

Snohomish Regional Fire and Rescue
REQUEST FOR PROPOSAL
BUILDING ACCESS SYSTEM
RCW 39.04.270

1. Purpose of Request.

- 1.1. Snohomish Regional Fire and Rescue herein referred to as District, is soliciting proposals from qualified firms, herein referred to as Vendors, who specialize in Building Access Systems “BAS” as more specifically outlined in **Exhibit A** to provide District with a BAS that meets the requirements more specifically described herein.
- 1.2. It is District’s intent to select a vendor based on the ability to provide a BAS that meets the requirements set forth in this RFP. The evaluation will consider the qualifications, abilities, past performance, cost and the Vendor’s ability to provide the BAS within timeframes and under the conditions specified. Once the District has reviewed the qualifications, one or more vendors may be requested to provide additional information and/or participate in an interview process.

2. Identification of Owner.

- 2.1. Snohomish Regional Fire and Rescue is the entity issuing this Request For Proposal. Owner is a municipal corporation and a political subdivision of the State of Washington.
- 2.2. The District’s mailing address is: **953 Village Way Suite 200, Monroe WA 98272**
- 2.3. The business telephone number is: **360 794 7666**
- 2.4. Owner representative for all matters relating to this invitation for bids is:
 - 2.4.1. Administrative Contact: **Victoria Vega**
 - 2.4.2. Technical Contact: **Paul Charbeneau**

3. Definitions.

- 3.1. **District** means Snohomish Regional Fire and Rescue.
- 3.2. **Equipment** means the Equipment and Installation as set forth in Exhibit A.
- 3.3. **Qualified Proposal** means any proposal submitted to District in response to this Request For Proposals that complies with the request for proposal requirements.
- 3.4. **RFP** means this Request For Proposals
- 3.5. **Vendor** means any person or entity that submits a Qualified Proposal in response to this Request For Proposals.

4. Request for Proposals.

- 4.1. **RFP Documents** See Exhibit A.

- 4.2. **RFP Addendums.** Any additional information or addendums to this RFP will be issued by the District prior to the submittal deadline. The District will mail or e-mail such information directly to known interested parties.
- 4.3. **Examination of Documents and Site of Work.** Before submitting a Proposal, each Vendor shall review Exhibit A and may visit the site of the work. Each Vendor shall fully inform itself prior to submitting a proposal as to existing conditions and limitations under which the work is to be performed.
- 4.4. **Time:** Proposal submittal period will begin on **2/13/26** and must be received by District on or before **2/27/26** at 4:30 pm Pacific Time. Vendors shall have sole responsibility for delivery of proposals on time and to the proper location.
- 4.5. **Mailed Proposals** will be accepted at **953 Village Way Suite 200, Monroe WA 98272** and must be received by the date specified above.
- 4.6. **Emailed Proposals** must be emailed to **bids@srfr.org** prior to the deadline specified above.
- 4.7. **Proposal Review.** Proposals will be reviewed following the submission deadline specified above. The District may request additional information or meetings with Vendors to discuss the submitted proposal prior to making an award. The District reserves the right to reject any or all proposals, waive technicalities, and to be the sole judge of suitability of the Equipment for its intended use and further specifically reserves the right to make the award in the best interests of District. Unless otherwise specified by the Vendor, the District reserves the right to accept any item in the proposal and to award items to one or more Vendors.
- 4.8. **Proposal Award.** A contract will be awarded after an evaluation of all proposals and any necessary interviews and negotiations have been conducted to ensure the award goes to the Vendor that will best meet the needs of the District.

5. Proposal Requirements.

- 5.1. **Proposal Responsiveness.** Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the RFP.
- 5.2. **Vendor Information.** Proposals shall include the complete name of the entity or person(s) submitting the proposal, the main office address, the primary and secondary contact person(s), and their respective telephone numbers and email addresses.
- 5.3. **Vendor Experience and Background:** Vendors must provide, at a minimum, the following information about their company so that District can evaluate the vendor's stability and ability to support the requirements set forth in the response to the RFP. District, at its option, may require a vendor to provide additional support and/or clarify requested information.
 - 5.3.1. How long has the company been in business?
 - 5.3.2. A brief description of the company's size and organization.
 - 5.3.3. A list of any sub-Vendors the vendor proposes to use should be included in this section along with contact information for each.

- 5.3.4. What percentage of its business is in local government (Cities Counties and Special Purpose Districts) as compared to non-profit, schools or other business and commercial types?
- 5.3.5. Documentation that the Vendor has successfully completed three (3) projects of a similar size and scope as required by the scope of work for this project within the last five years. For the purposes of meeting these criteria, the Owner has determined that “similar size and scope to this project” means publicly bid projects located in Oregon, Washington or Idaho
- 5.3.6. Vendors should provide a list of at least three (3) local government clients during the past five (5) years that have received equipment similar to what Vendor is proposing in its submittal.
- 5.4. **Cost of Proposal:** Vendor shall identify all costs associated with proposal. Vendor shall be required to pay prevailing wage for any portions of its proposal constituting a public work.
- 5.5. **Work Scheduling and Completion.** Owner requires that the work of this contract be completed as quickly as possible. Consideration will be given to time of completion when reviewing the Proposals. The Proposal must confirm that Vendor is able to comply with the following phasing and timeframes.
- 5.5.1. 40 working days, also to include training on use of the new system by vendor for the owner.
6. **Contract Documents.** The successful Vendor will be expected to enter into a contract substantially in the form attached as Exhibit B. Vendor may submit its own contract forms as part of a proposal but any such contract terms will be subject to revision by the District.
7. **Award Criteria.** The award will be based upon the proposal that is determined to be the most advantageous to District. The criteria that will be used to evaluate proposals may include, but are not limited to the following:
- 7.1. Price 60%
- 7.2. Ability to comply with Work Schedule and Timelines 20%
- 7.3. Availability of Parts and Services and support following installation 10%
- 7.4. Experience and Reputation of Vendor 10%
8. **RFP Terms and Conditions.**
- District reserves the right to reject any or all proposals, to waive minor irregularities in any proposals or in the RFP process, and to accept any proposal presented which meets or exceeds the RFP requirements and which District deems to be in the best interest of District. District reserves the right to accept the proposals from the Vendor that best meets the interest of District. This may or may not be the proposal with the lowest price.
- 8.1. District reserves the right to request clarification of information submitted, and to request additional information from any Vendor.

- 8.2. District reserves the right to retain the services of the next most qualified Vendor, if the successful Vendor for any reason is unable to or refuses to provide services when specifically requested by the District.
- 8.3. District shall not be responsible for any costs incurred by the Vendor in preparing, submitting or presenting its response to the RFP.
- 8.4. All received proposals are subject to the Washington State Public Records Act, Chapter 42.56 RCW. Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. If the District receives a public record request for any information that the Proposer has designated as proprietary, the District's sole obligation will be to notify the Proposer that a request has been received and that the District will release such information within ten business days of notifying the Proposer unless Proposer obtains a court order enjoining disclosure under RCW 42.56.540.

9. Other Information.

- 9.1. **Equal Opportunity Employment:** The successful Vendor must comply with Washington State equal opportunity requirements. District is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.
- 9.2. **Insurance Requirements:** The selected Vendor shall maintain insurance that is sufficient to protect the Vendor's business against all applicable risks in a manner acceptable to District.
- 9.3. **Non-Endorsement:** As a result of the selection of a vendor to supply the Equipment to District, the Vendor agrees to make no reference to District in any literature, promotional material, brochures, sales presentation or the like without the express written consent of District.
- 9.4. **Non-Collusion: Submittal** and signature of a proposal swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Vendor has not induced or solicited others to submit a sham offer, or to refrain from proposing.
- 9.5. **Compliance with Laws and Regulations:** The Vendor that is retained to provide the Equipment to District under this RFP shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the all work performed. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

10. Publication.

Name of Publication: **Everett Herald**

Date: **2/11/26**

Posted on District Web site on **2/11/26**

EXHIBIT A

BAS

- 1 **Existing Systems:** The BAS must be compatible with ASSA ABLOY's IN120 Intelligent Wi-Fi Integrated Locks and integrate with a system that works with Mercury Access Control hardware. See the information for IN120 and Mercury below:
 - 1.1 **IP Enabled Wireless Integrated Card Reader Mortise Locks:** IP enabled WiFi™ technology ANSI/BHMA A156.13 Grade 1 mortise lockset with integrated card reader, deadbolt monitoring, and request-to-exit and door position switch signaling in one complete unit. Motor driven locking/unlocking control of the lever handle trim, 3/4" deadlocking stainless steel latch, and 1" hardened steel deadbolt (optional). Lock is U.L listed and labeled for use on up to 3 hour fire rated openings. Available with or without keyed high security cylinder override.
 1. Wireless access control mortise locks interface using field replaceable IEEE 802.11b/g/n 2.4 GHz wireless radio connection to an Ethernet Local Area Network (LAN), facilitating central control via a Software Development Kit (SDK). Locks will continue to operate independently of an Ethernet (LAN) connection slowdown or failure.
 2. Fully encrypted AES 128 wireless communication between IP enabled lock and access control system via the Software Development Kit (SDK). .
 3. Integrated card reader supports HID® 125kHz proximity credentials; or ISO 14443 A/B and ISO 15693 13.56 MHz contactless credentials: HID® iCLASS (full authentication, all formats), MIFARE Classic, DESFire EV1 (full authentication, all formats); or Near Field Communications (NFC), or Bluetooth Smart-enabled mobile phones.
 4. Optional push-button keypad for PIN only usage or dual authentication requirements.
 5. Configuration: Locks require a minimum of 2,400 user codes and the ability to audit the last 10,000 transactions. Programmable for time zone periods, holidays, and automatic unlock (with or without first entry).
 6. Power Source: 6 AA alkaline batteries with LED indication of locked, programming mode and low capacity warning status conditions.
 7. Energy Efficient Design: Provide lock bodies which have a holding current draw of 15mA maximum, and can operate on either 12 or 24 volts. Locks are to be field configurable for fail safe or fail secure operation.

8. Complete installation to include Software Development Kit (SDK), and network and lock configuration CD tool kit for initial lock set-up. Electronic on-line access control system platform, including communication cabling and software, by others.

1.2 IP Enabled Wireless Integrated Card Reader Cylindrical Locks: IP enabled WiFi™ technology ANSI/BHMA A156.2 Grade 1 cylindrical lockset with integrated card reader and request-to-exit signaling in one complete unit. Separate DPS connects directly to lock electronics for door position (open/closed status) monitoring. Motor driven locking/unlocking control of the lever handle trim with 1/2" deadlocking stainless steel latch. Lock is U.L listed and labeled for use on up to 3-hour fire rated openings.

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5. Configuration: Locks require a minimum of 2,400 user codes and the ability to audit the last 10,000 transactions. Programmable for time zone periods, holidays, and automatic unlock (with or without first entry).
6. Power Source: 6 AA alkaline batteries with LED indication of locked, programming mode and low-capacity warning status conditions.
7. Complete installation to include Software Development Kit (SDK), and Lock Management Tool (LMT) kit for initial lock set-up. Electronic on-line access control system platform, including communication cabling and software, by others.

1.3 Mercury Access Control Hardware LP1502:

1. The family of intelligent controllers and peripheral interface devices must provide an open architecture family of products that enables a choice of host software system vendor without replacement of hardware.
2. The Linux based intelligent controller must provide decision making, event reporting, and database storage as a hardware platform. Two reader

interfaces must provide control for two doors in addition to supporting an additional 62 doors, paired and or alternate reader configurations with peripheral interface devices.

3. The controller must communicate with the host via on-board 10BaseT/100BaseTX Ethernet port and support TLS encryption as a minimum security implementation.
4. The intelligent controller must be capable of elaborate processes and procedures without host intervention. Once configured, the intelligent controller must function independently of the host, and must be capable of controlling access, managing alarms, interfacing with an array of hardware devices, all while providing the decision-making oversight that each system configuration requires.
5. The intelligent controller must provide centralized biometric template management and support a wide range of reader technologies, including OSDP, Wiegand, magnetic stripe and biometric.
6. Two physical barriers must be controlled. Each reader port must accommodate a read head that utilizes OSDP (RS-485), OSDP SC, Wiegand, magnetic stripe, or F2F protocol/electrical signaling standards, one or two wire LED controls, and buzzer control.
7. Controller must support, as a minimum the following open standards, PSIA Area Control, SNMPv3/v2c, OSDP and OSDP SC.
8. The controller must utilize a cryptographic module, like OpenSSL FIPS Object Module RE, that is validated to FIPS 140-2 thus providing a certified implementation of TLS.

1.4 Mercury Access Control Hardware MR52:

1. The family of intelligent controllers and peripheral interface devices must provide an open architecture family of products that enables a choice of host software system vendor without replacement of hardware.
2. The peripheral interface device shall control two physical barriers and up to four readers (using OSDP).
3. The peripheral interface device shall support a wide range of reader technologies and protocol/electrical signaling standards, including OSDP (RS-485), OSDP SC (RS-485), Wiegand (TTL), magnetic stripe, F/2F and biometric. Wiegand and magnetic strip protocols must support one or two wire LED controls, and buzzer control.
4. The reader ports of the peripheral interface device shall be capable of supporting multi-dropped OSDP readers.

5. The peripheral interface device shall be able to utilize a cryptographic module that can encrypt/decrypt communication with the intelligent controller, supporting AES encryption using a minimum 256 bit key length.
 6. The peripheral interface device shall utilize a crypto memory chip that provides hardened protection of secrets such as OSDP secure channel keys.
- 2 **New Hardware:** Any New Hardware must adhere to the following wireless access control standards:
- 2.1 **Wireless Access Control Mortise Locks:** Wireless technology ANSI/BHMA A156.13 Grade 1 mortise lockset with integrated card reader, deadbolt monitoring, and request-to-exit and door position switch signaling in one complete unit. Motor driven locking/unlocking control of the lever handle trim, 3/4" stainless steel latch, and optional 1" deadbolt with hardened inserts. Lock is U.L listed and labeled for use on up to 3-hour fire rated openings. Available with or without keyed high security cylinder override.
1. Wireless access control lock interface using local wireless connection between the lock unit and a nearby communication hub. Communication hub connected via RS-485 or Wiegand to a new or existing online electronic access control system platform.
 2. Fully encrypted AES 128 wireless communication between lock and communication hub (IEEE 802.15.4, 2.4 GHz) with no proprietary programming device requirements. Locks will continue functional operation independent of wireless connection slowdown or failure.
 3. Integrated card reader supports 125kHz proximity credentials; 13.56 MHz contactless credentials: HID® iCLASS (full authentication, all formats, including SEOS), Mifare Classic (Sector and UID), DESFire, NFC-enabled mobile phones.
 4. Where keypad is indicated in hardware sets, provide a keypad that supports PIN only or dual authentication for entry.
 5. Support for HID Mobile Access via Bluetooth Low Energy (BLE) short-range wireless communication.
 6. Lockdown capability with maximum 10 second response.
 7. Patent pending credential cache to ensure offline access.
 8. Power Source: 6 AA alkaline batteries power supply with LED indication of locked, programming mode and low-capacity warning status conditions.
 9. Energy Efficient Design: Provide lock bodies which have a holding current draw of 15mA maximum, and can operate on either 12 or 24 volts. Locks are to be field configurable for fail safe or fail secure operation.

10. Outside lever rigid except when valid user code is entered. Emergency override access capability with optional mechanical key cylinder retraction of lock latch bolt without necessary electronic activation.
 11. Communication Hub: Provide the necessary number of hubs which is connected to the access control system via RS-485 or Wiegand as required by the system. Provide hubs factory paired with the locks, but allow for field configuration as needed.
 12. Complete installation to include manufacturer's Installation Tool and USB Radio Dongle for initial lock set-up and configuration. Electronic on-line access control system platform, including communication cabling and software, by others.
- 2.1 **Wireless Access Control Cylindrical Locks:** Wireless technology ANSI/BHMA A156.2 Series 4000 Grade 1 cylindrical lockset with integrated card reader and request-to-exit signaling in one complete unit. Separate DPS connects directly to lock electronics for door position (open/closed status) monitoring. Motor driven locking/unlocking control of the lever handle trim with 1/2" deadlocking stainless steel latch. Lock is U.L listed and labeled for use on up to 3 hour fire rated openings.
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12. Complete installation to include manufacturer's Installation Tool and USB Radio Dongle for initial lock set-up and configuration. Electronic on-line access control system platform, including communication cabling and software, by others.

EXHIBIT B
PUBLIC WORKS CONTRACT FORM
PUBLIC WORKS CONTRACT

This Contract is entered into between Snohomish Regional Fire and Rescue, a Washington municipal corporation, referred to as "Owner", and _____, referred to as "Contractor."

In consideration of the following terms and conditions and those contained in the documents incorporated by reference and made a part of this Contract, the parties agree as follows:

1. THE PROJECT

- 1.1. The Contractor shall perform all work and furnish all tools, materials, labor and equipment for the Owner and all work associated with the project entitled: [PROJECT DESCRIPTION] "Project."
- 1.2. The Project shall be performed in accordance with this Public Works Contract and the following Contract Documents; Owner Scope of Work Exhibit 1, Contractor's Proposal, Exhibit 2, Minimum Wage Affidavit Exhibit 3, Public Works Certification Exhibit 4 and all other forms and documents referenced in such documents which are hereby referred to as the Contract Documents and by this reference are made a part of this Contract.
- 1.3. The Contract Documents shall be read together. Unless otherwise specified in this Agreement. In the event that any of the terms of Contract Documents conflict with each other, the following shall be the order of precedence:
 - 1.3.1. The terms of this Document entitled "Public Works Contract" shall take precedence over the terms of Exhibits 1, and 2. The terms of Exhibit 1 shall take precedence over the terms of Exhibit 2. Any conflicts in the contract documents shall be brought to the attention of the Owner.
- 1.4. The Contractor will begin work within xx calendars days after the date of the written Notice to Proceed and be substantially completed within xx calendar days and fully completed within an additional xx calendar days. If the Project is not completed within the time specified, the Contractor agrees to pay to the Owner liquidated damages in accordance with the provisions contained in the Contract Documents. The Contractor shall provide and bear all expense of all equipment, work, and labor of any sort whatsoever that may be required for the materials and for constructing and completing the Project provided for in this Contract, except for those noted in the specifications to be furnished by the Owner and installed by Contractor.
- 1.5. The Contractor shall provide and bear all expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Project provided for in the Contract Documents and every part thereof, except as mentioned in the specifications to be furnished by the Owner.

- 1.6. Owner agrees to use its best efforts to allow Contractor full access and use of the premises as necessary for Contractor to perform the work required to complete the Project with minimal interruption or interference from Owner's personnel and activities.
- 1.7. The Contractor shall guarantee the materials and work for a period of one year after completion of the Project.
- 1.8. The Contractor is responsible for complying with all Federal, State, and local regulations affecting the Project including but not limited to Chapter 70.86 RCW, Chapter 296-305 WAC and Chapter 296-24WAC.

2. COMPENSATION

- 2.1. The Contractor shall provide monthly statements which shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the statement.
- 2.2. Statements received by the 10th day of the month and approved by the Owner will be processed for payment the same month.
- 2.3. The Owner's representative shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of Contractor's statements and shall issue to the Owner certification for payment.
- 2.4. All progress payments shall be subject to withholding of the retained percentage as provided herein.
- 2.5. Washington State Sales Tax shall be included on each statement submitted by the Contractor.

3. CONTRACT SUM

- 3.1. The Owner shall pay the Contractor for the full performance of the Contract the sum of \$, plus applicable Washington State sales tax. This amount shall be paid through monthly statements as provided in Article 2.
- 3.2. Final payment constituting the entire unpaid balance of the Contract sum, subject to the withholding of retained percentage as provided herein, shall be made by the Owner to the Contractor when:
 - 3.2.1. The Project has been completed and approved and accepted by the Owner.
 - 3.2.2. A final statement has been submitted to the Owner by the Contractor.

4. LIQUIDATED DAMAGES

- 4.1. If the Project is not completed within the specified time period, because of difficulty in computing the actual damages to the Owner arising from any delay in completing this Contract, it is determined in advance and agreed by the parties that the Contractor shall pay the Owner the amount of \$200.00 per calendar day that the Project remains uncompleted after expiration of the specified time for completion. The parties agree that

this amount represents a reasonable forecast of the actual damages that the Owner will suffer by failure of the Contractor to complete the Project within the agreed time period. The execution of this Contract shall constitute acknowledgment by the Contractor that the Contractor has ascertained and agrees that the Owner will suffer actual damages in the above amount for each day during which the completion of the Project is delayed beyond the agreed completion date. In the event of construction delays beyond the control of the Contractor the completion date will be extended by an equivalent number of days provided that the Contractor notifies the Owner of the cause of the delay, in writing, within 24 hours of the beginning of the delay.

5. SUBCONTRACTOR RESPONSIBILITY (RCW 39.06.020)

- 5.1. The Contractor shall include the language of this section in each of its first tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of subcontractor's subcontracts adjusting only as necessary the terms used for the contracting parties. On request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that each subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- 5.2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - 5.2.1. At the time of Bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW;
 - 5.2.2. Have a current Washington State unified business identifier number;
 - 5.2.3. Have industrial insurance coverage for the subcontractor's employees working in Washington as required in Title 51 RCW; an employment security Department number as required in Title 50 RCW; a state excise tax registration number as required in Title 82 RCW; an electrical contractor license, if required by Chapter 19.28 RCW; an elevator contractor license, if required by Chapter 70.87 RCW; and
 - 5.2.4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
 - 5.2.5. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

6. INDEMNIFICATION AND HOLD HARMLESS

- 6.1. The Contractor shall indemnify, defend and save the Owner and its commissioners, officers, employees and agents harmless from any and all claims and risks and losses, damages, demands, suits, judgments and attorney's fees or other expenses of any kind on account of or relating to injury to or death of any and all persons or on account of all

property damage of any kind, or in any manner connected with the work performed under this Contract, or caused in whole or in part by the Contractor, a subcontractor or their property, employees or agents during performance of the work or at any time before final acceptance, except only for those losses resulting from the sole negligence of the Owner with regard to activities within the Contractor's scope of work

- 6.2. 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 Owner, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- 6.3. In an arbitration or lawsuit with respect to this hold harmless provision, the Contractor shall prepare and defend that lawsuit at its own cost and expense. If judgment is rendered or settlement made requiring payment of damages by the Owner, its officers, agents, employees and volunteers, the Contractor shall pay the same.

7. INSURANCE

- 7.1. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-VII or higher in the A.M. Best's Key Rating Guide. The Owner reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- 7.2. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated in Section 7.3.
- 7.3. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this Contract, and the Contractor shall annually provide the Owner with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Owner to assure financial responsibility for liability for services performed.
- 7.4. The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Owner. Any insurance, self-insurance, or self-insured pool coverage maintained by the Owner shall be excess of the Contractor's insurance and shall not contribute with it.

- 7.5. The Contractor and the Owner waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.
- 7.6. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Owner may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the Contractor from the Owner.
- 7.7. The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Owner's recourse to any remedy available at law or in equity. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.
- 7.8. The Contractor shall provide the Owner and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- 7.9. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Owner.
- 7.10. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.
- 7.11. All insurance policies, with the exception of Workers Compensation, shall name the following listed entities as additional insured(s):
- 7.11.1. The Owner and its officers, elected officials, employees, agents, and volunteers;
- 7.11.2. The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes limits lower than those maintained by the Contractor.
- 7.12. The Contractor shall furnish the Owner with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the Owner a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the Owner, the Contractor shall

furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

7.13. The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Owner is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

7.14. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

8. TYPES OF INSURANCE REQUIRED

8.1. The Contractor's required insurance shall be of the types and coverage as stated below:

8.1.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

8.1.2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Owner shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Owner using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

8.1.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

9. MINIMUM AMOUNTS OF INSURANCE

9.1. The Contractor shall maintain the following insurance limits:

9.1.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

- 9.1.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- 9.1.3. If the Contractor maintains higher insurance limits than the minimums shown above, the Owner shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Owner evidences limits of liability lower than those maintained by the Contractor.

10. CHANGE ORDERS

- 10.1. The Owner reserves the right to make, at any time during the Project, such changes in quantities and such alterations in the Project as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered. Among others, these changes and alterations may include:
 - 10.1.1. Deleting any part of the Project,
 - 10.1.2. Increasing or decreasing quantities,
 - 10.1.3. Altering specifications, designs, or both,
 - 10.1.4. Altering the way the Project is to be done,
 - 10.1.5. Adding new work to the Project,
 - 10.1.6. Altering facilities, equipment, materials, services, or sites, provided by the Owner.
 - 10.1.7. Ordering the Contractor to speed up or delay the Project.
- 10.2. The Owner will issue a written change order for any change. If the alterations or changes in quantities significantly change the character of the Project under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Owner may determine to be fair and equitable.
- 10.3. The Contractor shall proceed with the work upon receiving:
 - 10.3.1. A written change order approved by the Owner.
- 10.4. The Contractor accepts all requirements of a change order by:
 - 10.4.1. endorsing it,
 - 10.4.2. writing a separate acceptance, or
 - 10.4.3. not protesting in the way this section provides.
- 10.5. A change order that is not protested as provided in this section shall be full payment and final settlement of all claims for contract time and for all costs of any kind, including costs of delays, related to any work either covered or affected by the change. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the Owner any written or oral order (including directions, instructions,

interpretations, and determinations). By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work.

10.6. The Contractor may protest change orders or other claims as provided below:

10.6.1. If the Contractor disagrees with anything required in a change order or another written order from the Owner, including any direction, instruction, interpretation, or determination by the Owner, the Contractor shall:

10.6.2. Immediately give a signed written notice of protest to the Owner before doing the work specified in the change order or within fourteen (14) calendar days of the occurrence of an event or events giving rise to a claim, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to a claim, whichever occurs first;

10.6.3. Supplement the written protest within 15 calendar days with a written statement providing the following:

- (a) The date of the protested order or claim
- (b) The nature and circumstances which caused the protest or claim;
- (c) The contract provisions that support the protest or claim;
- (d) The estimated dollar cost, if any, of the protested or claimed work and how that estimate was determined; and
- (e) An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and

10.7. If the protest is continuing, the information required above, shall be supplemented as requested by the Owner. In addition, the Contractor shall provide the Owner, before final payment, a written statement of the actual adjustment requested. Throughout any protested work, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Owner access to these and any other records needed for evaluating the protest as determined by the Owner. The Owner will evaluate all protests provided the procedures in this section are followed. If the Owner determines that a protest is valid, the Owner will adjust payment for work or time. No adjustment will be made for an invalid protest.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF PROTEST OR CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY PROTEST OR CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THE UNDERLYING CHANGE ORDER OR CLAIM OR CAUSED BY THAT DELAY.

10.8. In spite of any protest or claim, the Contractor shall proceed promptly with the work as the Owner orders.

11. CLAIMS

11.1. The Contractor shall give written notice to the Owner of all claims other than change orders within five (5) calendar days of the occurrence of events giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim

is made in strict accordance with the applicable provisions of this Agreement. At a minimum, a Contractor's written claim must include the information required for a Change Order protest.

11.2. FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

11.3. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

12. TERMINATION

12.1. If Contractor breaches any of its obligations under this Contract and fails to cure the same within five (5) days of written notice to do so, the Owner may terminate this Contract, in which case the Owner shall pay the Contractor cost incurred to date of written notice.

12.2. The Owner may terminate this Contract upon ten (10) days written notice to the Contractor for any reason and without cause in which case the Owner shall pay the Contractor for costs incurred to the date of written notice.

13. PREVAILING WAGES

13.1. The Contractor shall pay prevailing wages and shall comply with chapter RCW 39.12 and chapter 49.28 RCW. A Notice of Intent to Pay Prevailing Wages and prevailing wage rates for the Project must be posted on the Project site. At the conclusion of the Contract, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Contract shall be withheld until certification by the director has been received by the Owner that the prevailing wage requirements of the statute have been satisfied. The Contractor certifies that it has not been cited for two violations within the last five (5) years and is not prohibited from bidding on public works contract. The Contractor further certifies that it will use no sub-contractor who is prohibited.

13.2. Prevailing Wages for the county in which the Project is located can be found at: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

14. BOND AND RETAINED PERCENTAGE

14.1. Bond and Retained Percentage requirements (check appropriate box):

14.1.1. _____ Owner waives the Performance Bond and Retained Percentage (**only if contract sum is under \$5,000.00**).

14.1.2. _____ Owner waives the Performance Bond and Contractor agrees to a 10% retained percentage (**only if contract is under \$150,000**).

14.1.3. _____ Performance Bond is Required and Owner waives retained percentage **(only if contract is under \$350,000).**

14.1.4. _____ Performance Bond and retained percentage are required **(Required if contract is over \$350,000 optional for contracts under \$350,000).**

14.2. Retained Percentage Requirements

14.2.1. If retained percentage has not been waived a sum of 5 percent of the monies earned by the Contractor will be retained from all Contractor payments (10 percent if contract is under \$150,000 and Performance Bond has been waived).

14.2.2. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Title 82 RCW, and (2) the claims of any person arising under the Contract.

14.2.3. Monies retained under this Section shall be retained in a fund by the Owner unless Contractor elects for an alternative method of holding the retainage as provided under RCW 60.28.

14.2.4. The Contractor agrees to notify Owner within five (5) days of the receipt of any of the following:

- (a) Notification that a lien may be claimed by any person, firm or corporation furnishing materials, supplies or equipment to any subcontractor for work on the project in accordance with RCW 60.28.015.
- (b) Notification by the Department of Labor and Industries of any proceedings, complaint or investigation conducted under the provisions of RCW 39.12.065.
- (c) The retained percentage may be held by Owner until all claims and proceedings referred to above have been resolved to the satisfaction of Owner.
- (d) In the event the retainage is insufficient to cover payment of the items set forth in this Section, Contractor shall be liable for all such insufficiencies and all costs incurred by Owner, including attorney fees, to recover such insufficiencies.

14.2.5. If retained percentage has been waived Contractor expressly agrees that Contractor shall be strictly liable for any and all failures to pay the State with respect to taxes imposed pursuant to Title 82 RCW, and (2) the claims of any person arising under the Contract, including attorney fees incurred by Owner, to enforce this obligation.

15. PROJECT SAFETY.

15.1. The Contractor shall be solely and completely responsible for safety conditions on the job site, including the safety of all persons and property during performance of the work to complete the Project. The services of Owner's employees or the Owner's agents or Consultant's personnel in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding or trenching, or safety measures in, on or near

the construction site. The Contractor shall provide safe access for the Owner and its inspectors to adequately inspect the quality of work and the conformance with project specifications.

15.2. Contractor is responsible for locating any underground utilities affected by the Project and is deemed to be an excavator for purposes of chapter 19.122 RCW. Contractor shall be responsible for compliance with chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities. Contractor is also responsible for ensuring adequate trench safety and compliance as required by the Washington State Industrial and Health Act. The Contractor shall be responsible to notify, pay for and coordinate Contractor's work with One Call service at 456-8000.

15.3. All work shall be performed to comply with all county, state and federal safety regulations. Barricades, signs, guards and warning lights shall be installed around the construction site necessary to protect persons from injury. Security fencing is required until the project site is secure and all openings are lockable.

16. CONTRACTOR RECORDS

16.1. Contractor agrees to make all project related books and records available to the Owner for inspection, review, photocopying and audit in the event of a Contract related dispute, claim, modification or other Contract related action at reasonable times and at places designated by the Owner.

17. DEFECTIVE OR UNAUTHORIZED WORK

17.1. The Owner reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this contract, and extra work and materials furnished without the Owner's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the Project, the Owner may complete the Project by contract or otherwise, and the Contractor shall be liable to the Owner for any additional costs incurred by the Owner. "Additional costs" means all reasonable costs incurred by the Owner, including legal costs and attorneys' fees, beyond the maximum contract price under this Agreement. The Owner further reserves the right to deduct the cost to complete the Project, including any additional costs, from any amounts due or to become due to the Contractor

18. DISPUTE RESOLUTION

18.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days of a party notifying the other parties in writing that a dispute exists "Dispute Notice." The participating parties shall share equally the costs of mediation and each participating party shall be responsible for its own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

18.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 45 calendar days of the Dispute Notice or within 30 days of end of the mediation, either party may submit the dispute to binding arbitration according to the

procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Superior Court as amended, located in the county in which the Project is located, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with all participating parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. The prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the arbitrator.

18.3. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the Superior Court of the County in which the Project is located. The court shall determine all questions of law and fact without empaneling a jury for any purpose.

18.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

18.5. The prevailing party in any action to enforce the terms of this contract, in addition to costs, shall be entitled to reasonable attorney's fees and expenses of arbitration including expert witness fees, paralegal costs and copying costs as determined by the arbitrator or court including costs and fees incurred on appeal.

19. SUSPENSION OF THE WORK

19.1. The Owner may, at any time suspend the Project, or any part thereof, by giving notice to the Contractor in writing. The work shall be resumed by the Contractor within fourteen (14) calendar days after the date fixed in the written notice from the Owner to the Contractor to do so. The Owner shall not reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

19.2. Suspension of the Project by the Owner shall not furnish any ground for claim by the Contractor for damages or extra compensation, but the period of such suspensions shall be taken into consideration in determining the revised date for completion as hereinafter provided. The Contractor shall not suspend work under the contract without the written order of the Owner as stated in the preceding paragraph. The Contractor will be required to work a sufficient number of hours per day in order to complete the project within the days specified. The Owner shall determine the question as to the necessity of discounting any portion of the Project by reason of unfavorable weather conditions.

19.3. Upon failure of the Contractor to carry out the orders of the Owner or to perform work under the contract in accordance with its provisions, the Owner may suspend the work for such period, as Owner deems necessary. Time lost by reason of such failure or in replacing improper work or materials shall not furnish any ground to the Contractor for claiming an extension of time or extra compensation and shall not release the Contractor from damages of liability from failure to complete the work within the time prescribed.

20. USE OF COMPLETED PORTION OF PROJECT

20.1. The Owner shall have the right to take possession of and use any completed or partially completed portions of the Project, notwithstanding that the time may not have expired for completing the entire Project. Such taking possession and use shall not be deemed to be completion of the contract in respect to such work nor shall the same be deemed to be any acceptance of any work not completed in accordance with the Contract Documents.

21. AUTHORITY OF OWNER'S CONSULTANT

21.1. The Owner may designate an Architect, Engineer or other consultant as the Owner's Consultant at any time under this Contract. In the event the Owner designates such a Consultant, the Consultant shall have the following express authority plus any additional authority granted by the Owner in writing during the performance of this Agreement by Contractor:

21.1.1. The Consultant shall act as advisor and Consultant to the Owner in matters relating to the contract administration and interpretation, PROVIDED, HOWEVER, nothing contained herein or elsewhere in the Contract Documents shall be construed as requiring the Consultant to direct the method or manner of performing any work by the Contractor under this contract.

21.1.2. It is understood and agreed by and between the parties hereto that the Project included in the contract is to be done to the complete satisfaction of the Owner and Consultant and that the decision of the Owner and Consultant as to the true construction and meaning of the contract, plans, specifications and estimates and as to all questions arising as to proper performance of the work to complete the Project shall be final. The Consultant shall determine the unit quantities and the classifications of all work done and material furnished under the provisions of this agreement and Consultant's determination thereof shall be final and conclusive and binding upon the Contractor.

21.1.3. The Consultant shall decide any and all questions that may arise as to the quality or acceptability or materials furnished and work performed and as to the rate of progress of the Project, and questions as to acceptable fulfillment and performance of the contract on the part of the Contractor and as to compensation. The decision of the Consultant in such matters shall be final. The Consultant may direct the sequence of conducting work when it is in locations where the Owner is doing work either by contract or by its own forces, or where such other works may be affected by the contract, in order that conflict may be avoided and the work under these specifications be harmonized with that under other contracts, or with specifications be harmonized with that under other contracts, or with other work being done in connection with, or growing out of, operations of the Owner. Nothing herein contained, however, shall be taken to relieve the Contractor of any of its obligations or liabilities under the contract.

21.1.4. The Consultant shall not have authority to waive the obligation of the Contractor to perform the Project work in accordance with the Contract Documents. Failure or omission on the part of the Consultant to condemn unsuitable, inferior or defective work and /or labor and material or equipment furnished under the

contract shall not release the Contractor or Contractor's bond from performing the Project in accordance with the Contract Documents.

21.1.5. Determination of "OR EQUAL". The Consultant will be the sole judge in the question of "or equal" of any supplies of materials proposed by the Contractor. The Contractor shall pay to the Owner the cost of test and evaluations by the Consultant to determine acceptability of alternates proposed by the Contractor, in accordance with the established rates of the Consultant for time and expense, the total cost of which may be offset by the Owner against the contract price.

21.1.6. Inspection of Work and Materials: The Consultant will make periodic visits to the job to familiarize Consultant generally with the progress and quality of the Contractor's work. The Consultant will carry out reasonable inspections of the work to determine if it is proceeding in accordance with the Contract Documents.

21.1.7. The Consultant shall at all times have access to the Project to observe the progress and quality wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for necessary inspection and testing. If any work should be covered up without approval or consent of the Consultant, it must, if required by the Owner, be uncovered for inspection at the Contractor's expense. After inspection, the Owner may order a re-examination of questioned work, and if so ordered, the Contractor shall uncover the work. If such work is found by the Consultant to be in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs.

22. PLANS AND WORKING DRAWINGS

22.1. Upon receipt of award of contract, the Contractor shall carefully study and compare all drawings, specifications and other instructions and shall, prior to ordering material or performing work, report in writing to the Owner any error, inconsistency or omission in respect to design, mode of construction or cost which Contractor may discover. If the Contractor, in the course of this study or in the accomplishment of the Project, finds any discrepancy between the drawings and the physical condition of the locality as represented in the drawings, or any such errors or omissions in respect to design, mode of construction or cost in the drawings or in the layout as given by points and instructions, it shall be Contractor's duty to inform the Owner immediately in writing. Any work done after such discovery, until correction of drawings or authorization of extra work is given, if the Owner finds that extra work is involved, will be done at the Contractor's risk. If extra work is involved, the procedure shall be as provided in changes in the Project.

22.2. Conformity With and Deviations From Plans and Stakes: The Contractor shall preserve benchmarks, reference points and stakes, and in case of destruction or removal thereof for any reason, the Contractor is responsible for the resulting cost for replacement and shall be responsible for any mistakes and loss or damage arising therefrom which may be caused by absence, destruction, removal or disturbance thereof.

23. FINAL ACCEPTANCE

23.1. All material and completed work are subject to final inspection by the Owner.

23.2. Completion and/or Correction of Work and Remedies Before Final Payment: If the Contractor should neglect to prosecute the work properly and/or fail to perform any provision of this contract, the Owner after seven (7) calendar days' written notice to the Contractor, may, without prejudice to any other remedy Owner may have, make good such deficiencies and deduct the cost thereof from payments then or thereafter due the Contractor.

23.3. The Contractor shall promptly remove from the construction site all materials condemned by the Owner as failing to conform to the contract, whether incorporated in the Project or not; and the Contractor shall promptly replace and re-execute the work in accordance with the intent of the contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such condemned work and material within the period herein above described, the Owner may remove and store any such material at the expense of the Contractor. If the Contractor does not pay the cost of such removal within ten (10) calendar days from the date the notice to the Contractor of the fact of such removal, the Owner may, upon an additional ten (10) calendar days' written notice, sell such materials at public or private sale, and deduct all costs and expenses incurred, including costs of sale, accounting to the Contractor for the net proceeds remaining, and the Owner may bid at any such sale. The Contractor shall be liable to the Owner for the amount of any deficiency from any funds otherwise due the Contractor.

23.4. The Contractor shall bear the risk of loss or damage for all finished or partially finished work until the Owner finally accepts the entire contract.

24. SUPERINTENDENT AND SUPERVISION

24.1. The Contractor shall keep on the construction site during progress of the Project a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in Contractor's employ. The superintendent shall represent the Contractor in Contractor's absence and all directions given to the superintendent shall be as binding as though given to the Contractor. Instructions to the Contractor shall be confirmed in writing upon Contractor's request in each case. The Contractor shall give efficient supervision to the Project, using Contractor's best skill and attention.

25. SEPARATE CONTRACT -INTERFERENCE WITH OTHER CONTRACTORS

25.1. The Owner reserves the right to perform work with its own forces or to let other contracts for work under similar general conditions in connection with this project, of which the work is awarded to one or more contractors under separate contract is a part. The Contractor shall afford the Owner and other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their respective work and shall properly connect and coordinate Contractor's work with theirs.

26. GENERAL CONTRACTOR RESPONSIBILITIES

26.1. Permits, permission under franchises, licenses and bonds of a temporary nature necessary for and during the prosecution of the Project, and inspection fees in

connection therewith shall be secured and paid for by the Contractor. Where the Owner is required to secure such permits, permission under franchises, licenses and bonds against the Contractor the Owner may offset the costs incurred against the contract price.

26.2. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work required by the Contract Documents. If the Contractor observes that the Contract Documents, or any part thereof, are inconsistent or at variance therewith, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be made as provided in the contract for changes in Project. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations or prior to obtaining permits, permission under franchises, licenses and/or bonds as required to be furnished by or obtained by the Owner, Contractor does so at Contractor's own risk and without payment or reimbursement from Owner unless Owner shall have given written approval thereof to the Contractor.

26.3. The Contractor shall continuously maintain adequate protection of the Project from damage and shall protect the Owner's property from injury or loss arising in connection with or during the existence of this contract. Contractor shall make good any such damage, injury or loss, except such as may be directed due to errors in the Contract Documents or caused by agents or employees of the Owner. Contractor shall adequately protect adjacent property from loss or damage occasioned by performance of the work. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

27. WARRANTY

27.1. Upon acceptance of the contract work, contractor must provide the Owner a one-year warranty bond in a form and amount acceptable to the Owner. The contractor shall correct all defects in workmanship and materials within one (1) year from the date of the Owner's acceptance of the contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the Project shall extend for one (1) year from the date such correction is completed and accepted by the Owner. The contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the Owner of the defect. If the contractor does not accomplish the corrections within a reasonable time as determined by the Owner, the Owner may complete the corrections and the contractor shall pay all costs incurred by the Owner in order to accomplish the correction.

28. LIMITATION OF ACTIONS

28.1. **CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.**

29. MISCELLANEOUS PROVISIONS

- 29.1. Independent Contractor. The parties intend that the Contract Document will create an independent contractor relationship.
- 29.2. Nondiscrimination. In the hiring of employees for the performance of work under the Contract Documents the Contractor, its subcontractors, or any person acting on behalf of Contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- 29.3. Compliance with Laws. Contractor shall comply with all federal, state and local laws, rules and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by the Contract Documents or accruing out of the performance of those operations.
- 29.4. Work Performed at Contractor's Risk. Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the Project. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the Project.
- 29.5. Nonwaiver of Breach. The failure of the Owner to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.
- 29.6. Governing Law. The Contract Documents shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the Owner and Contractor under any of the provisions of the Contract Documents, resolution of that dispute shall be available only through the jurisdiction, venue, and rules of the Superior Court of the County in which the Project is located.
- 29.7. Written Notice. All communications regarding the contract shall be sent to the parties at the addresses listed on the signature page of the contract, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in the contract.
- 29.8. Assignment. Any assignment of this contract by the Contractor without the written consent of the Owner shall be void.
- 29.9. Modification. No waiver, alteration, or modification of any of the provisions of the Contract Documents shall be binding unless in writing and signed by a duly authorized representative of the Owner and Contractor.
- 29.10. Severability. If any one or more sections, sub-sections, or sentences of the contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of the contract and the remainder shall remain in full force and effect.

29.11. Entire Agreement. The written provisions and terms of the Contract Documents, which include these General Conditions as well as the mechanical, electrical, and structural consultants' specifications, provisions, and plans, together with any attached exhibits, supersede all prior verbal statements by any representative of the Owner, and those statements shall not be construed as forming a part of or altering in any manner the Contract Documents. The Contract Documents and any attached Exhibits contain the entire agreement between the parties. Should any language in any Exhibit to the Contract Documents conflict with any language contained in the Contract Documents, the terms of the Contract Documents shall prevail.

Owner

Contractor

By: _____

By: _____

Contractor Reg. No. _____

UBI Number: _____

Dated: _____

Dated: _____

EXHIBIT 1 – OWNER SCOPE OF WORK

EXHIBIT 2 - CONTRACTORS PROPOSAL

EXHIBIT 3

MINIMUM WAGE AFFIDAVIT FORM

I, the undersigned, having duly sworn, deposed, say and certify that in connection with the performance of the work of this project, I will pay each classification of laborer, workman, or mechanic employed in the performance of such work not less than the prevailing rate of wage or not less than the minimum rate of wage as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

NAME OF BIDDER'S FIRM

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF BIDDER

EXHIBIT 4

PUBLIC WORKS CERTIFICATIONS

1. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.
2. The bidder hereby certifies that the bidder is in compliance with the Washington State Department of Labor and Industries Contractor Training Requirement established by RCW 34.04.350 or is exempt from such requirements.
3. The bidder hereby certifies that the bidder is not subject to revocation of a minor work permit RCW 49.12.390(4).

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

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State