental extended because of the delay;
- d. Insurance premiums: cost of insurance extended because of the delay;
- e. Overhead: general and administrative overhead in an amount to be agreed upon, but not to exceed 3% of the Contract Award Amount divided by the originally specified Contract Time for each Day of the delay.

PART 8 – CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS PROCEDURE

- A. Claim is Contractor's remedy: If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in Section 7.01, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in Section 7.02 or the Contract Time as provided in Section 7.03, Contractor's only remedy shall be to file a Claim with Owner as provided in this section.
- B. Claim filing deadline for Contractor: Contractor shall file its Claim within 120 Days from Owner's final offer made in accordance with paragraph 7.01E, or by the date of Final Acceptance, whichever occurs first.
- C. Claim must cover all costs and be documented: The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
 - 1. Factual statement of Claim: A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
 - 2. Dates: The date on which facts arose which gave rise to the Claim;
 - 3. Owner and A/E employee's knowledgeable about Claim: The name of each employee of Owner or A/E knowledgeable about the Claim;
 - 4. Support from Contract Documents: The specific provisions of the Contract Documents which support the Claim;
 - 5. Identification of other supporting information: The identification of any documents and the substance of any oral communications that support the Claim;
 - 6. Copies of supporting documentation: Copies of any identified documents, other than the Contract Documents, that support the Claim;
 - 7. Details on Claim for Contract Time: If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;
 - 8. Details on Claim for adjustment of Contract Sum: If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail as required by Section 7.02; and

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9. Statement certifying Claim: A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.
- D. Owner's response to Claim filed: After Contractor has submitted a fully documented Claim that complies with all applicable provisions of Parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:
1. Response time for Claim less than \$50,000: If the Claim amount is less than \$50,000, with a decision within 60 Days from the date the Claim is received; or
 2. Response time for Claim of \$50,000 or more: If the Claim amount is \$50,000 or more, with a decision within 60 Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.
- E. Owner's review of Claim and finality of decision: To assist in the review of Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless Contractor follows the procedure set forth in Section 8.02.
- F. Waiver of Contractor rights for failure to comply with this Section: Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless made in accordance with the requirements of this Section.

8.02 ARBITRATION

- A. Timing of Contractor's demand for arbitration: If Contractor disagrees with Owner's decision rendered in accordance with paragraph 8.01D, Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 Days after the date of Owner's decision on such Claim; failure to demand arbitration within said 30 Day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors.
- B. Filing of Notice for arbitration: Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provided to Owner. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
1. Claims less than \$30,000: Disputes involving \$30,000 or less shall be conducted in accordance with the Northwest Region Expedited Commercial Arbitration Rules; or
 2. Claims greater than \$30,000: Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
- C. Arbitration is forum for resolving Claims: All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may

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occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.

- D. Owner may combine Claims into same arbitration: Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration or mediation.
- E. Settlement outside of arbitration to be documented in Change Order: If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

8.03 CLAIMS AUDITS

- A. Owner may audit Claims: All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.
- B. Contractor to make documents available: In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:
1. Daily time sheets and supervisor's daily reports;
 2. Collective bargaining agreements;
 3. Insurance, welfare, and benefits records;
 4. Payroll registers;
 5. Earnings records;
 6. Payroll tax forms;
 7. Material invoices, requisitions, and delivery confirmations;
 8. Material cost distribution worksheet;
 9. Equipment records (list of company equipment, rates, etc.);
 10. Vendors', rental agencies', Subcontractors', and agents' invoices;
 11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
 12. Subcontractors' and agents' payment certificates;
 13. Cancelled checks (payroll and vendors);
 14. Job cost report, including monthly totals;
 15. Job payroll ledger;
 16. Planned resource loading schedules and summaries;

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17. General ledger;
 18. Cash disbursements journal;
 19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work;
 20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
 21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
 22. All nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;
 23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and
 24. Work sheets, software, and all other documents used by Contractor to prepare its bid.
- C. Contractor to provide facilities for audit and shall cooperate: The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

PART 9 – TERMINATION OF THE WORK

9.01 TERMINATION BY OWNER FOR CAUSE

- A. 7 Day Notice to Terminate for Cause: Owner may, upon 7 Days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
1. Contractor fails to prosecute Work: Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 2. Contractor bankrupt: Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 3. Contractor fails to correct Work: Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 4. Contractor fails to supply workers or materials: Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
 5. Contractor failure to pay Subcontractors or labor: Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;

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6. Contractor violates laws: Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 7. Contractor in material breach of Contract: Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Owner's actions upon termination: Upon termination, Owner may at its option:
1. Take possession of Project site: Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
 2. Accept assignment of Subcontracts: Accept assignment of subcontracts pursuant to Section 5.20; and
 3. Finish the Work: Finish the Work by whatever other reasonable method it deems expedient.
- C. Surety's role: Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. Contractor's required actions: When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 9.02B, and shall not be entitled to receive further payment until the Work is accepted.
- E. Contractor to pay for unfinished Work: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
- F. Contractor and Surety still responsible for Work performed: Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.
- G. Conversion of "Termination for Cause" to "Termination for Convenience": If Owner terminates Contractor for cause and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to Section 9.02.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

- A. Owner Notice of Termination for Convenience: Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
- B. Contractor response to termination Notice: Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
1. Cease Work: Stop performing Work on the date and as specified in the notice of termination;

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2. No further orders or Subcontracts: Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
 3. Cancel orders and Subcontracts: Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
 4. Assign orders and Subcontracts to Owner: Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
 5. Take action to protect the Work: Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and
 6. Continue performance not terminated: Continue performance only to the extent not terminated
- C. Terms of adjustment in Contract Sum if Contract terminated: If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of Part 7.
- D. Owner to determine whether to adjust Contract Time: If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10 – MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

Applicable law and venue: The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be in the county in which Owner's principal place of business is located, unless otherwise specified.

10.02 SUCCESSORS AND ASSIGNS

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

10.03 MEANING OF WORDS

Meaning of words used in Specifications: Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority,

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whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings, or required to complete the installation.

10.04 RIGHTS AND REMEDIES

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

10.05 CONTRACTOR REGISTRATION

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

10.06 TIME COMPUTATIONS

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

10.07 RECORDS RETENTION

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

10.08 THIRD-PARTY AGREEMENTS

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

10.09 ANTITRUST ASSIGNMENT

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

10.10 HEADINGS AND CAPTIONS

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

These Northshore Parks and Recreation Service Area Modifications to the General Conditions form a part of, and are incorporated in the Contract Documents and modify, delete, add, and replace provisions of the General Conditions. Provisions not altered remain in effect. All terms defined elsewhere in the Contract Documents shall have the same meaning here.

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PART 1 – GENERAL PROVISIONS

1.01 Definitions

Strike and replace paragraph F. with:

“Contract Documents,” also called “Contract,” means the agreement between the Owner and Contractor, which includes the Advertisement for Bids, signed Agreement Form, completed Bid Form, Instructions to Bidders, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Specifications and Drawings, Addenda, certifications, supplemental agreements, change orders and all other documents specifically incorporated by reference, and all modifications thereof.

Strike and replace paragraph Q. with:

“Owner” means The Northshore Parks and Recreation Service Area, as represented by the Owner and the Administering Department listed in Section 00 01 06 – Project Directory, and any authorized representative designated by the Owner.

Add new definition:

“Public Works Contract” means the Contract Documents or Contract.

PART 2 – NOT USED

PART 3 – TIME AND SCHEDULE

3.01 Progress and Completion

Add the following sentences prior to the first sentence of the section:

Notice to Proceed: A Notice to Proceed will not be given until after the Contract has been executed. No portion of the Work shall begin on the project site nor shall the Contractor order any materials before the Notice to Proceed has been given or unless otherwise instructed by the Owner.

3.02 Progress Schedule

Delete entire section and refer to Section 01 32 16, Progress Schedule.

3.03 Owner’s Right to Suspend the Work for Convenience

Replace paragraph C with the following:

C. If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work within seven days, ~~or as mutually agreed by the parties.~~

Add a new paragraph E:

- E. In preparing for or during any suspensions of the Work, the Contractor shall take all steps necessary to prevent damage to or deterioration of the Work. The Contractor's safety and maintenance responsibilities shall remain unchanged except for those assumed by the Owner under the conditions set forth in this section.

3.05 Delay

Replace subparagraph A.6 with the following:

- 6. Unusually severe weather, in excess of weather conditions experienced within the area any time in the preceding 10 years as documented by NOAA's Historical Data, available on the National Weather Service's website:
 - a. Monthly rainfall in excess of 90% of the highest monthly rainfall experienced for the same month.
 - b. Annual rainfall in excess of 90% of the highest annual rainfall experienced.
 - c. Monthly snowfall in excess of 90% the highest monthly snowfall experienced for the same month.
 - d. Annual snowfall in excess of 90% of the highest annual snowfall experienced.
 - e. Average high temperatures, for the summer months, in excess of the highest temperatures experienced.
 - f. Average low temperatures, for the winter months, lower than the lowest average temperatures experienced.
 - g. Other severe weather conditions as agreed between the Owner and Contractor.

PART 4 – SPECIFICATIONS, DRAWINGS AND OTHER DOCUMENTS

4.02 Project Record

Add a sentence at the end of paragraph B:

Maintenance of the Project Record, satisfactory to Owner, will be a requirement for approval of progress payments.

PART 5 – PERFORMANCE

5.01 Contractor Control and Supervision

Add new subparagraph to A:

1. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall not be relieved of the obligation to evaluate and be fully and solely responsible for the control and supervision of those or any other aspects of the Work, including jobsite safety. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall promptly give written notice of that determination, together with an explanation of the reasons Contractor believes the same to be unsafe, to the Owner and A/E and shall not proceed with that portion of the Work without further written instructions. If in the judgment of the Contractor the specified construction means, methods, techniques, sequences or procedures deviate from prudent construction practice such that there will be an effect on any warranties then the Contractor shall propose alternatives for which no increase in the Contract Sum or Contract Time will be made.

5.02 Permits, Fees and Notices

Add to paragraph B the following:

- B. The Owner will pay for the following permits and fees relating to the permanent structures and utilities for the Project:
1. City building permit and plan checking fees,
 2. Street Improvement permit, related engineering fees, city agency installation fees, capacity expansion fees, and added facility expansion fees,
 3. Water service hook-up fees,
 4. Gas service hook-up fees,
 5. General telephone charges to relocate service terminal.

Obtaining and paying for all other permits, including the side sewer permit and any street use permits related to the Contractor's use of the right-of-way for construction lay down or staging and vehicular or pedestrian traffic control are the responsibility of the Contractor.

Replace paragraph D as follows:

- D. Contractor shall include copies of each valid permit required on the project in the Operations & Maintenance Manuals. Nothing in this Section 00 72 60 5.02(D) shall be construed as imposing a duty upon the Owner or A/E to secure permits.

5.04 Prevailing Wages

Delete entire section and refer to Section 00 73 43, Prevailing Wages

5.07 Safety Precautions

Add a new subparagraph 5.07 A 2 a:

- a) In addition the Contractor shall comply with the following requirements when they are applicable: Chapter 296-32 WAC Safety Standards for Telecommunications; Chapter 296-45 WAC, Safety Standards for Electrical Workers; Chapter 173-303 WAC, Dangerous Waste Regulations; Chapter 173-360 WAC, Underground Storage Tank Regulations; Chapter 296-87 WAC, Safety Requirements for Workmen's Construction Elevators; National Electrical Safety Code C2. In cases of conflict between different safety regulations, the more stringent regulation shall apply.

Add the following to paragraph E:

3. The Contractor shall use all reasonable precautions to prevent bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

- a. The Owner will obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner will furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the A/E shall promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If the Contractor has an objection to a person or entity proposed by the Owner, the Owner will propose another to whom the Contractor has no reasonable objection. When the material or substance has been rendered harmless, the Owner shall notify the Contractor, and the work in the affected area shall resume. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Part 7.
4. The Owner shall not be responsible for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.
5. If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

Add new paragraph I:

- I. In addition to other requirements of the Contract, in order to receive a Notice to Proceed, the Contractor must submit the following to Owner:
 1. A copy of its company Safety Program. The Safety Program shall contain, at a minimum, the following:
 - a. Organization, including names of individuals who will perform safety duties, titles, work assignments, authority and reporting relationships.
 - b. Training Program. Who, how and when training is provided; method of employee training concerning safety rules and procedures; training in use of protective equipment.
 - c. Protective Equipment. List of personal protective equipment to be provided to employees.
 - d. Accident Prevention and Loss Control Plan. Work site inspection and hazard correction procedures; disciplinary procedures for safety infractions; accident response, investigation and reporting procedures.
 - e. Regular Safety Meetings. On-site weekly, or other frequency as appropriate, safety meetings mandatory for all employees.

2. An appropriate site specific safety plan. The plan must be tailored to the needs of the particular project and to the types of hazards involved, and be in compliance with WISHA requirements.

5.09 Prior Notice of Excavation

Delete second sentence of paragraph A.

Add new paragraph B:

- B. The Contractor is alerted to the existence of RCW 19.122, an act relating to governing exposure of underground utilities facilities and prescribing penalties for non-compliance. This Section does not include all notification that may be necessary. Any cost or scheduling impact incurred by the Contractor by reason of Contractor's required compliance with these statutory and contractual provisions shall be borne by the Contractor. No excavation shall begin until all known utilities and facilities near the excavation area have been located and marked, and the Contractor has complied with all applicable provisions of RCW 19.122.

5.10 Unforeseen Physical Conditions

Add new paragraph C:

- C. If Contractor encounters mold in the course of its Work it shall provide Notice to Owner to evaluate what action might be necessary. Contractor shall ensure that all building materials used during the Work are dry prior to incorporation into the Work. If Contractor encounters water intrusion from any source it shall take immediate steps to ensure that any affected material is dry according to generally accepted industry standards.

5.13 Material and Equipment

Add new paragraph D:

- D. Contractor shall ensure that all equipment, materials and articles incorporated into the Work are free of hazardous materials.

5.15 Tests and Inspection

Replace the third sentence in paragraph A with the following:

Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity engaged by the Owner, or with the appropriate public authority, and the Owner shall bear all related costs of tests, inspections and approvals.

5.20 Subcontractors and Suppliers

Replace paragraph B and add subparagraph as follows:

- A. Contractor shall utilize subcontractors and suppliers, which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions.
 - 1. If the Owner reasonably concludes that any portion of the Work subcontracted by the Contractor is not being prosecuted in accordance with the Contract Documents, the Contractor shall, upon request of the Owner, remove the subcontractor of any tier performing such work. Such a removal shall not relieve the Contractor of its responsibility for the performance of the Work or complying with all of the requirements of the Contract within the Contract Sum and Time.

Add new paragraph F:

- F. Refer to Section 00 21 13 1.14A-B Instructions to Bidders, for additional requirements for the Contractor and Subcontractors.

5.22 Indemnification

Delete paragraph A and its subsections and refer to Section 00 73 16, Insurance Requirements.

Re-letter paragraph B to paragraph A.

PART 6 - PAYMENTS AND COMPLETION

6.02 Schedule of Values

Replace paragraph in its entirety with following:

- A. Before submitting its first Application for Payment, Contractor shall submit to Owner for approval a breakdown allocating the total Contract Sum to each principle category of work, in such detail as requested by Owner ("Schedule of Values"). The approved Schedule of Values shall include appropriate amounts for demobilization, record drawings, O&M manuals, and any other requirements for Project closeout, and shall be used by Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.
 - 1. Submit a list of subcontractors and material suppliers.
 - 2. The Schedule of Values and the Contractor's Progress Schedule shall be developed and agreed to in conjunction with the subcontractors.
 - a. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - 1) Items required to be indicated as separate activities in Contractor's Progress Schedule.

- 2) Application for Payment forms, including Continuation Sheets.
 - b. Submit the Schedule of Values to the A/E for approval at the earliest possible date but no later than 30 days after the issuance of the Notice to Proceed, and not less than 14 days prior to the first application for payment.
3. Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each listed Specification Section beginning with Division 02, relating directly to the pertinent applicable activities of the Progress Schedule, with each line item broken down separately for labor and materials. Include the following as a minimum:
- a. Include separate line item values for Progress Schedule and updates, mobilization, permits/bonds/insurances, temporary facilities, supervision, survey and layout, demobilization, commissioning and equipment/systems start-up, and project closeout withholding.
 - 1) Temporary facilities and other major cost items that are not a direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
 - 2) Demobilization shall be not less than 1 percent of the Contract amount.
 - 3) Project closeout withholding value, for duration between Substantial Completion and Final Acceptance, shall not be less than 2 percent of the Contract amount. Of that amount, half will be for "Punchlist Work" that will not be released until Final Completion is reached.
 - 4) Schedule preparation and updates shall not be less than 1/2 percent of the Contract amount.
 - 5) Commissioning shall be not less than 1 percent of the Contract amount.
 - b. Major cost items, which are not directly a cost of actual work-in-place, such as distinct temporary facilities, may be either shown as items in the Schedule of Values or included in General Conditions and Mobilization or Demobilization at the Contractor's option.
 - c. Line item amounts shall be rounded off to nearest whole dollar, with total of the primary Schedule of Values breakdown equal to the Contract Sum.
 - d. Provide at least one line item for each Specification Section, and at least one line item for each pertinent item within each specification section.
 - e. Provide breakdown by phasing of construction, or area of work.
 - f. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.

- 1) Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.
 - g. Include separate line item cost for shop drawing preparation.
 - h. Unit Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
 - i. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
4. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of A/E.
 - c. Project Number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 5. Listing: Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section.
 - b. Description of Work.
 - c. Change Order (numbers) that affect value.
 - d. Dollar value.
 - e. Percentage of Contract Sum to nearest 1/100 of a percent, adjusted to total 100 percent.
 6. Schedule of Values Updating: Update and resubmit Schedule of Values prior to the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. Add a new line item for each Change Order, and provide a breakdown of several line items for large or complicated Change Orders.

6.03 Application for Payment

Replace paragraph A and add subparagraphs 1. through 10. as follows:

- A. Within the first seven days of each month, the Contractor shall submit to the A/E a report on the current progress of the Work as compared to the Contractor's Progress Schedule, and a draft Application for Payment, for Work performed during the prior calendar month. This shall not constitute a payment request. The Contractor, Owner and A/E shall meet within the next 10 days and confer regarding the current progress of the Work and the amount of payment to which the Contractor is entitled. Owner may require Contractor to provide data substantiating the Contractor's right to payment, such as copies of requisitions from subcontractors, and reflecting retainage as provided elsewhere in the

Contract Documents. The Contractor shall not be entitled to make a payment request, nor is any payment due the Contractor, until such data is furnished.

1. After the Contractor, Owner and the A/E have met and conferred regarding the draft Application, and the Contractor has furnished all progress information required and all data requested by the Owner, the Contractor may submit a payment request in the agreed upon amount, in the form of a signed, itemized Application for Payment for Work performed. The submission of this Application constitutes a certification that the Work is current on the Contractor's Progress Schedule.
2. General:
 - a. Except as otherwise indicated, sequence of progress payments shall be regular, and each must be consistent with previous applications and payments; it is recognized that certain applications involve extra requirements, including initial application, application at times of Substantial Completion, and final payment application.
 - b. Do not "project" work completed beyond the date of Application for Payment submittal for the purpose of payment request.
 - c. Include Summary of Waste Generated by Project as further described in Project Manual Section 01 74 19, Construction Waste Management and Disposal.
3. Payment Application Times: Progress payments will be based upon a monthly period, with the last day of each month being the cut-off date. The new payment period will then begin on the first day of each month.
4. Draft Payment Application: Draft copies shall be provided to the A/E and Owner by e-mail at least 48 hours prior to the last regular construction meeting of the month at which the payment request will be reviewed. The draft payment request shall be a copy of the previous month's approved payment request, with proposed percentages and dollar amounts (rounded off to nearest whole dollar) hand written beside each line item, and a total percentage complete and dollar amount for the month. Once the amounts are reviewed and agreed to by the A/E and Owner, the Contractor shall prepare the actual payment request as required in this section based upon the amounts agreed to.
 - a. Make available for A/E review current Project Record Documents delineating any and all revisions since the previous application for payment.
5. Application Preparation: Complete every entry on the actual payment request form. The A/E will return incomplete applications without action.
 - a. Entries shall match data on the Schedule of Values and the Contractor's Progress Schedule. Use updated schedules if revisions were made.
 - b. Include amounts of Change Orders issued prior to the last day of the construction period covered by the application. If a Change Order includes more than one Change Order Proposal (COP) or Construction Change Directive (CCD), list each COP or CCD individually.

6. Transmittal: Submit one original signed copy (no photocopies of signatures are permitted) of each Application for Payment to the A/E by a method ensuring receipt within 2 business days.
 - a. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the A/E.
7. Initial Payment Application: The principal administrative actions and submittals which must precede or coincide with submittal of first payment application can be summarized as follows, but not necessarily by way of limitation:
 - a. Submit Statement of Intent to Pay Prevailing Wages on Public Works Contract on form issued by the State of Washington, Department of Labor and Industries. One is required from the Contractor and one from each of those subcontractors who will provide labor on the Project Site.
 - 1) Contractor shall forward the Owner's copy directly to the Owner (do not send through the A/E). The Contractor shall also post on the Project Site one certified copy of each Statement of Intent. For further information, phone the Industrial Statistician (360) 902-5335.
 - 2) Processing of an application will not begin until an approved copy is on file with the Owner for each classification of laborers, workers, or mechanics employed by the Contractor or Subcontractor that are included in an application for payment; no exceptions.
 - b. Submit and receive review comments for Construction Progress Schedule.
 - c. Submit Schedule of Values, allocated to the various portions of the work; the Schedule shall be used as a basis for the Contractor's Application for Payment.
 - d. List of Subcontractors, complete with phone numbers, business address and contact person.
 - e. List of major material suppliers and fabricators, complete with phone numbers, business address and contact person.
 - f. Contractor's Progress Schedule (preliminary if not final).
 - g. Schedule of Unit Prices, as applicable.
 - h. Schedule of Submittals (preliminary if not final).
 - i. Listing of Contractor's staff assignments and principal consultants.
 - j. Copies of acquired building permits and similar authorizations and licenses from governing authorities for current performance of the work.
 - k. Initial progress report.
 - l. Initial settlement survey and damage report, if required.
 - m. Quality Control Plan.
 - n. Safety Plan.
 - o. Waste Management Plan.
 - p. List of emergency contact information.
 - q. Other documents as may be required in the Contract Documents.
8. Applications each Month During Construction:

- a. Submit itemized application, in number of copies as specified herein, each with waivers of mechanics liens from principal subcontractors, sub-subcontractors and suppliers as specified below.
 - b. Applications shall be signed by a responsible officer of Contracting firm. Do not sign in black ink; no photocopies of signature permitted.
 - c. Application for Payment shall include the following, as applicable:
 - 1) Application and Certificate for Payment on Contract.
 - 2) Invoice Cover Sheet.
 - 3) Invoice Voucher.
 - 4) Certificate for Material Stored on Project Site.
 - 5) Invoices for materials stored off site, as applicable.
 - 6) Updated Construction and Submittal Schedules: If substantial changes have occurred in the Project Progress Schedule, or if enough changes have occurred that the schedule is rendered inaccurate or ineffective, submit with Application for Payment a revised updated Progress Schedule for evaluation and measurement of actual work-in-place with said application for payment, together with updated submittal schedule. If the Contractor does not submit a revised schedule with a payment request it is agreed by the Contractor that the project is still on schedule according to the last submitted schedule.
 - a) In addition, should actual work completed be more than 14 days behind schedule, submit a recovery schedule per requirements of Project Manual Section 01 32 16, Construction Progress Schedule.
 - d. Statements of Intent to Pay Prevailing Wages.
 - e. When A/E finds Application for Payment properly completed and correct, the A/E will sign and transmit the Application for Payment to Owner for processing.
 - f. If A/E or Owner finds Application for Payment improperly or incorrectly executed, an annotated copy will be returned for a NEW SUBMITTAL.
 - g. Only minor corrections are allowed, with approval of Owner.
9. Substantiating Data: When A/E requires substantiating information, submit data in a timely manner justifying line item amounts in question.
10. Payment for Stored Material: See Paragraph 6.03 D.

Add new numbered subparagraphs 9. through 12. to paragraph D as follows:

9. The materials must meet the requirements of the Contract based upon inspections or testing by the Owner.
10. The material is tagged, labeled, or otherwise identified as belonging to the project.
11. All cost associated with transportation of material to the project site or other provisions acceptable to the Owner made with regard to eventual

delivery to the project site, are at the sole expense of the Contractor and shall be considered as included in the Bid.

12. For material stored off-site not in a warehouse, Contractor may request payment, provided that the remaining requirements of this paragraph and any additional requirements of Owner are met.

6.05 Payments Withheld

Add new numbered items to paragraph A:

6. Failure to submit monthly EEO/Apprentice Utilization Report from previous month;
7. Third party claims filed or reasonable evidence indicating probable filing of such claims;
8. Failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
9. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
10. Delay by the Contractor and/or its subcontractor(s) of any tier, or failure to adhere to the Contractor's Progress Schedule requirements;
11. Failure to submit affidavits pertaining to wages paid as required by statute;
12. Liquidated damages; or
13. Failure to pay worker's benefits as required by RCW Title 50 and RCW Title 51.

6.06 Retainage and Bond Claim Rights

Replace this section as follows:

- A. RCW chapters 39.08 and 60.28, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.
 1. In addition, the Contractor, if requested by the Owner, shall first furnish proof acceptable to Owner that all taxes and premiums owed to the Washington State Department of Labor and Industries for labor performed by Contractor or any sub or materialperson of any tier, have been paid.
- B. Release of Retainage:
 1. Release of Retainage shall not become due until after the Owner has issued Final Acceptance in accordance with Project Manual Section 01 77 00, Closeout Procedures, Article 1.08, and the following items have been completed:
 - a. The City's Administering Department will send the Letter of Acceptance to PCSD along with required internal City documentation.
 - b. When the items outlined in Project Manual Section 01 77 00, Closeout Procedures, have been provided to the State and the

State reviews and certifies the Contractor's compliance, the following releases are issued:

- 1) Washington State Department of Revenue – Notice of Completion of Public Works Contract
 - 2) Washington State Department of Labor and Industries – Employer Liability Certificate
- c. The Owner will notify the Seattle Revenue and Consumer Affairs (RCA) and request confirmation of B&O tax payment and receive a release if complete.
- d. After acceptance by the referenced State and City departments and expiration of the 45 day waiting period, and if there are no claims to be resolved and all Intents and Affidavits are on file at PCSD, the City releases the retainage held in conjunction with the administering departments accounting unit.
- 1) If the retainage was placed in an escrow account, Owner will notify the escrow company that the retainage may be released. No invoice billing from the Contractor for the retainage is required.
 - 2) If Contractor submitted a bond in lieu of retainage, a memo releasing retainage will be sent to the Contractor.

6.08 Prior Occupancy

Add new paragraph C as follows:

- C. Immediately prior to partial occupancy or use, the Owner, Contractor and A/E shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

6.09 Final Completion, Acceptance, and Payment

Add new paragraph D as follows:

- D. Application for a final pay request will be accepted for processing only after satisfactory completion of the following:
1. Punchlist items complete and accepted;
 2. Agreement on all Change Order costs;
 3. Required permits signed off;
 4. Submittal of Record Documents (as-builts);
 5. Submittal of O&M Manuals;
 6. Submittal of Warranty Manuals;
 7. Training has been provided to Owner designated staff and signed rosters submitted to the Owner.
 8. Security badges and building keys have been returned.
 9. Final Subcontractor List (Section 00 73 03) is completed and submitted with Final Application for Payment.
 10. Other requirements as specified in Contract Documents.

PART 7 – CHANGES

7.01 Change in the Work

Delete paragraph F.

Add new paragraphs G and H as follows:

- G. Construction Change Directives:
1. A Construction Change Directive is a written order signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work and where applicable in the sole determination of the Owner, the Contract Sum or the Contract Time or both.
 2. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the methods described in Paragraph 7.02 A.
 3. As soon as possible, and no later than within seven days of receipt, the Contractor shall advise the Owner and A/E in writing of the Contractor's agreement or disagreement with the cost or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. The Contractor's notice shall reasonably specify the reasons for its disagreement and the amount or other terms that it proposes. Without such timely written notice, the Contractor shall conclusively be deemed to have accepted the Owner's adjustment. The Contractor's disagreement shall in no way relieve the Contractor of its obligation to comply promptly with any written notice issued by the Owner. The adjustment shall then be determined by the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, in strict accordance with this Paragraph and other applicable provisions of the Contract Documents.
 4. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
 5. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Owner on the basis of the fixed price method as described in Paragraph 7.02 B of the General Conditions.
 6. Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work may be included in Applications for payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs.

7. When the Owner and Contractor agree with the determination made by the Owner concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.
- H. Minor Changes in the Work: The A/E will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

7.02 Change in the Contract Sum

Add to subparagraph 7.02 B 7 a, following the second sentence:

Prior to the first application for payment the Contractor shall submit a breakdown of all applicable trade and class wage rates intended to be incorporated into this Project using form provided by the Owner. Submit verification of these rates if requested by the Owner.

Add to subparagraph 7.02 B 7 c, following the second sentence:

Within 30 days of the Notice to Proceed, the Contractor shall submit a list of equipment anticipated to be used on the Project and whether it is owned or to be rented, using a form acceptable to the Owner and the A/E. If during the construction process, additional equipment is brought to the Project Site, the Contractor shall submit an updated list.

Add new paragraph 7.02 E as follows:

- E. Other Changes in the Work:
1. Changes to the work can be by:
 - a. Change Order Proposal issued by the A/E to the Contractor on the Owner's behalf.
 - b. Construction Change Directive (CCD) issued by the A/E to the Contractor on the Owner's behalf.
 - c. Request initiated by the Contractor and submitted to the A/E.
 2. Change Order Proposal (COP): The A/E will issue a detailed description of proposed Owner-initiated changes in the Work on the Owner's standard COP form that may require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - a. COP requests issued by the A/E are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
 - b. Within 14 calendar days of receipt of a proposal request, or sooner if the project schedule necessitates or such other as is

- mutually agreed, submit an estimate of cost necessary to execute the change to the A/E for the Owner's review.
- c. A/E will issue all COPs and will number sequentially.
 - d. See Paragraph 7.02 A. for general requirements
3. Construction Change Directive (CCD): The A/E may issue, on behalf of the Owner, a CCD instructing the Contractor to proceed with a change or specific portion of the change in the Work or specific portion of a COP, for subsequent inclusion in a Change Order.
 4. Contractor's Change Order Proposal: When latent, unforeseen, or other conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the A/E.
 - a. The Contractor may propose changes by requesting the A/E to issue a blank COP. A/E will assign the next available COP number to the request and will issue a blank COP to the Contractor. Issuance of a blank COP is for tracking purposes only and shall not be interpreted as acceptance or approval of the Contractor's request by the A/E or Owner, implied or otherwise.
 5. All COPs and CCDs will be numbered sequentially in a single continuous log maintained by the A/E.

7.03 Change in the Contract Time

Add new paragraph 7.03 E as follows:

- E. Change in Contract Time dues to Abnormal Inclement Weather:
 1. The Contractor shall not be entitled to an extension of time for inclement weather except under the provisions of Paragraph 3.05 A. 6. of the General Conditions, Section 00 72 13, as supplemented in Section 00 72 60, Modifications to the General Conditions.
 2. Except for site work which may critically affect the Contract Time, no extension of time will be made for abnormal inclement weather after the principle portions of the Work are sufficiently closed-in (exterior walls up and roof in place) so as to permit any structure, or major portion thereof which is part of the Work, to be adequately heated so as to allow the various trades to perform their work.
 3. If the total calendar days lost due to inclement weather, from the start of the Work at the Project Site by the Contractor until the principle portions of the Work are enclosed, exceeds the total number of days to be expected for the same period, a time extension, if granted, shall only be the number of calendar days needed to equal the excess number of calendar days lost due to such abnormal inclement weather.

PART 8 - CLAIMS AND DISPUTE RESOLUTIONS

8.02 Arbitration

Delete this section in its entirety and replace with a new section as follows:

8.02 Mediation/Litigation

- A. If the Owner denies the Claim and prior to the initiation of any judicial proceedings, the Contractor shall within thirty (30) days of receiving the Owner's written notice denying the Claim or before the Completion date, whichever comes first, file with the Owner a dated written notice of Contractor's its election to enter into a non-binding mediation before a mutually acceptable mediator. The date the written notice is received by the Owner shall be the date of filing of the written notice. The Contractor shall not be allowed to change the scope of the claim as presented in Section 8.01.
- B. The Owner and Contractor shall promptly identify an acceptable mediator and schedule the mediation to occur on a mutually agreed date. Each party may be represented at the mediation by lawyers.
- C. Each party will bear its own costs and fees incurred in the claims process, including mediation, except that they shall share equally the fees and expenses of the mediator and the costs of the facility for the mediation. If the mediation does not resolve the disputed matter, thereafter, the Contractor may pursue judicial resolution in a court of competent jurisdiction in King County, Washington, at Seattle, within the timeline stated in Section 8.03. Such lawsuit shall be filed not later than 180 days from the Completion date. This requirement cannot be waived except by an explicit written waiver signed by the Owner. The failure to file a lawsuit within the 180 day period shall cause the Claim to lapse and relieves the Owner of any further obligation with respect thereto.
- D. In the event of multiple Claims as described in this Part 8, Owner may require that they be consolidated for mediation and litigation purposes.

PART 9 – TERMINATION OF THE WORK

9.01 Termination for Cause

Revise section heading to: TERMINATION OR SUSPENSION BY OWNER FOR CAUSE

Add subparagraph 8. to Paragraph A:

- 8. If the Contractor failed to disclose or submitted false or misleading information in the Supplemental Bidder Responsibility Criteria form , or the Contractor's response to project-specific Supplemental Bidder Responsibility Criteria or supporting documentation for either.

Replace paragraphs B, C, D, E and F with the following:

- B. Once the Owner determines that sufficient cause exists to terminate the Contract, written notice will be given to the Contractor and its surety indicating that the Contractor is in breach of the Contract and that the Contractor is to remedy the breach within 15 days after the written notice is delivered. In case of

an emergency such as potential damage to life or property, the response time to remedy the breach after the written notice may be shortened. If the remedy does not take place to the satisfaction of the Owner, the Owner, by serving written notice to the Contractor and surety, may transfer the performance of the Work from the Contractor to the Contractor's surety; or provide such sufficiency of labor or materials as required and deduct the costs from any money due or coming due to the Contractor pursuant to the Contract Documents; or terminate the Contract. The decision of the Owner to pursue one remedy will not bar the Owner from pursuing other remedies on the same or subsequent breaches.

- C. Upon receipt of a written notice that the Work is being transferred to the surety, the surety shall enter upon the project site and take possession of all materials, tools, and appliances for the purpose of completing the Work pursuant to the Contract Documents and employ by contract or otherwise any person or persons satisfactory to the Owner to finish the Work and provide the materials without termination of the Contract. Such employment shall not relieve the surety of its obligations under the Contract and the bond. If there is a transfer to surety, payments on estimates covering the Work subsequent to the transfer shall be made to the extent permitted under law to the surety or its agent without any right of the Contractor to make any claim against the Owner for such sums.
- D. If the Contractor fails to correct in a timely manner any material breach and the Owner terminates the Contract or provides such sufficiency of labor or materials as is required to complete the Work, the Contractor shall not be entitled to receive any further payment on the Work until the Work has been fully performed. The Contractor shall bear all extra expenses incurred by the Owner in completing the Work, including all increased costs for completing the Work, and all damages sustained, or that may be sustained, by the Owner by reason of such refusal, neglect, failure, or discontinuance of the Work by the Contractor. If Liquidated Damages are provided in the Contract, the Contractor shall be liable for whatever amount of such damages accrues, through the Substantial Completion date. After all the Work encompassed by the Contract has been completed, the Owner will calculate the total expenses and damages for the completed Work. If the total expenses and damages are less than any unpaid balance due to the Contractor, the excess will be paid by the Owner to the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor and surety shall be jointly and severally liable to the Owner and shall pay the difference to the Owner on demand.
- E. In exercising the Owner's right to prosecute the Work to Substantial Completion, the Owner shall have the right to exercise sole discretion as to the manner, method, and reasonableness of the costs of completing the Work. In the event that the Owner takes Bids for remedial work or Substantial Completion of the Project, the Contractor shall not be eligible for the Award of such contract.
- F. In the event that the Contract is terminated, the termination shall not affect any rights of the Owner against the Contractor. The rights and remedies of the Owner under the termination clause are in addition to any other rights and remedies provided by law or under this Contract. Any retention or payment of

monies to the Contractor by the Owner shall not release the Contractor from liability.

9.02 Termination by Owner for Convenience

Add paragraphs E and F as follows:

- E. Pursuant to RCW 60.28.011(7), if after a substantial portion of the Work has been completed, an unreasonable delay will occur in the completion of the remaining portion of the Contract for any reason not the result of a breach thereof, the Owner may, if the Contractor agrees, delete from the Contract the remaining work and accept as final the improvement at the stage of completion then attained and make payment in proportion to the amount of the Work accomplished. In such case, whatever amount of the Contractor's compensation has been retained and accumulated pursuant to RCW 60.28.011(7) shall be held for the statutory period of 60 days following the establishment of the Completion date. In the event that the Work shall have been terminated before Completion, the Owner may thereafter enter into a new contract with the same Contractor without advertisement or Bid for the performance of the remaining Work or improvement for an amount equal to or less than the cost of the remaining Work under the original Contract.

- F. Pursuant to RCW 60.28.080, if the delay caused by litigation exceeds six months, the Contractor may then elect to terminate the Contract and to delete the completion of the Contract and receive payment in proportion to the amount of the work completed plus the cost of the delay. Amounts retained and accumulated under RCW 60.28.011 shall be held for a period of 60 days following the election of the Contractor to terminate.

PART 10 – MISCELLANEOUS PROVISIONS

10.01 Governing Law

Revise contents of section as follows:

The Contractor shall observe and comply with all federal and state laws, and with County, City and municipal resolutions, ordinances, and regulations that will in any way affect the Work. Such information, interpretation, or representation of laws, regulations, or ordinances referenced in the Contract Documents shall not take precedence over the law, regulation, or ordinance itself, nor relieve the Contractor from the Contractor's responsibility for determining the true current construction and content of such laws, regulations, and ordinances.

Add a new section following:

10.13 Gratuities

Neither the Contractor, its subcontractors or materialperson shall extend any loan, gratuity, or gift of money in any form whatsoever to any employee or officer of the

NPRSA
HWC ROOF HVAC UPGRADES
SECTION 00 72 60
MODIFICATIONS TO THE GENERAL CONDITIONS

Owner, nor shall the Contractor, its subcontractors or material person rent or purchase any equipment or materials from any employee or officer of the Owner.

END OF SECTION

**PUBLIC WORKS CONTRACT
FOR
Northshore Parks & Recreation Service Area:
Senior Center Building Upgrades**

THIS PUBLIC WORKS CONTRACT for Senior Center Building Upgrades (Contract) dated 01/26/2023, is effective on the date the Contract is fully executed by the Parties. The Parties to this Contract are the Northshore Parks & Recreation Service Area (NPRSA), a Washington quasi-municipal corporation, and CDK Construction, LLC, a Washington limited liability company.

A. NPRSA desires to retain an independent contractor for the Senior Center Building Upgrades.

B. The Contractor has the requisite skill and experience to perform such work and has submitted a proposal dated January 18th, 2023, to complete such work ("Proposal").

C. NPRSA has determined that the Contractor's offer was the lowest responsive and responsible bid submitted.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Contract the parties agree to the following terms and conditions:

1. SERVICES BY CONTRACTOR

1.1 Description of Work. Contractor shall perform all work described in Exhibit A of this Contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications. The Contractor will also provide the NPRSA as-built drawings of the Work.

1.2 Contract Documents. The Contract between the parties includes this Contract, along with the General Conditions (Exhibit "B"), Special Provisions (included in Exhibit A), L&I form Statement of Intent to Pay Prevailing Wages, L&I form Affidavit of Wages Paid, Certificate of Insurance naming NPRSA as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this Contract as if fully set forth herein, and shall be referred to collectively as the "Contract" or "Contract Documents." In the event there is any discrepancy between any of the foregoing Contract Documents, the following order of documents governs so that the former prevails over the latter: Contract, Special Provisions, General Conditions.

1.3 Completion Date. The Work shall be commenced within ten (10) days of receipt by the Contractor of NPRSA's Notice to Proceed and shall be Substantially Completed by September 22, 2023, (the "Contract Time") as may be extended in accordance with the Contract Documents. The time of beginning, rate of progress, and time of completion are essential to this Contract.

1.4 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for highly skilled and competent contractors performing this type of work in this area.

- 1.5 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws and regulations, including but not limited to all applicable ordinances, resolutions, standards, or policies, as now existing, or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection, or other fees, at its sole cost and expense.
- 1.6 Utility Location. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities.
- 1.7 Air Environment. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment.

2. TERM

This Contract shall commence on the effective date of this Contract and continue until the Work is complete, and formally accepted by NPRSA, and all warranties have expired.

3. REQUISITE SKILL

The Contractor warrants that it has the requisite skill to complete the Work and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Bothell by obtaining a City of Bothell business license. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

4. COMPENSATION

- 4.1 Total Compensation. In consideration of the Contractor performing the Work, NPRSA agrees to pay the Contractor an amount not to exceed one million five hundred twenty-six thousand and three hundred dollars (\$1,526,300), based on the Proposal submitted by Contractor dated January 18th, 2023 and as may be adjusted under the Contract Documents.
- 4.2 Contractor Responsible for Taxes. Except as otherwise stated in the Contract Documents, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.
- 4.3 Method of Payment. Payment by NPRSA for the Work will only be made after the Work has been completed, a pay application submitted in a form satisfactory to NPRSA, and such application is approved by the appropriate NPRSA representatives pursuant to Section 01 29 76 of the General Terms and Conditions. NPRSA shall pay for the portion of the Work described in the pay application that has been completed by the Contractor and approved by NPRSA. Payment shall be made within thirty (30) days of receipt of such application unless otherwise set forth in the Bid Form. The Contractor's acceptance of such payment for the Work shall constitute full compensation for the performance of the Work. The NPRSA's payment shall not constitute a waiver of the NPRSA's right to final inspection and acceptance of the Work.

The Contractor shall complete and return to the NPRSA a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal.

Invoices shall be submitted to:

Northshore Parks & Recreation Service Area
ATTN: Christine Scotton
10201 E Riverside Drive
Bothell, WA 98011

5. EQUAL OPPORTUNITY EMPLOYER

In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Contract, there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, sexual orientation, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state, or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Contract by the NPRSA and, in the case of the Contractor's breach, may result in ineligibility for further NPRSA agreements.

6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the NPRSA shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the NPRSA, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may perform work during the Term of this Contract for other third parties; provided, however, that such performance of other work shall not conflict with or interfere with the Contractor's ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the NPRSA.

7. INDEMNIFICATION

7.1 Indemnification and Hold Harmless.

- A. The Contractor shall protect, defend, indemnify, and hold harmless the NPRSA, its elected officials, officers, agents, volunteers, and employees, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever, including attorneys' fees (hereinafter "claims"), arising out of or in connection with the

performance of this Contract except for injuries and damages caused by the sole negligence of the NPRSA. However, should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the NPRSA, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

- B. The Contractor's obligations under this section shall include, but not be limited to,
 - i. The duty to promptly accept tender of defense and provide defense to the NPRSA at the Contractor's own expense.
 - ii. The duty to indemnify and defend the NPRSA, its elected officials, officers, agents, and employees, from any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects NPRSA with a full and complete indemnity and defense of claims made by the Contractor's employees. The parties acknowledge that these provisions were mutually negotiated upon by them.
 - iii. To the maximum extent permitted by law, the Contractor shall indemnify and defend the NPRSA, its elected officials, officers, agents and employees, from and be liable for all damages and injury which shall be caused to owners of property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this Contract, whether or not such injury or damage is caused by negligence of the Contractor or caused by the inherent nature of the work specified.
- C. NPRSA may, in its sole discretion, (1) withhold amounts sufficient to pay the amount of any claim for injury, and/or (2) pay any claim for injury of which NPRSA may have knowledge, regardless of the formalities of notice of such claim, arising out of the performance of this Contract.
- D. Any amount withheld will be held until the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment on such claim. In addition, the Contractor shall reimburse and otherwise be liable for claims costs incurred by the NPRSA, including, without limitation, costs for claims adjusting services, attorneys, engineering, and administration.
- E. In the event the NPRSA incurs any judgment, award, and/or costs arising therefrom, including attorneys' fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- F. This provision has been mutually negotiated by the NPRSA and the Contractor.

7.2 Survival. The provisions of this Section 7 shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

8. INSURANCE

The Contractor agrees to carry without interruption from commencement of the Contractors work through the term of the Contract insurance pursuant to General Conditions Part 2 – Insurance and Bonds.

9. PERFORMANCE/PAYMENT BOND

Pursuant to Chapter 39.08. RCW, Contractor shall provide Performance Bond and Payment Bond each in an amount equal to 100% of the amount of this Contract to cover the performance of all provisions of this Contract and the payment of all laborers and suppliers. The Contract bonds shall be in a form set forth in the Contract Documents. The Contract bond shall assure that the Contractor will faithfully perform all of the provisions of the Contract as well as pay all laborers, mechanic subcontractors, materialmen, and suppliers. Contractor's obligations under this Contract shall not be limited to the bond amount. The Contractor shall complete the bonds and return fully completed copies to NPRSA prior to or upon execution of this Contract.

10. SAFETY

The Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. The Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards. All trenches shall be provided with adequate safety systems as required by Chapter 49.17 RCW and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

11. PREVAILING WAGES

This Contract is subject to the minimum wage requirements of Chapter 39.12 RCW pursuant Section 5.04 of the General Terms and Conditions.

12. SUBCONTRACTOR RESPONSIBILITY

Contractor shall verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in the Instructions to Bidders and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every public works subcontract or every tier.

13. OWNERSHIP OF DOCUMENTS

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work shall become the property of NPRSA and shall be delivered to NPRSA at its request.

14. CONFIDENTIALITY

If it is necessary to provide proprietary information, the Contractor shall clearly mark the information on each page of the document(s) as "Proprietary and Confidential". NPRSA is subject to laws regarding the disclosure of public records and document. Proposals and other materials, submitted by the Contractor become public record and may be subject to public disclosure, in whole or in part, and may be released by the NPRSA in the event of a request for disclosure. In the event the NPRSA receives a public record request for information and the Contractor has marked the requested document as "Proprietary and Confidential", the NPRSA shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information; provided that the Contractor shall be solely responsible for all attorney fees and costs in such action and shall save and hold harmless the NPRSA from any costs, attorneys fees or penalty assessments under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

15. BOOKS AND RECORDS

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting procedures and practices as may be deemed necessary by the NPRSA to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit by the NPRSA, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

16. CLEAN UP

At any time ordered by NPRSA and immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, NPRSA may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the NPRSA and/or the NPRSA may deduct its costs from any remaining payments due to the Contractor.

17. GENERAL PROVISIONS

This Contract, the Contract Documents and any supporting contract documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings shall be effective for any purpose.

No provision of this Contract may be amended except by written agreement of the Parties.

Any provision of this Contract which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of NPRSA. In the event NPRSA consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract. Subject to the preceding sentence, this Contract shall be binding upon and

inure to the benefit of the Parties' successors in interest, heirs, and assigns.

In the event the NPRSA or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or NPRSA places the enforcement of the Contract or any part thereof, or the collection of any monies due, in the hands of an attorney, or files suit, each Party shall pay all its own attorneys' fees and expenses. The venue for any dispute related to this Contract shall be King County, Washington.

Failure of the NPRSA to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

This Contract shall be governed by and interpreted in accordance with the laws of the State of Washington. Each individual executing this Contract on behalf of NPRSA and Contractor represents and warrants that such individuals are duly authorized to execute this Contract.

Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract the _____ day of _____, 20_____.

CDK Construction Services, Inc

[INSERT FULL LEGAL NAME OF CONTRACTOR]: **NPRSA:**

By: _____
[insert full legal name and title of signator]

CHRIS H DAVIES President
PO Box 1767
Duvall, WA 98019

By: _____
Rachel Best-Campbell, NPRSA Board Chair

Phone: *425 788-8441*
Email:

Northshore Parks & Recreation Service Area (NPRSA) is seeking proposals for the following project:

A. Northshore Senior Center Building Upgrades:

1. Base Bid work of this project includes:

- a. Work at the Northshore Senior Center (NSC) includes but is not limited to providing a roof overlay at the low slope roof areas (approximately 12,000 square feet); replacement of the shingle roofing (approximately 3,600 square feet) and replacement of the existing skylights; replacement of all the HVAC systems and accompanying appurtenances for a fully functioning system.

Note: Owner has purchased certain HVAC equipment to be installed. A list is provided that includes all equipment "Owner Furnished Contractor Installed (OFCI)".

- b. See all project documents, drawings, and specifications for scope of work.

B. Alternate Bids:

1. See Section 01 23 00 for alternate bid descriptions

The Architect/Engineer's estimate: Base Bid \$1 million. In accordance with RCW 39.04.320 this project requires a minimum 15% Apprenticeship Participation for projects with an estimated maximum allowable construction cost (MACC) of one million dollars or more.

MWBE: NPRSA is committed to providing the maximum practicable opportunity for participation by minority and women-owned businesses (MWBE) in public works. Voluntary goals for this project have been established as 15% MBE and 12% WBE. Participation may be either on a direct basis in response to this invitation to bid, or as a subcontractor or supplier. However, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids will not be rejected or considered non-responsive if they do not include MWBE participation.

Mandatory Prebid Conference will be held at 10:00 am, Wednesday, January 4, 2023, at NPRSA Senior Center Room 205, 10201 E. Riverside Dr. Bothell WA 98011. Contact André Coppin, RA, Cornerstone Architectural Group for more information at (206) 682-5000.

Deadline for Questions: Submit all questions in writing to the NPRSA Project Manager, Christine Scotton, before 5:00 p.m. on Sunday, January 8, 2023.

Bid Submittal: Sealed bids are due no later than 2:00 PM, Wednesday, January 18, 2023. Bids will be opened publicly at 2:15 PM, Wednesday, January 18, 2023, at the NPRSA Senior Center Room 205, 10201 E. Riverside Dr. Bothell WA, 98011.

Bids can be hand-delivered to NPRSA Senior Center, 10201 E. Riverside Dr. Bothell WA 98011. Bids can be mailed to NPRSA Senior Center, 10201 E. Riverside Dr. Bothell WA 98011. Bids received after due date and time will be returned unopened and will not be considered.

NPRSA reserves the right to reject or accept any or all proposals and to waive informalities. See project manual for complete information on what must be submitted.

Plans, project manual, addenda, bidders list, and plan holders list for this project are available through Builder's Exchange of Washington. Complete digital project bidding documents are available at www.nprsawa.org/bid-opportunities

For questions and support regarding access to the online plan room, please call 425-219-0961.

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PART 1 – GENERAL PROVISIONS

1.01 DEFINITIONS

- A. “Application for Payment” means a written request submitted by Contractor to A/E for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.
- B. “Architect,” “Engineer,” or “A/E” means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- C. “Change Order” means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- D. “Claim” means Contractor’s exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in Part 8.
- E. “Contract Award Amount” is the sum of the Base Bid and any accepted Alternates.
- F. “Contract Documents” means the Advertisement for Bids, Instructions for Bidders, completed Bid Form, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Public Works Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.
- G. “Contract Sum” is the total amount payable by Owner to Contractor, for performance of the Work in accordance with the Contract Documents, including all taxes imposed by law and properly chargeable to the Work, except Washington State sales tax.
- H. “Contract Time” is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- I. “Contractor” means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- J. “Day(s)”: Unless otherwise specified, day(s) shall mean calendar day(s).”
- K. “Drawings” are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- L. “Final Acceptance” means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents, as more fully set forth in Section 6.09 B.
- M. “Final Completion” means that the Work is fully and finally complete in accordance with the Contract Documents, as more fully set forth in Section 6.09 A.
- N. “Force Majeure” means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05A.
- O. “Notice” means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.

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- P. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run.
- Q. "Owner" means the state agency, institution, or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.
- R. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.
- S. "Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.08 A.
- T. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in Section 3.02.
- U. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- V. "Project Record" means the separate set of Drawings and Specifications as further set forth in paragraph 4.02A.
- W. "Schedule of Values" means a written breakdown allocating the total Contract Sum to each principal category of Work, in such detail as requested by Owner.
- X. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- Y. "Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
- Z. "Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.
- AA. "Substantial Completion" means that stage in the progress of the Work when the construction is sufficiently complete, as more fully set forth in Section 6.07.
- AB. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.02 ORDER OF PRECEDENCE

Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order:

1. Signed Public Works Contract, including any Change Orders.
2. Supplemental Conditions.
3. Modifications to the General Conditions.
4. General Conditions.

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5. Specifications. Provisions in Division 1 shall take precedence over provisions of any other Division.
6. Drawings. In case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings.
7. Signed and Completed Bid Form.
8. Instructions to Bidders.
9. Advertisement for Bids.

1.03 EXECUTION AND INTENT

Contractor Representations: Contractor makes the following representations to Owner:

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

PART 2 – INSURANCE AND BONDS

2.01 CONTRACTOR'S LIABILITY INSURANCE

General insurance requirements: Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance by Owner shall not relieve or decrease the liability of Contractor. Companies writing the insurance to be obtained by this part shall be licensed to do business under Chapter 48 RCW or comply with the Surplus Lines Law of the State of Washington. Contractor shall include in its bid the cost of all insurance and bond costs required to complete the base bid work and accepted alternates. Insurance carriers providing insurance in accordance with the Contract Documents shall be acceptable to Owner, and its A.M. Best rating shall be indicated on the insurance certificates.

- A. Term of insurance coverage: Contractor shall maintain the following insurance coverage during the Work and for one year after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by Section 5.16.

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1. General Liability Insurance: Commercial General Liability (CGL) on an Occurrence Form. Coverage shall include, but not be limited to:
 - a. Completed operations/products liability;
 - b. Explosion, collapse, and underground; and
 - c. Employer's liability coverage.
 2. Automobile Liability Insurance: Automobile liability
- B. Industrial Insurance compliance: Contractor shall comply with the Washington State Industrial Insurance Act and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.
- C. Insurance to protect for the following: All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.
- D. Owner as Additional Insured: All insurance coverages shall be endorsed to include Owner as an additional named insured for Work performed in accordance with the Contract Documents, and all insurance certificates shall evidence the Owner as an additional insured.

2.02 COVERAGE LIMITS

Insurance amounts: The coverage limits shall be as follows:

- A. Limits of Liability shall not be less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage (other than Automobile Liability) Each Occurrence; Personal Injury and Advertising Liability Each Occurrence.
- B. \$2,000,000 Combined Single Limit Annual General Aggregate.
- C. \$2,000,000 Annual Aggregate for Products and Completed Operations Liability.
- D. \$1,000,000 Combined Single Limit for Automobile Bodily Injury and Property Damage Liability, Each Accident or Loss.

2.03 INSURANCE COVERAGE CERTIFICATES

- A. Certificate required: Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance coverage.
- B. List Project info: All insurance certificates shall name Owner's Project number and Project title.
- C. Cancellation provisions: All insurance certificates shall specifically require 45 Days prior notice to Owner of cancellation or any material change, except 30 Days for surplus line insurance.

2.04 PAYMENT AND PERFORMANCE BONDS

Conditions for bonds: Payment and performance bonds for 100% of the Contract Award Amount, plus state sales tax, shall be furnished for the Work, using the Payment Bond and Performance Bond form published by and available from the American Institute of Architects (AIA) – form A312. Prior to execution of a Change Order that, cumulatively with previous Change Orders, increases the Contract Award Amount by 15% or more, the Contractor shall provide either new payment and performance bonds for the

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revised Contract Sum, or riders to the existing payment and performance bonds increasing the amount of the bonds. The Contractor shall likewise provide additional bonds or riders when subsequent Change Orders increase the Contract Sum by 15% or more. No payment or performance bond is required if the Contract Sum is \$35,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 10% of the Contract Sum for the period allowed by RCW 39.08.010.

2.05 ALTERNATIVE SURETY

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

- A. Owner has a reasonable objection to the surety; or
- B. Any surety fails to furnish reports on its financial condition if required by Owner.

2.06 BUILDER'S RISK

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

PART 3 – TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

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

3.02 CONSTRUCTION SCHEDULE

- A. Preliminary Progress Schedule: Unless otherwise provided in Division 1, Contractor shall, within 14 Days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule. The Progress Schedule shall show the sequence in which Contractor proposes to perform the Work,

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and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.

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

3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

- A. Owner may suspend Work: Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 Days, or for such longer period as mutually agreed.
- B. Compliance with suspension; Owner's options: Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 Days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:
1. Cancel the written notice suspending the Work; or
 2. Terminate the Work covered by the notice as provided in the termination provisions of Part 9.
- C. Resumption of Work: If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.
- D. Equitable Adjustment for suspensions: Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance

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directly attributable to such suspension, provided Contractor complies with all requirements set forth in Part 7.

3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

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

3.05 DELAY

- A. Force Majeure actions not a default; Force Majeure defined: Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:
1. Acts of God or the public enemy;
 2. Acts or omissions of any government entity;
 3. Fire or other casualty for which Contractor is not responsible;
 4. Quarantine or epidemic;
 5. Strike or defensive lockout;
 6. Unusually severe weather conditions which could not have been reasonably anticipated; and
 7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.
- B. Contract Time adjustment for Force Majeure: Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to Section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- C. Contract Time or Contract Sum adjustment if Owner at fault: Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to Sections 7.02 and 7.03.
- D. No Contract Time or Contract Sum adjustment if Contractor at fault: Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.

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- E. Contract Time adjustment only for concurrent fault: To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to Section 7.03, but shall not be entitled to an adjustment in Contract Sum.
- F. Contractor to mitigate delay impacts: Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

3.06 NOTICE TO OWNER OF LABOR DISPUTES

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

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

A. Liquidated Damages

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

B. Actual Damages

Calculation of Actual Damages: Actual damages will be assessed for failure to achieve Final Completion within the time provided. Actual damages will be calculated on the basis of direct architectural, administrative, and other related costs attributable to the Project from the date when Final Completion should have been achieved, based on the date Substantial Completion is actually achieved, to the date Final Completion is actually achieved. Owner may offset these costs against any payment due Contractor.

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PART 4 – SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

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

4.02 PROJECT RECORD

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

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4.03 SHOP DRAWINGS

- A. Definition of Shop Drawings: “Shop Drawings” means documents and other information required to be submitted to A/E by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment. Shop Drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose Shop Drawings provided in accordance with the Contract Documents.
- B. Approval of Shop Drawings by Contractor and A/E: Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Shop Drawings submitted to A/E without evidence of Contractor’s approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor’s submittal schedule shall allow a reasonable time for A/E review. A/E will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the A/E has approved or taken other appropriate action. Owner and A/E shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.
- C. Contractor not relieved of responsibility when Shop Drawings approved: Approval, or other appropriate action with regard to Shop Drawings, by Owner or A/E shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner or A/E shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor’s means or methods of construction. If Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- D. Variations between Shop Drawings and Contract Documents: If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If A/E approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.
- E. Contractor to submit 5 copies of Shop Drawings: Unless otherwise provided in Division 1, Contractor shall submit to A/E for approval 5 copies of all Shop Drawings. Unless otherwise indicated, 3 sets of all Shop Drawings shall be retained by A/E and 2 sets shall be returned to Contractor.

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4.04 ORGANIZATION OF SPECIFICATIONS

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

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

- A. A/E, not Contractor, owns Copyright of Drawings and Specifications: The Drawings, Specifications, and other documents prepared by A/E are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E, and A/E shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.
- B. Drawings and Specifications to be used only for this Project: The Drawings, Specifications, and other documents prepared by the A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and A/E. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E appropriate to and for use in the execution of their Work.
- C. Shop Drawing license granted to Owner: Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in Section 5.03 and 5.22 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.
- D. Shop Drawings to be used only for this Project: The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PART 5 – PERFORMANCE**5.01 CONTRACTOR CONTROL AND SUPERVISION**

- A. Contractor responsible for Means and Methods of construction: Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the

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Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.

- B. Competent Superintendent required: Performance of the Work shall be directly supervised by a competent superintendent who has authority to act for Contractor. The superintendent must be satisfactory to the Owner and shall not be changed without the prior written consent of Owner. Owner may require Contractor to remove the superintendent from the Work or Project site, if Owner reasonably deems the superintendent incompetent, careless, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition.
- C. Contractor responsible for acts and omissions of self and agents: Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.
- D. Contractor to employ competent and disciplined workforce: Contractor shall enforce strict discipline and good order among all of the Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.
- E. Contractor to keep project documents on site: Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, and permits and permit drawings.
- F. Contractor to comply with ethical standards: Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with the Ethics in Public Service Act RCW 42.52, which, among other things, prohibits state employees from having an economic interest in any public works contract that was made by, or supervised by, that employee. Contractor shall remove, at its sole cost and expense, any of its, or its Subcontractors' employees, if they are in violation of this act.

5.02 PERMITS, FEES, AND NOTICES

- A. Contractor to obtain and pay for permits: Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner.
- B. Allowances for permit fees: If allowances for permits or utility fees are called for in the Contract Documents and set forth in Contractor's bid, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the difference shall be adjusted by Change Order.
- C. Contractor to comply with all applicable laws: Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

5.03 PATENTS AND ROYALTIES

Payment, indemnification, and notice: Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a

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particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

5.04 PREVAILING WAGES

- A. Contractor to pay Prevailing Wages: Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.
- B. Statement of Intent to Pay Prevailing Wages: Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to the Owner for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
- C. Affidavit of Wages Paid: Prior to release of retainage, the Contractor shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Contractor and every subcontractor, of any tier, that performed work on the Project.
- D. Disputes: Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.
- E. Statement with pay application; Post Statements of Intent at job site: Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefilled statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- F. Contractor to pay for Statements of Intent and Affidavits: In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.
- G. Certified Payrolls: Consistent with WAC 296-127-320, the Contractor and any subcontractor shall submit a certified copy of payroll records if requested.

5.05 HOURS OF LABOR

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

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

5.06 NONDISCRIMINATION

- A. Discrimination prohibited by applicable laws: Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, Sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, the Washington State Law Against Discrimination, RCW 49.60, and Gubernatorial Executive Order 85-09. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.

- B. During performance of the Work:

1. Protected Classes: Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.
2. Advertisements to state nondiscrimination: Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.
3. Contractor to notify unions and others of nondiscrimination: Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.
4. Owner and State access to Contractor records: Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.
5. Pass through provisions to Subcontractors: Contractor shall include the provisions of this section in every Subcontract.

5.07 SAFETY PRECAUTIONS

- A. Contractor responsible for safety: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.
- B. Contractor safety responsibilities: In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations,

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and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.

- C. Contractor to maintain safety records: Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.
- D. Contractor to provide HazMat training: Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
1. Information. At a minimum, Contractor shall inform persons working on the Project site of:
 - a. WAC: The requirements of chapter 296-62 WAC, General Occupational Health Standards;
 - b. Presence of hazardous chemicals: Any operations in their work area where hazardous chemicals are present; and
 - c. Hazard communications program: The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by chapter 296-62 WAC.
 2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:
 - a. Detecting hazardous chemicals: Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
 - b. Hazards of chemicals: The physical and health hazards of the chemicals in the work area;
 - c. Protection from hazards: The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
 - d. Hazard communications program: The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
- E. Hazardous, toxic or harmful substances: Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
1. Illegal use of dangerous substances: Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or

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harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 Days on the Project site.

2. Contractor notifications of spills, failures, inspections, and fines: Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
- F. Public safety and traffic: All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
- G. Contractor to act in an emergency: In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.
- H. No duty of safety by Owner or A/E: Nothing provided in this section shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. Limited storage areas: Contractor shall confine all operations, including storage of materials, to Owner-approved areas.
- B. Temporary buildings and utilities at Contractor expense: Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall be removed by Contractor at its expense upon completion of the Work.
- C. Roads and vehicle loads: Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Ownership and reporting by Contractor of demolished materials: Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.
- E. Contractor responsible for care of materials and equipment on-site: Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of

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Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.

- F. Contractor responsible for loss of materials and equipment: Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

5.09 PRIOR NOTICE OF EXCAVATION

- A. Excavation defined; Use of locator services: "Excavation" means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than 12 inches in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line. Before commencing any excavation, Contractor shall provide notice of the scheduled commencement of excavation to all owners of underground facilities or utilities, through locator services.

5.10 UNFORESEEN PHYSICAL CONDITIONS

- A. Notice requirement for concealed or unknown conditions: If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly and in no event later than 7 Days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.
- B. Adjustment in Contract Time and Contract Sum: If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefore as provided in Part 7.

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

- A. Contractor to protect and repair property: Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.
- B. Tree and vegetation protection: Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

5.12 LAYOUT OF WORK

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

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

5.13 MATERIAL AND EQUIPMENT

- A. Contractor to provide new and equivalent equipment and materials: All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of A/E, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents.
- B. Contractor responsible for fitting parts together: Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- C. Owner may reject defective Work: Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner.

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

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

5.15 TESTS AND INSPECTION

- A. Contractor to provide for all testing and inspection of Work: Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and

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where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.

- B. Owner may conduct tests and inspections: Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:
1. Constitute or imply acceptance;
 2. Relieve Contractor of responsibility for providing adequate quality control measures;
 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
 5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- C. Inspections or inspectors do not modify Contract Documents: Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.
- D. Contractor responsibilities on inspections: Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

5.16 CORRECTION OF NONCONFORMING WORK

- A. Work covered by Contractor without inspection: If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. Payment provisions for uncovering covered Work: If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes such a request as provided in Part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.
- C. Contractor to correct and pay for non-conforming Work: Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or

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completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.

- D. Contractor's compliance with warranty provisions: If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under Section 6.08, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.
- E. Contractor to remove non-conforming Work: Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.
- F. Owner may charge Contractor for non-conforming Work: If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.
- G. Contractor to pay for damaged Work during correction: Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. No Period of limitation on other requirements: Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one year as described in Section 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. Owner may accept non-conforming Work and charge Contractor: If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

5.17 CLEAN UP

Contractor to keep site clean and leave it clean: Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor.

5.18 ACCESS TO WORK

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

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5.19 OTHER CONTRACTS

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

5.20 SUBCONTRACTORS AND SUPPLIERS

- A. Subcontractor Responsibility: The Contractor shall include the language of this paragraph in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
 5. On a project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the Owner's first advertisement of the project.
- B. Provide names of Subcontractors and use qualified firms: Before submitting the first Application for Payment, Contractor shall furnish in writing to Owner the names, addresses, and telephone numbers of all Subcontractors, as well as suppliers providing materials in excess of \$2,500. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any Subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions.

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- C. Subcontracts in writing and pass through provision: All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds.
- D. Coordination of Subcontractors; Contractor responsible for Work: Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- E. Automatic assignment of subcontracts: Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:
1. Effective only after termination and Owner approval: The assignment is effective only after termination by Owner for cause pursuant to Section 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and
 2. Owner assumes Contractor's responsibilities: After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
 3. Impact of bond: The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

5.21 WARRANTY OF CONSTRUCTION

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

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5.22 INDEMNIFICATION

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

PART 6 – PAYMENTS AND COMPLETION**6.01 CONTRACT SUM**

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

6.02 SCHEDULE OF VALUES

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

6.03 APPLICATION FOR PAYMENT

- A. Monthly Application for Payment with substantiation: At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.
- B. Contractor certifies Subcontractors paid: By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.011, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in Section 1.03, are true and correct, to the best of Contractor’s knowledge, as of the date of the Application for Payment.

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- C. Reconciliation of Work with Progress Schedule: At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.
- D. Payment for material delivered to site or stored off-site: If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:
1. Suitable facility or location: The material will be placed in a facility or location that is structurally sound, dry, lighted and suitable for the materials to be stored;
 2. Facility or location within 10 miles of Project: The facility or location is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;
 3. Facility or location exclusive to Project's materials: Only materials for the Project are stored within the facility or location (or a secure portion of a facility or location set aside for the Project);
 4. Insurance provided on materials in facility or location: Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
 5. Facility or location locked and secure: The facility or location (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
 6. Owner right of access to facility or location: Owner shall at all times have the right of access in company of Contractor;
 7. Contractor assumes total responsibility for stored materials: Contractor and its surety assume total responsibility for the stored materials; and
 8. Contractor provides documentation and Notice when materials moved to site: Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish Notice to Owner when materials are moved from storage to the Project site.

6.04 PROGRESS PAYMENTS

- A. Owner to pay within 30 Days: Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 Days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with chapter 39.76 RCW if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Withholding retainage; Options for retainage: Owner shall retain 5% of the amount of each progress payment until 45 Days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with chapter 60.28 RCW, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.

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- C. Title passes to Owner upon payment: Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.
- D. Interest on unpaid balances: Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in chapter 39.76 RCW.

6.05 PAYMENTS WITHHELD

- A. Owner's right to withhold payment: Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
1. Non-compliant Work: Work not in accordance with the Contract Documents;
 2. Remaining Work to cost more than unpaid balance: Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
 3. Owner correction or completion Work: Work by Owner to correct defective Work or complete the Work in accordance with Section 5.16;
 4. Contractor's failure to perform: Contractor's failure to perform in accordance with the Contract Documents; or
 5. Contractor's negligent acts or omissions: Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.
- B. Owner to notify Contractor of withholding for unsatisfactory performance: In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with chapter 39.76 RCW.

6.06 RETAINAGE AND BOND CLAIM RIGHTS

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

6.07 SUBSTANTIAL COMPLETION

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

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6.08 PRIOR OCCUPANCY

- A. Prior Occupancy defined; Restrictions: Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: be deemed an acceptance of any portion of the Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.
- B. Damage; Duty to repair and warranties: Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Contractor's one year duty to repair any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

- A. Final Completion defined: Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing, but in no case shall constitute Final Acceptance which is a subsequent, separate, and distinct action.
- B. Final Acceptance defined: Final Acceptance shall be achieved when the Contractor has completed the requirements of the Contract Documents. The date Final Acceptance is achieved shall be established by Owner in writing. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the payment and performance bonds, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Final payment waives Claim rights: Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in Part 8.

PART 7 – CHANGES**7.01 CHANGE IN THE WORK**

- A. Changes in Work, Contract Sum, and Contract Time by Change Order: Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in Section 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.
- B. Owner may request COP from Contractor: If Owner desires to order a change in the Work, it may request a written Change Order Proposal (COP) from Contractor. Contractor shall submit a Change Order Proposal within 14 Days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order Proposal shall be full compensation for

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implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.

- C. COP negotiations: Upon receipt of the Change Order Proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in Sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- D. Change Order as full payment and final settlement: If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.
- E. Failure to agree upon terms of Change Order; Final offer and Claims: If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 30 Days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in Part 8.
- F. Field Authorizations: The Owner may direct the Contractor to proceed with a change in the work through a written Field Authorization (also referred to as a Field Order) when the time required to price and execute a Change Order would impact the Project.

The Field Authorization shall describe and include the following:

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

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

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7.02 CHANGE IN THE CONTRACT SUM**A. General Application**

1. Contract Sum changes only by Change Order: The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order Proposal.

2. Owner fault or negligence as basis for change in Contract Sum: If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.
 - (a) Notice and record keeping for equitable adjustment: A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 7 Days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.

 - (b) Content of notice for equitable adjustment; Failure to comply: Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 7 Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

 - (c) Contractor to provide supplemental information: Within 30 Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph a. above with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with Section 7.03C. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

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- (d) Contractor to proceed with Work as directed: Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
 - (e) Contractor to combine requests for same event together: Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.
3. Methods for calculating Change Order amount: The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Contract Sum, shall be determined by one of the following methods:
- a. Fixed Price: On the basis of a fixed price as determined in paragraph 7.02B.
 - b. Unit Prices: By application of unit prices to the quantities of the items involved as determined in paragraph 7.02C.
 - c. Time and Materials: On the basis of time and material as determined in paragraph 7.02D.
4. Fixed price method is default; Owner may direct otherwise: When Owner has requested Contractor to submit a Change Order Proposal, Owner may direct Contractor as to which method in subparagraph 3 above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or of a request for an equitable adjustment, on the basis of the fixed price method.

B. Change Order Pricing – Fixed Price

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

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

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

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c. Equipment costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources:

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

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

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

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

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

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

f. Allowance for overhead: This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any change in the Contract Sum. If the Contractor is compensated under Section 7.03D, the amount of such compensation shall be reduced by the amount Contractor is otherwise entitled to under this subsection (f). This allowance shall compensate Contractor for all noncraft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the rates below:

- (1) Projects less than \$3 million: For projects where the Contract Award Amount is under \$3 million, the following shall apply:

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- (a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (b) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (c) Contractor markup for Subcontractor Work: For Contractor, for any work performed by its Subcontractor(s) 6% of the first \$50,000 of the amount due each Subcontractor, and 4% of the remaining amount if any.
 - (d) Subcontractor markup for lower tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.
 - (e) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B 7a. – e.
- (2). Projects more than \$3 million: For projects where the Contract Award Amount is equal to or exceeds \$3 million, the following shall apply:
- (a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (b) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (c) Contractor markup for Subcontractor Work: For Contractor, for any Work performed by its Subcontractor(s), 4% of the first \$50,000 of the amount due each Subcontractor, and 2% of the remaining amount if any.
 - (d) Subcontractor markup for lower tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.
 - (e) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B 7a. – e.
- g. Allowance for profit: Allowance for profit is an amount to be added to the cost of any change in contract sum, but not to the cost of change in Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:
- (1) Contractor / Subcontractor markup for self-performed Work: For Contractor or Subcontractor of any tier for work performed by their forces, 6% of the cost developed in accordance with Section 7.02B 7a. – e.

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- (2) Contractor / Subcontractor markup for Work performed at lower tier: For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 4% of the subcontract cost developed in accordance with Section 7.02B 7a. – h.
- h. Insurance and bond premiums: Cost of change in insurance or bond premium: This is defined as:
- (1) Contractor's liability insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and
- (2) Payment and Performance Bond: The cost of the additional premium for Contractor's bond arising directly from the changed Work.

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

C. Change Order Pricing – Unit Prices

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

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

1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:
- a. Scope: Scope of Work to be performed;

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- b. Reimbursement basis: Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
 - c. Reimbursement limit: Cost limit of reimbursement.
2. Contractor responsibilities: Contractor shall:
- a. Identify workers assigned: Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Provide daily timesheets: Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within 2 working days for Owner's review.
 - c. Allow Owner to measure quantities: Leave access as appropriate for quantity measurement;
 - d. Perform Work efficiently: Perform all Work in accordance with this section as efficiently as possible; and
 - e. Not exceed Owner's cost limit: Not exceed any cost limit(s) without Owner's prior written approval.
3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:
- a. Timesheets: Labor detailed on daily time sheets; and
 - b. Invoices: Invoices for material.

7.03 CHANGE IN THE CONTRACT TIME

- A. COP requests for Contract Time: The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order Proposal.
- B. Time extension permitted if not Contractor's fault: If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.
 - 1. Notice and record keeping for Contract Time request: A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 Days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.
 - 2. Timing and content of Contractor's Notice: Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the

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Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

3. Contractor to provide supplemental information: Within 30 Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 4. Contractor to proceed with Work as directed: Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- C. Contractor to demonstrate impact on critical path of schedule: Any change in the Contract Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract Time, shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order Proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.
- D. Cost of change in Contract Time: Contractor may request compensation for the cost of a change in Contract Time in accordance with this paragraph, 7.03D, subject to the following conditions:
1. Must be solely fault of Owner or A/E: The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E;
 2. Procedures: Contractor shall follow the procedure set forth in paragraph 7.03B;
 3. Demonstrate impact on critical path: Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 7.03C; and
 4. Limitations on daily costs: The daily cost of any change in Contract Time shall be limited to the items below, less the amount of any change in the Contract Sum the Contractor may otherwise be entitled to pursuant to Section 7.02B 7f for any change in the Work that contributed to this change in Contract Time:
 - a. Non-productive supervision or labor: cost of nonproductive field supervision or labor extended because of delay;
 - b. Weekly meetings and indirect activities: cost of weekly meetings or similar indirect activities extended because of the delay;

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- c. Temporary facilities or equipment rental: cost of temporary facilities or equipment rental extended because of the delay;
- d. Insurance premiums: cost of insurance extended because of the delay;
- e. Overhead: general and administrative overhead in an amount to be agreed upon, but not to exceed 3% of the Contract Award Amount divided by the originally specified Contract Time for each Day of the delay.

PART 8 – CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS PROCEDURE

- A. Claim is Contractor's remedy: If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in Section 7.01, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in Section 7.02 or the Contract Time as provided in Section 7.03, Contractor's only remedy shall be to file a Claim with Owner as provided in this section.
- B. Claim filing deadline for Contractor: Contractor shall file its Claim within 120 Days from Owner's final offer made in accordance with paragraph 7.01E, or by the date of Final Acceptance, whichever occurs first.
- C. Claim must cover all costs and be documented: The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
 - 1. Factual statement of Claim: A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
 - 2. Dates: The date on which facts arose which gave rise to the Claim;
 - 3. Owner and A/E employee's knowledgeable about Claim: The name of each employee of Owner or A/E knowledgeable about the Claim;
 - 4. Support from Contract Documents: The specific provisions of the Contract Documents which support the Claim;
 - 5. Identification of other supporting information: The identification of any documents and the substance of any oral communications that support the Claim;
 - 6. Copies of supporting documentation: Copies of any identified documents, other than the Contract Documents, that support the Claim;
 - 7. Details on Claim for Contract Time: If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;
 - 8. Details on Claim for adjustment of Contract Sum: If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail as required by Section 7.02; and

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9. Statement certifying Claim: A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.
- D. Owner's response to Claim filed: After Contractor has submitted a fully documented Claim that complies with all applicable provisions of Parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:
1. Response time for Claim less than \$50,000: If the Claim amount is less than \$50,000, with a decision within 60 Days from the date the Claim is received; or
 2. Response time for Claim of \$50,000 or more: If the Claim amount is \$50,000 or more, with a decision within 60 Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.
- E. Owner's review of Claim and finality of decision: To assist in the review of Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless Contractor follows the procedure set forth in Section 8.02.
- F. Waiver of Contractor rights for failure to comply with this Section: Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless made in accordance with the requirements of this Section.

8.02 ARBITRATION

- A. Timing of Contractor's demand for arbitration: If Contractor disagrees with Owner's decision rendered in accordance with paragraph 8.01D, Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 Days after the date of Owner's decision on such Claim; failure to demand arbitration within said 30 Day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors.
- B. Filing of Notice for arbitration: Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provided to Owner. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
1. Claims less than \$30,000: Disputes involving \$30,000 or less shall be conducted in accordance with the Northwest Region Expedited Commercial Arbitration Rules; or
 2. Claims greater than \$30,000: Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
- C. Arbitration is forum for resolving Claims: All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may

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occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.

- D. Owner may combine Claims into same arbitration: Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration or mediation.
- E. Settlement outside of arbitration to be documented in Change Order: If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

8.03 CLAIMS AUDITS

- A. Owner may audit Claims: All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.
- B. Contractor to make documents available: In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:
1. Daily time sheets and supervisor's daily reports;
 2. Collective bargaining agreements;
 3. Insurance, welfare, and benefits records;
 4. Payroll registers;
 5. Earnings records;
 6. Payroll tax forms;
 7. Material invoices, requisitions, and delivery confirmations;
 8. Material cost distribution worksheet;
 9. Equipment records (list of company equipment, rates, etc.);
 10. Vendors', rental agencies', Subcontractors', and agents' invoices;
 11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
 12. Subcontractors' and agents' payment certificates;
 13. Cancelled checks (payroll and vendors);
 14. Job cost report, including monthly totals;
 15. Job payroll ledger;
 16. Planned resource loading schedules and summaries;

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17. General ledger;
 18. Cash disbursements journal;
 19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work;
 20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
 21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
 22. All nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;
 23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and
 24. Work sheets, software, and all other documents used by Contractor to prepare its bid.
- C. Contractor to provide facilities for audit and shall cooperate: The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

PART 9 – TERMINATION OF THE WORK

9.01 TERMINATION BY OWNER FOR CAUSE

- A. 7 Day Notice to Terminate for Cause: Owner may, upon 7 Days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
1. Contractor fails to prosecute Work: Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 2. Contractor bankrupt: Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 3. Contractor fails to correct Work: Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 4. Contractor fails to supply workers or materials: Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
 5. Contractor failure to pay Subcontractors or labor: Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;

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6. Contractor violates laws: Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 7. Contractor in material breach of Contract: Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Owner's actions upon termination: Upon termination, Owner may at its option:
1. Take possession of Project site: Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
 2. Accept assignment of Subcontracts: Accept assignment of subcontracts pursuant to Section 5.20; and
 3. Finish the Work: Finish the Work by whatever other reasonable method it deems expedient.
- C. Surety's role: Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. Contractor's required actions: When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 9.02B, and shall not be entitled to receive further payment until the Work is accepted.
- E. Contractor to pay for unfinished Work: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
- F. Contractor and Surety still responsible for Work performed: Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.
- G. Conversion of "Termination for Cause" to "Termination for Convenience": If Owner terminates Contractor for cause and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to Section 9.02.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

- A. Owner Notice of Termination for Convenience: Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
- B. Contractor response to termination Notice: Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
1. Cease Work: Stop performing Work on the date and as specified in the notice of termination;

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2. No further orders or Subcontracts: Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
 3. Cancel orders and Subcontracts: Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
 4. Assign orders and Subcontracts to Owner: Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
 5. Take action to protect the Work: Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and
 6. Continue performance not terminated: Continue performance only to the extent not terminated
- C. Terms of adjustment in Contract Sum if Contract terminated: If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of Part 7.
- D. Owner to determine whether to adjust Contract Time: If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10 – MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

Applicable law and venue: The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be in the county in which Owner's principal place of business is located, unless otherwise specified.

10.02 SUCCESSORS AND ASSIGNS

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

10.03 MEANING OF WORDS

Meaning of words used in Specifications: Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority,

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whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings, or required to complete the installation.

10.04 RIGHTS AND REMEDIES

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

10.05 CONTRACTOR REGISTRATION

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

10.06 TIME COMPUTATIONS

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

10.07 RECORDS RETENTION

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

10.08 THIRD-PARTY AGREEMENTS

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

10.09 ANTITRUST ASSIGNMENT

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

10.10 HEADINGS AND CAPTIONS

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

These Northshore Parks and Recreation Service Area Modifications to the General Conditions form a part of, and are incorporated in the Contract Documents and modify, delete, add, and replace provisions of the General Conditions. Provisions not altered remain in effect. All terms defined elsewhere in the Contract Documents shall have the same meaning here.

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PART 1 – GENERAL PROVISIONS

1.01 Definitions

Strike and replace paragraph F. with:

“Contract Documents,” also called “Contract,” means the agreement between the Owner and Contractor, which includes the Advertisement for Bids, signed Agreement Form, completed Bid Form, Instructions to Bidders, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Specifications and Drawings, Addenda, certifications, supplemental agreements, change orders and all other documents specifically incorporated by reference, and all modifications thereof.

Strike and replace paragraph Q. with:

“Owner” means The Northshore Parks and Recreation Service Area, as represented by the Owner and the Administering Department listed in Section 00 01 06 – Project Directory, and any authorized representative designated by the Owner.

Add new definition:

“Public Works Contract” means the Contract Documents or Contract.

PART 2 – NOT USED

PART 3 – TIME AND SCHEDULE

3.01 Progress and Completion

Add the following sentences prior to the first sentence of the section:

Notice to Proceed: A Notice to Proceed will not be given until after the Contract has been executed. No portion of the Work shall begin on the project site nor shall the Contractor order any materials before the Notice to Proceed has been given or unless otherwise instructed by the Owner.

3.02 Progress Schedule

Delete entire section and refer to Section 01 32 16, Progress Schedule.

3.03 Owner’s Right to Suspend the Work for Convenience

Replace paragraph C with the following:

C. If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work within seven days,

or as mutually agreed by the parties.

Add a new paragraph E:

- E. In preparing for or during any suspensions of the Work, the Contractor shall take all steps necessary to prevent damage to or deterioration of the Work. The Contractor's safety and maintenance responsibilities shall remain unchanged except for those assumed by the Owner under the conditions set forth in this section.

3.05 Delay

Replace subparagraph A.6 with the following:

- 6. Unusually severe weather, in excess of weather conditions experienced within the area any time in the preceding 10 years as documented by NOAA's Historical Data, available on the National Weather Service's website:
 - a. Monthly rainfall in excess of 90% of the highest monthly rainfall experienced for the same month.

- b. Annual rainfall in excess of 90% of the highest annual rainfall experienced.
- c. Monthly snowfall in excess of 90% the highest monthly snowfall experienced for the same month.
- d. Annual snowfall in excess of 90% of the highest annual snowfall experienced.
- e. Average high temperatures, for the summer months, in excess of the highest temperatures experienced.
- f. Average low temperatures, for the winter months, lower than the lowest average temperatures experienced.
- g. Other severe weather conditions as agreed between the Owner and Contractor.

PART 4 – SPECIFICATIONS, DRAWINGS AND OTHER DOCUMENTS

4.02 Project Record

Add a sentence at the end of paragraph B:

Maintenance of the Project Record, satisfactory to Owner, will be a requirement for approval of progress payments.

PART 5 – PERFORMANCE

5.01 Contractor Control and Supervision

Add new subparagraph to A:

1. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall not be relieved of the obligation to evaluate and be fully and solely responsible for the control and supervision of those or any other aspects of the Work, including jobsite safety. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall promptly give written notice of that determination, together with an explanation of the reasons Contractor believes the same to be unsafe, to the Owner and A/E and shall not proceed with that portion of the Work without further written instructions. If in the judgment of the Contractor the specified construction means, methods, techniques, sequences or procedures deviate from prudent construction practice such that there will be an effect on any warranties then the Contractor shall propose alternatives for which no increase in the Contract Sum or Contract Time will be made.

5.02 Permits, Fees and Notices

Add to paragraph B the following:

- B. The Owner will pay for the following permits and fees relating to the permanent structures and utilities for the Project:
1. City building permit and plan checking fees,
 2. Street Improvement permit, related engineering fees, city agency installation fees, capacity expansion fees, and added facility expansion fees,
 3. Water service hook-up fees,
 4. Gas service hook-up fees,
 5. General telephone charges to relocate service terminal.

Obtaining and paying for all other permits, including the side sewer permit and any street use permits related to the Contractor's use of the right-of-way for construction lay down or staging and vehicular or pedestrian traffic control are the responsibility of the Contractor.

Replace paragraph D as follows:

- D. Contractor shall include copies of each valid permit required on the project in the Operations & Maintenance Manuals. Nothing in this Section 00 72 60 5.02(D) shall be construed as imposing a duty upon the Owner or A/E to secure permits.

5.04 Prevailing Wages

Delete entire section and refer to Section 00 73 43, Prevailing Wages

5.07 Safety Precautions

Add a new subparagraph 5.07 A 2 a:

- a) In addition the Contractor shall comply with the following requirements when they are applicable: Chapter 296-32 WAC Safety Standards for Telecommunications; Chapter 296-45 WAC, Safety Standards for Electrical Workers; Chapter 173-303 WAC, Dangerous Waste Regulations; Chapter 173-360 WAC, Underground Storage Tank Regulations; Chapter 296-87 WAC, Safety Requirements for Workmen's Construction Elevators; National Electrical Safety Code C2. In cases of conflict between different safety regulations, the more stringent regulation shall apply.

Add the following to paragraph E:

3. The Contractor shall use all reasonable precautions to prevent bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

- a. The Owner will obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner will furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the A/E shall promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If the Contractor has an objection to a person or entity proposed by the Owner, the Owner will propose another to whom the Contractor has no reasonable objection. When the material or substance has been rendered harmless, the Owner shall notify the Contractor, and the work in the affected area shall resume. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Part 7.
4. The Owner shall not be responsible for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.
5. If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

Add new paragraph I:

- I. In addition to other requirements of the Contract, in order to receive a Notice to Proceed, the Contractor must submit the following to Owner:
 1. A copy of its company Safety Program. The Safety Program shall contain, at a minimum, the following:
 - a. Organization, including names of individuals who will perform safety duties, titles, work assignments, authority and reporting relationships.
 - b. Training Program. Who, how and when training is provided; method of employee training concerning safety rules and procedures; training in use of protective equipment.
 - c. Protective Equipment. List of personal protective equipment to be provided to employees.
 - d. Accident Prevention and Loss Control Plan. Work site inspection and hazard correction procedures; disciplinary procedures for safety infractions; accident response, investigation and reporting procedures.
 - e. Regular Safety Meetings. On-site weekly, or other frequency as appropriate, safety meetings mandatory for all employees.

2. An appropriate site specific safety plan. The plan must be tailored to the needs of the particular project and to the types of hazards involved, and be in compliance with WISHA requirements.

5.09 Prior Notice of Excavation

Delete second sentence of paragraph A.

Add new paragraph B:

- B. The Contractor is alerted to the existence of RCW 19.122, an act relating to governing exposure of underground utilities facilities and prescribing penalties for non-compliance. This Section does not include all notification that may be necessary. Any cost or scheduling impact incurred by the Contractor by reason of Contractor's required compliance with these statutory and contractual provisions shall be borne by the Contractor. No excavation shall begin until all known utilities and facilities near the excavation area have been located and marked, and the Contractor has complied with all applicable provisions of RCW 19.122.

5.10 Unforeseen Physical Conditions

Add new paragraph C:

- C. If Contractor encounters mold in the course of its Work it shall provide Notice to Owner to evaluate what action might be necessary. Contractor shall ensure that all building materials used during the Work are dry prior to incorporation into the Work. If Contractor encounters water intrusion from any source it shall take immediate steps to ensure that any affected material is dry according to generally accepted industry standards.

5.13 Material and Equipment

Add new paragraph D:

- D. Contractor shall ensure that all equipment, materials and articles incorporated into the Work are free of hazardous materials.

5.15 Tests and Inspection

Replace the third sentence in paragraph A with the following:

Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity engaged by the Owner, or with the appropriate public authority, and the Owner shall bear all related costs of tests, inspections and approvals.

5.20 Subcontractors and Suppliers

Replace paragraph B and add subparagraph as follows:

- A. Contractor shall utilize subcontractors and suppliers, which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions.
 - 1. If the Owner reasonably concludes that any portion of the Work subcontracted by the Contractor is not being prosecuted in accordance with the Contract Documents, the Contractor shall, upon request of the Owner, remove the subcontractor of any tier performing such work. Such a removal shall not relieve the Contractor of its responsibility for the performance of the Work or complying with all of the requirements of the Contract within the Contract Sum and Time.

Add new paragraph F:

- F. Refer to Section 00 21 13 1.14A-B Instructions to Bidders, for additional requirements for the Contractor and Subcontractors.

5.22 Indemnification

Delete paragraph A and its subsections and refer to Section 00 73 16, Insurance Requirements.

Re-letter paragraph B to paragraph A.

PART 6 - PAYMENTS AND COMPLETION

6.02 Schedule of Values

Replace paragraph in its entirety with following:

- A. Before submitting its first Application for Payment, Contractor shall submit to Owner for approval a breakdown allocating the total Contract Sum to each principle category of work, in such detail as requested by Owner ("Schedule of Values"). The approved Schedule of Values shall include appropriate amounts for demobilization, record drawings, O&M manuals, and any other requirements for Project closeout, and shall be used by Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.
 - 1. Submit a list of subcontractors and material suppliers.
 - 2. The Schedule of Values and the Contractor's Progress Schedule shall be developed and agreed to in conjunction with the subcontractors.
 - a. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - 1) Items required to be indicated as separate activities in Contractor's Progress Schedule.

- 2) Application for Payment forms, including Continuation Sheets.
 - b. Submit the Schedule of Values to the A/E for approval at the earliest possible date but no later than 30 days after the issuance of the Notice to Proceed, and not less than 14 days prior to the first application for payment.
3. Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each listed Specification Section beginning with Division 02, relating directly to the pertinent applicable activities of the Progress Schedule, with each line item broken down separately for labor and materials. Include the following as a minimum:
- a. Include separate line item values for Progress Schedule and updates, mobilization, permits/bonds/insurances, temporary facilities, supervision, survey and layout, demobilization, commissioning and equipment/systems start-up, and project closeout withholding.
 - 1) Temporary facilities and other major cost items that are not a direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
 - 2) Demobilization shall be not less than 1 percent of the Contract amount.
 - 3) Project closeout withholding value, for duration between Substantial Completion and Final Acceptance, shall not be less than 2 percent of the Contract amount. Of that amount, half will be for "Punchlist Work" that will not be released until Final Completion is reached.
 - 4) Schedule preparation and updates shall not be less than 1/2 percent of the Contract amount.
 - 5) Commissioning shall be not less than 1 percent of the Contract amount.
 - b. Major cost items, which are not directly a cost of actual work-in-place, such as distinct temporary facilities, may be either shown as items in the Schedule of Values or included in General Conditions and Mobilization or Demobilization at the Contractor's option.
 - c. Line item amounts shall be rounded off to nearest whole dollar, with total of the primary Schedule of Values breakdown equal to the Contract Sum.
 - d. Provide at least one line item for each Specification Section, and at least one line item for each pertinent item within each specification section.
 - e. Provide breakdown by phasing of construction, or area of work.
 - f. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.

- 1) Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.
 - g. Include separate line item cost for shop drawing preparation.
 - h. Unit Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
 - i. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
4. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of A/E.
 - c. Project Number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 5. Listing: Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section.
 - b. Description of Work.
 - c. Change Order (numbers) that affect value.
 - d. Dollar value.
 - e. Percentage of Contract Sum to nearest 1/100 of a percent, adjusted to total 100 percent.
 6. Schedule of Values Updating: Update and resubmit Schedule of Values prior to the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. Add a new line item for each Change Order, and provide a breakdown of several line items for large or complicated Change Orders.

6.03 Application for Payment

Replace paragraph A and add subparagraphs 1. through 10. as follows:

- A. Within the first seven days of each month, the Contractor shall submit to the A/E a report on the current progress of the Work as compared to the Contractor's Progress Schedule, and a draft Application for Payment, for Work performed during the prior calendar month. This shall not constitute a payment request. The Contractor, Owner and A/E shall meet within the next 10 days and confer regarding the current progress of the Work and the amount of payment to which the Contractor is entitled. Owner may require Contractor to provide data substantiating the Contractor's right to payment, such as copies of requisitions from subcontractors, and reflecting retainage as provided elsewhere in the

Contract Documents. The Contractor shall not be entitled to make a payment request, nor is any payment due the Contractor, until such data is furnished.

1. After the Contractor, Owner and the A/E have met and conferred regarding the draft Application, and the Contractor has furnished all progress information required and all data requested by the Owner, the Contractor may submit a payment request in the agreed upon amount, in the form of a signed, itemized Application for Payment for Work performed. The submission of this Application constitutes a certification that the Work is current on the Contractor's Progress Schedule.
2. General:
 - a. Except as otherwise indicated, sequence of progress payments shall be regular, and each must be consistent with previous applications and payments; it is recognized that certain applications involve extra requirements, including initial application, application at times of Substantial Completion, and final payment application.
 - b. Do not "project" work completed beyond the date of Application for Payment submittal for the purpose of payment request.
 - c. Include Summary of Waste Generated by Project as further described in Project Manual Section 01 74 19, Construction Waste Management and Disposal.
3. Payment Application Times: Progress payments will be based upon a monthly period, with the last day of each month being the cut-off date. The new payment period will then begin on the first day of each month.
4. Draft Payment Application: Draft copies shall be provided to the A/E and Owner by e-mail at least 48 hours prior to the last regular construction meeting of the month at which the payment request will be reviewed. The draft payment request shall be a copy of the previous month's approved payment request, with proposed percentages and dollar amounts (rounded off to nearest whole dollar) hand written beside each line item, and a total percentage complete and dollar amount for the month. Once the amounts are reviewed and agreed to by the A/E and Owner, the Contractor shall prepare the actual payment request as required in this section based upon the amounts agreed to.
 - a. Make available for A/E review current Project Record Documents delineating any and all revisions since the previous application for payment.
5. Application Preparation: Complete every entry on the actual payment request form. The A/E will return incomplete applications without action.
 - a. Entries shall match data on the Schedule of Values and the Contractor's Progress Schedule. Use updated schedules if revisions were made.
 - b. Include amounts of Change Orders issued prior to the last day of the construction period covered by the application. If a Change Order includes more than one Change Order Proposal (COP) or Construction Change Directive (CCD), list each COP or CCD individually.

6. Transmittal: Submit one original signed copy (no photocopies of signatures are permitted) of each Application for Payment to the A/E by a method ensuring receipt within 2 business days.
 - a. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the A/E.
7. Initial Payment Application: The principal administrative actions and submittals which must precede or coincide with submittal of first payment application can be summarized as follows, but not necessarily by way of limitation:
 - a. Submit Statement of Intent to Pay Prevailing Wages on Public Works Contract on form issued by the State of Washington, Department of Labor and Industries. One is required from the Contractor and one from each of those subcontractors who will provide labor on the Project Site.
 - 1) Contractor shall forward the Owner's copy directly to the Owner (do not send through the A/E). The Contractor shall also post on the Project Site one certified copy of each Statement of Intent. For further information, phone the Industrial Statistician (360) 902-5335.
 - 2) Processing of an application will not begin until an approved copy is on file with the Owner for each classification of laborers, workers, or mechanics employed by the Contractor or Subcontractor that are included in an application for payment; no exceptions.
 - b. Submit and receive review comments for Construction Progress Schedule.
 - c. Submit Schedule of Values, allocated to the various portions of the work; the Schedule shall be used as a basis for the Contractor's Application for Payment.
 - d. List of Subcontractors, complete with phone numbers, business address and contact person.
 - e. List of major material suppliers and fabricators, complete with phone numbers, business address and contact person.
 - f. Contractor's Progress Schedule (preliminary if not final).
 - g. Schedule of Unit Prices, as applicable.
 - h. Schedule of Submittals (preliminary if not final).
 - i. Listing of Contractor's staff assignments and principal consultants.
 - j. Copies of acquired building permits and similar authorizations and licenses from governing authorities for current performance of the work.
 - k. Initial progress report.
 - l. Initial settlement survey and damage report, if required.
 - m. Quality Control Plan.
 - n. Safety Plan.
 - o. Waste Management Plan.
 - p. List of emergency contact information.
 - q. Other documents as may be required in the Contract Documents.
8. Applications each Month During Construction:

- a. Submit itemized application, in number of copies as specified herein, each with waivers of mechanics liens from principal subcontractors, sub-subcontractors and suppliers as specified below.
 - b. Applications shall be signed by a responsible officer of Contracting firm. Do not sign in black ink; no photocopies of signature permitted.
 - c. Application for Payment shall include the following, as applicable:
 - 1) Application and Certificate for Payment on Contract.
 - 2) Invoice Cover Sheet.
 - 3) Invoice Voucher.
 - 4) Certificate for Material Stored on Project Site.
 - 5) Invoices for materials stored off site, as applicable.
 - 6) Updated Construction and Submittal Schedules: If substantial changes have occurred in the Project Progress Schedule, or if enough changes have occurred that the schedule is rendered inaccurate or ineffective, submit with Application for Payment a revised updated Progress Schedule for evaluation and measurement of actual work-in-place with said application for payment, together with updated submittal schedule. If the Contractor does not submit a revised schedule with a payment request it is agreed by the Contractor that the project is still on schedule according to the last submitted schedule.
 - a) In addition, should actual work completed be more than 14 days behind schedule, submit a recovery schedule per requirements of Project Manual Section 01 32 16, Construction Progress Schedule.
 - d. Statements of Intent to Pay Prevailing Wages.
 - e. When A/E finds Application for Payment properly completed and correct, the A/E will sign and transmit the Application for Payment to Owner for processing.
 - f. If A/E or Owner finds Application for Payment improperly or incorrectly executed, an annotated copy will be returned for a NEW SUBMITTAL.
 - g. Only minor corrections are allowed, with approval of Owner.
9. Substantiating Data: When A/E requires substantiating information, submit data in a timely manner justifying line item amounts in question.
10. Payment for Stored Material: See Paragraph 6.03 D.

Add new numbered subparagraphs 9. through 12. to paragraph D as follows:

9. The materials must meet the requirements of the Contract based upon inspections or testing by the Owner.
10. The material is tagged, labeled, or otherwise identified as belonging to the project.
11. All cost associated with transportation of material to the project site or other provisions acceptable to the Owner made with regard to eventual

delivery to the project site, are at the sole expense of the Contractor and shall be considered as included in the Bid.

12. For material stored off-site not in a warehouse, Contractor may request payment, provided that the remaining requirements of this paragraph and any additional requirements of Owner are met.

6.05 Payments Withheld

Add new numbered items to paragraph A:

6. Failure to submit monthly EEO/Apprentice Utilization Report from previous month;
7. Third party claims filed or reasonable evidence indicating probable filing of such claims;
8. Failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
9. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
10. Delay by the Contractor and/or its subcontractor(s) of any tier, or failure to adhere to the Contractor's Progress Schedule requirements;
11. Failure to submit affidavits pertaining to wages paid as required by statute;
12. Liquidated damages; or
13. Failure to pay worker's benefits as required by RCW Title 50 and RCW Title 51.

6.06 Retainage and Bond Claim Rights

Replace this section as follows:

- A. RCW chapters 39.08 and 60.28, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.
 1. In addition, the Contractor, if requested by the Owner, shall first furnish proof acceptable to Owner that all taxes and premiums owed to the Washington State Department of Labor and Industries for labor performed by Contractor or any sub or materialperson of any tier, have been paid.
- B. Release of Retainage:
 1. Release of Retainage shall not become due until after the Owner has issued Final Acceptance in accordance with Project Manual Section 01 77 00, Closeout Procedures, Article 1.08, and the following items have been completed:
 - a. The City's Administering Department will send the Letter of Acceptance to PCSD along with required internal City documentation.
 - b. When the items outlined in Project Manual Section 01 77 00, Closeout Procedures, have been provided to the State and the

State reviews and certifies the Contractor's compliance, the following releases are issued:

- 1) Washington State Department of Revenue – Notice of Completion of Public Works Contract
 - 2) Washington State Department of Labor and Industries – Employer Liability Certificate
- c. The Owner will notify the Seattle Revenue and Consumer Affairs (RCA) and request confirmation of B&O tax payment and receive a release if complete.
- d. After acceptance by the referenced State and City departments and expiration of the 45 day waiting period, and if there are no claims to be resolved and all Intents and Affidavits are on file at PCSD, the City releases the retainage held in conjunction with the administering departments accounting unit.
- 1) If the retainage was placed in an escrow account, Owner will notify the escrow company that the retainage may be released. No invoice billing from the Contractor for the retainage is required.
 - 2) If Contractor submitted a bond in lieu of retainage, a memo releasing retainage will be sent to the Contractor.

6.08 Prior Occupancy

Add new paragraph C as follows:

- C. Immediately prior to partial occupancy or use, the Owner, Contractor and A/E shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

6.09 Final Completion, Acceptance, and Payment

Add new paragraph D as follows:

- D. Application for a final pay request will be accepted for processing only after satisfactory completion of the following:
1. Punchlist items complete and accepted;
 2. Agreement on all Change Order costs;
 3. Required permits signed off;
 4. Submittal of Record Documents (as-builts);
 5. Submittal of O&M Manuals;
 6. Submittal of Warranty Manuals;
 7. Training has been provided to Owner designated staff and signed rosters submitted to the Owner.
 8. Security badges and building keys have been returned.
 9. Final Subcontractor List (Section 00 73 03) is completed and submitted with Final Application for Payment.
 10. Other requirements as specified in Contract Documents.

PART 7 – CHANGES

7.01 Change in the Work

Delete paragraph F.

Add new paragraphs G and H as follows:

- G. Construction Change Directives:
1. A Construction Change Directive is a written order signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work and where applicable in the sole determination of the Owner, the Contract Sum or the Contract Time or both.
 2. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the methods described in Paragraph 7.02 A.
 3. As soon as possible, and no later than within seven days of receipt, the Contractor shall advise the Owner and A/E in writing of the Contractor's agreement or disagreement with the cost or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. The Contractor's notice shall reasonably specify the reasons for its disagreement and the amount or other terms that it proposes. Without such timely written notice, the Contractor shall conclusively be deemed to have accepted the Owner's adjustment. The Contractor's disagreement shall in no way relieve the Contractor of its obligation to comply promptly with any written notice issued by the Owner. The adjustment shall then be determined by the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, in strict accordance with this Paragraph and other applicable provisions of the Contract Documents.
 4. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
 5. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Owner on the basis of the fixed price method as described in Paragraph 7.02 B of the General Conditions.
 6. Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work may be included in Applications for payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs.

7. When the Owner and Contractor agree with the determination made by the Owner concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.
- H. Minor Changes in the Work: The A/E will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

7.02 Change in the Contract Sum

Add to subparagraph 7.02 B 7 a, following the second sentence:

Prior to the first application for payment the Contractor shall submit a breakdown of all applicable trade and class wage rates intended to be incorporated into this Project using form provided by the Owner. Submit verification of these rates if requested by the Owner.

Add to subparagraph 7.02 B 7 c, following the second sentence:

Within 30 days of the Notice to Proceed, the Contractor shall submit a list of equipment anticipated to be used on the Project and whether it is owned or to be rented, using a form acceptable to the Owner and the A/E. If during the construction process, additional equipment is brought to the Project Site, the Contractor shall submit an updated list.

Add new paragraph 7.02 E as follows:

- E. Other Changes in the Work:
1. Changes to the work can be by:
 - a. Change Order Proposal issued by the A/E to the Contractor on the Owner's behalf.
 - b. Construction Change Directive (CCD) issued by the A/E to the Contractor on the Owner's behalf.
 - c. Request initiated by the Contractor and submitted to the A/E.
 2. Change Order Proposal (COP): The A/E will issue a detailed description of proposed Owner-initiated changes in the Work on the Owner's standard COP form that may require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - a. COP requests issued by the A/E are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
 - b. Within 14 calendar days of receipt of a proposal request, or sooner if the project schedule necessitates or such other as is

- mutually agreed, submit an estimate of cost necessary to execute the change to the A/E for the Owner's review.
- c. A/E will issue all COPs and will number sequentially.
 - d. See Paragraph 7.02 A. for general requirements
3. Construction Change Directive (CCD): The A/E may issue, on behalf of the Owner, a CCD instructing the Contractor to proceed with a change or specific portion of the change in the Work or specific portion of a COP, for subsequent inclusion in a Change Order.
 4. Contractor's Change Order Proposal: When latent, unforeseen, or other conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the A/E.
 - a. The Contractor may propose changes by requesting the A/E to issue a blank COP. A/E will assign the next available COP number to the request and will issue a blank COP to the Contractor. Issuance of a blank COP is for tracking purposes only and shall not be interpreted as acceptance or approval of the Contractor's request by the A/E or Owner, implied or otherwise.
 5. All COPs and CCDs will be numbered sequentially in a single continuous log maintained by the A/E.

7.03 Change in the Contract Time

Add new paragraph 7.03 E as follows:

- E. Change in Contract Time dues to Abnormal Inclement Weather:
 1. The Contractor shall not be entitled to an extension of time for inclement weather except under the provisions of Paragraph 3.05 A. 6. of the General Conditions, Section 00 72 13, as supplemented in Section 00 72 60, Modifications to the General Conditions.
 2. Except for site work which may critically affect the Contract Time, no extension of time will be made for abnormal inclement weather after the principle portions of the Work are sufficiently closed-in (exterior walls up and roof in place) so as to permit any structure, or major portion thereof which is part of the Work, to be adequately heated so as to allow the various trades to perform their work.
 3. If the total calendar days lost due to inclement weather, from the start of the Work at the Project Site by the Contractor until the principle portions of the Work are enclosed, exceeds the total number of days to be expected for the same period, a time extension, if granted, shall only be the number of calendar days needed to equal the excess number of calendar days lost due to such abnormal inclement weather.

PART 8 - CLAIMS AND DISPUTE RESOLUTIONS

8.02 Arbitration

Delete this section in its entirety and replace with a new section as follows:

8.02 Mediation/Litigation

- A. If the Owner denies the Claim and prior to the initiation of any judicial proceedings, the Contractor shall within thirty (30) days of receiving the Owner's written notice denying the Claim or before the Completion date, whichever comes first, file with the Owner a dated written notice of Contractor's its election to enter into a non-binding mediation before a mutually acceptable mediator. The date the written notice is received by the Owner shall be the date of filing of the written notice. The Contractor shall not be allowed to change the scope of the claim as presented in Section 8.01.
- B. The Owner and Contractor shall promptly identify an acceptable mediator and schedule the mediation to occur on a mutually agreed date. Each party may be represented at the mediation by lawyers.
- C. Each party will bear its own costs and fees incurred in the claims process, including mediation, except that they shall share equally the fees and expenses of the mediator and the costs of the facility for the mediation. If the mediation does not resolve the disputed matter, thereafter, the Contractor may pursue judicial resolution in a court of competent jurisdiction in King County, Washington, at Seattle, within the timeline stated in Section 8.03. Such lawsuit shall be filed not later than 180 days from the Completion date. This requirement cannot be waived except by an explicit written waiver signed by the Owner. The failure to file a lawsuit within the 180 day period shall cause the Claim to lapse and relieves the Owner of any further obligation with respect thereto.
- D. In the event of multiple Claims as described in this Part 8, Owner may require that they be consolidated for mediation and litigation purposes.

PART 9 – TERMINATION OF THE WORK

9.01 Termination for Cause

Revise section heading to: TERMINATION OR SUSPENSION BY OWNER FOR CAUSE

Add subparagraph 8. to Paragraph A:

- 8. If the Contractor failed to disclose or submitted false or misleading information in the Supplemental Bidder Responsibility Criteria form , or the Contractor's response to project-specific Supplemental Bidder Responsibility Criteria or supporting documentation for either.

Replace paragraphs B, C, D, E and F with the following:

- B. Once the Owner determines that sufficient cause exists to terminate the Contract, written notice will be given to the Contractor and its surety indicating that the Contractor is in breach of the Contract and that the Contractor is to remedy the breach within 15 days after the written notice is delivered. In case of

an emergency such as potential damage to life or property, the response time to remedy the breach after the written notice may be shortened. If the remedy does not take place to the satisfaction of the Owner, the Owner, by serving written notice to the Contractor and surety, may transfer the performance of the Work from the Contractor to the Contractor's surety; or provide such sufficiency of labor or materials as required and deduct the costs from any money due or coming due to the Contractor pursuant to the Contract Documents; or terminate the Contract. The decision of the Owner to pursue one remedy will not bar the Owner from pursuing other remedies on the same or subsequent breaches.

- C. Upon receipt of a written notice that the Work is being transferred to the surety, the surety shall enter upon the project site and take possession of all materials, tools, and appliances for the purpose of completing the Work pursuant to the Contract Documents and employ by contract or otherwise any person or persons satisfactory to the Owner to finish the Work and provide the materials without termination of the Contract. Such employment shall not relieve the surety of its obligations under the Contract and the bond. If there is a transfer to surety, payments on estimates covering the Work subsequent to the transfer shall be made to the extent permitted under law to the surety or its agent without any right of the Contractor to make any claim against the Owner for such sums.
- D. If the Contractor fails to correct in a timely manner any material breach and the Owner terminates the Contract or provides such sufficiency of labor or materials as is required to complete the Work, the Contractor shall not be entitled to receive any further payment on the Work until the Work has been fully performed. The Contractor shall bear all extra expenses incurred by the Owner in completing the Work, including all increased costs for completing the Work, and all damages sustained, or that may be sustained, by the Owner by reason of such refusal, neglect, failure, or discontinuance of the Work by the Contractor. If Liquidated Damages are provided in the Contract, the Contractor shall be liable for whatever amount of such damages accrues, through the Substantial Completion date. After all the Work encompassed by the Contract has been completed, the Owner will calculate the total expenses and damages for the completed Work. If the total expenses and damages are less than any unpaid balance due to the Contractor, the excess will be paid by the Owner to the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor and surety shall be jointly and severally liable to the Owner and shall pay the difference to the Owner on demand.
- E. In exercising the Owner's right to prosecute the Work to Substantial Completion, the Owner shall have the right to exercise sole discretion as to the manner, method, and reasonableness of the costs of completing the Work. In the event that the Owner takes Bids for remedial work or Substantial Completion of the Project, the Contractor shall not be eligible for the Award of such contract.
- F. In the event that the Contract is terminated, the termination shall not affect any rights of the Owner against the Contractor. The rights and remedies of the Owner under the termination clause are in addition to any other rights and remedies provided by law or under this Contract. Any retention or payment of

monies to the Contractor by the Owner shall not release the Contractor from liability.

9.02 Termination by Owner for Convenience

Add paragraphs E and F as follows:

- E. Pursuant to RCW 60.28.011(7), if after a substantial portion of the Work has been completed, an unreasonable delay will occur in the completion of the remaining portion of the Contract for any reason not the result of a breach thereof, the Owner may, if the Contractor agrees, delete from the Contract the remaining work and accept as final the improvement at the stage of completion then attained and make payment in proportion to the amount of the Work accomplished. In such case, whatever amount of the Contractor's compensation has been retained and accumulated pursuant to RCW 60.28.011(7) shall be held for the statutory period of 60 days following the establishment of the Completion date. In the event that the Work shall have been terminated before Completion, the Owner may thereafter enter into a new contract with the same Contractor without advertisement or Bid for the performance of the remaining Work or improvement for an amount equal to or less than the cost of the remaining Work under the original Contract.

- F. Pursuant to RCW 60.28.080, if the delay caused by litigation exceeds six months, the Contractor may then elect to terminate the Contract and to delete the completion of the Contract and receive payment in proportion to the amount of the work completed plus the cost of the delay. Amounts retained and accumulated under RCW 60.28.011 shall be held for a period of 60 days following the election of the Contractor to terminate.

PART 10 – MISCELLANEOUS PROVISIONS

10.01 Governing Law

Revise contents of section as follows:

The Contractor shall observe and comply with all federal and state laws, and with County, City and municipal resolutions, ordinances, and regulations that will in any way affect the Work. Such information, interpretation, or representation of laws, regulations, or ordinances referenced in the Contract Documents shall not take precedence over the law, regulation, or ordinance itself, nor relieve the Contractor from the Contractor's responsibility for determining the true current construction and content of such laws, regulations, and ordinances.

Add a new section following:

10.13 Gratuities

Neither the Contractor, its subcontractors or materialperson shall extend any loan, gratuity, or gift of money in any form whatsoever to any employee or officer of the

NPRSA
NSC BUILDING UPGRADES
SECTION 00 72 60
MODIFICATIONS TO THE GENERAL CONDITIONS

Owner, nor shall the Contractor, its subcontractors or material person rent or purchase any equipment or materials from any employee or officer of the Owner.

END OF SECTION

First Addendum
Public Works Contract for Northshore Parks and Recreation Area:
Senior Center Building Upgrades

This First Addendum to the Public Works Contract for Northshore Parks and Recreation Area: Senior Center Building Upgrades (Addendum 1) between the Northshore Parks & Recreation Service Area (NPRSA) and CDK Construction, LLC. (Contractor) is made in consideration of the mutual benefits, terms, and conditions specified herein. NPRSA and Contractor may be referred to jointly as the Parties or individually as a Party.

1. The Parties agree that Contractor will perform the work in the attached Exhibit A (Alternative 1 Work), which is the scope of work for Alternative 1 in NPRSA's invitation to bid. The plans and specifications for the Alternative 1 Work is attached hereto.
2. The Alternative 1 Work will be performed under the terms and conditions of the Public Works Contract for Northshore Parks and Recreation Area: Senior Center Building Upgrades and its Contract Documents, except as specified in this Addendum No. 1.
3. In consideration of the Contractor performing the Alternative 1 Work, NPRSA agrees to pay the Contractor an amount not to exceed six hundred thirty-five thousand dollars (\$635,000.00), based on the Proposal submitted by Contractor dated January 18th, 2023 and as may be adjusted under the Contract Documents.

[INSERT FULL LEGAL NAME OF CONTRACTOR]:

NPRSA:

By: _____
[insert full legal name and title of signator]

By: _____
Rachel Best-Campbell, NPRSA Board Chair

PART 1 GENERAL

1.1 DESCRIPTION

- A. Intent of this Section: To enable the Owner to compare total costs where alternate materials and methods might be used. Alternates have been established as described on the Drawings and in this Section of these Specifications.
 - 1. Related work described elsewhere:
 - a. Materials and methods to be used in the Base Bid and in the Alternates have been described on the Drawings and in pertinent Sections of these Specifications.
 - b. Method for stating the Proposed Contract Sum is described in the Bid Form.

1.2 SUBMITTALS

- A. All Alternates described in this Section are required to be reflected on the Bid Form as submitted by bidders. However, do not submit alternates other than as described in this Section, except as provided for "substitutions" under the General Conditions.

1.3 PRODUCT HANDLING

- A. If the Owner elects to proceed on the basis of one or more of the described Alternates, make all modifications to the Work required in furnishing and installing the selected Alternate or Alternates to the approval of the Architect and at no additional cost to the Owner other than as proposed on the Bid Form.

PART 2 PRODUCTS

2.1 ALTERNATES

- A. Alternate Bid #1:
 - 1. Northshore Senior Center Building Envelope Repairs: Replacement of all exterior building trim; repair and replacement of windows; replacement of siding and painting of the entire exterior along with various other scope for a complete and watertight building.
- B. Alternate Bid #2:
 - 1. Northshore Senior Center Interior Window Trim Repair: Refinish all interior window trim, liners and casings.

PART 3 EXECUTION

3.1 EXECUTION

- A. Provide all labor, materials, equipment, hardware and finishes as required and directed to complete work.

END OF SECTION



Special District Voucher Approval Document

Scheduled Payment Date: 12/07/2022
Total Amount: \$29,289.81
Control Total: 4
Payment Method: WARRANT

District Name: Northshore Parks and Recreation Service Area
File Name: AP_NOSHRPRK_APSUPINV_20221129085856.csv
Fund #: 251010010

CONTACT INFORMATION

Preparer's Name: Barbara Glass

Email Address: barbara.glass@bothellwa.gov

PAYMENT CERTIFICATION

RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)) :

<i>Becky Range</i>	<u>Nov 29, 2022</u>		
Authorized District Signature	Date	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date

SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable
Attn: Special Districts
401 5th Avenue, Room 323
Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov
Fax: (206) 263-3767

KING COUNTY FINANCE USE ONLY:

Batch Processed By: _____

Date Processed: _____



Special District Voucher Approval Document

District Name: Northshore Parks and Recreation Service Area

File Name: AP_NOSHRPRK_APSUPINV_20221129085856.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
CITY OF BOTHELL			INV2022-56905	11/22/2022	\$2,929.56	MECHANICAL PLAN REVIEW FEES
CORNERSTONE ARCHITECTURAL GROUP			232102-18	11/22/2022	\$180.00	PEDESTRIAN BRIDGE INVESTIGATION AND REPAIR
CORNERSTONE ARCHITECTURAL GROUP			232203-3	11/22/2022	\$7,520.00	NSC BUILDING UPGRADES
CORNERSTONE ARCHITECTURAL GROUP			232204-3	11/22/2022	\$18,660.25	HWC BUILDING UPGRADES

CITY OF BOTHELL - INVOICE



Andre Coppin
Conerstone Architectural Group
6161 NE 175TH ST
KENMORE, WA 98028

INVOICE NUMBER	INVOICE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV2022-56905	11/22/2022	Due	NONE

REFERENCE	DESCRIPTION	FEE AMOUNT	AMOUNT PAID	AMOUNT DUE
MNR2022-33085	Mechanical Plan Review	\$2,790.06	\$0.00	\$2,790.06
	5% Tech Fee-Submittal	\$139.50	\$0.00	\$139.50
TOTALS		\$2,929.56	\$0.00	\$2,929.56

Remit payment to: City of Bothell 18415 101st Ave NE., Bothell, WA 98011
Please include the invoice number with your payment.

If you have questions regarding this invoice, call Community Development,
(425) 806-6400



6161 NE 175th Street, Suite 101
 Kenmore, Washington 98028
 206.682.5000
 cornerstonearch.com

INVOICE

Northshore Parks & Recreation Service Area

18415 101st Ave NE
 Bothell WA 98011

Attn: Christine Scotton

Emailed to: Christine.Scotton@bothellwa.gov; barbara.glass@bothellwa.gov

November 22, 2022

Invoice No. 232102-18

For services rendered through the fifteenth of the month.

Payment Due Upon Receipt

Project No. 232102

NPRSA #01 Pedestrian Bridge Investigation & Repair

SCOPE	RATE	HOURS	EXTENSION	PREVIOUSLY INVOICED	THIS INVOICE
Part 1a Investigation Report					
Architectural - Principal	\$230	2	\$ 460.00	2 \$ 460.00	\$ -
Architectural - Project Manager	\$180	8	\$ 1,440.00	8 \$ 1,440.00	\$ -
Structural - Principal	\$245	2	\$ 490.00	2 \$ 490.00	\$ -
Structural - Engineer	\$150	8	\$ 1,200.00	8 \$ 1,200.00	\$ -
Structual Markup 10%			\$ 169.00	\$ 169.00	\$ -
Environmental - additional services for Asbestos/Lead Testing					\$ -
Environmental Markup 10%					\$ -
Part 2a Construction Documents					
Architectural - Principal	\$230	2	\$ 460.00	2 \$ 460.00	\$ -
Architectural - Project Manager	\$180	8	\$ 1,440.00	13 \$ 2,340.00	\$ -
Architectural CADD Technical Support	\$100	8	\$ 800.00	21 \$ 2,100.00	\$ -
Structural - Principal	\$245	2	\$ 490.00	2 \$ 490.00	\$ -
Structural - Engineer	\$150	4	\$ 600.00	4 \$ 600.00	\$ -
Structural - CADD Drafter	\$110	20	\$ 2,200.00	20 \$ 2,200.00	\$ -
Structual Markup 10%			\$ 329.00	\$ 329.00	\$ -

continued on the next page

NPRSA #01 Pedestrian Bridge Investigation & Repair

SCOPE		RATE	HOURS	EXTENSION	PREVIOUSLY INVOICED		THIS INVOICE	
Part 2b Bidding								
	Architectural - Project Manager	\$180	8	\$ 1,440.00	15.5	\$ 2,790.00		\$ -
	Structural - Engineer	\$150	4	\$ 600.00	3.5	\$ 525.00		\$ -
	Structual Markup 10%			\$ 60.00		\$ 52.50		\$ -
	Civil - Principal/Sr Project Manager	\$225	16	\$ 3,600.00	3.5	\$ 787.50		\$ -
	Civil Markup 10%			\$ 360.00		\$ 78.75		\$ -
Part 2c Construction Administration (CA) & Closeout								
	Architectural - Project Manager	\$180	40	\$ 7,200.00	78	\$ 14,040.00	1	\$ 180.00
	Structural - Principal	\$245	2	\$ 490.00		\$ -		\$ -
	Structural - Engineer	\$150	40	\$ 6,000.00	8	\$ 1,200.00		\$ -
	Structual Markup 10%			\$ 649.00		\$ 120.00		\$ -
Part 2d Previously Unbilled Hours								
	Architectural - Project Manager	\$180	40	\$ 7,200.00	40	\$ 7,200.00		\$ -
Part 3 Hazardous Material Testing (ADDITIONAL SCOPE)								
	Architectural - Project Manager	\$180	8	\$ 1,440.00	8	\$ 1,440.00		\$ -
	Building Envelope Technologist	\$125	8	\$ 1,000.00	8	\$ 1,000.00		\$ -
	Architectural CADD Technical Support	\$100		\$ -	2	\$ 200.00		\$ -
	Environmental - Engineer	\$120	5	\$ 600.00		\$ 899.25		\$ -
	Environmental - Admin	\$100	3	\$ 300.00				\$ -
	Environmental - markup 10%			\$ 90.00		\$ 89.93		\$ -
	Civil - Engineer IX/Project Manager	\$168	8	\$ 1,344.00	10	\$ 1,680.00		\$ -
	Civil - Engineering Designer	\$120	4	\$ 480.00	4.75	\$ 570.00		\$ -
	Civill - markup 10%			\$ 182.40		\$ 225.00		\$ -
			TOTAL	\$ 41,107.00		\$ 45,175.93		\$ 180.00

Reviewed by:



11/22/2022

Andre Coppin
 Cornerstone Architectural Group
 AC:bc



6161 NE 175th Street, Suite 101
 Kenmore, Washington 98028
 206.682.5000
 cornerstonearch.com

INVOICE

Northshore Parks & Recreation Service Area

18415 101st Ave NE
 Bothell WA 98011

Attn: Christine Scotton, Levy Program Manager & Barbara Glass

Emailed to: christine.scotton@bothellwa.gov; barbara.glass@bothellwa.gov

November 22, 2022

Invoice No. 232203-3

For services rendered through the fifteenth of this month.

Payment Due Upon Receipt

Project No. 232203

NPRSA #13A NSC Building Upgrades

SCOPE	RATE	HOURS	EXTENSION	PREVIOUSLY INVOICED	THIS INVOICE
Task 1 100% Construction Documents					
Architectural - Project Manager	\$180	40	\$ 7,200.00	40 \$ 7,200.00	\$ -
Architectural - Building Envelope Technologist	\$125	40	\$ 5,000.00	60 \$ 7,500.00	\$ -
Mechanical/Electrical - Senior Engineer	\$150	4	\$ 600.00	\$ -	13.5 \$ 2,025.00
Mechanical/Electrical - Project Engineer	\$125	8	\$ 1,000.00	\$ -	11 \$ 1,375.00
Mechanical/Electrical Markup 10%			\$ 160.00		\$ 340.00
Task 2 Bidding					
Architectural - Project Manager	\$180	40	\$ 7,200.00	10 \$ 1,800.00	21 \$ 3,780.00
Structural - Engineer	\$150	4	\$ 600.00	\$ -	\$ -
Structural - Markup 10%			\$ 60.00		\$ -
Mechanical/Electrical - Senior Engineer	\$150	16	\$ 2,400.00	\$ -	\$ -
Mechanical/Electrical Markup 10%			\$ 240.00		\$ -

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NPRSA #13A NSC Building Upgrades

Task 3 Construction Administration							
Architectural - Project Manager	\$180	320	\$ 57,600.00		\$ -		\$ -
Structural - Engineer	\$150	16	\$ 2,400.00		\$ -		\$ -
Structual Markup 10%			\$ 240.00				\$ -
Mechanical/Electrical - Senior Engineer	\$150	120	\$ 18,000.00		\$ -		\$ -
Mechanical/Electrical Markup 10%			\$ 1,800.00				\$ -
		TOTAL	\$ 104,500.00		\$ 16,500.00		\$ 7,520.00

Reviewed by:



11/22/2022

Andre Coppin
 Cornerstone Architectural Group
 AC:bc



6161 NE 175th Street, Suite 101
 Kenmore, Washington 98028
 206.682.5000
 cornerstonearch.com

INVOICE

Northshore Parks & Recreation Service Area

18415 101st Ave NE
 Bothell WA 98011

Attn: Christine Scotton, Levy Program Manager & Barbara Glass

Emailed to: christine.scotton@bothellwa.gov; barbara.glass@bothellwa.gov

November 22, 2022

Invoice No. 232204-3

For services rendered through the fifteenth of this month.

Payment Due Upon Receipt

Project No. 232204

NPRSA #13B HWC Building Upgrades

SCOPE	RATE	HOURS	EXTENSION	PREVIOUSLY INVOICED	THIS INVOICE
Task 1 100% Construction Documents					
Architectural - Project Manager	\$180	20	\$ 3,600.00	13 \$ 2,340.00	7 \$ 1,260.00
Architectural - CADD Technical Support	\$100	60	\$ 6,000.00	60.5 \$ 6,050.00	24 \$ 2,400.00
Mechanical/Electrical - Principal	\$200	32	\$ 6,400.00	2 \$ 400.00	2 \$ 400.00
Mechanical/Electrical - Senior Engineer	\$150	200	\$ 30,000.00	21 \$ 3,150.00	58.5 \$ 8,775.00
Mechanical/Electrical - CADD Technician	\$85	120	\$ 10,200.00	15 \$ 1,275.00	15.5 \$ 1,317.50
Mechanical/Electrical - Admin	\$55	8	\$ 440.00	0.5 \$ 27.50	3 \$ 165.00
Mechanical/Electrical Markup 10%			\$ 4,704.00	\$ 485.25	\$ 1,065.75
Task 2 Bidding					
Architectural - Project Manager	\$180	40	\$ 7,200.00	\$ -	8 \$ 1,440.00
Mechanical/Electrical - Principal	\$200	8	\$ 1,600.00	\$ -	\$ -
Mechanical/Electrical - Senior Engineer	\$150	20	\$ 3,000.00	\$ -	\$ -
Mechanical/Electrical Markup 10%			\$ 460.00		\$ -

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NPRSA #13B HWC Building Upgrades

Task 3 Construction Administration							
Architectural - Project Manager	\$180	160	\$ 28,800.00		\$ -		\$ -
Structural - Principal	\$245	2	\$ 490.00		\$ -	1	\$ 245.00
Structural - Engineer	\$150	8	\$ 1,200.00		\$ -	9.5	\$ 1,425.00
Structural Markup 10%			\$ 169.00				\$ 167.00
Mechanical/Electrical - Principal	\$200	4	\$ 800.00		\$ -		\$ -
Mechanical/Electrical - Senior Engineer	\$150	120	\$ 18,000.00		\$ -		\$ -
Mechanical/Electrical Markup 10%			\$ 1,880.00				\$ -
		TOTAL	\$ 124,943.00		\$ 13,727.75		\$ 18,660.25

Reviewed by:



11/22/2022

Andre Coppin
 Cornerstone Architectural Group
 AC:bc



Special District Voucher Approval Document

Scheduled Payment Date: 12/07/2022
Total Amount: \$11,264.82
Control Total: 3
Payment Method: WARRANT

District Name: Northshore Parks and Recreation Service Area
File Name: AP_NOSHRPRK_APSUPINV_20221130124023.csv
Fund #: 251010010

CONTACT INFORMATION	
Preparer's Name: <u>Barbara Glass</u>	Email Address: <u>barbara.glass@bothellwa.gov</u>

PAYMENT CERTIFICATION		RCW (42.24.080)
I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).		
Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)) :		
<i>Becky Range</i>	<u>Dec 1, 2022</u>	
Authorized District Signature	Date	Authorized District Signature
Authorized District Signature	Date	Authorized District Signature
Authorized District Signature	Date	Authorized District Signature

SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable
Attn: Special Districts
401 5th Avenue, Room 323
Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov
Fax: (206) 263-3767

KING COUNTY FINANCE USE ONLY:	
Batch Processed By:	_____
Date Processed:	_____



Special District Voucher Approval Document

District Name: Northshore Parks and Recreation Service Area

File Name: AP_NOSHRPRK_APSUPINV_20221130124023.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
BUILDERS EXCHANGE OF WASHINGTON INC			1073131	11/09/2022	\$354.75	NSC BUILDING UPGRADES ADVERTISEMENT
FORMA CONSTRUCTION COMPANY			JC2021-005.00D(1)	10/10/2022	\$9,500.51	ELEVATED WALKWAY PREP AND REFINISH
FORMA CONSTRUCTION COMPANY			JC2021-008.00D(1)	10/10/2022	\$1,409.56	PEDESTRIAN BRIDGE STRUCTURAL REPAIRS

Builders Exchange of Washington Inc

2607 Wetmore Ave
 Everett, WA 98201
 425-258-1303

DATE	INVOICE#
11/9/2022	107313 1

BILL TO
Northshore Parks and Rec. Service Area 10201 E Riverside DR Bothell, WA 98011

P.O. NO.	TERMS	DUE DATE	Tax Confirmation
	Net 15	11/24/2022	

DESCRIPTION	AMOUNT
Publish Projects Online	354.75
Sales Tax	0.00
<i>Jr,v(</i> 1 (:}3,	
Total U.S. Funds \$354.75	

Cust. #5643, Northshore Parks and Recreation Service Area

Title: Northshore Senior Center Building Upgrades, Northshore Parks and Recreation Service Area, Bothell, WA

Bin#: E1632

Posted: 2022-10-19 08:26:54-07

Posting Area: Northshore Parks and Recreation Service Area -

Projects Bidding

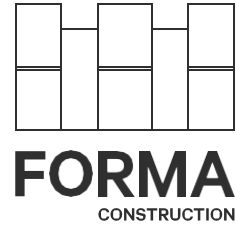
Project ID: 2022-003728

Date	Description	Item	Sheet List	Count	Each	Amount
2022-10-19	Advertisement for Bid	Small Docs, Standard Pub	advert	2	\$0.25	\$0.50
2022-10-19	Plans	Large Docs, Standard Pub	plans	37	\$2.00	\$74.00
2022-10-19	As-Built Plans	Large Docs, Standard Pub	asbuiltp	63	\$2.00	\$126.00
2022-10-19	Specs	Small Docs, Standard Pub	specs	617	\$0.25	\$154.25

Project Total: \$354.75

Non-Taxable Total: \$354.75

Taxable Total: \$0



NPRSA Purchasing
18415 101st Ave. NE
Bothell, WA 98011

Work Order No.: 703
Contract PO No.: JC2021-005.00
Date: 10/10/2022

Attn: Christine Scotton

Re: Invoice 004 – Revision 000

This invoice is the FINAL progress billing for PO# JC2021-005.00 Prep and Refinish Elevated Walkway project. Please let me know if you have any questions or concerns.

Thank you,

A handwritten signature in blue ink, appearing to be "JL", written in a cursive style.

Jason Lian
Project manager

Application and Certification for Payment

To (Owner):	NPRSA Purchasing 18415 101st Ave. NE Bothell, WA 98011	Contract No.:	N/A	Application No.:	004
		Work Order No.:	703	Application Date:	10/10/2022
		Contract PO No.:	JC2021-005.00	Payment Period:	8/1/22 - 8/31/22
		WO PO No.:	N/A		
From (Contractor):	Forma Construction Company 500 Columbia St NW Suite 201 Olympia WA 98501				

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment as shown below:

1.	Original Work Order Sum	\$	173,427.75
2.	Net Change(s) by Change Order(s)		\$88,997.81
3.	Total Work Order Sum (Line 1 + Line 2)	\$	262,425.56
4.	TOTAL EARNED (Completed Work)	\$	262,425.56
5.	Balance to Complete (Line 3 - Line 4)	\$	-
6.	RETAINAGE on TOTAL EARNED	\$	-
7.	Total Earned Less Retainage (Line 4 - Line 6)	\$	262,425.56
8.	Previously Approved (Line 7 from Previous Application)	\$	253,796.58
9.	Current Amount Due (Line 7 - Line 8)	\$	8,628.98
10.	WA State Sales Tax (10.1%)	\$	871.53
11.	Less WSST Previously Paid	\$	-
12.	WSST Due this Period @ 10.1% (Line 10 - Line 11)	\$	871.53
13.	Total Payment Due with WSST (Line 9 + Line 12)	\$	9,500.51

Retainage Rate

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of Contractor's knowledge, information, and belief, the Work covered by his Application for Payment has been completed in accordance with the Contract Documents and in a good and workmanlike manner by appropriate means; that all amounts, including applicable sales tax, have been paid by Contractor for Work for which previous Certificates of Payment were issued and payment received from the Owner; that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages; and that payment as shown herein is now due.

CONTRACTOR:

By:  Date: 10/10/2022

NPRSA CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents and based on observations at the site, review of Contractor's record drawings as of the date of this Application, the Resident Engineer certifies to the Owner that to the best of his/her knowledge, information and belief, the Work has progressed as indicated and in accordance with the Contract Documents, that all required inspections have been performed, and the Contractor is entitled to payment in the Amount Certified below.

AMOUNT CERTIFIED

\$ 9,500.51

(attach explanation if amount certified differs from the amount applied for)

NPRSA:

By:  Date: Nov 30, 2022
Project Manager

This Certificate is not negotiable. The **AMOUNT CERTIFIED** is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Contract No.: N/A
 Work Order No.: 703
 PO No.: JC2021-005.00
 PO Release No.:
 Pay App No.: 004
 Period Ending 15-Oct-21

Item	Description	Qty	500 Columbi a St NW	Unit Cost	Extended Amount	Work Completed - Percentage			Work Completed - \$		
						Previous	Current	Total	Previous	Current	Total
01	General Requirements	1	LS	\$ 79,612.85	\$ 79,612.85	95%	5%	100%	\$ 75,632.21	\$ 3,980.64	\$ 79,612.85
02	Existing Conditions	1	LS	\$ 2,598.53	\$ 2,598.53	95%	5%	100%	\$ 2,468.60	\$ 129.93	\$ 2,598.53
03	Concrete	1	LS	\$ 5,762.89	\$ 5,762.89	95%	5%	100%	\$ 5,474.75	\$ 288.14	\$ 5,762.89
04	Metals	1	LS	\$ 848.18	\$ 848.18	100%	0%	100%	\$ 848.18	\$ -	\$ 848.18
05	Thermal And Moisture Protection	1	LS	\$ 2,115.87	\$ 2,115.87	95%	5%	100%	\$ 2,010.08	\$ 105.79	\$ 2,115.87
06	Openings	1	LS	\$ 2,301.85	\$ 2,301.85	95%	5%	100%	\$ 2,186.76	\$ 115.09	\$ 2,301.85
07	Finishes	1	LS	\$ 80,187.58	\$ 80,187.58	95%	5%	100%	\$ 76,178.20	\$ 4,009.38	\$ 80,187.58
			LS	\$ -	\$ -	0%	0%	0%	\$ -	\$ -	\$ -
			LS	\$ -	\$ -	0%	0%	0%	\$ -	\$ -	\$ -
			LS	\$ -	\$ -	0%	0%	0%	\$ -	\$ -	\$ -
				\$ -	\$ -						
				Subtotal	\$ 173,427.75				\$ 164,798.77	\$ 8,628.98	\$ 173,427.75
Change Orders											
Sup 001	Added Sand Blasting at Walkway	1	LS	\$ 88,997.81	\$ 88,997.81	100%	0%	100%	\$ 88,997.81	\$ -	\$ 88,997.81
		1	LS	\$ -	\$ -	0%	0%	0%	\$ -	\$ -	\$ -
		1	LS	\$ -	\$ -	0%	0%	0%	\$ -	\$ -	\$ -
	Total Cost				\$ 262,425.56				\$ 253,796.58	\$ 8,628.98	\$ 262,425.56
	Retention		N/A						\$ -	\$ -	\$ -
	Net Amount Due								\$ 253,796.58	\$ 8,628.98	\$ 262,425.56

Acceptance of % billed:

Base Work Order % Complete	100%
Total Work Order % Complete	100%

BY: _____ Date: _____

—
Project Manager

BY: _____ Date: _____

—
Purchasing

PUBLIC WORKS PREVAILING WAGE CERTIFICATION & SUBCONTRACTOR LIST

Project: Prep and Refinish Elevated Walkway

JC2021-005.00

PW#: WO#703 Contractor Name: FORMA Construction Company

I certify that the prevailing wages have been paid in accordance with the pre-filed Statement(s) of Intent to Pay Prevailing Wages on file with the Contracting Services Division of Finance and Administrative Services. This statement covers all subcontractors of all tiers and suppliers who worked on the project.

PAYMENT PERIOD FROM 08/01/2022 **TO** 08/31/2022 **Final Subcontractor Report? Yes**
MONTH/DAY/YEAR MONTH/DAY/YEAR

Subcontractor/Supplier Name	Subcontractor or Supplier?	UBI Number	Intent ID	Affidavit ID	Prompt Pay Eligible? Y/N	Total Amount Paid During Pay Period*
Long Painting	<input checked="" type="checkbox"/> Sub <input type="checkbox"/> Supplier	578090687	1199560	1150695	Y	\$84,541.34
	<input type="checkbox"/> Sub <input type="checkbox"/> Supplier					
	<input type="checkbox"/> Sub <input type="checkbox"/> Supplier					
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	<input type="checkbox"/> Sub <input type="checkbox"/> Supplier					

In accordance with RCW 60.28, 18.27 and 19.28, for all public works contracts over \$35,000 the Contractor shall submit with each Progress Payment a list of all Subcontractors, UBI numbers, Intent IDs, Affidavit IDs, WMBE statuses and dates worked. Moreover, the Contractor shall record the total amount paid to each Prompt Pay Eligible Subcontractor. This letter shall be signed by an authorized representative of the Contractor prior to payment pursuant to RCW 39.12.040.

* If final, include final total amount paid

Forma Construction Company
Contractor

Bridget Fieldstad
Signature

10/12/2022
Date

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Statement of Intent to Pay Prevailing Wage

Project Detail - [Project Dashboard](#)

Document Received Date:	Intent ID:	Affidavit ID:	Status: Approved On
12/1/2021	1196411		12/1/2021

Company Details

Company Name:	FORMA CONSTRUCTION COMPANY
Address:	500 COLUMBIA ST NW, STE 201 Olympia, WA, 98501
Contractor Registration No.	FORMACC878OR
WA UBI Number	600604496
Phone Number	360-754-5788
Industrial Insurance Account ID	20213500
OMWBE Certifications as of 12/1/2021	No active certifications existed when Intent was submitted
Email Address	Christopher.Sutton@formacc.com
Filed By	Christopher Sutton

Prime Contractor

Company Name	FORMA CONSTRUCTION COMPANY
Contractor Registration No.	FORMACC878OR
WA UBI Number	600604496
Phone Number	360-754-5788

Project Information

Awarding Agency	NORTHSHORE PARK & RECREATION SERVICE AREA 10201 EAST RIVERSIDE DR BOTHELL, WA - 98011
-----------------	--

Awarding Agency Contact Christine Disnute
 Awarding Agency Contact Phone Number 425-219-0916
 Contract Number 181115-1
 Project Name Prep and Refinish Elevated Walkway
 Project Description Refinish elevated walkway between North Shore Senior Center and Health and Wellness Center
 Contract Amount \$199,956.91
 Contract Type Description *Job Order Contract (JOC)
 Work Order Number JC2021-005.00
 Award Date 11/19/2021
 Project Site Address or Directions 10212 E Riverside Drive Bothell, WA 98011

Payment Details

Check Number:
 Transaction Id: 108410354

Intent Details

Expected project start date: (MM/DD/YYYY) 12/3/2021
 In what county (or counties) will the work be performed? King
 In what city (or nearest city) will the work be performed? Bellevue
 What is the estimated contract amount? **OR** is this a time and materials estimate? \$199,956.91
 Does your company intend to hire **ANY** subcontractors? Yes
 Will your company have employees perform work on this project? Yes
 Do you intend to use any apprentices? (Apprentices are considered employees.) No
 How many owner/operators performing work on the project own 30% or more of the company? 0

Journey Level Wages

County	Trade	Occupation	Wage	Fringe	# Workers
King	Carpenters	Carpenter	\$46.92	\$18.02	1

Public Notes

[Show/Hide Existing Notes](#)

No note exists

Affidavit of Wages Paid

Project Detail - [Project Dashboard](#)

Document Received Date: 10/11/2022 Intent Id: [1196411](#) Affidavit Id: 1150910 Status: Approved on 10/12/2022

Company Details

Name: FORMA CONSTRUCTION COMPANY
Address: 500 COLUMBIA ST NW, STE 201
Olympia, WA, 98501
WA UBI no.: 600604496
Contractor Registration no.: FORMACC878OR
Industrial Insurance Account Id: 20213500
OMWBE Certifications as of 12/1/2021: No active certifications existed when Intent was submitted
Email Address: natalie.wrye@formacc.com
Filed By: Wrye, Natalie

Prime Contractor

Prime contractor name: FORMA CONSTRUCTION COMPANY
Prime contractor registration no.: FORMACC878OR
Prime contractor Phone Number: 360-754-5788

Project Information

Awarding agency: NORTSHORE PARK & RECREATION SERVICE AREA
10201 EAST RIVERSIDE DR BOTHELL, WA - 98011
Awarding agency contact: Christine Disnute
Awarding agency contact phone number: 425-219-0916
Contract no.: 181115-1
Project name: Prep and Refinish Elevated Walkway
Project Description: Refinish elevated walkway between North Shore Senior Center and Health and Wellness Center

Dollar amount of your contract: \$ 288,930.55
Bid due date 11/19/2021
Contract award date 11/19/2021
Job site address/directions: 10212 E Riverside Drive Bothell, WA 98011

Payment Details

Check Number:

Transaction Id:

Project Details

County where work was performed King
City where work was performed Bellevue
Prime contractor Intent form Id# for this project 1196411
Intent filed date 12/1/2021
Job start date:MM-DD-YYYY 2/21/2022
Date work completed:MM-DD-YYYY 5/13/2022

Project Completion

Did your company hire any subcontractors? Yes
Did your company have employees perform work on this project? No
Did you use apprentice employees on this project? No

Company Owner Information

How many owner/operators performed work on the project that own 30% or more of the company? 0

No company owner added.

Affidavit Subcontractor(s)

Company Name	UBI	License#
LONG PAINTING CO	578090687	LONGP**230MA

Journeylevel Wages

Apprentice Wages

Public Notes

[Show/Hide Existing Notes](#)

No note exists

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Statement of Intent to Pay Prevailing Wage

Project Detail - [Project Dashboard](#)

Document Received Date: 12/15/2021	Intent ID: 1199560	Affidavit ID:	Status: Approved On 12/15/2021
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Company Details

Company Name:	LONG PAINTING CO
Address:	21414 68TH AVE S KENT, WA, 98032
Contractor Registration No.	LONGP**230MA
WA UBI Number	578090687
Phone Number	253-234-8050
Industrial Insurance Account ID	70615000
OMWBE Certifications as of 12/15/2021	No active certifications existed when Intent was submitted
Email Address	kassandras@longpainting.com
Filed By	Kasee Stringer

Prime Contractor

Company Name	FORMA CONSTRUCTION COMPANY
Contractor Registration No.	FORMACC878OR
WA UBI Number	600604496
Phone Number	360-754-5788

Project Information

Awarding Agency	NORTHSHORE PARK & RECREATION SERVICE AREA 10201 EAST RIVERSIDE DR BOTHELL, WA - 98011
-----------------	--

Awarding Agency Contact	Christine Disnute
Awarding Agency Contact Phone Number	425-219-0916
Contract Number	181115-1
Project Name	Prep and Refinish Elevated Walkway
Project Description	Refinish elevated walkway between North Shore Senior Center and Health and Wellness Center
Contract Amount	\$199,956.91
Contract Type Description	*Job Order Contract (JOC)
Work Order Number	JC2021-005.00
Award Date	11/19/2021
Project Site Address or Directions	10212 E Riverside Drive Bothell, WA 98011

Hiring Contractor

Company Name	FORMA CONSTRUCTION COMPANY
Contractor Registration No.	FORMACC878OR
WA UBI Number	600604496

Payment Details

Check Number:	
Transaction Id:	108433136

Intent Details

Expected project start date: (MM/DD/YYYY)	1/3/2022
In what county (or counties) will the work be performed?	King
In what city (or nearest city) will the work be performed?	Bothell
What is the estimated contract amount? OR is this a time and materials estimate?	\$92,185.00
Does your company intend to hire ANY subcontractors?	Yes
Will your company have employees perform work on this project?	Yes
Do you intend to use any apprentices? (Apprentices are considered employees.)	Yes
How many owner/operators performing work on the project own 30% or more of the company?	0

Journey Level Wages

County	Trade	Occupation	Wage	Fringe	# Workers
King	Painters	Journey Level	\$34.54	\$13.16	5

Public Notes

[Show/Hide Existing Notes](#)

No note exists



Prevailing Wage Section – Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Prevailing Wage Affidavit

Document Received Date: 10/11/2022

Intent Id: 1199560

Affidavit Id: 1150695

Affidavit Status: Submitted

[Print Receipt](#)

[Print Form](#)

Your Company Information

LONG PAINTING CO

UBI: 578 090 687

21414 68TH AVE S

Reg#: LONGP**230MA

KENT, WA 98032

Email: kassandras@longpainting.com

OMWBE Certifications as of 12/15/2021

Filed By: Stringer, Kasee

No active certifications exist for this business.

Workers' Compensation Account ID

706,150-00

Project Information

Awarding Agency Name

NORTHSHORE PARK & RECREATION SERVICE AREA

Awarding Agency Address

10201 EAST RIVERSIDE DR BOTHELL, WA – 98011

Awarding Agency Contact Name

Christine Disnute

Awarding Agency Contact Phone Number

425-219-0916

Project Details

Project Name

Prep and Refinish Elevated Walkway

Counties Where Work Was Performed

King

City Where Work Was Performed

Bothell

Apprentice utilization is required

Yes

OMWBE utilization is required

No

Federally Funded Project

No

Project Site Address or Directions

10212 E Riverside Drive Bothell, WA 98011

Project Description	Refinish elevated walkway between North Shore Senior Center and Health and Wellness Center
Prime Contractor Name	FORMA CONSTRUCTION COMPANY
Prime Contractor Registration Number	FORMACC878OR
Prime Contractor UBI Number	600 604 496
Prime Contractor Phone Number	360-754-5788
Prime Contractor Intent form ID# for this project	1196411
Hiring Contractor Name	FORMA CONSTRUCTION COMPANY
Hiring Contractor Registration Number	FORMACC878OR
Hiring Contractor UBI Number	600 604 496
Dollar Amount of Your Contract	\$138,992.00
Contract Type	Job Order Contract (JOC) , JC2021-005.00
Contract Award Date	11/19/2021
Intent Filed Date	12/15/2021
Job Start Date	1/27/2022
Job End Date	9/1/2022

Project Completion

Did your company hire ANY subcontractors?	No
Did your company have employees perform work on this project?	Yes
Did your company have apprentices perform work on this project?	Yes
How many owner/operators performing work on the project own 30% or more of the company?	0

Subcontractors

No subcontractors selected.

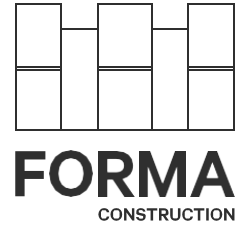
Journey Level Wage Details

County	Trade	Occupation	Prevailing Wage	Wage	Fringe	# Workers	Hours
King	Painters	Journey Level	\$47.70	\$37.04	\$10.67	1	45
King	Painters	Journey Level	\$47.70	\$34.54	\$13.16	7	276
King	Painters	Journey Level	\$47.70	\$37.04	\$19.98	1	3

County	Trade	Occupation	Prevailing Wage	Wage	Fringe	# Workers	Hours
King	Painters	Journey Level	\$47.70	\$24.18	\$23.52	1	16
King	Painters	Journey Level	\$47.70	\$37.04	\$13.16	2	120
King	Painters	Journey Level	\$47.70	\$38.45	\$10.68	2	91
King	Painters	Journey Level	\$47.70	\$23.94	\$23.76	1	37
King	Painters	Journey Level	\$47.70	\$31.52	\$16.18	1	40
King	Painters	Journey Level	\$47.70	\$36.55	\$14.48	1	40
King	Painters	Journey Level	\$47.70	\$30.92	\$16.78	1	16
King	Painters	Journey Level	\$47.70	\$23.37	\$24.33	1	51
King	Painters	Journey Level	\$47.70	\$35.95	\$13.51	1	60
King	Painters	Journey Level	\$47.70	\$38.45	\$13.51	1	111
King	Painters	Journey Level	\$47.70	\$35.95	\$13.50	2	48

Apprentice Details

Step#	Step Begin Hour	Step End Hour	Name	Reg Id	First Day	Last Day	State	Prevailing Wage	Wage	Fringe	Hours	
			Program/Occupation Name: Painter and Decorator				Trade: Painters			County: King		
1	1	1166	DIBBLE, TRISTAN	216131	2/21/2022	2/21/2022	WA	\$34.61	\$24.18	\$10.43	3	
1	1	1166	Olivares, Jonathan	218042	4/11/2022	4/11/2022	WA	\$34.61	\$24.18	\$10.43	8	



NPRSA Purchasing
18415 101st Ave. NE
Bothell, WA 98011

Work Order No.: 704
Contract PO No.: JC2021-008.00
Date: 10/10/2022

Attn: Christine Scotton

Re: Invoice 004 – Revision 000

This invoice is the FINAL progress billing for PO# JC2021-008.00 Pedestrian Bridge Structural Repairs Refinish project. Please let me know if you have any questions or concerns.

Thank you,

A handwritten signature in blue ink, appearing to be "JL", written in a cursive style.

Jason Lian
Project Manager

Application and Certification for Payment

To (Owner): NPRSA Purchasing
18415 101st Ave. NE
Bothell, WA 98011

Contract No.: N/A
Work Order No.: 704
Contract PO No.: JC2021-008.00
WO PO No.: N/A

Application No.: 004
Application Date: 10/10/2022
Payment Period: 8/1/2022 - 8/31/2022

From (Contractor): **Forma Construction Company**
500 Columbia St NW
Suite 201
Olympia WA 98501

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment as shown below:


1.	Original Work Order Sum	\$	455,161.72
2.	Net Change(s) by Change Order(s)		\$10,213.62
3.	Total Work Order Sum (Line 1 + Line 2)	\$	465,375.34
4.	TOTAL EARNED (Completed Work)	\$	465,375.34
5.	Balance to Complete (Line 3 - Line 4)	\$	-
6.	RETAINAGE on TOTAL EARNED	\$	-
7.	Total Earned Less Retainage (Line 4 - Line 6)	\$	465,375.34
8.	Previously Approved (Line 7 from Previous Application)	\$	464,095.09
9.	Current Amount Due (Line 7 - Line 8)	\$	1,280.25
10.	WA State Sales Tax (10.1%)	\$	129.31
11.	Less WSST Previously Paid	\$	-
12.	WSST Due this Period @ 10.1% (Line 10 - Line 11)	\$	129.31
13.	Total Payment Due with WSST (Line 9 + Line 12)	\$	1,409.56

Retainage Rate

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of Contractor's knowledge, information, and belief, the Work covered by his Application for Payment has been completed in accordance with the Contract Documents and in a good and workmanlike manner by appropriate means; that all amounts, including applicable sales tax, have been paid by Contractor for Work for which previous Certificates of Payment were issued and payment received from the Owner; that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages; and that payment as shown herein is now due.

CONTRACTOR:

By:  Date: 10/10/2022

NPRSA CERTIFICATE FOR PAYMENT


In accordance with the Contract Documents and based on observations at the site, review of Contractor's record drawings as of the date of this Application, the Resident Engineer certifies to the Owner that to the best of his/her knowledge, information and belief, the Work has progressed as indicated and in accordance with the Contract Documents, that all required inspections have been performed, and the Contractor is entitled to payment in the Amount Certified below.

AMOUNT CERTIFIED

\$ 1,409.56

(attach explanation if amount certified differs from the amount applied for)

NPRSA:

By: 
Christine Scotton (Nov 30, 2022 12:59 PST) Date: Nov 30, 2022
Project Manager

This Certificate is not negotiable. The **AMOUNT CERTIFIED** is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Contract No.: N/A
 Work Order No.: 704
 PO No.: JC2021-008.00
 PO Release No.:
 Pay App No.: 004
 Period Ending 10/10/2022

Item	Description	Qty	500 Columbi a St NW	Unit Cost	Extended Amount	Work Completed - Percentage			Work Completed - \$		
						Previous	Current	Total	Previous	Current	Total
01	General Requirements	1	LS	\$ 146,205.00	\$ 146,205.00	95%	5%	100%	\$ 138,894.75	\$ 7,310.25	\$ 146,205.00
02	Existing Conditions	1	LS	\$ 143,708.16	\$ 143,708.16	100%	0%	100%	\$ 143,708.16	\$ -	\$ 143,708.16
03	Masonry	1	LS	\$ 76,074.89	\$ 76,074.89	100%	0%	100%	\$ 76,074.89	\$ -	\$ 76,074.89
04	Metals	1	LS	\$ 13,021.65	\$ 13,021.65	100%	0%	100%	\$ 13,021.65	\$ -	\$ 13,021.65
05	Finishes	1	LS	\$ 73,024.61	\$ 73,024.61	100%	0%	100%	\$ 73,024.61	\$ -	\$ 73,024.61
06	Specialties	1	LS	\$ 2,703.53	\$ 2,703.53	100%	0%	100%	\$ 2,703.53	\$ -	\$ 2,703.53
07	Water And Wastewater Equipment	1	LS	\$ 423.88	\$ 423.88	100%	0%	100%	\$ 423.88	\$ -	\$ 423.88
			LS	\$ -	\$ -	0%	0%	0%	\$ -	\$ -	\$ -
			LS	\$ -	\$ -	0%	0%	0%	\$ -	\$ -	\$ -
			LS	\$ -	\$ -	0%	0%	0%	\$ -	\$ -	\$ -
				\$ -	\$ -						
				Subtotal	\$ 455,161.72				\$ 447,851.47	\$ 7,310.25	\$ 455,161.72
Change Orders											
Sup 001	RFI # 003 Kick Plate Fasteners	1	LS	\$ 6,819.14	\$ 6,819.14	100%	0%	100%	\$ 6,819.14	\$ -	\$ 6,819.14
Sup 002	Added Structural Steel Support Plates	1	LS	\$ 9,424.48	\$ 9,424.48	100%	0%	100%	\$ 9,424.48	\$ -	\$ 9,424.48
	Deduct for added Arch Fees	1	LS	\$ (6,030.00)	\$ (6,030.00)	0%	100%	100%	\$ -	\$ (6,030.00)	\$ (6,030.00)
	Total Cost				\$ 465,375.34				\$ 464,095.09	\$ 1,280.25	\$ 465,375.34
	Retention		N/A						\$ -	\$ -	\$ -
	Net Amount Due								\$ 464,095.09	\$ 1,280.25	\$ 465,375.34

Acceptance of % billed:

Base Work Order % Complete	100%
Total Work Order % Complete	100%

BY: _____ Date: _____

Project Manager

BY: _____ Date: _____

Purchasing

PUBLIC WORKS PREVAILING WAGE CERTIFICATION & SUBCONTRACTOR LIST

Project: Pedestrian Bridge Structural Repairs
 JC2021-008.00
 PW#: WO#704 Contractor Name: FORMA Construction Company

I certify that the prevailing wages have been paid in accordance with the pre-filed Statement(s) of Intent to Pay Prevailing Wages on file with the Contracting Services Division of Finance and Administrative Services. This statement covers all subcontractors of all tiers and suppliers who worked on the project.

PAYMENT PERIOD FROM 08/01/2022 **TO** 08/31/2022 **Final Subcontractor Report? Yes**
MONTH/DAY/YEAR MONTH/DAY/YEAR

Subcontractor/Supplier Name	Subcontractor or Supplier?	UBI Number	Intent ID	Affidavit ID	Prompt Pay Eligible? Y/N	Total Amount Paid During Pay Period*
Corona Steel Inc	<input checked="" type="checkbox"/> Sub <input type="checkbox"/> Supplier	601336754	1201428	1150802	Y	\$71,721.01
Garner's Northwest Inc	<input checked="" type="checkbox"/> Sub <input type="checkbox"/> Supplier	601575525	1207178	1095584	Y	\$380.00
Long Painting Co	<input checked="" type="checkbox"/> Sub <input type="checkbox"/> Supplier	578090687	1199565	1150656	Y	\$275,422.09
Magnum Construction Services Ltd	<input checked="" type="checkbox"/> Sub <input type="checkbox"/> Supplier	602277329	1216074	1153933	Y	\$0
	<input type="checkbox"/> Sub <input type="checkbox"/> Supplier					
	<input type="checkbox"/> Sub <input type="checkbox"/> Supplier					
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	<input type="checkbox"/> Sub <input type="checkbox"/> Supplier					
	<input type="checkbox"/> Sub <input type="checkbox"/> Supplier					

In accordance with RCW 60.28, 18.27 and 19.28, for all public works contracts over \$35,000 the Contractor shall submit with each Progress Payment a list of all Subcontractors, UBI numbers, Intent IDs, Affidavit IDs, WMBE statuses and dates worked. Moreover, the Contractor shall record the total amount paid to each Prompt Pay Eligible Subcontractor. This letter shall be signed by an authorized representative of the Contractor prior to payment pursuant to RCW 39.12.040.

* If final, include final total amount paid

Forma Construction Company
 Contractor

Bridget Fieldstad 10/25/2022
 Signature Date

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Statement of Intent to Pay Prevailing Wage

Project Detail - [Project Dashboard](#)

Document Received Date: 12/1/2021	Intent ID: 1196421	Affidavit ID:	Status: Approved On 12/15/2021
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Company Details

Company Name:	FORMA CONSTRUCTION COMPANY
Address:	500 COLUMBIA ST NW, STE 201 Olympia, WA, 98501
Contractor Registration No.	FORMACC878OR
WA UBI Number	600604496
Phone Number	360-754-5788
Industrial Insurance Account ID	20213500
OMWBE Certifications as of 12/1/2021	No active certifications existed when Intent was submitted
Email Address	Christopher.Sutton@formacc.com
Filed By	Christopher Sutton

Prime Contractor

Company Name	FORMA CONSTRUCTION COMPANY
Contractor Registration No.	FORMACC878OR
WA UBI Number	600604496
Phone Number	360-754-5788

Project Information

Awarding Agency	NORTHSHORE PARK & RECREATION SERVICE AREA 10201 EAST RIVERSIDE DR BOTHELL, WA - 98011
-----------------	--

Awarding Agency Contact Christine Disnute
Awarding Agency Contact Phone Number 425-219-0916
Contract Number 181115-1
Project Name Pedestrian Bridge Structural Repairs
Project Description Structural Repairs and painting pedestrian bridge
Contract Amount \$524,787.57
Contract Type Description *Job Order Contract (JOC)
Work Order Number JC2021-008.00
Award Date 11/19/2021
Project Site Address or Directions 10212 E Riverside Drive Bothell, WA 98011

Payment Details

Check Number:
Transaction Id: 108410401

Intent Details

Expected project start date: (MM/DD/YYYY) 12/3/2021
In what county (or counties) will the work be performed? King
In what city (or nearest city) will the work be performed? Bothell
What is the estimated contract amount? **OR** is this a time and materials estimate? \$524,787.57
Does your company intend to hire **ANY** subcontractors? Yes
Will your company have employees perform work on this project? Yes
Do you intend to use any apprentices? (Apprentices are considered employees.) No
How many owner/operators performing work on the project own 30% or more of the company? 0

Journey Level Wages

County	Trade	Occupation	Wage	Fringe	# Workers
King	Carpenters	Carpenter	\$46.92	\$18.02	1

Public Notes

[Show/Hide Existing Notes](#)

No note exists

Affidavit of Wages Paid

Project Detail - [Project Dashboard](#)

Document Received Date: 10/12/2022 Intent Id: [1196421](#) Affidavit Id: 1150967 Status: Approved on 10/12/2022

Company Details

Name: FORMA CONSTRUCTION COMPANY
Address: 500 COLUMBIA ST NW, STE 201
Olympia, WA, 98501
WA UBI no.: 600604496
Contractor Registration no.: FORMACC878OR
Industrial Insurance Account Id: 20213500
OMWBE Certifications as of 12/1/2021: No active certifications existed when Intent was submitted
Email Address: natalie.wrye@formacc.com
Filed By: Wrye, Natalie

Prime Contractor

Prime contractor name: FORMA CONSTRUCTION COMPANY
Prime contractor registration no.: FORMACC878OR
Prime contractor Phone Number: 360-754-5788

Project Information

Awarding agency: NORTSHORE PARK & RECREATION SERVICE AREA
10201 EAST RIVERSIDE DR BOTHELL, WA - 98011
Awarding agency contact: Christine Disnute
Awarding agency contact phone number: 425-219-0916
Contract no.: 181115-1
Project name: Pedestrian Bridge Structural Repairs
Project Description: Structural Repairs and painting pedestrian bridge

Dollar amount of your contract: \$ 512,378.25
Bid due date 11/19/2021
Contract award date 11/19/2021
Job site address/directions: 10212 E Riverside Drive Bothell, WA 98011

Payment Details

Check Number:

Transaction Id:

Project Details

County where work was performed King
City where work was performed Bothell
Prime contractor Intent form Id# for this project 1196421
Intent filed date 12/1/2021
Job start date:MM-DD-YYYY 1/10/2022
Date work completed:MM-DD-YYYY 2/25/2022

Project Completion

Did your company hire any subcontractors? Yes
Did your company have employees perform work on this project? No
Did you use apprentice employees on this project? No

Company Owner Information

How many owner/operators performed work on the project that own 30% or more of the company? 0

No company owner added.

Affidavit Subcontractor(s)

Company Name	UBI	License#
LONG PAINTING CO	578090687	LONGP**230MA
CORONA STEEL INC	601336754	CORONSI099PM
GARNER'S NORTHWEST INC	601575525	GARNENI017QC

Journeylevel Wages

Apprentice Wages

Public Notes

[Show/Hide Existing Notes](#)

No note exists

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Statement of Intent to Pay Prevailing Wage

Project Detail - [Project Dashboard](#)

Document Received Date: 12/27/2021	Intent ID: 1201428	Affidavit ID:	Status: Approved On 12/27/2021
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Company Details

Company Name:	CORONA STEEL INC
Address:	3015 106TH ST S LAKEWOOD, WA, 98499
Contractor Registration No.	CORONSI099PM
WA UBI Number	601336754
Phone Number	253-874-4766
Industrial Insurance Account ID	82450000
OMWBE Certifications as of 12/27/2021	No active certifications existed when Intent was submitted
Email Address	terris@coronasteel.com
Filed By	Terri Stanley

Prime Contractor

Company Name	FORMA CONSTRUCTION COMPANY
Contractor Registration No.	FORMACC878OR
WA UBI Number	600604496
Phone Number	360-754-5788

Project Information

Awarding Agency	NORTHSHORE PARK & RECREATION SERVICE AREA 10201 EAST RIVERSIDE DR BOTHELL, WA - 98011
-----------------	--

Awarding Agency Contact	Christine Disnute
Awarding Agency Contact Phone Number	425-219-0916
Contract Number	181115-1
Project Name	Pedestrian Bridge Structural Repairs
Project Description	Structural Repairs and painting pedestrian bridge
Contract Amount	\$524,787.57
Contract Type Description	*Job Order Contract (JOC)
Work Order Number	JC2021-008.00
Award Date	11/19/2021
Project Site Address or Directions	10212 E Riverside Drive Bothell, WA 98011

Hiring Contractor

Company Name	FORMA CONSTRUCTION COMPANY
Contractor Registration No.	FORMACC878OR
WA UBI Number	600604496

Payment Details

Check Number:	
Transaction Id:	108447150

Intent Details

Expected project start date: (MM/DD/YYYY)	3/15/2022
In what county (or counties) will the work be performed?	King
In what city (or nearest city) will the work be performed?	bothell
What is the estimated contract amount? OR is this a time and materials estimate?	\$70,872.00
Does your company intend to hire ANY subcontractors?	No
Will your company have employees perform work on this project?	Yes
Do you intend to use any apprentices? (Apprentices are considered employees.)	No
How many owner/operators performing work on the project own 30% or more of the company?	0

Journey Level Wages

County	Trade	Occupation	Wage	Fringe	# Workers
King	Ironworkers	Journeyman	\$46.95	\$31.58	1

Public Notes

[Show/Hide Existing Notes](#)

No note exists

Affidavit of Wages Paid

Project Detail - [Project Dashboard](#)

Document Received Date: 10/11/2022 Intent Id: [1201428](#) Affidavit Id: 1150802 Status: Approved on 10/11/2022

Company Details

Name: CORONA STEEL INC
Address: 3015 106TH ST S
LAKEWOOD, WA, 98499
WA UBI no.: 601336754
Contractor Registration no.: CORONSI099PM
Industrial Insurance Account Id: 82450000
OMWBE Certifications as of 12/27/2021: No active certifications existed when Intent was submitted
Email Address: terris@coronasteel.com
Filed By: Stanley, Terri

Prime Contractor

Prime contractor name: FORMA CONSTRUCTION COMPANY
Prime contractor registration no.: FORMACC878OR
Prime contractor Phone Number: 360-754-5788

Project Information

Awarding agency: NORTSHORE PARK & RECREATION SERVICE AREA
10201 EAST RIVERSIDE DR BOTHELL, WA - 98011
Awarding agency contact: Christine Disnute
Awarding agency contact phone number: 425-219-0916
Contract no.: 181115-1
Project name: Pedestrian Bridge Structural Repairs
Project Description: Structural Repairs and painting pedestrian bridge

Dollar amount of your contract: \$ 82,608.00
Bid due date 11/19/2021
Contract award date 11/19/2021
Job site address/directions: 10212 E Riverside Drive Bothell, WA 98011

Hiring Contractor

Company Name FORMA CONSTRUCTION COMPANY
Contractor Registration No. FORMACC878OR
WA UBI Number 600604496

Payment Details

Check Number:
Transaction Id: 108955379

Project Details

County where work was performed King
City where work was performed bothell
Prime contractor Intent form Id# for this project 1196421
Intent filed date 12/27/2021
Job start date:MM-DD-YYYY 1/21/2022
Date work completed:MM-DD-YYYY 5/14/2022

Project Completion

Did your company hire any subcontractors? No
Did your company have employees perform work on this project? Yes
Did you use apprentice employees on this project? No

Company Owner Information

How many owner/operators performed work on the project that own 30% or more of the company? 0

No company owner added.

Affidavit Subcontractor(s)

No subcontractor is selected for this affidavit.

Journeylevel Wages

County	Trade	Occupation	Wages	Fringes	# Workers	# Hours
King	Ironworkers	Journeyman	54.65	32.97	1	92.00
King	Ironworkers	Journeyman	51.65	32.97	1	87.00

King	Ironworkers	Journeyman	48.65	32.97	2	80.00
King	Ironworkers	Journeyman	52.65	32.97	1	76.00
King	Ironworkers	Journeyman	53.65	32.97	1	2.00

Apprentice Wages

Public Notes

[Show/Hide Existing Notes](#)

No note exists

State of Washington
Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Statement of Intent to Pay Prevailing Wage

Project Detail - [Project Dashboard](#)

Document Received Date:	Intent ID:	Affidavit ID:	Status: Approved On
1/26/2022	1207178		2/11/2022

Company Details

Company Name:	GARNER'S NORTHWEST INC
Address:	3209 K AVE ANACORTES, WA, 98221
Contractor Registration No.	GARNENI017QC
WA UBI Number	601575525
Phone Number	360-293-6615
Industrial Insurance Account ID	89083000
OMWBE Certifications as of 1/26/2022	No active certifications existed when Intent was submitted
Email Address	jeff@garnersnorthwest.com
Filed By	Jeff Garner

Prime Contractor

Company Name	FORMA CONSTRUCTION COMPANY
Contractor Registration No.	FORMACC878OR
WA UBI Number	600604496
Phone Number	360-754-5788

Project Information

Awarding Agency	NORTHSHORE PARK & RECREATION SERVICE AREA 10201 EAST RIVERSIDE DR BOTHELL, WA - 98011
-----------------	--

Awarding Agency Contact	Christine Disnute
Awarding Agency Contact Phone Number	425-219-0916
Contract Number	181115-1
Project Name	Pedestrian Bridge Structural Repairs
Project Description	Structural Repairs and painting pedestrian bridge
Contract Amount	\$524,787.57
Contract Type Description	*Job Order Contract (JOC)
Work Order Number	JC2021-008.00
Award Date	11/19/2021
Project Site Address or Directions	10212 E Riverside Drive Bothell, WA 98011

Hiring Contractor

Company Name	FORMA CONSTRUCTION COMPANY
Contractor Registration No.	FORMACC878OR
WA UBI Number	600604496

Payment Details

Check Number:	
Transaction Id:	108491766

Intent Details

Expected project start date: (MM/DD/YYYY)	1/28/2022
In what county (or counties) will the work be performed?	King
In what city (or nearest city) will the work be performed?	Bothell
What is the estimated contract amount? OR is this a time and materials estimate?	\$400.00
Does your company intend to hire ANY subcontractors?	No
Will your company have employees perform work on this project?	Yes
Do you intend to use any apprentices? (Apprentices are considered employees.)	No
How many owner/operators performing work on the project own 30% or more of the company?	0

Journey Level Wages

County	Trade	Occupation	Wage	Fringe	# Workers
King	Landscape Maintenance	Groundskeeper	\$25.50	\$1.00	1

Public Notes

[Show/Hide Existing Notes](#)

No note exists

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Affidavit of Wages Paid

Project Detail - [Project Dashboard](#)

Document Received Date: 2/21/2022	Intent Id: 1207178	Affidavit Id: 1095584	Status: Approved on 3/15/2022
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Company Details

Name	GARNER'S NORTHWEST INC
Address	3209 K AVE ANACORTES, WA, 98221
WA UBI no.	601575525
Contractor Registration no.	GARNENI017QC
Industrial Insurance Account Id	89083000
OMWBE Certifications as of 1/26/2022	No active certifications existed when Intent was submitted
Email Address	jeff@garnersnorthwest.com
Filed By	Garner, Jeff

Prime Contractor

Prime contractor name	FORMA CONSTRUCTION COMPANY
Prime contractor registration no.	FORMACC878OR
Prime contractor Phone Number	360-754-5788

Project Information

Awarding agency:	NORTHSHORE PARK & RECREATION SERVICE AREA 10201 EAST RIVERSIDE DR BOTHELL, WA - 98011
Awarding agency contact:	Christine Disnute
Awarding agency contact phone number:	425-219-0916
Contract no.	181115-1

Project name	Pedestrian Bridge Structural Repairs
Project Description	Structural Repairs and painting pedestrian bridge
Dollar amount of your contract:	\$ 400.00
Bid due date	11/19/2021
Contract award date	11/19/2021
Job site address/directions:	10212 E Riverside Drive Bothell, WA 98011

Hiring Contractor

Company Name	FORMA CONSTRUCTION COMPANY
Contractor Registration No.	FORMACC8780R
WA UBI Number	600604496

Payment Details

Check Number:
Transaction Id:

Project Details

County where work was performed	King
City where work was performed	Bothell
Prime contractor Intent form Id# for this project	1196421
Intent filed date	1/26/2022
Job start date:MM-DD-YYYY	1/28/2022
Date work completed:MM-DD-YYYY	1/28/2022

Project Completion

Did your company hire any subcontractors?	No
Did your company have employees perform work on this project?	Yes
Did you use apprentice employees on this project?	No

Company Owner Information

How many owner/operators performed work on the project that own 30% or more of the company? 0

No company owner added.

Affidavit Subcontractor(s)

No subcontractor is selected for this affidavit.

Journeylevel Wages

County	Trade	Occupation	Wages	Fringes	# Workers	# Hours
King	Landscape Maintenance	Groundskeeper	25.50	1.00	1	2.00

Apprentice Wages

Public Notes

[Show/Hide Existing Notes](#)

-- On 3/15/2022:--

We were asked to do some pruning of trees located near a pedestrian walking bridge. Our crews used loppers, hand pruners and a manual pole pruner to prune some branches on a few trees located next to the walking bridge. The crew was able to do all of the pruning work while standing on the ground. The branches were cleaned up and removed from the site.

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Statement of Intent to Pay Prevailing Wage

Project Detail - [Project Dashboard](#)

Document Received Date: 12/15/2021	Intent ID: 1199565	Affidavit ID:	Status: Approved On 12/30/2021
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Company Details

Company Name:	LONG PAINTING CO
Address:	21414 68TH AVE S KENT, WA, 98032
Contractor Registration No.	LONGP**230MA
WA UBI Number	578090687
Phone Number	253-234-8050
Industrial Insurance Account ID	70615000
OMWBE Certifications as of 12/15/2021	No active certifications existed when Intent was submitted
Email Address	kassandras@longpainting.com
Filed By	Kasee Stringer

Prime Contractor

Company Name	FORMA CONSTRUCTION COMPANY
Contractor Registration No.	FORMACC878OR
WA UBI Number	600604496
Phone Number	360-754-5788

Project Information

Awarding Agency	NORTHSHORE PARK & RECREATION SERVICE AREA 10201 EAST RIVERSIDE DR BOTHELL, WA - 98011
-----------------	--

Awarding Agency Contact	Christine Disnute
Awarding Agency Contact Phone Number	425-219-0916
Contract Number	181115-1
Project Name	Pedestrian Bridge Structural Repairs
Project Description	Structural Repairs and painting pedestrian bridge
Contract Amount	\$524,787.57
Contract Type Description	*Job Order Contract (JOC)
Work Order Number	JC2021-008.00
Award Date	11/19/2021
Project Site Address or Directions	10212 E Riverside Drive Bothell, WA 98011

Hiring Contractor

Company Name	FORMA CONSTRUCTION COMPANY
Contractor Registration No.	FORMACC878OR
WA UBI Number	600604496

Payment Details

Check Number:	
Transaction Id:	108433170

Intent Details

Expected project start date: (MM/DD/YYYY)	1/10/2022
In what county (or counties) will the work be performed?	King
In what city (or nearest city) will the work be performed?	Bothell
What is the estimated contract amount? OR is this a time and materials estimate?	\$289,918.00
Does your company intend to hire ANY subcontractors?	Yes
Will your company have employees perform work on this project?	Yes
Do you intend to use any apprentices? (Apprentices are considered employees.)	Yes
How many owner/operators performing work on the project own 30% or more of the company?	0

Journey Level Wages

County	Trade	Occupation	Wage	Fringe	# Workers
King	Painters	Journey Level	\$34.54	\$13.16	5

Public Notes

[Show/Hide Existing Notes](#)

No note exists



Prevailing Wage Section – Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Prevailing Wage Affidavit

Document Received Date: 10/11/2022

Intent Id: 1199565

Affidavit Id: 1150656

Affidavit Status: Submitted

[Print Receipt](#)

[Print Form](#)

Your Company Information

LONG PAINTING CO

21414 68TH AVE S

KENT, WA 98032

OMWBE Certifications as of 12/15/2021

No active certifications exist for this business.

UBI: 578 090 687

Reg#: LONGP**230MA

Email: kassandras@longpainting.com

Filed By: Stringer, Kasee

Workers' Compensation Account ID

706,150-00

Project Information

Awarding Agency Name

NORTHSHORE PARK & RECREATION SERVICE AREA

Awarding Agency Address

10201 EAST RIVERSIDE DR BOTHELL, WA – 98011

Awarding Agency Contact Name

Christine Disnute

Awarding Agency Contact Phone Number

425-219-0916

Project Details

Project Name

Pedestrian Bridge Structural Repairs

Counties Where Work Was Performed

King

City Where Work Was Performed

Bothell

Apprentice utilization is required

Yes

OMWBE utilization is required

No

Federally Funded Project

No

Project Site Address or Directions

10212 E Riverside Drive Bothell, WA 98011

Project Description	Structural Repairs and painting pedestrian bridge
Prime Contractor Name	FORMA CONSTRUCTION COMPANY
Prime Contractor Registration Number	FORMACC878OR
Prime Contractor UBI Number	600 604 496
Prime Contractor Phone Number	360-754-5788
Prime Contractor Intent form ID# for this project	1196421
Hiring Contractor Name	FORMA CONSTRUCTION COMPANY
Hiring Contractor Registration Number	FORMACC878OR
Hiring Contractor UBI Number	600 604 496
Dollar Amount of Your Contract	\$289,918.00
Contract Type	Job Order Contract (JOC) , JC2021-008.00
Contract Award Date	11/19/2021
Intent Filed Date	12/15/2021
Job Start Date	1/11/2022
Job End Date	6/25/2022

Project Completion

Did your company hire ANY subcontractors?	Yes
Did your company have employees perform work on this project?	Yes
Did your company have apprentices perform work on this project?	Yes
How many owner/operators performing work on the project own 30% or more of the company?	0

Subcontractors

Name	Registration No.	UBI
MAGNUM CONSTRUCTION SRVS LTD	MAGNUCS902LS	602277329

Journey Level Wage Details

County	Trade	Occupation	Prevailing Wage	Wage	Fringe	# Workers	Hours
King	Painters	Journey Level	\$47.70	\$34.54	\$13.16	5	868
King	Painters	Journey Level	\$47.70	\$37.04	\$10.67	3	70
King	Painters	Journey Level	\$47.70	\$37.04	\$19.98	1	17
King	Painters	Journey Level	\$47.70	\$37.04	\$16.77	1	112

County	Trade	Occupation	Prevailing Wage	Wage	Fringe	# Workers	Hours
King	Painters	Journey Level	\$47.70	\$24.18	\$23.52	1	24
King	Painters	Journey Level	\$47.70	\$37.04	\$13.16	1	8

Apprentice Details

Step#	Step Begin Hour	Step End Hour	Name	Reg Id	First Day	Last Day	State	Prevailing Wage	Wage	Fringe	Hours	
			Program/Occupation Name: Painter and Decorator				Trade: Painters		County: King			
1	1	1166	Olivares, Jonathan	218042	2/9/2022	3/25/2022	WA	\$34.61	\$24.18	\$10.43	128	
1	1	1166	Olivares, Jonathan	218042	3/28/2022	4/1/2022	WA	\$34.61	\$24.38	\$10.43	40	
1	1	1166	Olivares, Jonathan	218042	4/4/2022	4/8/2022	WA	\$34.61	\$25.18	\$10.43	40	

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Statement of Intent to Pay Prevailing Wage

Project Detail - [Project Dashboard](#)

Document Received Date: 3/7/2022	Intent ID: 1216074	Affidavit ID:	Status: Approved On 3/7/2022
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Company Details

Company Name:	Magnum Construction Srvs Ltd
Address:	12822 Highway 99 EVERETT, WA, 98204
Contractor Registration No.	MAGNUCS902LS
WA UBI Number	602277329
Phone Number	360-863-3406
Industrial Insurance Account ID	06799900
OMWBE Certifications as of 3/7/2022	No active certifications existed when Intent was submitted
Email Address	Jason@MAGNUMCONSTRUCTIONSERVICES.COM
Filed By	Cami LaLone

Prime Contractor

Company Name	FORMA CONSTRUCTION COMPANY
Contractor Registration No.	FORMACC878OR
WA UBI Number	600604496
Phone Number	360-754-5788

Project Information

Awarding Agency	NORTHSHORE PARK & RECREATION SERVICE AREA 10201 EAST RIVERSIDE DR BOTHELL, WA - 98011
-----------------	--

Awarding Agency Contact	Christine Disnute
Awarding Agency Contact Phone Number	425-219-0916
Contract Number	181115-1
Project Name	Pedestrian Bridge Structural Repairs
Project Description	Structural Repairs and painting pedestrian bridge
Contract Amount	\$524,787.57
Contract Type Description	*Job Order Contract (JOC)
Work Order Number	JC2021-008.00
Award Date	11/19/2021
Project Site Address or Directions	10212 E Riverside Drive Bothell, WA 98011

Hiring Contractor

Company Name	LONG PAINTING CO
Contractor Registration No.	LONGP**230MA
WA UBI Number	578090687

Payment Details

Check Number:	
Transaction Id:	108559600

Intent Details

Expected project start date: (MM/DD/YYYY)	1/18/2022
In what county (or counties) will the work be performed?	King
In what city (or nearest city) will the work be performed?	Bothell
What is the estimated contract amount? OR is this a time and materials estimate?	\$76,519.50
Does your company intend to hire ANY subcontractors?	No
Will your company have employees perform work on this project?	Yes
Do you intend to use any apprentices? (Apprentices are considered employees.)	No
How many owner/operators performing work on the project own 30% or more of the company?	0

Journey Level Wages

County	Trade	Occupation	Wage	Fringe	# Workers
King	Laborers	Scaffold Erector	\$54.62	\$0.00	13

Public Notes

[Show/Hide Existing Notes](#)

No note exists

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Affidavit of Wages Paid

Project Detail - [Project Dashboard](#)

Document Received Date: 10/22/2022	Intent Id: 1216074	Affidavit Id: 1153933	Status: Approved on 10/22/2022
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Company Details

Name	Magnum Construction Srvs Ltd
Address	12822 Highway 99 EVERETT, WA, 98204
WA UBI no.	602277329
Contractor Registration no.	MAGNUCS902LS
Industrial Insurance Account Id	06799900
OMWBE Certifications as of 3/7/2022	No active certifications existed when Intent was submitted
Email Address	Jason@MAGNUMCONSTRUCTIONSERVICES.COM
Filed By	Lee, Jason

Prime Contractor

Prime contractor name	FORMA CONSTRUCTION COMPANY
Prime contractor registration no.	FORMACC878OR
Prime contractor Phone Number	360-754-5788

Project Information

Awarding agency:	NORTHSHORE PARK & RECREATION SERVICE AREA 10201 EAST RIVERSIDE DR BOTHELL, WA - 98011
Awarding agency contact:	Christine Disnute
Awarding agency contact phone number:	425-219-0916
Contract no.	181115-1

Project name Pedestrian Bridge Structural Repairs
 Project Description Structural Repairs and painting pedestrian bridge
 Dollar amount of your contract: \$ 80,898.19
 Bid due date 11/19/2021
 Contract award date 11/19/2021
 Job site address/directions: 10212 E Riverside Drive Bothell, WA 98011

Hiring Contractor

Company Name LONG PAINTING CO
 Contractor Registration No. LONGP**230MA
 WA UBI Number 578090687

Payment Details

Check Number:
 Transaction Id: 108976221

Project Details

County where work was performed King
 City where work was performed Bothell
 Prime contractor Intent form Id# for this project 1196421
 Intent filed date 3/7/2022
 Job start date:MM-DD-YYYY 1/18/2022
 Date work completed:MM-DD-YYYY 9/15/2022

Project Completion

Did your company hire any subcontractors? No
 Did your company have employees perform work on this project? Yes
 Did you use apprentice employees on this project? No

Company Owner Information

How many owner/operators performed work on the project that own 30% or more of the company? 0

No company owner added.

Affidavit Subcontractor(s)

No subcontractor is selected for this affidavit.

Journeylevel Wages

County	Trade	Occupation	Wages	Fringes	# Workers	# Hours
King	Laborers	Scaffold Erector	54.62	0.00	33	926.00

Apprentice Wages

Public Notes

[Show/Hide Existing Notes](#)

No note exists



Special District Voucher Approval Document

Scheduled Payment Date: 12/28/2022
Total Amount: \$190,689.35
Control Total: 9
Payment Method: WARRANT

District Name: Northshore Parks and Recreation Service Area
File Name: AP_NOSHRPRK_APSUPINV_20221221100956.csv
Fund #: 251010010

CONTACT INFORMATION

Preparer's Name: Barbara Glass

Email Address: barbara.glass@bothellwa.gov

PAYMENT CERTIFICATION

RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)) :

Becky Range

Dec 21, 2022

Authorized District Signature	Date	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date

SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable
Attn: Special Districts
401 5th Avenue, Room 323
Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov
Fax: (206) 263-3767

KING COUNTY FINANCE USE ONLY:

Batch Processed By: _____

Date Processed: _____



Special District Voucher Approval Document

District Name: Northshore Parks and Recreation Service Area

File Name: AP_NOSHRPRK_APSUPINV_20221221100956.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
THE SEATTLE TIMES			31157	11/30/2022	\$238.54	NOVEMBER 2022 NEWSPAPER ADVERTISEMENTS
TRANE U.S. INC.			313112988	11/07/2022	\$2,922.10	PURCHASE ORDER PO2021-006.00
TRANE U.S. INC.			313147725	11/21/2022	\$3,038.74	PURCHASE ORDER PO2021-006.00
TRANE U.S. INC.			313115375	11/07/2022	\$293.05	PURCHASE ORDER PO2021-006.00
TRANE U.S. INC.			312994744	09/27/2022	\$92,190.20	PURCHASE ORDER PO2021-006.00
TRANE U.S. INC.			313216018	12/15/2022	\$16,201.22	PURCHASE ORDER PO2021-006.00
TRANE U.S. INC.			313147394	11/21/2022	\$68,245.76	PURCHASE ORDER PO2021-006.00
TRANE U.S. INC.			313115371	11/07/2022	\$1,926.74	PURCHASE ORDER PO2021-006.00
WASHINGTON CITIES INSURANCE AUTHORITY			15679	01/01/2023	\$5,633.00	NPRSA INSURANCE

The Seattle Times
 1000 Denny Way
 Seattle, Washington 98109-5340



Northshore Parks and Recreation Service
 Area
 Barbara Glass
 10201 E Riverside Dr
 Bothell, WA 98011

INVOICE	
Invoice#:	31157
Invoice Date:	11/30/2022
Advertiser #:	27904
Advertiser Name:	Northshore Parks and Recreation Service Area
Agency#:	
Agency Name:	
Due Date:	12/30/2022

Legal Bid Package #1 **\$ 44.60**

Ad No.	Date	Description	Position	Format
Print - Order 43800				
269099	11/10/2022	Northshore Parks & Recreation Service Area NOTICE OF PUBLIC HEARING The Northshore Parks and Recreation Service Area (NPRSA)	Seattle Times - CL-Legals	

Legal Bid Package #1 **\$ 66.90**

Ad No.	Date	Description	Position	Format
Print - Order 43801				
269100	11/10/2022	Northshore Parks & Recreation Service Area NOTICE OF PUBLIC HEARING Notice is hereby given that the Preliminary 2023 Annual B	Seattle Times - CL-Legals	

Legal Bid Package #1 **\$ 127.04**

Ad No.	Date	Description	Position	Format
Print - Order 44413				
271603	11/18/2022	Northshore Parks and Recreation Service Area INVITATION TO BID The Northshore Parks and Recreation Service Area (NPRSA) invit	Seattle Times - CL-Legals	

The Seattle Times
 1000 Denny Way
 Seattle, Washington 98109-5340

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Summary	
Total Net Amount	\$ 238.54
Taxes	\$ 0.00
Total Amount	\$ 238.54
Payments	\$ 0.00
Amount Due	\$ 238.54

_____ _Pllaqe_R_et rll e!_o".!":. l.,o i n _llVlth_Y.9'-!!" Ea_y e!:"t _____ .

Invoice#	Advertiser #	Advertiser Name	Agency#	Agency Name	Amount Due
31157	27904	Northshore Parks and Recreation Service Area			\$ 238.54

Remittance Address:	Please indicate any changes to billing information:
The Seattle Times PO Box C34805 Seattle, WA 98124-1805 Tel: (206) 464-3200	

000031157000027904200002385422

**TRANE®**Trane U.S. Inc.
3600 Pammel Creek Road
La Crosse, WI 54601-7599
United States

Invoice

Invoice Number **313112988**

For questions please contact:

Seattle TCS SO, WA

Tel: 425-643-4310

Fax: 425-643-4314

Remit Payment ToTrane U.S. Inc.
P. O. Box 98167
CHICAGO, IL 60693

Invoice Date	07-NOV-2022
Customer No.	1043342
Reference No.	Y308535
Internal Account	4217035
Payment Terms	.5%10 NET30
Payment Due Date	07-Dec-2022
Discount Date	17-Nov-2022

Bill ToNORTHSHORE PARKS AND RECREATION
SERVICE AREA 10201 E RIVERSIDE DR
BOTHELL, WA 98011
UNITED STATES

Customer Tax ID

Inco Terms	
Supply Location	Seattle TCS SO, WA
Shipping Method	FXFE
Tracking No.	
Freight Terms	FA-PPD
Bill of Lading	

Sold ToNORTHSHORE PARKS AND RECREATIO
SERVICE AREA 10201 E RIVERSIDE
BOTHELL, WA 98011
UNITED STATES**Ship To**WESTERN CRANE - (NPRSA- P02021
ATTN: NORTHSHORE COMMUNITY CTR
7245 WEST MARGINAL WAY SW- SOB
BOTHELL, WA 98011<https://www.tranetechnologies.com/customer>**CERTifyTax** - for submittal of tax exemption certificates.**iReceivables** - access invoice copies, account balances & make payments.

884954125

Tax/GST ID: 25-0900465	State Tax: 172.51 6.5000%	County Tax: 0.00 0.0000%	City Tax: 58.39 2.2000%	District Tax: 37.16 1.4000%
PST/QST ID:	WA	KING	BOTHELL	

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	2654.04	0.00	268.06	0.00	2922.10

Special Instructions Northshore Community Center (NPRSA)

Sales Order	Order Date	Ship Date	Purchase Order
Y3H290		07-NOV-2022	P02021-006.00

Line	Description	Quantity	UOM	Unit Price	Extended Price
1	S9V2B080U4PSBD:3.5 Ton Line Note: Furnace Split System Model Number: S9V2B080U4PSBD	1	EA		

**TRANE®**Trane U.S. Inc.
3600 Pammel Creek Road
La Crosse, WI 54601-7599
United States

Invoice

Invoice Number **313147725**

For questions please contact:

Seattle TCS SO, WA
Tel: 425-643-4310
Fax: 425-643-4314**Remit Payment To**Trane U.S. Inc.
P. O. Box 98167
CHICAGO, IL 60693

Invoice Date	21-NOV-2022
Customer No.	1043342
Reference No.	Y308535
Internal Account	4217035
Payment Terms	.5%10 NET30
Payment Due Date	21-Dec-2022
Discount Date	01-Dec-2022

Bill ToNORTHSHORE PARKS AND RECREATION
SERVICE AREA 10201 E RIVERSIDE DR
BOTHELL, WA 98011
UNITED STATES

Customer Tax ID

Inco Terms	
Supply Location	Seattle TCS SO, WA
Shipping Method	FXFE
Tracking No.	
Freight Terms	FA-PPD
Bill of Lading	

Sold ToNORTHSHORE PARKS AND RECREATIO
SERVICE AREA 10201 E RIVERSIDE
BOTHELL, WA 98011
UNITED STATES**Ship To**WESTERN CRANE - (NPRSA- P02021
ATTN: NORTHSHORE COMMUNITY CTR
7245 WEST MARGINAL WAY SW- SOB
BOTHELL, WA 98011<https://www.tranetechnologies.com/customer>**CERTifyTax** - for submittal of tax exemption certificates.**iReceivables** - access invoice copies, account balances & make payments.

890227675

Tax/GST ID: 25-0900465	State Tax: 179.39 6.5000%	County Tax: 0.00 0.0000%	City Tax: 60.72 2.2000%	District Tax: 38.65 1.4000%
PST/QST ID:	WA	KING	BOTHELL	

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	2759.98	0.00	278.76	0.00	3038.74

Special Instructions Northshore Community Center (NPRSA)

Sales Order	Order Date	Ship Date	Purchase Order
Y3H309		11-NOV-2022	P02021-006.00

Line	Description	Quantity	UOM	Unit Price	Extended Price
1	4TTR6024J1000B:2 Ton Furnace Line Note: Split System Model Number: 4TTR6024J1000B Tag Number: CU-F-CC-10	1	EA		
2	4PXCBU36BS3HAB:2 Ton Furnace Line Note: Split System Model Number: 4PXCBU36BS3HAB	1	EA		
3	2705-8021-01-15:Labor - 2 - Line Note: 5th year labor Model Number: 2705-8021-01-15	1	EA		
4	2705-8002-01-15:2nd-5th Yr Line Note: Parts Warranty Less Compr Model Number: 2705-8002-01-15	1	EA		
5	2705-8011-01-15:1st Year Line Note: labor warranty Model Number: 2705-8011-01-15	1	EA		

TRANE
TECHNOLOGIES

**TRANE®**Trane U.S. Inc.
3600 Pammel Creek Road
La Crosse, WI 54601-7599
United States

Invoice

Invoice Number **313115375**

For questions please contact:

Seattle TCS SO, WA

Tel: 425-643-4310

Fax: 425-643-4314

Remit Payment ToTrane U.S. Inc.
P. O. Box 98167
CHICAGO, IL 60693

Invoice Date	07-NOV-2022
Customer No.	1043342
Reference No.	Y308535
Internal Account	4217035
Payment Terms	.5%10 NET30
Payment Due Date	07-Dec-2022
Discount Date	17-Nov-2022

Bill ToNORTHSHORE PARKS AND RECREATION
SERVICE AREA 10201 E RIVERSIDE DR
BOTHELL, WA 98011
UNITED STATES

Customer Tax ID

Inco Terms	
Supply Location	Seattle TCS SO, WA
Shipping Method	FDEX
Tracking No.	
Freight Terms	FA-PPD
Bill of Lading	

Sold ToNORTHSHORE PARKS AND RECREATIO
SERVICE AREA 10201 E RIVERSIDE
BOTHELL, WA 98011
UNITED STATES**Ship To**TRANE BELLEVUE-DAVID HEADINGS
NORTHSHORE COMMUNITY CENTER (N
2333 158TH COURT NE
BELLEVUE, WA 98008<https://www.tranetechnologies.com/customer>**CERTifyTax** - for submittal of tax exemption certificates.**iReceivables** - access invoice copies, account balances & make payments.

884954125

Tax/GST ID: 25-0900465	State Tax: 17.31 6.5000%	County Tax: 0.00 0.0000%	City Tax: 5.85 2.2000%	District Tax: 3.72 1.4000%
PST/QST ID:	WA	KING	BELLEVUE	

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	266.17	0.00	26.88	0.00	293.05

Special Instructions Northshore Community Center (NPRSA)

Sales Order	Order Date	Ship Date	Purchase Order
Y3H309		07-NOV-2022	P02021-006.00

Line	Description	Quantity	UOM	Unit Price	Extended Price
1	AY28X079:Evaporator defrost Line Note: control Model Number: AY28X079	1	EA		
2	BAYCCHT302RES:Crankcase Line Note: heater kit Model Number: BAYCCHT302RES	1	EA		
3	BAYKSKT263:Quick start kit Line Note: (60 Hz only) Model Number: BAYKSKT263	1	EA		
4	BAYAIR30AVENTA:Concentric Line Note: vent kit Model Number: BAYAIR30AVENTA	1	EA		

TRANE
TECHNOLOGIES



TRANE

Trane U.S. Inc.
3600 Pammel Creek Road
La Crosse, WI 54601-7599
United States

Invoice

Invoice Number **312994744**

For questions please contact:

Seattle TCS SO, WA
Tel: 425-643-4310
Fax: 425-643-4314

Remit Payment To

Trane U.S. Inc.
P. O. Box 98167
CHICAGO, IL 60693

Invoice Date	27-SEP-2022
Customer No.	1043342
Reference No.	Y308535
Internal Account	4217035
Payment Terms	.5%10 NET30
Payment Due Date	27-Oct-2022
Discount Date	07-Oct-2022

Bill To

NORTHSHORE PARKS AND RECREATION
SERVICE AREA 10201 E RIVERSIDE DR
BOTHELL, WA 98011
UNITED STATES

Customer Tax ID

Inco Terms	
Supply Location	Seattle TCS SO, WA
Shipping Method	MWLK
Tracking No.	
Freight Terms	FA-PPD
Bill of Lading	

Sold To

NORTHSHORE PARKS AND RECREATIO
SERVICE AREA 10201 E RIVERSIDE
BOTHELL, WA 98011
UNITED STATES

Ship To

WESTERN CRANE - (NPRSA- P02021
ATTN: NORTHSHORE COMMUNITY CTR
7245 WEST MARGINAL WAY SW- SOB
BOTHELL, WA 98011

<https://www.tranetechnologies.com/customer>

CERTifyTax - for submittal of tax exemption certificates.

iReceivables - access invoice copies, account balances & make payments.

869907425

Tax/GST ID: 25-0900465	State Tax: 5,442.63 6.5000%	County Tax: 0.00 0.0000%	City Tax: 1,842.16 2.2000%	District Tax: 1,172.27 1.4000%
PST/QST ID:	WA	KING	BOTHELL	

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	83733.14	0.00	8457.06	0.00	92190.20

Special Instructions Northshore Community Center (NPRSA)

Sales Order	Order Date	Ship Date	Purchase Order
Y3H290		27-SEP-2022	P02021-006.00

Line	Description	Quantity	UOM	Unit Price	Extended Price
1	YHC092F3RMA**P7E1C2A000000000 Line Note: 01000000000:7.5 Ton Packaged Gas/Electric Unit Line Note: YHC092F3RMA5F9K Model Number: YHC092F3RMA**P7E1C2A00000000001000000000 Tag Number: HVAC-12	1	EA		
2	2705-8001-03-01:2nd-5th yr Line Note: parts less compr. warranty Model Number: 2705-8001-03-01	1	EA		
3	2705-8011-03-00:1st Year Line Note: Labor warranty Model Number: 2705-8011-03-00	1	EA		
4	2705-8020-03-00:Labor - 2 - Line Note: 5th year labor Model Number: 2705-8020-03-00	1	EA		
5	YHH150G3RHD**0BE1A2A000000000 Line Note: 01000000000:12.5 Ton Packaged Gas/Electric Unit Line Note: YHH150G3RHD57ML Model Number: YHH150G3RHD**0BE1A2A00000000001000000000 Tag Number: HVAC-3	1	EA		
6	2705-8001-F6-00:2nd-5th yr Line Note: parts less compr. warranty Model Number: 2705-8001-F6-00	1	EA		
7	2705-8011-F6-00:1st year Line Note: Labor warranty Model Number: 2705-8011-F6-00	1	EA		
8	2705-8020-F6-00:2-5th year Line Note: labor warranty Model Number: 2705-8020-F6-00	1	EA		
9	YHH240G3RLD**0DE1A2A000000000 Line Note: 01000000000:20 Ton Packaged Gas/Electric Unit Line Note: YHH240G3RLD5F9Q Model Number: YHH240G3RLD**0DE1A2A00000000001000000000 Tag Number: HVAC-7	1	EA		
10	2705-8001-F8-00:2nd-5th yr Line Note: parts less compr. warranty	1	EA		

TRANE
TECHNOLOGIES



TRANE[®]

Trane U.S. Inc.
3600 Pammel Creek Road
La Crosse, WI 54601-7599
United States

Invoice

Invoice Number

312994744

Line	Description	Quantity	UOM	Unit Price	Extended Price
11	Model Number: 2705-8001-F8-00 2705-8011-F9-00:1st year Line Note: Labor warranty Model Number: 2705-8011-F9-00	1	EA		
12	2705-8020-F9-00:2-5th year Line Note: labor warranty Model Number: 2705-8020-F9-00	1	EA		

**TRANE®**Trane U.S. Inc.
3600 Pammel Creek Road
La Crosse, WI 54601-7599
United States

Invoice

Invoice Number **313216018**

For questions please contact:

Seattle TCS SO, WA

Tel: 425-643-4310

Fax: 425-643-4314

Remit Payment ToTrane U.S. Inc.
P. O. Box 98167
CHICAGO, IL 60693

Invoice Date	15-DEC-2022
Customer No.	1043342
Reference No.	Y308535
Internal Account	4217035
Payment Terms	.5%10 NET30
Payment Due Date	14-Jan-2023
Discount Date	25-Dec-2022

Bill ToNORTHSHORE PARKS AND RECREATION
SERVICE AREA 10201 E RIVERSIDE DR
BOTHELL, WA 98011
UNITED STATES

Customer Tax ID

Inco Terms	
Supply Location	Seattle TCS SO, WA
Shipping Method	0000013222
Tracking No.	
Freight Terms	FA-PPD
Bill of Lading	

Sold ToNORTHSHORE PARKS AND RECREATIO
SERVICE AREA 10201 E RIVERSIDE
BOTHELL, WA 98011
UNITED STATES**Ship To**NORTHSHORE COMMUNITY CENTER (N
PARKS A RECREATION SERVICE ARE
10201 E. RIVERSIDE DRIVE
BOTHELL, WA 98011<https://www.tranetechnologies.com/customer>**CERTifyTax** - for submittal of tax exemption certificates.**iReceivables** - access invoice copies, account balances & make payments.

899379342

Tax/GST ID: 25-0900465	State Tax: 956.48 6.5000%	County Tax: 0.00 0.0000%	City Tax: 323.73 2.2000%	District Tax: 206.01 1.4000%
PST/QST ID:	WA	KING	BOTHELL	

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	14715.00	0.00	1486.22	0.00	16201.22

Special Instructions Northshore Community Center (NPRSA)

Sales Order	Order Date	Ship Date	Purchase Order
Y3H503		15-DEC-2022	P02021-006.00

Line	Description	Quantity	UOM	Unit Price	Extended Price
1	Spring Roof Curbs - HVAC 3 Line Note: 7 12 Revi	1	EA		



Trane U.S. Inc.
3600 Pammel Creek Road
La Crosse, WI 54601-7599
United States

Invoice

Invoice Number **313147394**

For questions please contact:

Seattle TCS SO, WA
Tel: 425-643-4310
Fax: 425-643-4314

Remit Payment To

Trane U.S. Inc.
P. O. Box 98167
CHICAGO, IL 60693

Invoice Date	21-NOV-2022
Customer No.	1043342
Reference No.	Y308535
Internal Account	4217035
Payment Terms	.5%10 NET30
Payment Due Date	21-Dec-2022
Discount Date	01-Dec-2022

Bill To

NORTHSHORE PARKS AND RECREATION
SERVICE AREA 10201 E RIVERSIDE DR
BOTHELL, WA 98011
UNITED STATES

Customer Tax ID

Inco Terms	
Supply Location	Seattle TCS SO, WA
Shipping Method	FXFE
Tracking No.	
Freight Terms	FA-PPD
Bill of Lading	

Sold To

NORTHSHORE PARKS AND RECREATIO
SERVICE AREA 10201 E RIVERSIDE
BOTHELL, WA 98011
UNITED STATES

Ship To

WESTERN CRANE - (NPRSA- P02021
ATTN: NORTHSHORE COMMUNITY CTR
7245 WEST MARGINAL WAY SW- SOB
BOTHELL, WA 98011

<https://www.tranetechnologies.com/customer>

CERTifyTax - for submittal of tax exemption certificates.

iReceivables - access invoice copies, account balances & make payments.

890227675

Tax/GST ID: 25-0900465	State Tax: 4,029.06 6.5000%	County Tax: 0.00 0.0000%	City Tax: 1,363.66 2.2000%	District Tax: 867.79 1.4000%
PST/QST ID:	WA	KING	BOTHELL	

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	61985.25	0.00	6260.51	0.00	68245.76

Special Instructions Northshore Community Center (NPRSA)

Sales Order	Order Date	Ship Date	Purchase Order
Y3H290		11-NOV-2022	P02021-006.00

Line	Description	Quantity	UOM	Unit Price	Extended Price
1	4TTA7060A3000A:5 Ton Furnace Line Note: Split System Model Number: 4TTA7060A3000A Tag Number: CU-F-CC-1 CU-F-CC-6A CU-F-CC-6B CU-F-CC-8 CU-F-CC-9	5	EA		
2	S9V2D120U5PSBD:5 Ton Furnace Line Note: Split System Model Number: S9V2D120U5PSBD	5	EA		
3	4PXCDU60BS3HAA:5 Ton Furnace Line Note: Split System Model Number: 4PXCDU60BS3HAA	5	EA		
4	2705-8021-01-15:Labor - 2 - Line Note: 5th year labor Model Number: 2705-8021-01-15	5	EA		
5	2705-8002-01-15:2nd-5th Yr Line Note: Parts Warranty Less Compr Model Number: 2705-8002-01-15	5	EA		
6	2705-8011-01-15:1st Year Line Note: labor warranty Model Number: 2705-8011-01-15	5	EA		
7	4TTR6042J1000A:3.5 Ton Line Note: Furnace Split System Model Number: 4TTR6042J1000A Tag Number: CU-F-CC-5 CU-F-CC-4 CU-F-CC-2	3	EA		
8	S9V2B080U4PSBD:3.5 Ton Line Note: Furnace Split System Model Number: S9V2B080U4PSBD	2	EA		
9	4PXCBU48BS3HAA:3.5 Ton Line Note: Furnace Split System Model Number: 4PXCBU48BS3HAA	3	EA		
10	4TTR6030J1000B:2.5 Ton Line Note: Furnace Split System Model Number: 4TTR6030J1000B Tag Number: CU-F-CC-11	1	EA		
11	4PXCBU42BS3HAA:2.5 Ton	1	EA		





TRANE

Trane U.S. Inc.
3600 Pammel Creek Road
La Crosse, WI 54601-7599
United States

Invoice

Invoice Number

313147394

Line	Description	Quantity	UOM	Unit Price	Extended Price
	Line Note: Furnace Split System Model Number: 4PXCBU42BS3HAA				
12	2705-8021-01-15:Labor - 2 - Line Note: 5th year labor Model Number: 2705-8021-01-15	1	EA		
13	2705-8002-01-15:2nd-5th Yr Line Note: Parts Warranty Less Compr Model Number: 2705-8002-01-15	1	EA		
14	2705-8011-01-15:1st Year Line Note: labor warranty Model Number: 2705-8011-01-15	1	EA		

**TRANE®**Trane U.S. Inc.
3600 Pammel Creek Road
La Crosse, WI 54601-7599
United States

Invoice

Invoice Number **313115371**

For questions please contact:

Seattle TCS SO, WA
Tel: 425-643-4310
Fax: 425-643-4314**Remit Payment To**Trane U.S. Inc.
P. O. Box 98167
CHICAGO, IL 60693

Invoice Date	07-NOV-2022
Customer No.	1043342
Reference No.	Y308535
Internal Account	4217035
Payment Terms	.5%10 NET30
Payment Due Date	07-Dec-2022
Discount Date	17-Nov-2022

Bill ToNORTHSHORE PARKS AND RECREATION
SERVICE AREA 10201 E RIVERSIDE DR
BOTHELL, WA 98011
UNITED STATES

Customer Tax ID

Inco Terms	
Supply Location	Seattle TCS SO, WA
Shipping Method	FDEX
Tracking No.	
Freight Terms	FA-PPD
Bill of Lading	

Sold ToNORTHSHORE PARKS AND RECREATIO
SERVICE AREA 10201 E RIVERSIDE
BOTHELL, WA 98011
UNITED STATES**Ship To**TRANE BELLEVUE-DAVID HEADINGS
NORTHSHORE COMMUNITY CENTER (N
2333 158TH COURT NE
BELLEVUE, WA 98008<https://www.tranetechnologies.com/customer>**CERTifyTax** - for submittal of tax exemption certificates.**iReceivables** - access invoice copies, account balances & make payments.

884954125

Tax/GST ID: 25-0900465	State Tax: 113.77 6.5000%	County Tax: 0.00 0.0000%	City Tax: 38.49 2.2000%	District Tax: 24.49 1.4000%
PST/QST ID:	WA	KING	BELLEVUE	

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	1749.99	0.00	176.75	0.00	1926.74

Special Instructions Northshore Community Center (NPRSA)

Sales Order	Order Date	Ship Date	Purchase Order
Y3H290		07-NOV-2022	P02021-006.00

Line	Description	Quantity	UOM	Unit Price	Extended Price
1	AY28X079:Evaporator defrost Line Note: control Model Number: AY28X079	5	EA		
2	BAYAIR30AVENTA:Concentric Line Note: vent kit Model Number: BAYAIR30AVENTA	5	EA		
3	AY28X079:Evaporator defrost Line Note: control Model Number: AY28X079	3	EA		
4	BAYCCHT301RES:Crankcase Line Note: heater kit Model Number: BAYCCHT301RES	3	EA		
5	BAYKSKT263:Quick start kit Line Note: (60 Hz only) Model Number: BAYKSKT263	3	EA		
6	BAYAIR30AVENTA:Concentric Line Note: vent kit Model Number: BAYAIR30AVENTA	3	EA		
7	AY28X079:Evaporator defrost Line Note: control Model Number: AY28X079	1	EA		
8	BAYCCHT302RES:Crankcase Line Note: heater kit Model Number: BAYCCHT302RES	1	EA		
9	BAYKSKT263:Quick start kit Line Note: (60 Hz only) Model Number: BAYKSKT263	1	EA		
10	BAYAIR30AVENTA:Concentric Line Note: vent kit Model Number: BAYAIR30AVENTA	1	EA		

TRANE
TECHNOLOGIES



Washington Cities Insurance Authority
PO Box 88030
Tukwila, WA 98138

Invoice

Date	Invoice #
1/1/2023	15679

Bill To

Northshore Park & Recreation Service Area
 c/o City of Bothell
 18415 101st Ave NE
 Bothell, WA 98011

Due Date
1/30/2023

Liability and/or Program Assessment(s) for 2023

Coverage/Program	Assessment
Auto Physical Damage	0.00
Equipment Breakdown	0.00
Crime/Fidelity	633.00
Liability	5,000.00
Property	0.00
<p>If \$0 is shown above, the member has no coverage for that particular program with WCIA.</p> <p>Payments must be received by January 30, 2023. Payments received after January 30, 2023, will be assessed a penalty of 2.5% of the member's liability assessment with a minimum of \$1,000.</p>	

Total	\$5,633.00
Payments/Credits	\$0.00
Balance Due	\$5,633.00

Phone #	Fax #
206-575-6046	206-575-7426



Special District Voucher Approval Document

Scheduled Payment Date: 01/11/2023
Total Amount: \$218.25
Control Total: 1
Payment Method: WARRANT

District Name: Northshore Parks and Recreation Service Area
File Name: AP_NOSHRPRK_APSUPINV_20230105111548.csv
Fund #: 251010010

CONTACT INFORMATION

Preparer's Name: Barbara Glass

Email Address: barbara.glass@bothellwa.gov

PAYMENT CERTIFICATION

RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)) :

Becky Range _____ Jan 6, 2023

Authorized District Signature	Date
Authorized District Signature	Date
Authorized District Signature	Date

Authorized District Signature	Date
Authorized District Signature	Date
Authorized District Signature	Date

SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable
Attn: Special Districts
401 5th Avenue, Room 323
Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov
Fax: (206) 263-3767

KING COUNTY FINANCE USE ONLY:

Batch Processed By: _____

Date Processed: _____



Special District Voucher Approval Document

District Name: Northshore Parks and Recreation Service Area

File Name: AP_NOSHRPRK_APSUPINV_20230105111548.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
BUILDERS EXCHANGE OF WASHINGTON INC			1073383	12/07/2023	\$218.25	HWC BUILDING UPGRADES ADVERTISEMENT AND NSC BUILDING UPGRADES ADDENDA

Builders Exchange of Washington Inc

2607 Wetmore Ave
 Everett, WA 98201
 425-258-1303

DATE	INVOICE#
12/7/2022	1073383

BILL TO
Northshore Parks and Rec. Service Area 10201 E Riverside DR Bothell, WA 98011

P.O. NO.	TERMS	DUE DATE	Tax Confirmation
	Net 15	12/22/2022	

DESCRIPTION	AMOUNT
Publish Projects Online	218.25
Sales Tax	0.00
Total U.S. Funds \$218.25	

Cust. #5643, Northshore Parks and Recreation Service Area**Title: Health and Wellness Center Roof and HVAC Upgrades, Northshore Parks and Recreation Service Area, Bothell, WA****Bin#: E1707****Posted: 2022-11-17 15:31:32-08****Posting Area: Northshore Parks and Recreation Service Area -**

Projects Bidding

Project#: 2022-004057

Date	Description	Item	Sheet List	Count	Each	Amount
2022-11-18	Advertisement for Bid	Small Docs, Standard Pub	advert	2	\$0.25	\$0.50
2022-11-18	Plans	Large Docs, Standard Pub	plans	37	\$2.00	\$74.00
2022-11-18	Specs	Small Docs, Standard Pub	specs	558	\$0.25	\$139.50
2022-11-30	Addendum #1	Small Docs, Standard Pub	ad1s	2	\$0.25	\$0.50

Project Total: \$214.50**Title: Northshore Senior Center Building Upgrades, Northshore Parks and Recreation Service Area, Bothell, WA****Bin#: E1632****Posted: 2022-10-19 08:26:54-07****Posting Area: Northshore Parks and Recreation Service Area -**

Projects Bidding

Project #: 2022-003728

Date	Description	Item	Sheet List	Count	Each	Amount
2022-11-07	Addendum #1	Small Docs, Standard Pub	ad1s	9	\$0.25	\$2.25
2022-11-22	Addendum #2	Small Docs, Standard Pub	ad2s	6	\$0.25	\$1.50

Project Total: \$3.75**Non-Taxable Total: \$218.25****Taxable Total: \$0**



Special District Voucher Approval Document

Scheduled Payment Date: 01/25/2023
Total Amount: \$327.82
Control Total: 2
Payment Method: WARRANT

District Name: Northshore Parks and Recreation Service Area
File Name: AP_NOSHRPRK_APSUPINV_20230118121850.csv
Fund #: 251010010

CONTACT INFORMATION

Preparer's Name: Barbara Glass

Email Address: barbara.glass@bothellwa.gov

PAYMENT CERTIFICATION

RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)) :

Becky Range

Jan 18, 2023

Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable
Attn: Special Districts
401 5th Avenue, Room 323
Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov
Fax: (206) 263-3767

KING COUNTY FINANCE USE ONLY:

Batch Processed By: _____

Date Processed: _____



Special District Voucher Approval Document

District Name: Northshore Parks and Recreation Service Area

File Name: AP_NOSHRPRK_APSUPINV_20230118121850.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
BUILDERS EXCHANGE OF WASHINGTON INC			1073632	01/09/2023	\$252.00	NSC BUILDING UPGRADES ADVERTISEMENT AND HWC BUILDING UPGRADES ADDENDA
THE SEATTLE TIMES			32649	12/31/2022	\$75.82	NSC BUILDING UPGRADES INVITATION TO BID

Builders Exchange of Washington Inc

2607 Wetmore Ave
 Everett, WA 98201
 425-258-1303

DATE	INVOICE#
1/9/2023	1073632

BILL TO
Northshore Parks and Rec. Service Area 10201 E Riverside DR Bothell, WA 98011

P.O.NO.	TERMS	DUE DATE	Tax Confirmation
	Net 15	1/24/2023	

DESCRIPTION	AMOUNT
Publish Projects Online	252.00
Sales Tax	0.00
Total U.S. Funds \$252.00	

Gust. #5643, Northshore Parks and Recreation Service Area

Title: Health and Wellness Center Roof and HVAC Upgrades, Northshore Parks and Recreation Service Area, Bothell, WA

Bin#: E1707 **Posted:** 2022-11-17 15:31:32-08

Posting Area: Northshore Parks and Recreation ServiceArea-

Projects Bidding

Project#: 2022-004057

Date	Description	Item	Sheet List	Count	Each	Amount
2022-12-05	Addendum #2	Small Docs, Standard Pub	ad2s	2	\$0.25	\$0.50
2022-12-14	Addendum #3	Small Docs, Standard Pub	ad3s	8	\$0.25	\$2.00
2022-12-23	Addendum #4	Small Docs, Standard Pub	ad4s	40	\$0.25	\$10.00
2022-12-23	Addendum #4 Plans	Large Docs, Standard Pub	ad4p	3	\$2.00	\$6.00
2022-12-29	Addendum #5	Small Docs, Standard Pub	ad5s	6	\$0.25	\$1.50

Project Total: \$20.00

Title: Northshore Senior Center Building Upgrades, Northshore Parks and Recreation Service Area, Bothell, WA

Bin #: E1743 **Posted:** 2022-12-13 15:01:38-08

Posting Area: Northshore Parks and Recreation Service Area -

Projects Bidding

Project#: 2022-004290

Date	Description	Item	Sheet List	Count	Each	Amount
2022-12-13	Advertisement for Bid	Small Docs, Standard Pub	ad	2	\$0.25	\$0.50
2022-12-13	Plans	Large Docs, Standard Pub	plans	37	\$2.00	\$74.00
2022-12-13	Specs	Small Docs, Standard Pub	specs	617	\$0.25	\$154.25
2022-12-14	Advertisement for Bid	Small Docs, Standard Pub	adx	2	\$0.25	\$0.50
2022-12-23	Addendum #1	Small Docs, Standard Pub	ad1s	11	\$0.25	\$2.75

Project Total: \$232.00

Non-Taxable Total: \$252.00

Taxable Total: \$0

The Seattle Times
 1000 Denny Way
 Seattle, Washington 98109-5340

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Northshore Parks and Recreation Service Area
Barbara Glass
10201 E Riverside Dr
Bothell, WA 98011

INVOICE

Invoice#: 32649
 Invoice Date: 12/31/2022
 Advertiser#: 27904
 Advertiser Name: Northshore Parks and Recreation Service Area
 Agency#: _____
 Agency Name: _____
 Due Date: 1/30/2023

Legal Std Package #1

\$ 75.82

Ad No.	Date	Description	Position	Format
278670	12/15/2022	Northshore Parks and Recreation Service Area INVITATION TO BID The Northshore Parks and Recreation Service Area (NPRSA) invit	Seattle Times - CL-Legals	

Print - Order 45991

Summary

Total Net Amount	\$ 75.82
Taxes	\$ 0.00
Total Amount	\$ 76.82
Payments	\$ 0.00
Amount Due	\$ 75.82

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Invoice#	Advertiser #	Advertiser Name	Agency #	Agency Name	Amount Due
32649	27904	Northshore Parks and Recreation Service Area			\$ 75.82

Remittance Address:

The Seattle Times
 PO Box C34B05
 Seattle, WA 98124-1805
 Tel: (206) 464-3200

Please indicate any changes to billing information.

000032649000027904200000758229



Special District Voucher Approval Document

Scheduled Payment Date: 01/18/2023
Total Amount: \$9,763.56
Control Total: 4
Payment Method: WARRANT

District Name: Northshore Parks and Recreation Service Area
File Name: AP_NOSHRPRK_APSUPINV_20230118125206.csv
Fund #: 251010010

CONTACT INFORMATION

Preparer's Name: Barbara Glass

Email Address: barbara.glass@bothellwa.gov

PAYMENT CERTIFICATION

RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)) :

Becky Range _____ Jan 18, 2023

Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable
Attn: Special Districts
401 5th Avenue, Room 323
Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov
Fax: (206) 263-3767

KING COUNTY FINANCE USE ONLY:

Batch Processed By: _____

Date Processed: _____



Special District Voucher Approval Document

District Name: Northshore Parks and Recreation Service Area

File Name: AP_NOSHRPRK_APSUPINV_20230118125206.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
NORTHSHORE SENIOR CENTER			NSC23-00	11/28/2022	\$3,501.63	INVOICE 1-24237415099 REIMBURSEMENT
NORTHSHORE SENIOR CENTER			NSC23-01	12/01/2022	\$3,862.95	INVOICE 1-2432976456 REIMBURSEMENT
NORTHSHORE SENIOR CENTER			NSC23-02	12/27/2022	\$1,648.10	INVOICE 1-12584082040 REIMBURSEMENT
NORTHSHORE SENIOR CENTER			NSC23-03	12/28/2022	\$750.88	INVOICE 1-124440999875 REIMBURSEMENT

fc pay
(UP)

ORIGINAL INVOICE

Invoice#: 1-124237415099 **Invoice Date:** 11/28/20'22
PO #/Auth: Harry Horst **Service Request:** 1-123825496747
Customer WO#: **SR Type:** L&M
Customer Acct: 1857150 **Branch Name:** JOHNSON CONTROLS SEATTLE WA CB - DN59

Bill To:
NORTHSHORE SENIOR CENTER
10201 E RIVERSIDE DR
BOTHELL WA 98011

Service Site:
NORTHSHORE SENIOR CENTER
10212 E RIVERSIDE DR,
BOTHELL WA 98011-3709

Contractor/License Information :

Requested By: Harry Horst

Phone: 4258776380

Service Requested: Service requested by Nathan 425/286-1023. Check in with Judy at Health and Wellness Center. Water alarm going off on pump in makeup area 1.

Service Provided:

- Called out for heating water leak on pump 6.
- Troubleshoot and found pump 6 serving Mau-1 wellness center unit leaking at mechanical seal. Failure due to equipment age and lack of maintenance.
- Troubleshoot for customer and found rooftop unit serving auditorium in main center inducer fan blower catastrophic failure and demolished due to aging equipment, wear and lack of maintenance.
- Sourced parts and picked up parts from various parts stores.
- Removed pump 6 and rebuild bearing and mechanical seal replacement with new kit.
- Started up pump, tested for operation and no leaks.
- Replaced auditorium blower inducer fan wheel and tested good. Space now has heating to gymnasium.

Thank you for your business.

U 25030

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8:

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
Labor						
3	11/16/2022 Regular Mechanical Heavy	Hour	\$212.00	\$636.00	\$64.23	\$700.23
8	11/15/2022 Regular Mechanical Heavy	Hour	\$212.00	\$1,696.00	\$171.29	\$1,867.29
Sub-Total				\$2,332.00	\$235.52	\$2,567.52
Materials						
1	Inducer Blower Wheel	Each	\$121.04	\$121.04	\$12.23	\$133.27
1	fumpSeal	Each	\$506.57	\$506.57	\$51.17	\$557.74
Sub-Total				\$627.61	\$63.40	\$691.01
Mileage						
120	Mileage	Each	\$1.84	\$220.80	\$22.30	\$243.10
Sub-Total				\$220.80	\$22.30	\$243.10
Invoice Sub-Total					\$3,180.41	
Sales Tax					\$321.22	
Total Due					USD	\$3,501.63

Direct Billing Inquiries(866) 630-6793



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice#:	1-124237415099	Invoice Date:	11/28/2022
PO #/Auth:	Harry Horst	Service Request:	1-123825496747
Customer WO#:		SR Type:	L&M
Customer Acct:	1857150	Branch Name:	JOHNSON CONTROLS SEATTLE WA CB - 0N59

Tenns: Unless otherwise agreed in the contract between Johnson Controls and QJstomer, payment shaU be due fuB upon receipt, and interest shall be due at a ra1e of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection

Disposable, Environmental & Usage (DEU) fee fisted a, this invo:i:e may include charges for one or more of **the folowng** miscellaneous: Electrical pneumatic:, welding supplies, hardware materials, cleannng supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.



>lease reference the invoice number and amount with all payments. Remit to only the address below.

Payment Terms: NET 30
Direct Billing Inquiries
To Service Department: (866) 630-6793

To Remit Via Credit Card:
 Call the phone number listed above.

INVOICE#: 1-124237415099

AMOUNT DUE: USO \$3,501.63

Remit Payment To:

JOHNSON CONTROLS
 PO SOX 730068
 DALI.AS, TX, 75373-0068

To Remit Via ACH Wire Transfers:

JP Morgan Chase
 One Chase Manhattan Plaza
 New York, NY 10005
 Credit to: Johnson Controls Inc.
 ABA# 071-000013 Depositor Acct #55-14347
 Type of Account: Checking
 CORP-BBC-OTC-BTS-SSNA-Remittance@jci.com

12/14 OK to pay
(NP)

ORIGINAL INVOICE

Invoice#: 1-124329764256 **Invoice Date:** 11/30/2022 --1.7 19.- I---J-0-
PO #/Auth: Harry Horst **Service Request:** 1-12s4sss5s4s1
Customer WO#: **SR Type:** L&M
Customer Acct: 1857150 **Branch Name:** JOHNSON CONTROLS SEATTLE WA CB - ON59

Bill To:
NORTHSHORE SENIOR CENTER
10201 E RIVERSIDE DR
BOTHELL WA 98011

Service Site:
NORTHSHORE SENIOR CENTER
10212 E RIVERSIDE DR,
BOTHELL WA 98011-3709

Contractor/License Information :

Requested By: Harry Horst

Proposal: Northshore Senior center
entrance heater motor

Phone: 4258776380

Proposal Date: 11/03/2022

Accepted By: Harry Horst

Service Requested:
(Work Scope)

Replace motor for front entrance heating, new ball valves with vent air bleeders, and new neutralizing pellets for the Boiler condensation.

Service Provided:

11/21/22: Replaced the entrance way heater blower motor and installed new air vents with isolation ball valves. Tested operation of system controls. Changed out the neutralizer pellets for condensation of the boiler drain line as needed.

11/22/22: Harry had called about the heating pipes making noise. I found the heating valve assembly for the entrance heater needs a new needle valve assembly, due to the valve currently unable to close correctly. I will provide a quote for a new heating valve assembly.
Thank you for your business.

Total Quote Price	
Sales Tax	
Total Amount Due	

cl 25030

	\$3,508.59
	\$354.30
USD	\$3,862.89

PAID
DEC 23 2022
(NP)

Direct Billing Inquire.66) 630-6793

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice#:	1-124329764256	Invoice Date:	11/30/2022
PO #/Auth:	Harry Horst	Service Request:	1-123499356461
Customer WO#:		SR Type:	L&M
Customer Acct:	1857150	Branch Name:	JOHNSON CONTROLS SEATTLE WA CB - 0N59



Please reference the invoice number and amount with all payments. Remit to only the address below.

Payment Terms: NET 30
Direct Billing Inquiries
To Service Department: (866) 630-6793

Remit Payment To:
JOHNSON CONTROLS
PO BOX 730068
DALLAS, TX, 75373-0008

To Remit Via Credit Card:
Call the phone number listed above.

To Remit Via ACH Wire Transfers:
JP Morgan Chase
One Chase Manhattan Plaza
New York, NY 10005
Credit to: Johnson Controls Inc,
ABA# 071-000013 Depositor Acct #55-14347
Type of Account: Checking
CORP-BBC-OTC-BTS-SSNA-Remittance@jci.com

INVOICE#: 1-124329764256

AMOUNT DUE: USD \$3,862.96

NORTHSHORE SENIOR CENTER
10201 RIVERSIDE DR
DALLAS, TX 75243

FIRST FINANCIAL
NORTHWEST BANK
8-7087/325t

25030

12/23/2022

PAY TO THE ORDER OF Johnson Controls


\$11,828.48

Eleven Thousand Eight Hundred Twenty-Eight and 48/100*****

DOLLARS

Johnson Controls
PO Box 730068
Dallas, TX 75373

VOID SIGNATURES RETURNED TO THE ISSUING INSTITUTION
VOID AFTER 90 DAYS


AUTHORIZED SIGNATURE

1550

⑆025030⑆ ⑆325170877⑆ 241410⑆

NORTHSHORE SENIOR CENTER

25030

Johnson Controls

12/23/2022

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/28/2022	Bill	1 124237415099	3,501.63	3,501.63		3,501.63
11/28/2022	Bill	1-123964248319	<u>4,463.89</u>	-,463.89	<i>JVA/t k...</i>	<u>4,463.69-</u>
12/1/2022	Bill	1-124329764256	3,862.96	3,862.96		3,862.96
				Check Amount		11,828.48

Checking 1410 1857150

11,828.48

NORTHSHORE SENIOR CENTER

25030

Johnson Controls

12/23/2022

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/28/2022	Bill	1-124237415099	3,501.63	3,501.63		3,501.63
11/28/2022	Bill	1-123964248319	4,463.89	4,463.89		4,463.89
12/1/2022	Bill	1-124329764256	3,862.96	3,862.96		3,862.96
				Check Amount		11,828.48

Checking 1410 1857150

11,828.48

1/4 OK (JP)

ORIGINAL INVOICE

Invoice#: 1-125284082040	Invoice Date: 12/27/2021.
PO #/Auth:	Service Request: 1-124453322408
Customer WO#:	SR Type: L&M
Customer Acct: 1857150	Branch Name: JOHNSON CONTROLS SEATTLE WA CB -0N59

Bill To:
NORTHSHORE SENIOR CENTER
10201 E RIVERSIDE DR
BOTHELL WA 98011

Service Site:
NORTHSHORE SENIOR CENTER
10212 E RIVERSIDE DR,
BOTHELL WA 98011-3709

Contractor/License Information :

Requested By: Harry Horst

Proposal: Northshore Welness Boiler Room Heater safety

Phone: 4258776380

Proposal Date: 12/02/2022

Accepted By: Harry Horst

Service Requested: (Work Scope) Remove old Honeywell Safety Limit Switch, replace with a new Honeywell Safety control Limit Switch for the Boiler Room Heater Fan unit. Test electrical heating operation after installation.

Service Provided: 12/5/22: Replaced safety switch and tested operation of heating system within the boiler room.
Thank you for your business.

Total Quote Price	\$1 496.91
Sales Tax	\$151.19
Total Amount Due	USD \$1 648.10

Direct Billing Inqujrie.66) 630-6793

Terms: Unless otherwise agreed in the contract between Johnson Controls and OJstomer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

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JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice#:	1-125284082040	Invoice Date:	12/ZT/2022
PO #/Auth:		Service Request:	1-124453322408
Customer WO#:		SR Type:	L&M
Customer Acct:	1857150	Branch Name:	JOHNSON CONTROLS SEATTLE WA CB- 0N59



Please reference the invoice number and amount with all payments. Remit to only the address below.

Payment Terms: NET 30
Direct Billing Inquiries
To Service Department: (866) 630-6793

To Remit Via Credit Card:
Call the phone m.mrnr listed above.

INVOICE#: 1-125284082040

AMOUNT DUE: USD \$1,648.10

Remit Payment To:
JOHNSON CONTROLS
PO SOX 730068
DALIAS, TX, 75373-0068

To Remit Via ACH Wire Transfers:
JP Morgan Chase
One Chase Manhattan Plaza
New York, NY 10005
Credit to: Johnson Controls Inc.
ABA# 071-000013 Depositor Acct #55-14347
Type of Account: Checking
CORP-BBC-OTC-BTS-SSNA-Remittance@jci.com

1/5 OK 

ORIGINAL INVOICE

Invoice#: 1-125335880253 **Invoice Date:** 12/28/2022
PO #/Auth: **Service Request:** 1-124440999875
Customer WO#: **SR Type:** L&M
Customer Acct: 1857150 **Branch Name:** JOHNSON CONTROLS SEATTLE WA CB - 0N59

Bill To:
NORTHSHORE SENIOR CENTER
10201 E RIVERSIDE DR
BOTHELL WA 98011

Service Site:
NORTHSHORE SENIOR CENTER
10212 E RIVERSIDE DR,
BOTHELL WA 98011-3709

Contractor/License Information :

Requested By: Nathan Phillips
Phone: 4254872441

Service Requested:

Issue with heater in the boiler room at H&W.

Service Provided:

Checked into the heater within the boiler room and found the high limit safety circuit was unable to reset. Checked the operation of the fan motor, was OK, and provided a quote for replacement of new safety switch. Communicated with Nathan Philips regarding this issue. Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
	Labor					
3	12/02/2022 Regular Mechanical Heavy	Hour	\$212.00	\$636.00	\$64.23	\$700.23
	Sub-Total			\$636.00	\$64.23	\$700.23
	Mileage					
25	Mileage	Each	\$1.84	\$46.00	\$4.65	\$50.65
	Sub-Total			\$46.00	\$4.65	\$50.65
Invoice Sub-Total						\$682.00
Sales Tax						\$68.88
Total Due					USD	\$750.88

Direct Billing Inquiries(866) 630-6793

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

CJK p;:Sb0l
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JAN 06 2023 /t
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B'l:----



JOHNSON CONTROLS
 Building Efficiency
 Federal ID **39-0380010**

ORIGINAL INVOICE

Invoice#:	1-125335880253	Invoice Date:	12/1B/2022
PO #/Auth:		Service Request:	1-124440999875
Customer WO#:		SR Type:	L&M
Customer Acct:	1857150	Branch Name:	JOHNSON CONTROLS SEATTLE WA CB- 0N59

-
-
-
-
-
-
-

Please reference the invoice number and amount with all payments. Remit to only the address below.

Payment Terms: NET 30
Direct Billing Inquiries
To Service Department: (866) 630-6793

To Remit Via Credit Card:
 Call the phone number listed above.
INVOICE#: 1-125335880253

AMOUNT DUE: USD \$750.88

Remit Payment To:
 JOHNSON CONTROLS
 PO SOX 730068
 DALLAS, TX, 75373-0068

To Remit Via ACH Wire Transfers:
 JP Morgan Chase
 One Chase Manhattan Plaza
 New York, NY 10005
 Credit to: Johnson Controls Inc.
 ABA# 071-000013 Depositor Acct #55-14347
 Type of Account: Checking
 CORP-BBC-OTC-BTS-SSNA-Remittance@jci.com



Special District Voucher Approval Document

Scheduled Payment Date: 02/01/2023
Total Amount: \$39,762.50
Control Total: 3
Payment Method: WARRANT

District Name: Northshore Parks and Recreation Service Area
File Name: AP_NOSHRPRK_APSUPINV_20230126153122.csv
Fund #: 251010010

CONTACT INFORMATION

Preparer's Name: Barbara Glass

Email Address: barbara.glass@bothellwa.gov

PAYMENT CERTIFICATION

RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)) :

<i>Becky Range</i>	<u>Jan 30, 2023</u>		
Authorized District Signature	Date	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date

SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable
Attn: Special Districts
401 5th Avenue, Room 323
Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov
Fax: (206) 263-3767

KING COUNTY FINANCE USE ONLY:

Batch Processed By: _____

Date Processed: _____



Special District Voucher Approval Document

District Name: Northshore Parks and Recreation Service Area

File Name: AP_NOSHRPRK_APSUPINV_20230126153122.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
CORNERSTONE ARCHITECTURAL GROUP			232203-4	01/18/2023	\$10,425.00	NSC BUILDING UPGRADES
CORNERSTONE ARCHITECTURAL GROUP			232204-4	01/18/2023	\$25,495.00	HWC BUILDING UPGRADES
CORNERSTONE ARCHITECTURAL GROUP			232301-1	01/18/2023	\$3,842.50	HWC CRAWLSPACE INVESTIGATION



6161 NE 175th Street, Suite 101
 Kenmore, Washington 98028
 206.682.5000
 cornerstonearch.com

INVOICE

Northshore Parks & Recreation Service Area

18415 101st Ave NE
 Bothell WA 98011

Attn: Christine Scotton, Levy Program Manager & Barbara Glass

Emailed to: christine.scotton@bothellwa.gov; barbara.glass@bothellwa.gov

January 18, 2023

Invoice No. 232203-4

For services rendered through the fifteenth of this month.

Payment Due Upon Receipt

Project No. 232203

NPRSA #13A NSC Building Upgrades

SCOPE		RATE	HOURS	EXTENSION	PREVIOUSLY INVOICED		THIS INVOICE	
Task 1 100% Construction Documents								
	Architectural - Project Manager	\$180	40	\$ 7,200.00	40	\$ 7,200.00		\$ -
	Architectural - Building Envelope Technologist	\$125	40	\$ 5,000.00	60	\$ 7,500.00		\$ -
	Mechanical/Electrical - Senior Engineer	\$150	4	\$ 600.00	13.5	\$ 2,025.00		\$ -
	Mechanical/Electrical - Project Engineer	\$125	8	\$ 1,000.00	11	\$ 1,375.00		\$ -
	Mechanical/Electrical Markup 10%			\$ 160.00		\$ 340.00		\$ -
Task 2 Bidding								
	Architectural - Project Manager	\$180	40	\$ 7,200.00	31	\$ 5,580.00	46	\$ 8,280.00
	Structural - Engineer	\$150	4	\$ 600.00		\$ -		\$ -
	Structural - Markup 10%			\$ 60.00				\$ -
	Mechanical/Electrical - Senior Engineer	\$150	16	\$ 2,400.00		\$ -	13	\$ 1,950.00
	Mechanical/Electrical Markup 10%			\$ 240.00				\$ 195.00
<i>continued on the next page.....</i>								

NPRSA #13A NSC Building Upgrades

Task 3 Construction Administration							
Architectural - Project Manager	\$180	320	\$ 57,600.00		\$ -		\$ -
Structural - Engineer	\$150	16	\$ 2,400.00		\$ -		\$ -
Structual Markup 10%			\$ 240.00				\$ -
Mechanical/Electrical - Senior Engineer	\$150	120	\$ 18,000.00		\$ -		\$ -
Mechanical/Electrical Markup 10%			\$ 1,800.00				\$ -
		TOTAL	\$ 104,500.00		\$ 24,020.00		\$ 10,425.00

Reviewed by:



1/18/2023

Andre Coppin
 Cornerstone Architectural Group
 AC:bc



6161 NE 175th Street, Suite 101
 Kenmore, Washington 98028
 206.682.5000
 cornerstonearch.com

INVOICE

Northshore Parks & Recreation Service Area

18415 101st Ave NE
 Bothell WA 98011

Attn: Christine Scotton, Levy Program Manager & Barbara Glass

Emailed to: christine.scotton@bothellwa.gov; barbara.glass@bothellwa.gov

January 18, 2023

Invoice No. 232204-4

For services rendered through the fifteenth of this month.

Payment Due Upon Receipt

Project No. 232204

NPRSA #13B HWC Building Upgrades

SCOPE	RATE	HOURS	EXTENSION	PREVIOUSLY INVOICED	THIS INVOICE
Task 1 100% Construction Documents					
Architectural - Project Manager	\$180	20	\$ 3,600.00	20 \$ 3,600.00	25 \$ 4,500.00
Architectural - CADD Technical Support	\$100	60	\$ 6,000.00	84.5 \$ 8,450.00	\$ -
Mechanical/Electrical - Principal	\$200	32	\$ 6,400.00	4 \$ 800.00	28 \$ 5,600.00
Mechanical/Electrical - Senior Engineer	\$150	200	\$ 30,000.00	79.5 \$ 11,925.00	55 \$ 8,250.00
Mechanical/Electrical - CADD Technician	\$85	120	\$ 10,200.00	30.5 \$ 2,592.50	\$ -
Mechanical/Electrical - Admin	\$55	8	\$ 440.00	3.5 \$ 192.50	\$ -
Mechanical/Electrical Markup 10%			\$ 4,704.00	\$ 1,551.00	\$ 1,385.00
Task 2 Bidding					
Architectural - Project Manager	\$180	40	\$ 7,200.00	8 \$ 1,440.00	32 \$ 5,760.00
Mechanical/Electrical - Principal	\$200	8	\$ 1,600.00	\$ -	\$ -
Mechanical/Electrical - Senior Engineer	\$150	20	\$ 3,000.00	\$ -	\$ -
Mechanical/Electrical Markup 10%			\$ 460.00		\$ -
					<i>continued on the next page.....</i>

NPRSA #13B HWC Building Upgrades

Task 3 Construction Administration							
Architectural - Project Manager	\$180	160	\$ 28,800.00		\$ -		\$ -
Structural - Principal	\$245	2	\$ 490.00	1	\$ 245.00		\$ -
Structural - Engineer	\$150	8	\$ 1,200.00	9.5	\$ 1,425.00		\$ -
Structural Markup 10%			\$ 169.00		\$ 167.00		\$ -
Mechanical/Electrical - Principal	\$200	4	\$ 800.00		\$ -		\$ -
Mechanical/Electrical - Senior Engineer	\$150	120	\$ 18,000.00		\$ -		\$ -
Mechanical/Electrical Markup 10%			\$ 1,880.00				\$ -
		TOTAL	\$ 124,943.00		\$ 32,388.00		\$ 25,495.00

Reviewed by:



1/18/2023

Andre Coppin
 Cornerstone Architectural Group
 AC:bc



6161 NE 175th Street, Suite 101
Kenmore, Washington 98028
206.682.5000
www.cornerstonearch.com

INVOICE

Northshore Parks & Recreation Service Area

18415 101st Ave NE
Bothell WA 98011

Attn: Christine Scotton, Levy Program Manager & Barbara Glass

Emailed to: christine.scotton@bothellwa.gov; barbara.glass@bothellwa.gov

January 18, 2023

Invoice No. 232301-1

For services rendered through the fifteenth of this month.

Payment Due Upon Receipt

Project No. 232301

NPRSA #03.1 HWC Crawlspace Investigation

BASIC SERVICES

Project Manager	2.5 hrs	\$462.50
Building Envelope Technologist	26.0 hrs	\$3,380.00
BASIC SERVICES TOTAL		\$3,842.50

TOTAL DUE THIS INVOICE **\$3,842.50**

Reviewed by:

André Coppin
Cornerstone Architectural Group

Date 1/18/2023

AC:bc



Special District Voucher Approval Document

Scheduled Payment Date: 02/08/2023
Total Amount: \$140,328.65
Control Total: 1
Payment Method: WARRANT

District Name: Northshore Parks and Recreation Service Area
File Name: AP_NOSHRPRK_APSUPINV_20230201084914.csv
Fund #: 251010010

CONTACT INFORMATION

Preparer's Name: Barbara Glass

Email Address: barbara.glass@bothellwa.gov

PAYMENT CERTIFICATION

RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)) :

Becky Range _____ Feb 3, 2023

Authorized District Signature	Date	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date

SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable
Attn: Special Districts
401 5th Avenue, Room 323
Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov
Fax: (206) 263-3767

KING COUNTY FINANCE USE ONLY:

Batch Processed By: _____

Date Processed: _____



Special District Voucher Approval Document

District Name: Northshore Parks and Recreation Service Area

File Name: AP_NOSHRPRK_APSUPINV_20230201084914.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
CITY OF BOTHELL			ADMN2022-1	10/18/2022	\$140,328.65	ADMIN SERVICES Q1-Q2 2022



City of Bothell™

INVOICE

Invoice Date: October 18, 2022

To: Northshore Parks and Recreation Service Area (NPRSA)
Attn: Barbara Glass
10201 E. Riverside Drive
Bothell, WA 98011

2022 NPRSA Contract: Invoice #2022-1

In accordance with the interlocal agreement between the City of Bothell and NPRSA dated July 7, 2020, NPRSA is being invoiced for salary and benefit costs incurred on behalf of NPRSA as follows:

Salary/benefits for NPRSA Program Manager ($\$71,939.29 \times 100\%$: Jan 1 - June 30, 2022)	\$	71,931.29
Salary/benefits for NPRSA Public Records Officer ($\$50,800.49 \times 100\%$: Jan 1 - June 30, 2022)	\$	50,800.49
Salary/benefits for NPRSA Executive Director ($\$98,369.61 \times 10\%$: Jan 1 - June 30, 2022)	\$	9,836.96
Corrections from January 2022 invoice (See attached breakdown)	\$	7,759.91

Total Amount Due	\$	140,328.65
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Please make check payable to the City of Bothell, and remit to the following address:

City of Bothell
Finance Department
18415 101st Ave NE
Bothell, WA 98011

Copy to: City of Bothell Executive Department

For Office Use Only: 00134192.341920



Special District Voucher Approval Document

Scheduled Payment Date: 02/08/2023
Total Amount: \$136,664.62
Control Total: 1
Payment Method: WARRANT

District Name: Northshore Parks and Recreation Service Area
File Name: AP_NOSHRPRK_APSUPINV_20230203094307.csv
Fund #: 251010010

CONTACT INFORMATION

Preparer's Name: Barbara Glass

Email Address: barbara.glass@bothellwa.gov

PAYMENT CERTIFICATION

RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)) :

Becky Range _____ Feb 3, 2023

Authorized District Signature	Date	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date

SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable
Attn: Special Districts
401 5th Avenue, Room 323
Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov
Fax: (206) 263-3767

KING COUNTY FINANCE USE ONLY:

Batch Processed By: _____

Date Processed: _____



Special District Voucher Approval Document

District Name: Northshore Parks and Recreation Service Area

File Name: AP_NOSHRPRK_APSUPINV_20230203094307.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
CITY OF BOTHELL			ADMN2022-2	02/03/2023	\$136,664.62	ADMIN SERVICES Q3-Q4 2022



City of Bothell™

INVOICE

Invoice Date: February 3, 2023

To: Northshore Parks and Recreation Service Area (NPRSA)
Attn: Barbara Glass
10201 E. Riverside Drive
Bothell, WA 98011

2022 NPRSA Contract: Invoice #2022-2

In accordance with the interlocal agreement between the City of Bothell and NPRSA dated July 7, 2020, NPRSA is being invoiced for salary and benefit costs incurred on behalf of NPRSA as follows:

Salary/benefits for NPRSA Program Manager (\$75,930.42 x 100%: July 1 - December 31, 2022)	\$	75,930.42
Salary/benefits for NPRSA Public Records Officer (\$50,906.11 x 100%: July 1 - December 31, 2022)	\$	50,906.11
Salary/benefits for NPRSA Executive Director (\$98,280.92 x 10%: July 1 - December 31, 2022)	\$	9,828.09

Total Amount Due	\$	136,664.62
-------------------------	-----------	-------------------

Please make check payable to the City of Bothell, and remit to the following address:

City of Bothell
Finance Department
18415 101st Ave NE
Bothell, WA 98011

Copy to: City of Bothell Executive Department

For Office Use Only: 00134192.341920

Staff salary/benefits: July 1 - December 31, 2022

Staff member	Salary	Benefits	Total
Program Manager	\$51,522.63	\$24,407.79	\$75,930.42
Public Records Officer	\$34,225.20	\$16,680.91	\$50,906.11
Executive Director	\$74,112.66	\$24,168.26	\$98,280.92



Special District Voucher Approval Document

Scheduled Payment Date: 02/15/2023
Total Amount: \$7,323.91
Control Total: 1
Payment Method: WARRANT

District Name: Northshore Parks and Recreation Service Area
File Name: AP_NOSHRPRK_APSUPINV_20230209091946.csv
Fund #: 251010010

CONTACT INFORMATION

Preparer's Name: Barbara Glass

Email Address: barbara.glass@bothellwa.gov

PAYMENT CERTIFICATION

RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)) :

Becky Range _____ Feb 9, 2023

Authorized District Signature	Date	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date

SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable
Attn: Special Districts
401 5th Avenue, Room 323
Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov
Fax: (206) 263-3767

KING COUNTY FINANCE USE ONLY:

Batch Processed By: _____

Date Processed: _____



Special District Voucher Approval Document

District Name: Northshore Parks and Recreation Service Area

File Name: AP_NOSHRPRK_APSUPINV_20230209091946.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
CITY OF BOTHELL			INV2023-57667	02/07/2023	\$7,323.91	PLUMBING AND MECHANICAL PERMIT

CITY OF BOTHELL - INVOICE



City of Bothell

Andre Coppin
Conenstone Architectural Group
5161 NE 175TH ST
KENMORE, WA 98028

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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