

**CASCADE WATER ALLIANCE  
PUBLIC WORKS PROJECT  
INVITATION TO BID**

**PROJECT TITLE: Fish Screen Gantry Crane Repairs (“Project”)**

**PROJECT SITE: Fish Screen Facility, 27730 Sumner Buckley Highway,  
Buckley, WA 98321 (“Project Site”)**

<b>DEADLINE FOR QUESTIONS:</b>	<b>June 1, 2021</b>
<b>BID PROPOSAL DEADLINE AND OPENING:</b>	<b>June 8, 2021 at 2:00 PM (PST).</b> In-person delivery of bids will only be accepted on June 8, 2021 between 12:00PM and 1:59PM.

**I. REQUEST FOR BID**

Notice is hereby given that Bids will be received by Cascade Water Alliance (“Cascade”), 520 112th Avenue NE, Suite 400, Bellevue, WA 98004, or electronically by Paula Anderson at [panderson@cascadewater.org](mailto:panderson@cascadewater.org) prior to the bid deadline.

Cascade seeks a Contractor to furnish all labor, service, materials, and equipment necessary to complete the Project referenced above. The work shall include, but is not limited to, furnishing all labor, service, equipment and materials necessary to perform repairs on the Fish Screen Facility 10-ton outdoor gantry crane, including:

- Replacing the control panel and wiring
- Repairing/replacing the hoist assembly
- Installing a motorized cable reel
- Replacing the festoon
- Replacing the trolley and gantry drive motors and associated equipment

Attachment A to this Invitation contains the following:

- Plans and Specifications
- Bid Submittal Checklist
- Bid Form
- Bid Bond
- Wage Payment Compliance Certification
- Supplemental Bidder Responsibility Criteria
- Construction Contract (“Contract”), including Payment and Performance Bond

**Estimated Cost:**

The estimated cost for the work is \$160,000. Cascade does not guarantee a minimum value of any contract issued as a result of this solicitation.

**Project Site Visit:**

Bidders are encouraged to inspect the Project Site. Information for making arrangements is as follows:

Contact Joe Mickelson to schedule a time to review sites: (206) 930-0211 or [jmickelson@cascadewater.org](mailto:jmickelson@cascadewater.org).

**II. INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS**

1. **Contract Documents:** The term “Contract Documents” as used herein and in the Contract means: (1) the Contract and any modifications thereto; (2) this Invitation to Bid and Attachment A hereto together with any addenda issued by Cascade before bid opening; and (3) the Plans, Specifications or other documents furnished by Cascade to define scope and/or responsibility for execution of the Work. Any conflicts between various parts of the Contract Documents shall be resolved by giving precedence to the Contract Documents in the order provided in the Contract. Substitutions of any of the Contract Documents will not be accepted during the bid process.
2. **Questions and Interpretation of Contract Documents:** Requests for an interpretation or other questions in regard to this Project shall be made in writing via email to Henry Chen, [hchen@cascadewater.org](mailto:hchen@cascadewater.org) by no later than the date set forth on page 1 of this Invitation to Bid. Any interpretation deemed necessary by Cascade will be in the form of an addendum to the Contract Documents. No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents, and any oral communication is not binding upon Cascade. Where a response or addendum from Cascade cannot be obtained prior to deadline for questions, it is understood that the Bidder has made provisions for a more costly method before submitting the Bid. Where conflicts or omissions occur in Plans, Specifications, or other related Contract Documents (such as manufacturer’s instructions, reference standards, and regulatory agencies and codes), Bidders shall assume the more stringent requirements and verify with Cascade before beginning work.
3. **Addenda:** No alteration or modification of the terms and conditions of these Contract Documents will be binding unless included in a written addendum issued and approved by Cascade. Bids shall reflect performance according to the addenda. Addenda will be posted at <http://www.bxwa.com>. All such addenda shall become part of the Contract Documents. Each Bidder shall include on the Bid Form specific acknowledgment of receipt of all addenda issued during the bidding period.
4. **Bid Form:** No Bid shall be considered except those submitted on the Bid Form included with the Contract Documents. Substitutions will not be accepted during the bid process.

Incomplete bid forms may not be accepted or considered at the discretion of Cascade. **The remainder of the Contract Documents do not have to be submitted.**

5. **Bid Guaranty:** The Bid Form shall be accompanied by a bid deposit in the amount equal to at least 5% of the Total Bid Price (“Bid Bond”). The Bid Bond shall be in one of the following formats and made payable to Cascade: (1) a bid guaranty bond, using either the form provided for herein or a form acceptable to Cascade which contains provisions substantially similar, duly completed by a guaranty company authorized to carry on business in the state of Washington; or (2) a postal money order, a certified check, or cashier's check drawn upon a banking institution with a branch office in the state of Washington. The surety signing the bid guaranty bond shall be registered with the Washington State Insurance Commissioner, and the surety's name shall appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner. Failure to submit the required Bid Bond shall render the bid non-responsive and the bid shall be rejected.

The amount payable to Cascade under the Bid Bond shall be forfeited to Cascade in case of a failure or neglect of the Bidder to furnish, execute and deliver to Cascade the required Performance and Payment Bond and evidences of insurance and to enter into, execute and deliver to Cascade the Contract on the form provided in the Contract Documents within ten (10) calendar days after being notified in writing by Cascade that the Bidder has been selected and the Contract is ready for execution by the Bidder. Forfeiture of the Bid Bond shall not limit Cascade’s right to recover damages from the Bidder caused by the Bidder’s failure to execute the Contract.

All Bid Bonds will be held until the Contract has been fully executed. Thereafter, Bid Bonds will be returned to the respective Bidders. If Cascade upholds a Bidder's claim of error, the Bidder's Bid Bond will be returned with Cascade’s final determination on the claim of error. Cascade will also return Bid Bonds if all bids are rejected.

6. **Signature:** Each Bid must be signed in longhand by the Bidder with the Bidder’s usual signature. Bids by partnership must be signed by one of the managing partners, followed by the partner’s printed name. Bids by corporations must be signed by an officer having authority to sign, followed by the officer’s printed name and position.
7. **Non-Collusion:** By bid signature Contractor certifies that the Bid is non-collusive, and not made in the interest of any person not named, and that the Contractor has not induced or solicited others to submit a sham offer, or to refrain from proposing.
8. **Submission of Bids:** To receive consideration, Bids must be received in-person, by mail, or by email prior to the specified time for opening. In order to comply with social distancing practices, Cascade will only receive bids submitted by in-person physical delivery at the location and on the date and time period listed on page 1 of this Invitation to Bid. Bids submitted by U.S. Postal Service must be received by Cascade prior to the specified time for opening. Physical bids must be in a sealed envelope addressed to Cascade, clearly marked with company name, address, telephone number, title of bid, and

time of opening. Emailed bids must be sent to the email address listed on page 1 of this Invitation to Bid. Bidders assume the risk for the method of delivery chosen. Cascade assumes no responsibility for delays caused by delivery. No oral, telephonic or facsimile Bids or modifications will be accepted or considered.

Bids remain confidential until bid opening after which Bids are considered a public record subject to public disclosure under Chapter 42.56 RCW. Bid results will be made available as soon as practical following the bid opening at the time and date specified.

Cascade is not responsible for any cost incurred in response to this Invitation to Bid.

9. **Late Bids and Modification of Bids:** Any Bid or modification of a Bid received at Cascade after the stated time and date for the bid closing will not be accepted or considered.
10. **Withdrawal of Bids:** Any Bidder may withdraw their Bid, either personally or by written request, at any time prior to the time set for the Bid submittal deadline.
11. **Bid Extension:** Cascade reserves the right to request Bidders to grant an extension of the effective period of the bid. Such grant shall not be unreasonably withheld. If a Bidder pursues a protest and/or request for reconsideration, its bid is deemed extended until Cascade executes a contract, or until the protest or request for reconsideration is withdrawn by the Bidder.
12. **Bid Opening and Postponement of Opening:** Bids shall be opened by Cascade at the date and time specified, at Cascade's office. Bidders wishing to attend the bid opening shall do so via conference call only. Access is listed as follows:

425-998-5454  
Conference line 6401  
Password 32589#

Cascade reserves the right to postpone the date and time for opening of bids at any time prior to the opening of bids.

13. **Bid Price:** The bid price shall include everything necessary to perform and complete the contract, including, but not limited to, furnishing all materials, equipment, tools, plant, and other facilities and all management, superintendent's labor and service, except as may be provided otherwise in the Contract Documents. **Bidders shall not include retail sales tax in the Bid.** The Bid shall remain in effect for sixty (60) calendar days after the bid opening. **The bid price shall include all costs necessitated by the COVID-19 pandemic, including but not limited to (i) costs to comply with current or future rules, regulations or laws concerning safety compliance and disease prevention and (ii) costs incurred due to disrupted or impacted crew activities or performance of work; provided, however, that in the event of unavoidable delay to the critical path of the Work caused by COVID-19 impacts unknown and unforeseeable at the time**

**of bid submission then Cascade will grant an appropriate extension of the Contract Time upon timely request by Contractor.**

14. **Prevailing Wages:** This project is a Public Work as defined in RCW 39.04.010. The Contractor shall comply with all state laws relating to employment and wages. The hourly wages to be paid laborers, workers, or mechanics shall not be less than the prevailing rates for an hour's work in the same trade or occupation for the county in which the Project is located. The State of Washington prevailing wage rates applicable for this public works project may be found at the following website address of the Department of Labor and Industries, and is made part of the contract: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The applicable effective date for prevailing wages for this Project is the bid submittal date.

**The filing of Prevailing Wage forms with the State Department of Labor and Industries shall be at no additional cost to Cascade.**

No payment will be made on the contract until the Contractor and each and every subcontractor has submitted a 'Statement of Intent to Pay Prevailing Wages' that has been approved by the Department of Labor and Industries. No final payment or release of any retainage will be made until the Contractor and each and every subcontractor has submitted an 'Affidavit of Wages Paid' following L&I filing requirements, and that has been approved by the Department of Labor and Industries. Intents and Affidavits must show the locations where work is performed.

Contractor and subcontractors are responsible for filing forms pursuant to L&I requirements. At time of bid these requirements were known to be as follows:

Contractor shall file an Intent to Pay Prevailing Wages upon execution of the contract. An Affidavit of Wages Paid is filed after completing each work order under the contract. A final Affidavit is to be filed by Contractor at contract close out.

A combined Intent and Affidavit form is not allowed for work under on-call, maintenance or open order contracts.

15. **Reserved**

16. **Examination of Site and Contract Documents:** The submission of a Bid shall constitute an acknowledgment upon which Cascade may rely that the Bidder has thoroughly examined and is familiar with the Contract Documents, including addenda, work site identified in such documents, and all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the work and services to be provided herein. The failure or neglect of a Bidder to examine such documents, work site(s), statutes, regulations, ordinances, or resolutions shall in no way relieve the Bidder from any contract obligations. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents, work site(s), statutes, regulations, ordinances, or resolutions.

17. **Lowest Responsible Bidder:** It is the intent of Cascade to award a contract to the lowest responsible bidder. Before award, the Bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The Bidder is required to submit documentation demonstrating compliance with the criteria, including a completed Certification of Compliance with Wage Payment Statutes. If Cascade determines the Bidder does not meet the Bidder responsibility criteria and is therefore not a responsible Bidder, Cascade shall notify the Bidder in writing with the reasons for its determination. The Bidder may appeal the determination within 48 hours of receipt of Cascade’s determination and Cascade will consider any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, Cascade will not execute a contract with any other Bidder until two days after the Bidder determined to be not responsible has received the final determination.

a. **State Responsibility Criteria.** The Bidder must meet the following state responsibility criteria:

1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. Have received training on the requirements related to public works and prevailing wage under chapters 39.04 and 39.12 RCW or otherwise qualify as exempt under RCW 39.04.350.
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 Washington State 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. A bidder shall submit a signed Contractor Certification form with the bid form regarding this wage theft prevention responsible bidder criteria.
6. If applicable:
  - (a) Have Industrial Insurance (workers’ compensation) coverage for the Bidder’s employees working in Washington State, as required in Title 51 RCW;
  - (b) Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
  - (c) Have a Washington State Department of Revenue state excise registration number, as required in Title 82 RCW.

b. **Supplemental Bidder Responsibility Criteria.** If supplemental criteria apply to this Project, the criteria are included in “Attachment A.” The Bidder may make a written request for Cascade to modify any or all of the supplemental criteria.

Modification of supplemental criteria shall be at Cascade's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening. After bid opening and upon request of Cascade, the Bidder will provide written documentation that the Bidder or relevant Subcontractor meets the requirements listed in Attachment A within 48 hours of the request. **Do not submit qualifications documentation with the Bid Form.**

- 18. Subcontractor Responsibility:** The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
- a. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
  - b. Have a current Washington State Unified Business Identifier (UBI) number.
  - c. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
  - d. If applicable:
    1. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
    2. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
    3. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW
    4. Have an electrical contractor license, if required by Chapter 19.28 RCW;
    5. Have an elevator contractor license, if required by Chapter 70.87 RCW;
  - e. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
  - f. Have received training on the requirements related to public works and prevailing wage under chapters 39.04 and 39.12 RCW or otherwise qualify as exempt under RCW 39.04.350.
  - g. 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 Washington State 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.

19. **Non-Responsive Bids:** Any documents supplementing or deviating from the expressed requirements of the Contract Documents may result in the rejection of Bid as non-responsive. Illegible handwriting on the Bid Form may also result in the rejection of Bid as non-responsive.
20. **Bid Errors:** Except for automatic corrections that must be made by Cascade, a Bidder who wishes to claim error after the Bids have been opened and tabulated shall submit a notarized affidavit signed by the Bidder, accompanied by original worksheets used in preparation of the Bid, requesting relief from the Award. The affidavit shall describe the specific error(s) and certify that the worksheets are the originals used in the preparation of the Bid.
- The affidavit and worksheets must be received by Cascade before 5:00 PM Pacific local time on the next business day following the day of the Bid opening or the claim of error will not be considered. Cascade will review the certified worksheets to determine the validity of the claimed error. If the claim of error is allowable under applicable law, the Bidder will be relieved of responsibility. Thereafter, at the discretion of Cascade, all Bids may be rejected or an award made to the next lowest responsive, responsible Bidder.
21. **Bid Protest:** Bid protests shall be governed by the process set forth in Section 5.60.060 of the Cascade Water Alliance Code.
22. **Award of Contract:** Cascade reserves the right to reject any or all Bids, to accept the Bid of the lowest responsive, responsible bidder, to call for new Bids, or waive any informalities in the bidding. Upon award of the contract, the successful Bidder will receive a Notice of Award and Contract Documents. The awarded Bidder must sign and return all Contract Documents to Cascade within ten (10) calendar days. If not returned within ten (10) calendar days, Cascade retains the right to cancel the award and go to the next lowest responsive, responsible bidder.
23. **Notice to Proceed:** Contractor shall not commence work until a Notice to Proceed has been issued by Cascade. A Notice to Proceed will be given after the Contractor has submitted a completed W-9 form and after the Contract has been executed by Cascade and the Contractor, and where applicable, by any State or Federal agencies responsible for funding any portion of the Project.
24. **Retainage:** RCW 60.28.011 states that public improvement contracts shall provide, and public bodies shall reserve, Contract Retainage not to exceed five (5) percent of the moneys earned by the Contractor.

For projects with retainage requirements, the Contractor will complete and furnish to Cascade a Retainage Instruction form. Retained funds are held until released by Cascade upon compliance with all other State and Federal requirements. Cascade shall not release retainage until it has received release from the State Department of Revenue, Employment Security, any liens, and receipt of approved Affidavits of Wages paid for the Contractor and each and every subcontractor.



Cascade will issue payment on the retainage amount forty-five days after Cascade has accepted the contract as complete **or** upon receipt of all necessary releases, whichever is later.

25. **Applicable Law and Forum:** Contractor shall comply with all federal, state and local laws, rules, regulations applicable to its performance. The Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising from here shall be brought in King County Superior Court.

**CASCADE WATER ALLIANCE  
INVITATION TO BID**

**ATTACHMENT A**

**PROJECT TITLE:** Fish Screen Gantry Crane Repairs  
**BID PROPOSAL DEADLINE:** June 8, 2021 at 2:00PM

This Attachment A contains:

- (1) Plans and Specifications
- (2) Bid Submittal Checklist
- (3) Bid Form
- (4) Bid Bond
- (5) Wage Payment Compliance Certification
- (7) Supplemental Bidder Responsibility Criteria
- (6) Contract, including Payment Bond and Performance Bond

**CASCADE WATER ALLIANCE  
INVITATION TO BID**

**PLANS AND SPECIFICATIONS**

**PROJECT TITLE:** Fish Screen Gantry Crane Repairs  
**BID PROPOSAL DEADLINE:** June 8, 2021 at 2:00PM


1. Certification
2. Section 1300 Submittals
3. Section 14630 Gantry Cranes

# CERTIFICATION

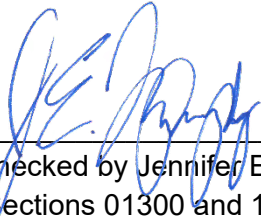
The technical material and data contained in this document were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.




5/19/2021



Prepared by Andrew W. Stevens,  
(Sections 01300 and 14630 only)



Checked by Jennifer E. Murphy  
(Sections 01300 and 14630 only)



Approved by David B. Roberts  
(Sections 01300 and 14630 only)

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## EXHIBIT A – PLANS AND SPECIFICATIONS

### SECTION 01300

#### SUBMITTALS

##### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Manufacturer's instructions.
- G. Manufacturer's certificates.

1.02 Contractor shall follow all requirements of the Construction Contract unless otherwise noted within this Specification Section.

##### 1.03 SUBMITTAL PROCEDURES

- A. Transmit each required submittal using Owner accepted form.
- B. Number the submittals as follows:
  - 1. Specification section number.
  - 2. Submittal number within the specification section.
  - 3. Review cycle number.
  - 4. Title of submittal.

For Example:

14630-01-01 – Wireless Radio Control System (first review cycle)  
14630-01-02 – Wireless Radio Control System (second review cycle)  
14630-02-01 – Motorized Cable Reel (first review cycle)  
14630-02-02 – Motorized Cable Reel (second review cycle)

- C. Identify Project, Contractor, subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents. Stamp shall show the following information:
  - 1. Shop Submittal Number \_\_\_\_\_
  - 2. Deviations: None \_\_\_\_\_; As Listed \_\_\_\_\_
  - 3. Reference Specification Number \_\_\_\_\_
  - 4. Reference Drawing Number \_\_\_\_\_
  - 5. Space Requirement: As Designed \_\_\_\_\_; Different, As Listed \_\_\_\_\_
  - 6. Representation is made to the Owner that the Contractor has determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers and similar data, that he has reviewed and coordinated the information in each shop drawing with the requirements of the work and the Contract Documents, and hereby approves this submittal.

Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

- E. Schedule submittals to expedite the Project, and deliver to Project Representative electronically. Coordinate submission of related items.
- F. Identify deviations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work. Identify space requirements which differ from those designed or shown on the Contract Documents.
- G. Provide space for Contractor and Owner/Project Representative review stamps.
- H. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- I. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- J. Submittals not requested will not be recognized or processed.

- K. Review Process: Received submittals shall be reviewed with reasonable promptness and shall adhere to the requirements set in the Construction Contract.
  - 1. Any Submittal delivered after 12:00 PM on Friday shall be considered received the following Monday with the 7 day review period starting on Monday.

#### 1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Contractor shall follow all requirements outlined in the Construction Contract Section I unless noted otherwise in this Specification Section.
- B. Submit revised schedules at each progress meeting, identifying changes since previous version.
- C. Prepare a horizontal bar chart with separate line for each section of Work, identifying first work day of each week.
- D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- E. Indicate estimated percentage of completion for each item of Work at each progress meeting.
- F. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and under Allowances.

#### 1.05 PROPOSED PRODUCT LIST

- A. Within fourteen (14) days after the date of Contract Execution, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product, and appropriate Specification Section Number.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### 1.06 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturer's instructions and Contract Documents.



## 1.07 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturer's certificate to Project Representative for review, in quantities specified for Product Data.
- B. Indicate that material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to Project Representative.

## PART 2 - PRODUCTS

### 2.01 FORMAT

- A. Electronica copy submittal shall follow this format:
  - 1. Copies are to be produced in Adobe Acrobat's Portable Document Format (PDF) Version 5.0 or higher.
  - 2. Do not password protect and/or lock the PDF document.
  - 3. All marks on the document shall be photocopy reproducible in black and white. Highlighting is not acceptable.
  - 4. Drawings or other graphics must be converted to PDF format and made part of the one PDF document.
    - a. Scanning to be used only where actual file conversion is not possible.
  - 5. Rotate pages that must be viewed in landscape to the appropriate position for easy reading.
  - 6. Images only shall be scanned at a resolution of 300 dpi or greater.
    - a. Perform Optical Character Recognition (OCR) capture on all images.
    - b. Achieve OCR with the "original image with hidden text" option.
    - c. Word searches of the PDF document must operate successfully to demonstrate OCR compliance.
  - 7. Create bookmarks in the navigation frame, for each entry in the Table of Contents/Index.
    - a. Normally three (3) level deep (i.e., "Chapter", "Section", "Sub-section").

8. Set the opening view for PDF files as follows:
    - a. Initial view: Bookmarks and Page
    - b. Page layout: Single page.
    - c. Magnification: Fit page.
    - d. Set the file to open to the cover page of the document with bookmarks to the left, and the first bookmark lined to the cover page.
  9. All PDF documents shall be set with the option “Fast Web View” to open the first pages of the document for the viewer while the rest of the document continues to load.
  10. File naming conventions: File names shall use the following convention: Project Number – SUB Package Number. Revision – Description
- B. Where is it not feasible to provide an electronic submittal as defined in paragraph 2.01 A, the Contractor shall submit a minimum of five (5) hard copies. All marks on the documents shall be photocopy reproducible in black and white and duplicated on all copies of each transmittal. Highlighting is not acceptable. At least three (3) of the copies shall be in color if the visual depiction of color or hue is an essential part of the information being submitted. Complex submittals shall be provided with a Table of Content and clearly identified tabs or sections.

## 2.02 SHOP DRAWINGS

- A. Electronic copies are preferred. For paper copies, provide five (5) copies of each submittal.
- B. Content: Include, as applicable, the following for prefabricated or manufactured structural, mechanical, electrical and equipment:
  1. Complex Submittals shall be provided with a Table of Content and clearly identify Tabs or Sections of the Submittal.
  2. Shop Drawings or equipment Drawings, including dimensions, size and location of connection to other work, and weight of equipment.
  3. Catalog information and cuts. Identify specific items, including optional equipment that will be furnished. Highlight or mark proposed options on catalog cuts. Use arrows, clouds, or boxes, to clearly mark proposed options on catalog cuts. Extraneous material on the pages or drawings provided by manufacturer shall be crossed out, and the equipment or material to be supplied shall be clearly marked.
  4. Installation or placing Drawings for equipment, drives, and bases.

5. Supporting calculations and drawings for equipment anchorage and associated supports specified to be designed by equipment manufacturers or suppliers. Calculations and drawings shall be as set forth in the state building code, and shall be signed and sealed by an engineer licensed to do so in the State of Washington. Include seismic load capacity data for all anchor bolts and braces as required by the state building code.
6. Wiring and control diagrams of systems and equipment.
7. Complete manufacturer's specifications, including materials description and paint system.
8. List of special motor features being provided (such as space heaters, altitude corrections and thermal protectors).
9. Performance data and pump curves.
10. Suggested spare parts list with current price information.
11. List of special tools required for checking, testing, parts replacement, and maintenance (special tools are those which have been specially designed or adapted for use on parts of the equipment, and which are not customarily and routinely carried by maintenance mechanics).
12. List of special tools furnished with the equipment.
13. List of materials and supplies required for the equipment prior to, and during startup.
14. List of materials and supplies furnished with the equipment.
15. Samples of finish colors for selection.
16. Special handling instructions.
17. Requirements for storage and protection prior to installation.
18. Requirements for installation and recommended installation procedures.
19. Requirements for routine maintenance required prior to testing and startup.
20. List of requested variations from the Contract Documents.
21. Information and data to be provided shall be identified by the specified equipment number, as applicable.

- 22. Anchorage calculations for seismic load resistance all cabinets and equipment, prepared and sealed by a professional engineer registered in the State of Washington.
- B. Refer to individual Specification Sections for specific submittal content requirements.
- C. Submittals shall include satisfactory identification of items, units, and assemblies in relation to the Specification Section number, and the system or equipment identification or tag number shown on the Plans, or as provided in the applicable Specification Section.
- D. Extraneous material on the pages or drawings provided by manufacturer shall be crossed out, and the equipment or material to be supplied shall be clearly marked.
- E. Submittals Required for Foreign-Manufactured Items: In addition to the submittal requirements stated above, suppliers of foreign manufactured items shall submit the names and addresses of companies within the United States that maintain technical service representatives and a complete inventory of spare parts and accessories for each foreign-made item proposed for incorporation into the work. Failure to provide the foregoing capabilities will be just cause for rejection of the foreign-manufactured items.

## 2.02 INFORMATIONAL SUBMITTALS

- A. Review procedures for Informational Submittals will be similar to those for Shop Drawings. However, the Contract Documents may identify Informational Submittals that do not require the Owner to take responsive action.
- B. Safety and Health Submittals:
  - 1. Electronic submittals of the Site Specific Safety and Health Plan, and related documents required by the Contract Documents, are preferred.
  - 2. Provide one (1) copy of safety reports, training records, accident reports, etc. required by the Contract Documents or compliance with all applicable laws and regulations.
- C. Control Plans and Schedules:
  - 1. Electronic submittals of the erosion control plans, pollution control plans, traffic control plans, and related documents required by the Contract Documents, are preferred.
  - 2. Electronic submittals of Contractor's Construction Schedule, start-up plans, training plans, and related documents required by the Contract Documents, are preferred.

## 2.03 COORDINATION DRAWINGS

- A. Review procedures for Coordination Drawings will be similar to those for Shop Drawings.
- B. Coordination Drawings shall be prepared after approval of all associated Shop Drawings. The Contractor shall be responsible for including and coordinating the Work of all Subcontractors into the coordination Drawings.
- C. Prepare reproducible coordination Drawings, indicating (as applicable) equipment, piping, valves, ductwork, conduit, junction boxes, cable tray, lighting fixtures, sleeves, inserts, supports, hangers and other appurtenances at not less than 1/4 inch scale. Drawings shall show (as applicable) beams, ceiling heights, walls, floors, partitions, window and door openings and all other major architectural and structural features as shown on the Contract Drawings. Individual pipes or conduits 2-inches or less in diameter that will be field routed need not be shown on coordination Drawings if agreed to in advance by the Project Representative.
- D. Coordination drawings shall include large scale details as well as cross and longitudinal sections as required to delineate all conditions fully. Particular attention shall be given to the location, size and clearance dimensions of equipment items, shafts, operators and necessary maintenance access.
- E. Make all minor changes in duct, pipe or conduit routings that do not affect the intended function, but items may not be resized or exposed items relocated without the approval of the Project Representative. No changes shall be made in any wall locations, ceiling heights, door swings or locations, windows or other openings or other features affecting the function or aesthetic affect of the building. If conflicts or interferences cannot be resolved, the Project Representative shall be notified. Any problems of coordination that require architectural or structural changes of design shall be submitted to the Project Representative for review and approval.
- F. After the reproducible Drawings have been coordinated and all necessary changes have been made, the Drawings shall be signed by the Contractor and all Subcontractors indicating that all Work on that Drawing has been coordinated with all associated vendors and Subcontractors and all conflicts have been resolved. Coordination Drawings shall be submitted to the Project Representative in accordance with this Section.
- G. No extra compensation will be paid for relocating equipment, ducts, pipes, conduits, panels, or other material that has been installed without proper coordination among all trades involved.

## 2.04 ADMINISTRATIVE SUBMITTALS

- A. The Contractor shall provide all of the submittals required by regulatory agencies, the General Conditions, the General Requirements, and as may be specifically required in other parts of this Contract.
- B. The Contractor shall submit to the Project Representative a copy of all letters relative to the Contract, transmitting notifications, reports, certifications, payrolls, and the like, that the Contractor submits directly to a federal, state, or other governing agency.
- C. When requested by the Project Representative, the Contractor shall submit to the Project Representative copies of each purchase order for all materials and equipment furnished under these specifications for incorporation in the Work. Each purchase order shall show the supplier's name, manufacturer's name, materials, type, model number, size, quantity, accessory list, and requested delivery date of the material and equipment ordered.
- D. Administrative Submittals are not subject to the Transmittal and Review Process described in this Section.

**END OF SECTION**

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**EXHIBIT A – PLANS AND SPECIFICATIONS**  
**SECTION 14630**  
**GANTRY CRANES**

PART 1 – GENERAL

1.01 SCOPE

A. Repair and replacement of existing mechanical and electrical equipment in association with the operation of the gantry crane system at the White River Fish Screen Facility. Repairs and replacement will include:

1. Demolition and disposal of existing gantry control panel and wiring.
2. Supply and installation of:
  - a. Crane control panel.
  - b. Wireless radio control system.
  - c. Motorized cable reel.
  - d. Cross-bridge festoon.
  - e. Gantry drive motors and gear reducer.
  - f. Trolley drive motor and gear reducer.
  - g. Motor and panel heaters.
  - h. Rail – Anti-rack controls.
3. Replacement of:
  - a. Electrical equipment including conduit, junction boxes, and wiring.
  - b. Gantry end truck wheel bearings.
  - c. Hoist limit switch.
  - d. Hook thrust bearing and lower sheave bearings.
  - e. Hoist wire rope.
  - f. Motor brakes.



4. Change of hoist gearbox oil.
  5. Load testing of the crane after repairs and installation of new components.
- B. The Contractor shall provide all labor, materials, equipment, and services necessary for and incidental to furnish, install, test, and place the existing gantry crane in operating condition as specified herein.

#### 1.02 UNIT OF RESPONSIBILITY

- A. The Gantry Crane repairs shall consist of the equipment specified herein. All equipment components shall be procured and factory inspected and tested by a single supplier. The supplier shall design, size, and select components of the system to meet the requirements of the Contract Documents and ensure compatibility, ease of construction, and efficient maintenance. The supplier shall coordinate selection and design of all system components such that all equipment finished is compatible and operates properly to achieve the performance requirements as specified.
- B. The requirement for unit responsibility shall not relieve the Contractor of their sole responsibility to the Owner as specified in Construction Contract Section E.

#### 1.03 AS-BUILTS AND REFERENCE DRAWINGS

- A. Existing as-builts and reference materials are available upon request.

#### 1.04 REFERENCES

- A. References to Technical Standards herein (ASTM, etc.) shall be the latest edition.

#### 1.05 SUBMITTALS

- A. The Contractor shall provide for review and approval of the Engineer detailed shop drawings and calculations in accordance with Attachment A Section 01300 – “Submittals.”
- B. Shop Drawings and product data of each component listed in the scope of work.
1. Manufacturer’s catalog information, descriptive literature, cut sheets, specifications, and identification of materials of construction.
  2. Shop drawings with all dimensions, anchor bolts or other mounting devices required for installation of the equipment, connecting accessories, and protective coatings.
  3. Capacities, weights, and performance data.

4. Coordination Drawings indicating requirements for mechanical equipment with respect to load, lift, and laydown. General mounting locations of equipment, control panels, and appurtenances as well as proposed conduit routing. Conduit routing may be schematic in nature provided confirmation of routing is reviewed in the field and approved by the owner prior to installation.
  5. Manufacturers recommended procedures for jobsite storage of equipment, handling, and installation.
- C. Operation and Maintenance Manuals shall be provided and shall include at a minimum the following:
1. Equipment function, normal operating characteristics and limiting conditions.
  2. Operating instructions for start-up, routine and normal operating, regulation and control, and shutdown and emergency conditions.
  3. Maintenance instructions including schedule, safety, required tools and equipment, and personnel required.
  4. Guide to “troubleshooting.”
  5. Parts lists and predicted life of parts subject to wear.
  6. Outline, cross-sections, assembly drawings, engineering data and wiring diagrams.
  7. Approved submittal documentation, including comments and comment responses.
- D. Equipment Certification: At the time of submitting shop drawings submit the equipment manufacturer’s certification as detailed attesting that the manufacturer has examined the specifications and that the equipment provide will meet the performance criteria and conform to specification requirements. Shop drawings will not be reviewed prior to the receipt by the Engineer of an acceptable equipment certification form. The equipment certification form must be signed by an officer of the company manufacturing the equipment, and witnessed by a notary public.
- E. Manufacturer’s Certificates: The Contractor shall furnish the Engineer with Manufacturer’s Certificates certifying that all equipment has been installed in complete and satisfactory manner ready for operation.
- F. Warranty Certificate: Submit manufacturer’s sample warranty certificate with product date submittal for Engineer’s review. Warranty certificate shall reflect the warranty requirements and duration as specified in Construction Contract Section N.

## 1.06 QUALITY ASSURANCE

- A. Fabrication and installation personnel shall be trained and experienced in the fabrication and installation of the materials and equipment. Contractor shall ensure such personnel is knowledgeable of the design and the review Shop Drawings.

## 1.07 DELIVERY, STORAGE, AND HANDLING

### A. Receiving and Storage:

1. All materials shall be delivered in original, unbroken, brand marked containers or wrapping as applicable.
2. Handle and Store Materials:
  - a. In a manner which shall prevent:
    - 1) Deterioration or damage.
    - 2) Contamination with foreign matter.
    - 3) Damage by weather or elements.
  - b. In accordance with Manufacturer's directions.
3. Contractor shall follow all requirements set in Construction Contract Section J with regard to the rejection of material or equipment.
4. Per Construction Contract Section J the Contractor shall perform the follow:
  - a. Material rejected due to damage, deterioration, contamination or another reason determined through Owner inspection shall immediately be removed from the Site.
  - b. Contractor shall replace rejected materials with new materials at no additional cost to the Owner.

## PART 2 – PRODUCTS

### 2.01 SYSTEM DESIGN CRITERIA

- A. Contractor is responsible for field verifying the below information prior to submission of both bids and submittals.
- B. Duty Class: A.
- C. Type of Crane: Double Grinder.

- D. Capacity (tons): 10.
- E. Maximum Hook Travel (feet): 54 feet.
- F. Length of Track (feet): 260 (+/-).
- G. Span Between Tracks (feet): 70 (+/-).
- H. Control:
  - 1. Variable Frequency Drive (VFD):
    - a. Existing contact/single speed hoist motor shall be able to be maintained and controlled by the new controls system. New control panel shall be provided with a VFD for operation of a multispeed, VFD driven hoist installed by others at a later date.
    - b. VFDs shall be specially designed and manufactured specifically for use with crane systems.
    - c. VFDs shall be manufactured by Yaskawa or approved equal.
- I. Lifting Speed (fpm): 15.
- J. Trolley Speed (fpm): 30.
- K. Bridge Speed (fpm): 50.
- L. Power Supply (V-ph-Hz): 480-3-60.
- M. Service Class: Standard.

## 2.02 CRANE CONTROL PANEL

- A. Control panel shall be installed at grade or at a position on the gantry crane structure that it is easily accessible for maintenance from an at grade position.
- B. Existing controls shall be replaced with a new, fully integrated control system utilizing VFDs for control of all motors on the bridge crane. Controls package shall be provided from one manufacturer VFDs.
- C. Performance Criteria:
  - 1. Quantity: 1.
  - 2. Rating: NEMA 4X.

3. Material: SS 316 / SS 316L, with minimum thickness of 12-gage for all surfaces (except for area requiring reinforcement) having a smooth brushed finish.
4. Stainless steel screw clamp assemblies on three sides of each door.
5. Panel shall be provided with a handle and three-point latch.
6. Hasp and staple for padlocking.
7. No penetrations at the top of the enclosure shall be permitted.
8. Electrical Systems:
  - a. Control of Environment:
    - 1) Provide adequately sized automatically controlled 120 VAC strip heaters to maintain temperature inside each enclosure above 40 F to maximum of 80F when the outside temperature is -20 F through 40 F. Heater shall also be sized to keep humidity below 60% RH or below the recommended relative humidity of the control components contained within the enclosure; whichever is more stringent.
    - 2) Provide automatically controlled closed loop ventilation fans or closed loop air conditioner with filter air louvers if required to maintain temperature inside the enclosure below the maximum operating temperature rating of the components inside the enclosure. Maximum operating temperature of components shall be defined as the maximum temperature at which component life is not negatively impacted.
    - 3) Air conditioner(s) shall have a minimum capacity of 2500 BTU. Air conditioners shall be of the thermoelectric type, utilizing the Peltier effect, and shall be solid state with no moving parts except for fans. Housing shall be constructed of corrosion resistant materials and the condensate line shall be routed on the exterior of the control panel to the nearest practical drain.
    - 4) Provide hygrotherms to automatically control heating and cooling requirements to maintain the required temperature and humidity within the panel without need of manual operation of a heating/cooling transfer switch.
    - 5) Provide enclosure with drains, breather valves, etc. to prevent the accumulation of moisture within the provide enclosure.
      - a) Accumulation of moisture within the enclosure is unacceptable.
  - b. Short-Circuit Current Rating: 5kA.

- c. UL Standard: 508A Labeled.
  - d. Provide a Variable Frequency Drive for all crane motions.
- D. Control panel shall be provided with a warning horn for operator use while crane is in use. The panel shall also be provided with a warning/“in-use” strobe light which will activate when the crane is in use.
- 1. Warning light shall be mounted adjacent to the panel with a conduit drip loop and drain to prevent buildup of condensation and/or conveyance of liquids into the control panel.
- E. A minimum of five VFDs shall be provided and integrated into a single control panel.
- 1. Two VFDs shall be provided for the gantry drive motors.
  - 2. One VFD shall be provided for the trolley drive motor.
  - 3. One VFD shall be provided for use with the cable reel.
  - 4. One VFD shall be provided for use with a future hoist.
    - a. Existing contact/single speed hoist motor shall be able to be maintained and controlled by the new controls system. New control panel shall be provided with a VFD for operation of a multispeed, VFD driven hoist to be installed under a future upgrade.
  - 5. Variable Frequency Drives (VFDs):
    - a. VFDs shall be specially designed and manufactured specifically for use with crane systems.
    - b. VFDs shall be manufactured by Yasgawa or approved equal.
- F. Contractor shall provide a controls receptacle at the control panel, accessible at ground level, for the provided hardwired, backup, control pendant.
- 1. Plug point shall be located on the bottom of the panel and provided with NEMA 4X, weathertight, receptacle cover, permanently secured via SS or non-corrosive chain or other method.
- G. Contractor shall provide control panel label stating, “CRANE SYSTEM POWER SHALL REMAIN ON AT ALL TIMES FOR CONDENSATION PROTECTION FOR MOTOR AND CONTROL SYSTEMS”.

## 2.03 WIRELESS RADIO CONTROL SYSTEM

- A. Wireless radio control system shall be provided by a single manufacturer.
- B. Provide a wireless radio control system that has a line of sight range of approximately 300 feet.
- C. Handheld Transmitter Quantity: 2 Transmitters.
- D. Receiver Unit: 1 Unit.
  - 1. Receiver unit to be mounted within the crane control panel enclosure.
- E. System shall comply with FCC Part 15 operating on 430 to 440 MHz.
- F. Receiver shall be provided with an antenna mounted on the bottom of the enclosure.
- G. Wireless radio control system shall be Remtron Patriot, Magnetek Flex EX2 series, or approved equal.

## 2.04 MOTORIZED CABLE REEL

- A. Quantity: one (1) cable reel system.
- B. Cable Reel Travel Length: Minimum 250 feet.
- C. Drive Motor Rating: 1/2 HP.
  - 1. Motor will be controlled through a VFD.
- D. Electrical Rating: 75 A / 460 V.
- E. Cable reel will be provided with a standby heating unit.
- F. Contractor shall provide an externally mounted disconnect with integral thermal-magnetic breaker at the fixed end of the cable reel. Existing buried conduit shall be extended as required. Disconnect shall be mounted on 316 stainless steel u-strut and provided with fittings to allow for leak tight entrance and termination of the cable reel cable.
- G. Cable reel shall be manufactured by Magnetek or approved equal.

## 2.05 CROSS-BRIDGE FESTOON

- A. Remove and replace existing festoon with new flat festoon cables and trolleys.
  - 1. Festoon shall operate within and reuse the existing c-tracks.
  - 2. Festoon system shall be manufactured by Conductix or approved equal.
  - 3. Pendant:
    - a. Connect new festoon to existing control pendant.
    - b. Provide one (1) backup pendant.
      - 1) Backup pendant shall match the existing pendant and shall be provided with a quick disconnect plug.
      - 2) Contractor shall provide a controls receptacle at the control panel, accessible at ground level, for the provided hardwired, backup, control pendant.

## 2.06 GANTRY DRIVE MOTORS AND GEAR REDUCER

- A. Quantity: 2.
- B. Motors shall be provided with a standby heating unit.
  - 1. Heating unit shall turn on when the motor is off.
- C. Bearings are to be replaced in kind.
- D. Motor shafts are to be reused.
- E. Motors and gear reducers shall be manufactured by SEW Eurodrive or approved equal.

## 2.07 TROLLEY DRIVE MOTOR AND GEAR REDUCER

- A. Quantity: 1.
- B. Motors shall be provided with a standby heating unit
  - 1. Heating unit shall turn on when the motor is off.
- C. Bearings are to be replaced in kind.
- D. Motor shafts are to be reused.
- E. Motors and gear reducers shall be manufactured by SEW Eurodrive or approved equal.



## 2.08 CONDUCTOR, WIRINGS, AND MISCELLANEOUS ELECTRICAL EQUIPMENT

- A. Existing conduit on the moveable portion of the bridge crane shall be fully replaced for the associated conductors with rigid 316 stainless-steel conduit and associated stainless steel clips/mounting equipment.
  - 1. Stainless steel conduit runs shall be provided with drip loops and drains at either end to prevent the buildup of condensation or ingress of liquid into the control or junction boxes.
- B. Conduits shall be in accordance with the National Electrical Code (NEC) and comply with Fire Underwriters specifications.
- C. Contractor shall provide separate conduits for control and power wiring.
  - 1. Shielded cables shall be provided for control wiring.
- D. Existing junction boxes shall be replaced. New junction boxes shall be NEMA 4X 316 stainless steel boxes and shall be provided as required.
- E. Electrical Breaker:
  - 1. Existing breaker is 30 Amp and is located within a distribution panel in the facility motor control center.
  - 2. Proposed equipment/electrical loading shall not exceed the existing breaker's limits.
  - 3. Should the breaker limits be exceeded, Contractor shall replace the existing breaker with an appropriately sized breaker.
    - a. Contractor shall provide proposed breaker to the Project Representative for written approval prior to replacement, if required.
    - b. If required, Contractor shall coordinate the breaker replacement and upgrade with the existing panel loads and all upstream breakers.
  - 4. Existing conductors between the breaker and junction box used for termination of the cable reel are to be #6 THWN wire. All conductors and conduit shall be sized, and terminations made in accordance with NEC and local jurisdictional requirements.

## 2.09 GANTRY END TRUCK WHEEL BEARINGS

- A. End trucks shall be traversed by stable assembly of structural shapes welded together to provide proper wheel and bearing alignment.

- B. The end truck wheel base shall be minimum of 1/7 of the crane span, One (1) wheel of each end truck shall be geared and meshed with the pinion mounted on the crane squaring shaft.
- C. The crane and trucks shall contain diaphragm members welded to truck frames to maintain alignment and distribute truck loads on inner and outer truck members.
- D. The drop of load due to wheel axle or wheel failure shall be a maximum of 1 inch.
- E. End trucks shall be fastened to the bridge beams with bolts to ensure alignment assembly.
- F. Tapered roller bearings mounted on stationary axles, suitable to take radial and thrust loads, shall be provided for each crane wheel.
- G. Bearings shall be design for 5,000 grs L-10 bearing life minimum.

#### 2.10 HOIST LIMIT SWITCH

- A. Contractor shall replace the existing hoist limit switch in kind or approved equal.

#### 2.11 HOOK THRUST AND LOWER SHEAVE BEARINGS

- A. Contractor shall replace the hook thrust bearing and lower sheave bearings.
- B. Bearings shall be design for 5,000 grs L-10 bearing life minimum.

#### 2.12 HOIST WIRE ROPE

- A. Quantity: 1.
- B. Material: Steel (corrosion resistant).
- C. Working Capacity: 10 tons.
- D. Max Hook Travel/Rope Length: 54 feet.

#### 2.13 MOTOR TERMINATIONS AND BRAKES

- A. Contractor shall replace entire motor brake assembly.
- B. Wiring for the motor brakes shall be provided in the same conduits as the motor wiring.
  1. Wiring for the motor and motor brakes shall run through an NEMA 4X junction box integral to the motor and shall be provided with a DC rectifier as required for proper operation.
  2. Motor and motor brake conduit connections shall be made using liquid tight flexible metal conduit running from NEMA 4X junction boxes.

## 2.14 HOIST GEARBOX

- A. Contractor shall change the hoist gearbox oil.
  - 1. Contractor shall replace oil with manufacturer recommendation oil.

## 2.15 ANTI-RACKING CONTROLS

- A. Contractor shall provide gantry crane motor position encoders integrated into the controls to monitor and compensate for uneven travel of the two gantry motors. Devices shall allow for a smooth operation of the crane system.
  - 1. Contractor shall provide each gantry drive unit with an encoder and individual VFD.

## PART 3 – EXECUTION

### 3.01 INSPECTION

- A. Install and verify the equipment shipped to the job-site has been handled according to the manufacturer's recommendation and has arrived in good working order.
- B. Inspect and verify that all equipment has been stored and protected according to the manufacturer's recommendations.
- C. Inspect and verify the structures or surfaces on which the equipment will be installed have no defects which would adversely affect the installation.
- D. Inspect assembled gantry crane and appurtenances: Verify all bolts are tight and lock washers fully compressed. Adjust as required and correct deficiencies.
- E. The Contractor shall promptly report, in writing, defects which may affect the Work to the Owner. A copy of the manufacturer's field report shall be provided to the Project Representative.

### 3.02 DEMOLITION

- A. Contractor shall remove and dispose of the existing Stock Hoist and Bridge Hoist Control Panels which are currently mounted above grade on the gantry crane structure itself.
  - 1. All associated wiring, mounting equipment, and conduits shall also be demolished during the removal of the control panels.

### 3.03 INSTALLATION

- A. Gantry crane appurtenances as specified herein shall be installed in accordance with the manufacturer's instructions.

- B. Gantry Crane appurtenances shall be assembled in a clear area free of obstructions as much as possible.
- C. Crane components shall not be modified in any manner, other than as specified herein, without advance, written approval by the Owner or Project Representative.
- D. Install all crane equipment, mechanical and electrical, in accordance with the manufacturer's instructions.

### 3.04 FIELD TESTING

- A. After completion of the Work, the Contractor shall test all hoist and crane equipment in the presence of the Contractor's Representative and the Owner or Project Representative. The Contractor's Representative, shall certify, in writing, that the equipment meets all applicable standards and specifications including, but not limited to WAC 296-56-60098.
  - 1. The gantry crane system shall be operated through a complete lift and lowering cycle and through a complete travel cycle to determine that the equipment shall perform smoothly and safely through all essential points. All testing shall be carried out with the crane equipment loaded at 125 percent of capacity (25,000 lb.).
  - 2. Weights to perform the above tests shall be provided by the Contractor.
  - 3. Any defects shall be corrected by the Contractor without and expense to the Owner.
- B. Operator Training: The Contractor shall arrange and conduct a one-day training and orientation for facility maintenance personnel and staff users.

### **END OF SECTION**

**CASCADE WATER ALLIANCE  
INVITATION TO BID**

**BID SUBMITTAL CHECKLIST**

**PROJECT TITLE:** Fish Screen Gantry Crane Repairs  
**BID PROPOSAL DEADLINE:** June 8, 2021 at 2:00PM

**Deliver to:**

**Cascade Water Alliance  
520 – 112th Avenue NE #400  
Bellevue, Washington 98004**

- BID BOND**
- BID FORM with Worksheets**  
*\*\* Signature required \*\**

*After bid opening, apparent low bidder to submit the following within 48 hours of request:*

- WAGE PAYMENT COMPLIANCE CERTIFICATION**
- SUPPLEMENTAL RESPONSIBILITY CRITERIA**

**CASCADE WATER ALLIANCE  
BID FORM**

**PROJECT: Fish Screen Gantry Crane Repair Project  
BID DUE DATE: June 8, 2021 at 2:00PM**

**Deliver to:**

**Cascade Water Alliance  
520 – 112th Avenue NE #400  
Bellevue, Washington 98004**

In-person delivery of bids will only be accepted on June 8, 2021 between 12:00PM and 1:59PM.

Or prior to the bid due date:

[panderson@cascadewater.org](mailto:panderson@cascadewater.org)

**1.01 FORM OF BID**

- A. The undersigned, as Bidder, declares that we have examined all of the Contract Documents herein contained and that we will contract with Cascade Water Alliance (Cascade) on the Construction Contract form provided herewith and at the prices and on the terms and conditions contained herein to do everything necessary for the fulfillment of the Fish Screen – Gantry Crane Repair Project.
- B. We agree that the Bid Form constitutes our bid.
- C. We agree that our bid constitutes an offer to Cascade. If our bid is accepted, we agree to sign the Construction Contract form and to furnish the Performance and Payment Bond only on the form contained herein and evidences of insurance required herein within five (5) days after receipt from Cascade of written notice of selection. We further agree if awarded a contract to plan and prosecute the Work with such diligence that the Work and portions thereof shall be completed and ready for use within the period set forth in these Contract Documents.
- D. By submitting a bid we certify that we are currently registered as a Contractor in accordance with RCW 18.27 by the state of Washington and will remain so registered throughout the performance of the Contract. We further certify that we are skilled in the general class and type of work called for in the Contract Documents.

**1.02 ACKNOWLEDGEMENT OF ADDENDA**

- A. We acknowledge Addenda numbers \_\_\_\_\_ through \_\_\_\_\_ have been delivered to us and have been taken into account as a part of our Bid.

**1.03 ERRORS ON FORM OF BID**

- A. We authorize Cascade to correct any obvious mathematical errors that may appear on our Bid Form.

**1.04 WAIVER OF INDUSTRIAL INSURANCE IMMUNITY**

A. In accordance with the provisions of the Contract Documents and RCW 4.24.115, we waive any industrial insurance immunity and acknowledge this waiver was the subject of mutual negotiation.

**1.05 BINDING BIDS**

A. Bids shall constitute offers to Cascade, which shall be binding and irrevocable for sixty (60) days from the date of bid opening.

**1.06 BIDDING SCHEDULES**

A. The bidding schedules include completion of the Project in full. The work included is specified or shown in the Contract Documents. The work of each Bid Item is specified or shown in the Contract Documents.

B. **Lump Sum Items.** For the Lump Sum Bid Items, the bidder is to provide the price to perform all work as specified or shown herein, including labor, materials, equipment and all overhead and profit, as well as any other ancillary costs associated with completing this work.

C. **Unit Price Items.** For Unit Price Bid Items, the bidder is to provide unit prices for each of the bid items set forth under Unit Price Items. The Contractor shall be compensated for the actual unit quantities performed in accordance with the terms and conditions set forth in the Contract. The unit price should include all labor, materials, equipment and, all overhead and profit, as well as any other ancillary costs associated with completing a unit of work. Cascade does not guarantee the quantities estimated for each unit price bid item; nor does Cascade limit itself to the estimate numbers.

D. We, the bidder, propose to perform the work on the terms and conditions contained herein for the prices set forth below, exclusive of **Washington State Retail Sales Tax**:

Bid Item	Item Description	Unit	Total Price/ Extended Amount	
1	All Work described in the Contract Documents, complete	LS	\$	

**Total Bid Price**

\$	
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1. The abbreviations under the “Unit” column shall be defined as follows: “LS” means lump sum; “AL” means allowance; “CY” means cubic yard; “EA” means each; “DY” means day, and “TN” means tons. Unit prices shall be multiplied by the estimated quantity to calculate an extended amount for that Bid Item.

2. The Total Bid Price shall be the sum of the lump sum amounts and extended amounts for all Bid Items on the bidding schedules.

**1.07 BID EVALUATION AND CONTRACT AWARD**

A. In accordance with the provisions of these Contract Documents, bids will be evaluated to determine the lowest Total Bid Price and a contract will be awarded, if at all, to the responsive and responsible bidder with the lowest Total Bid Price. The bidder must meet the

requirements of a responsible bidder as established under RCW 39.04.350(1) and the supplemental criteria in the Invitation to Bid.

- B. Cascade reserves the right to reject any bid, any portion of any bid and/or to reject all bids. Cascade further reserves the right, but without obligation, to waive informalities and irregularities.
- C. The bidder, if awarded the contract, shall verify that each of its first tier subcontractors, regardless of subcontract amount, at the time of subcontract execution, meets the bidder responsibility criteria established under RCW 39.04.350 and shall require the same from each of its subcontractors. Upon request of Cascade, the awarded bidder (Contractor) shall promptly provide documentation demonstration that all subcontractors regardless of tier meet the bidder responsibility criteria.

**1.08 LIST OF SUBCONTRACTORS**

- A. This Contract is not expected to cost *one million dollars or more* for the construction, alteration, or repair of any public building or public work. Consequently, RCW 39.30.060 does not apply and no subcontract need be listed.

**1.09 FORM OF BID SIGNATURE**

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

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

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

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

Federal Tax ID Number: \_\_\_\_\_ WA Workers Comp Acct #: \_\_\_\_\_

UBI Number: \_\_\_\_\_

Employment Security Account No. \_\_\_\_\_

State Excise Tax Registration No. \_\_\_\_\_

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

Signature

Print Name

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



**BID GUARANTY BOND**

KNOW ALL BY THESE PRESENTS: That we, \_\_\_\_\_ ,  
as Principal, and \_\_\_\_\_ ,  
as Surety, a corporation authorized and duly licensed to do business in the State of Washington and registered with  
the Washington State Insurance Commissioner, hereinafter called the Obligee, each in the penal sum of five percent  
(5%) of the Principal’s Total Bid Price for the work (hereinafter referred to as “penal sum”) of lawful money of the  
United States, for the payment whereof unto the Obligee.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of the Fish Screen Gantry Crane Repair  
Project.

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the Contract, and if the  
Principal, within the time specified, fulfills all of the requirements of the Contract Documents which are conditions  
precedent to the execution of the Contract, enters into, executes and delivers to the Obligee an agreement on the  
form provided herein complete with evidences of insurance, and if the Principal, within the time specified, gives to  
the Obligee the Performance and Payment Bond on the forms provided herein, then this obligation shall be void;  
otherwise, the Principal and Surety shall pay unto the Obligee the penal sum; provided however, in no event shall  
the Surety's liability exceed the penal sum.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal,  
and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or  
a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the  
benefit of the Principal, the Surety and the Obligee and their respective heirs, executors, administrators, successors  
and assigns.

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

Principal:	_____	Surety:	_____
By:	_____	By:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
City/Zip:	_____	City/Zip:	_____
Telephone:	_____	Telephone:	_____

Note: A dated power of attorney must be provided which appoints the Surety's true and lawful attorney-  
in-fact to make, execute, seal and deliver this bid guaranty bond.



## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date May 25, 2021, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

---

Bidder’s Business Name

---

Signature of Authorized Official\*

---

Printed Name

Title

---

Date

City

State

*Check One:*

Sole Proprietorship  Partnership  Joint Venture  Corporation

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

---

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

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*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

**CASCADE WATER ALLIANCE  
STATEMENT OF BIDDER'S QUALIFICATIONS  
SUPPLEMENTAL RESPONSIBILITY CRITERIA**

Do you have any outstanding payment due to the Department of Revenue?  Yes  No  
If yes, please explain.

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Do you have any outstanding payments due to the Department of Labor and Industries?

Yes  No            If yes, please explain.

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Do you have any outstanding payments due to the Department of Employment Security?

Yes  No            If yes, please explain.

---

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Are you listed on any debarment lists?  Yes  No

Are you on the list of parties excluded from the Federal procurement or Non-procurement programs?

Yes  No

Provide the requested information for projects completed within the specified number of years for each of the types listed below:

- a) Identify at least three (3) successful projects similar type, size and complexity to this Project your firm has completed within the last five (5) years:

1. 

---

2. 

---

3. 

---

- b) References for three (3) similar projects completed by your firm who can confirm the installation services, equipment size, and dates of those projects. Include the contact name, phone number, email address, and relevant project name for each reference.

1. 

---

2. 

---

3. \_\_\_\_\_

By the signature below, Bidder confirms that all information provided is true and correct.

\_\_\_\_\_  
Signature Title Date

Print Name: \_\_\_\_\_

**CONSTRUCTION CONTRACT  
(Public Works)  
(Lump Sum)**

THIS CONSTRUCTION CONTRACT (this "Contract") is made on this June \_\_\_\_\_, 2021, between CASCADE WATER ALLIANCE ("OWNER"), a municipal corporation and \_\_\_\_\_ ("CONTRACTOR").

In consideration of the terms and conditions contained in this Contract and attached to it, the parties agree as follows:

1. WORK OF THIS PROJECT

- 1.1 Project. Contractor shall do all work and furnish all tools, materials, and equipment for the Owner's public works project known as the Fish Screen – Gantry Crane Repair Project ("Project") in accordance with and as more fully described in the Contract Documents listed in Section 4 of this Contract and incorporated herein by reference. The Work of the Project shall include, but is not limited to, furnishing all labor, service, equipment and materials necessary to perform the following work: Repair and replacement of existing mechanical and electrical equipment in association with the operation of the gantry crane system at the White River-Lake Tapps Project Fish Screen Facility.
- 1.2 Work. The term Work, as used in this Contract, means the construction and services necessary or incidental to fulfill Contractor's obligations in conformance with this Contract.

2. COMMENCEMENT AND COMPLETION

- 2.1 Contractor shall commence work under this Contract upon receipt of a Notice to Proceed from the Owner. Owner intends to issue as follows:
  - 2.1.1 Upon completion of all conditions required hereunder for issuance of a Notice to Proceed, including Owner's review of the Project Schedule and product list, Owner shall issue a limited Notice to Proceed with procurement of materials necessary to perform the Work.
  - 2.1.2 No later than October 1, 2021, Owner shall issue a Notice to Proceed with Mobilization and completion of the Work.
- 2.2 As more fully described in the Specifications, the Contractor must attain Substantial Completion no later than November 15, 2021. If the Contractor does not achieve Substantial Completion by such date, then, because of the difficulty in computing the actual damages to the Owner arising from any delay in completing the Project work, the parties determine in advance and it is agreed by the parties that Contractor shall pay the Owner \$ 500.00 for each Day that the Work remains incomplete after expiration of the specified Substantial Completion date ("Liquidated Damages").
- 2.3 The parties agree that the Liquidated Damages amount above represents a reasonable forecast of the actual damages the Owner will suffer by failure of the Contractor to complete the work within the agreed upon time. The execution of this Contract constitutes acknowledgement by the Contractor that the Contractor has ascertained and agrees that the Owner will actually suffer damages in the above amounts.

3. CONTRACT SUM

- 3.1 Contract Sum. The Owner shall pay Contractor (\$ \_\_\_\_\_) plus applicable Washington State sales tax for the faithful and full completion of the Work ("Contract Sum"). The Contract Sum includes all costs associated with the Project, including, but not limited to labor, materials,

equipment, overhead, administrative, bonds, insurance, and permit and regulatory costs, unless otherwise agreed to by the parties in writing.

4. CONTRACT DOCUMENTS

4.1 The further terms, conditions and covenants of this Contract are set forth in the following documents (collectively referred to as the “Contract Documents”), all of which are incorporated herein by reference and made part thereof:

- Special Conditions (if provided)
- General Conditions
- Plans and Specifications – Exhibit A
- Bid Instructions – Exhibit B
- Addenda – Exhibit C

CASCADE WATER ALLIANCE  
 (“OWNER”)

\_\_\_\_\_  
 (“CONTRACTOR”)

By \_\_\_\_\_

By \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

Washington Contractor’s License

No: \_\_\_\_\_

**General Conditions**

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## A. GENERAL PROVISIONS

The Contract Documents constitute the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral.

1. The Contract Documents are intended to be complementary. What is required by one part of the Contract shall be as binding as if required by all. Should any conflict or inconsistency be found in the Contract Documents, the Owner shall resolve any such conflict or inconsistency in accordance with the Order of Precedence Section, A.2.
2. Any conflict or inconsistency between the terms or conditions of the Contract Document shall be resolved by the following descending order of precedence (with a taking precedence over b, c, d, e, f, g and h; b taking precedence over c, d, e, f, g and h; and so forth):
  - a. Change Orders;
  - b. Signed Construction Contract;
  - c. Supplemental Terms and Conditions;
  - d. General Conditions;
  - e. Specifications as modified by Addenda or Change Orders;
  - f. Drawings, as modified by Change Orders;
  - g. Geotechnical Baseline Report (GBR), if any

IN THE EVENT THERE EXISTS A CONFLICT, INCONSISTENCY, OR AMBIGUITY WITHIN THE TERMS OR CONDITIONS OF ONE OF THE CONTRACT DOCUMENT CATEGORIES SET FORTH ABOVE, THE MORE STRINGENT REQUIREMENTS, AS DETERMINED BY THE OWNER, SHALL BE DEEMED TO HAVE BEEN INTENDED AND TO HAVE BEEN INCLUDED IN THE ORIGINAL CONTRACT PRICE.

3. Unless the Owner, in writing, indicates otherwise, the authority to (1) commit to or bind the Owner to any Change Orders or Change in Contract Work, Contract Sum and/or Contract Time; or (2) sign the Contract or Change Orders rests solely in the Owner's Board President or its designee.
4. The Owner shall identify the Project Representative for the Contract in writing prior to or concurrent with the Owner's issuance of the Notice to Proceed.
5. The Project Representative is the Owner's point of contact for the Contractor.

## B. GENERAL OBLIGATIONS

The Contractor makes the following representations to the Owner:

1. Before submission of its bid, the Contractor has:
  - a. Carefully reviewed the Contract Documents and visited and examined the Site.
  - b. Become familiar with the general and local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of Contract 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 Site or affect performance of the Contract Work or the cost or difficulty thereof; and
  - c. Become familiar with and satisfied itself as to the conditions bearing upon transportation, disposal, handling, and storage of materials; and
  - d. Become familiar with and satisfied itself as to the availability of labor, water, electric power, and roads; and the uncertainties of traffic, weather, or similar physical conditions at the site.

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Form updated October 27, 2020

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2. Any failure of the Contractor to take the action described in this provision or elsewhere in the Contract Documents will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Owner.
3. 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, site visit, and the general conditions (including but not limited to weather, site, soil) known or reasonably anticipated for the Site;
4. The Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform the Contractor's obligations required by the Contract; and
5. The Contractor is able to furnish plants, tools, material, supplies, equipment, and labor required to complete the Work and perform the obligations required by the Contract and has sufficient experience and competence to do so.
6. The Contractor shall provide sufficient supervision and coordination to the Work, using its best skill and attention. The Contractor is hereby given notice that the Owner will be relying on the accuracy, competence and completeness of the Contractor's work. The Contractor shall supervise and coordinate and be solely responsible for the proper performance of the Work in accordance with the Contract, including the construction means, methods, techniques, sequences, procedures, and for coordination of all portions of the Work.
7. Unless specified elsewhere in the Contract, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction machinery, utilities, transportation, and other facilities and services (including federal and state tax, industrial insurance, social security liability and all other applicable taxes) necessary for the proper execution and completion of the Work.
8. The Contractor shall also provide sufficient staffing and supervision to process Requests for Information, Change Proposals, Submittals, Change Orders, close out documentation, and to perform all other requirements of the Contract and all Work.
9. The Contractor shall lay out its Work from baselines and benchmarks indicated in the Contract and shall be responsible for the accuracy of all field measurements used in the layout.
10. The Contractor shall carefully study and compare all Contract Documents and verify the conditions, dimensions, and instructions as stated therein.
11. The Contractor shall immediately notify the Owner in writing of any:
  - a. Error, inconsistency, or omission in the Contract Documents that a reasonable contractor knew or through the exercise of reasonable diligence should have discovered under the same and similar circumstances.
  - b. Requirement in the Contract Documents that conflicts with any local, state and federal laws, regulations and/or permits, licenses and easement conditions that a reasonable contractor knew or through the exercise of reasonable diligence, should have discovered under the same and similar circumstances.
12. The Contractor should not proceed with the Work in question until the Contractor receives written direction from the Project Representative.
13. If the Contractor proceeds with the Work in question without written direction from the Owner, the Contractor shall be responsible for any costs or damages associated with fines or penalties; demolition, tear out, removal, cleanup, remediation, or fixing the work in question; and delay, disruption, and loss of

productivity.

14. The Contractor's failure to timely discover and immediately report such errors, inconsistency, or omissions and conflicts in regulatory requirements, permits, license or easements to the Owner shall preclude the Contractor's recovery of costs and time resulting from the Contractor failure to timely discover and/or immediately notify the Owner of such errors, inconsistency, or omissions.
15. The Contractor shall keep at the Site an accurate, readable, and orderly record set of drawings and specifications, updated as the job progresses to show all approved changes, options, alternates, and all actual deviations from the original Contract Documents. This set of drawings and specifications shall be the Record Documents.
16. The Contractor and Subcontractors and Suppliers shall maintain Project cost records by cost codes and shall segregate and separately record at the time incurred all costs (1) directly associated with each work activity and (2) directly or indirectly caused by any event or condition for which the Contractor seeks an adjustment in the Contract Price, Contract Time, and/or damages.

### **C. CONTRACTOR'S SUPERVISION AND EMPLOYEES**

1. The Contractor has an obligation to provide qualified and competent people in sufficient number to administer the Contract and perform all the Work necessary to complete the Project as provided for in the Contract.
2. During performance of the Work the Contractor shall have qualified full-time supervisory personnel on-site and available to administer, manage and coordinate the Work. The Owner shall not be responsible for the acts or omissions of the supervisory personnel or their assistants.
3. The Contractor shall provide the identities of all supervisory personnel to the Owner prior to commencement of the Work. The Contractor shall not change supervisory personnel except with the written notice to and approval by the Owner. The Contractor shall provide the Owner with written notice of any replaced supervisors.
4. If this Contract was awarded pursuant to a bid invitation that required Contractor to comply with Bidder Responsibility Criteria, Contractor may not alter or modify the Contractor's personnel or other resources or equipment listed by Contractor to comply with such criteria at the time of bid, unless the Owner expressly consent in advance in writing.
5. If the Contract was awarded to Contractor after a prequalification, best value proposal or other similar procurement wherein Contractor represented that specific key personnel (i.e., Project Manager and/or General Superintendent) would be used to carry out the Work or fulfill any Contract responsibilities, Contractor's failure to use such key personnel after award of the Contract shall constitute a breach of Contract entitling Contracting Agency at its option to any and all remedies, including but not limited to specific performance, revocation of the Contract Award, refusal to authorize Notice to Proceed, suspension of Work for such time period as is necessary for Contractor to comply with the Contract by mobilizing the specific individuals, and/or termination of the Contract.
6. The Contractor shall at all times enforce good order among all persons furnishing labor or materials on-site and shall only employ workers skilled in the work assigned. If requested by the Owner, Contractor shall provide the Owner with copies of licenses, registrations, and certifications.
7. The Owner shall have the right to require the Contractor to remove personnel from the Site who, in the Owner's sole opinion, are not in the best interest of the Project, lack appropriate qualifications and/or fail to meet or uphold the requirements of the Contract. Failure by the Owner to require removal of any Contractor personnel shall not be deemed an admission that any such personnel are satisfactory, nor shall such failure relieve the Contractor from any obligation or responsibility under the Contract.

**D. CONTRACTOR’S DUTY WHEN OWNER PERFORMS WORK ON-SITE**

1. The Owner reserves the right to perform work not included in the Contract or to let other contracts to third parties to perform other work in the vicinity of, or relating to, this Contract. At no additional cost to the Owner, the Contractor shall (i) shall cooperate with the Owner and other contractors in scheduling the Contractor's Work with the work of others in order to minimize conflicts, avoid interruptions or delays to others and promote the orderly completion of the Work as a whole and (ii) coordinate its Work with the Owner and other Owner contractors and, at the Owner’s request, participate in meetings for the purpose of coordinating the Contractor’s construction schedule with those of other contractors.
2. Unless specifically identified otherwise, the Contractor may not have exclusive access to or use of work areas. The Contractor may be required to use facilities and areas concurrently with others. When other forces are employed on related or adjacent work, the Contractor shall conduct its operations in such manner as to cause the least possible delay and hindrance to the other forces. To the extent a direct conflict exists with regard to access to the Site, if the contractors cannot work out a resolution that has no impact on Contract Price, Contract Time, and any Contract Milestones in the Contract Documents, the Project Representative shall issue written direction to resolve the conflict.
3. The Contractor shall not cut, excavate, alter, impair, or otherwise engage in work activity that inhibits the work of any other contractors without the prior written consent of the Owner.
4. If any part of the Contractor’s Work depends, for proper execution or results, upon the prior work of the Owner or any other contractor, the Contractor shall, before performing the affected Work, inspect and give prompt notice of any apparent discrepancies or defects in the prior work that renders it unsuitable for the reception of Contractor’s Work. Contractor’s failure to so inspect and/or to give such prompt notice to the Owner shall constitute an acceptance of the prior work as fit for the reception of its work.
5. The Contractor shall be responsible to the Owner for all damage to the Work, persons, and property caused to other forces by Contractor's operations and for loss to other forces caused by the Contractor's unnecessary delays or hindrances, and for failure to finish the Work within the time specified for completion.

**E. SUBCONTRACTOR AND SUPPLIERS**

1. This Contract is between the Owner and the Contractor.
2. The Contractor’s subcontracting shall create no contract between the Owner and the Subcontractor and Suppliers. Subcontractors and Suppliers are not intended or incidental third party beneficiaries to the Contract. The Subcontractor and Suppliers shall have no rights against the Owner by reason of any subcontract or other agreement with the Contractor.
3. The Contractor will be responsible for performing all Work as required by the Contract. The Contract has not been written with the intent of, and Owner shall not be a party to, defining the division of work between the Contractor and its Subcontractors and Suppliers.
4. The Contractor shall be responsible for all Work and material furnished, and no subcontract shall in any case release the Contractor of its obligations or liability under this Contract and the Performance and Payment Bond.
5. Subcontractors and Suppliers shall be properly licensed, registered or certified, as applicable, and capable to perform the assigned work.
6. If requested by the Owner, the Contractor shall provide documentation that the proposed Subcontractors and Suppliers are sufficiently qualified, experienced and equipped to do the Work.

7. The Contractor shall require each Subcontractor and Supplier to comply with all provisions of this Contract. At the request of Subcontractors or Suppliers, Contractor shall make available for copying all Contract Documents.
8. If this Contract was awarded pursuant to a bid invitation that required Contractor to comply with Bidder Responsibility Criteria, Contractor may not alter to modify the Subcontractors, Suppliers or key personnel listed by Contractor to comply with such criteria at the time of bid, unless the Owner expressly consent in advance in writing.
9. The Contractor shall be responsible for the acts and omissions of Subcontractors and Suppliers. The Contractor shall also be responsible for the suitability of any materials, components, equipment or supplies furnished by a Subcontractor and/or Supplier irrespective of whether such were designated or approved by the Owner.
10. If any part of the subcontracted Work or a Subcontractor's or Suppliers' performance of the Work and/or materials fails to comply with the Contract, the Owner may request in writing that the Subcontractor be removed and/or Supplier be replaced. The Contractor shall comply with this request at once, and shall not, for the duration of this Contract, either (1) employ the removed Subcontractor for any further work, or (2) purchase any more materials from the rejected Supplier. All costs associated with any such removal and/or replacement shall be paid by the Contractor.
11. Contractor shall not substitute any Subcontractor or Supplier without the Owner's prior written consent.

**F. SCHEDULE OF WORKING HOURS, OVERTIME, AND SHIFT WORK**

1. As specified in the Contract, the Contractor shall submit a schedule of working hours, including overtime and shift work, to the Owner for acceptance. This schedule shall comply with RCW 49.28 and all other Contract requirements.
2. The schedule of working hours accepted by the Owner shall be the only schedule used by the Contractor during performance of Work in the Contract, unless approved in writing signed by the Owner.
3. The Contractor shall provide 48 hours advance written Notice of any intent to work outside of regular working hours as defined in the Contract Documents or on Sundays or holidays as defined by the State of Washington. Any Work performed after regular working hours or on Sundays or holidays, shall be performed without additional expense to the Owner, except as otherwise provided in the Contract Documents.
4. Work hours shall comply with the requirements of the local agency with jurisdiction and the permits for the project.
5. Costs of inspection and testing performed by the Owner during overtime work by Contractor shall be paid by Contractor based on actual costs incurred by the Owner and may be deducted by Owner for payments due to Contractor.

**G. CONTRACTOR'S OVERALL RESPONSIBILITY FOR PROTECTION OF WORK, PROPERTY, AND PERSONS**

1. The Contractor shall be solely and completely responsible for conditions of the Site, including safety of all persons and property, during performance of the Work. The Contractor shall maintain the Site and perform the Work in a manner which meets all statutory and common law requirements or other specific contractual requirements for the provision of a safe place to work and which adequately protects the safety of all persons and property on or near the Site. This obligation shall apply continuously and shall not be limited to normal working hours. The Owner's inspection of the Work or presence at the Site does not and shall not be construed to include review of the adequacy of the Contractor's safety measures in, on or near the site of

the Work.

2. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including adequate safety training, in connection with the Work. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss. The Contractor shall be responsible for responding to any request for information from any government agency charged with enforcing safety regulations. The Contractor shall immediately inform the Owner of the receipt of any such request for information and the Contractor shall keep the Owner informed of the efforts it is undertaking to respond to the request.
3. Unless otherwise required in the Contract Documents, the Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials and equipment associated with the Work until the date of Substantial Completion. The Contractor remains responsible for any damage or loss caused directly or indirectly by the acts or omissions of the Contractor, Subcontractors, Suppliers or third parties authorized or allowed on the Site by the Contractor until Final Acceptance.
4. The Contractor shall also be solely and completely responsible for damages arising from the work that affect property adjacent to the Site.
5. The Contractor shall repair or replace without cost to the Owner any damage or loss that may occur, except damages or loss caused by the act or omissions of the Owner.
6. The Contractor shall erect and maintain adequate signs, fencing, barricades, lights or security measures and persons to protect the Work until Project Representative authorizes in writing the removal of signs, fencing, barricades, lights or security measures.

#### **H. CONTRACT ADMINISTRATION**

1. All time requirements set forth in the Contract Documents are of the essence.
2. The Contractor shall be required to:
  - a. Prosecute the Work diligently with adequate forces;
  - b. Plan, coordinate, and layout the Work in advance so as to avoid delay;
  - c. Achieve Substantial Completion of the Work, Contract Milestones and Final Acceptance in accordance with the requirements of Contract Documents; and,
  - d. Complete all Contract close out requirements in accordance with all applicable Contract requirements within the time period established by the Owner in the Certificate of Substantial Completion.
3. Unless otherwise specified, within fourteen (14) days after the Contractor signs the Contract, the Contractor shall submit to the Owner at the time specified in the Contract a detailed Schedule of Values which identifies the various activities of the Contract Work and their values and quantities, including the overhead and profit for each activity. The Contractor warrants that the values identified in its Schedule of Values accurately reflect the value of each work activity. The Schedule of Values shall be used as a basis for calculating all Progress Payments. Payment for Contract Work shall be made only for and in accordance with those activities identified in the Schedule of Values.
4. The Contractor shall not be entitled to, nor shall the Owner be required to make, payment for any Contract Work until the Schedule of Values has been accepted by the Owner. Such acceptance shall not be unreasonably withheld.

5. The Owner shall review and accept the Schedule of Values or provide the Contractor with a written explanation of why the Schedule of Values was not acceptable. The Owner shall use reasonable efforts to review the Schedule of Values within 30 days of the Owner's receipt of the Contractor's submittal of its Schedule of Values. The Owner's acceptance of the Schedule of Values shall not relieve the Contractor from its sole responsibility for the accuracy of the Schedule of Values and its compliance with all Contract requirements. The Contractor shall revise the Schedule of Values as necessary to accurately reflect Change Orders. The revised Schedule of Values shall be provided to the Owner within five (5) days of the approval of the Change Order.
6. Each Application for Payment shall include a current status of the Schedule of Values. No Application for Payment will be considered until the current status of the Schedule of Values has been submitted and accepted.

## **I. PROJECT SCHEDULE**

1. Unless otherwise stated in the Contract, within fourteen (14) days after the date of Contract Execution, the Contractor shall submit to the Owner a Project Schedule in hard copy and/or electronic format as required by the Contract. The Project Schedule shall show the sequence in which the Contractor proposes to perform the Work, indicate the Critical Path, identify the dates on which the Contractor proposes to start and finish the scheduled activities of the Contract Work, indicate Contract Milestone (if any) completion dates, indicate Substantial Completion within the time allowed by the Contract, indicate a date for Final Acceptance within the Contract Time, and meet all the requirements as maybe set forth more particularly in the Technical Specifications on Project Schedule.
2. By reviewing the Project Schedule and providing written comments, the Owner is not approving or adopting the Contractor's plan, schedule, means, methods, techniques, sequences, or procedures required to perform the Work. Review and comment by the Owner of the Project Schedule shall not relieve the Contractor from the sole responsibility for the accuracy of a Project Schedule, and its compliance with all Contract requirements, and its responsibility to meet all required Contract completion dates. Failure by the Owner to indicate items on the Project Schedule that do not conform with the Contract requirements shall not alter or waive the Contract requirements or relieve the Contractor from complying with all Contract requirements.
3. The Contractor shall not be entitled to, nor shall the Owner be required to make payment for any Contract Work until the Project Schedule complies with all Contract requirements.
4. If, in the opinion of the Owner, the Contractor falls behind in its progress of the Work due to acts or omissions of the Contractor, Subcontractors and Suppliers, the Contractor shall take all necessary steps to improve its progress and bring its progress back in-line with the accepted Project Schedule, without additional cost to the Owner. In this circumstance the Contractor shall, as necessary, increase the number of shifts, overtime operations, and/or days of work, both on and off the Site, and submit for acceptance any supplementary schedule or schedules as the Owner deems necessary to demonstrate how the accepted rate of progress will be regained. Failure of the Contractor to comply with the requirements under these provisions shall be grounds for a determination by the Owner that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Owner may pursue any right it has under the law or the Contract, including but not limited to default termination.
5. The Contractor shall schedule the Contract Work so that the Contract Work is completed on time. If the Contractor attempts to perform the Contract Work in less than the Contract Time no additional compensation for any delays attributable to the Owner or any acceleration will be owed to the Contractor if the Contractor fails to achieve the earlier completion date.
6. Submittals include shop drawings, setting and erection drawings, schedules of materials, product data, samples, certificates and other information prepared for the Work by the Contractor or a Subcontractor as

set forth in the Technical Specifications (“Submittals”). The Contractor shall perform no portion of the Work requiring Submittals until the Submittals have been reviewed and returned by the Owner with one of the following annotations: (1) “No Exceptions Taken” (2) “Note Markings” or (3) “Received for Information Only.”

7. The Contractor shall provide Submittals with reasonable promptness and in such sequence as to facilitate the timely completion of the Contract. The Contractor shall prepare and keep current, for review by the Owner, a schedule of Submittals which is coordinated with the Contractor’s Project Schedule and allows the Owner reasonable time for review.
8. The Owner shall review the Contractor’s Submittals and respond in writing with reasonable promptness. Unless otherwise agreed, no delay to the Contractor’s Work shall be attributable to the failure by the Owner to respond to a Submittal until thirty days after the Submittal is received by the Owner, and then only if failure by the Owner to respond is unreasonable and affects the Contract completion date.
9. If the Contractor is required to resubmit a Submittal, any revisions on resubmittals, shall be specifically identified in writing and the resubmitted Submittal shall be sequentially alpha denoted and note revisions in numerical order. The cost of the review of the initial Submittal and the first revised submittal shall be borne by the Owner. The costs of all additional revised Submittals shall be charged to the Contractor. The cost of review shall include, without limitation, administrative, design, and engineering activities directly related to review of Submittals. The Owner may deduct these costs from any amounts due the Contractor.
10. The Owner shall review the Contractor’s Submittals only for conformance with the design of the Work and compliance with the Contract. Review of the Submittals are not conducted to verify the accuracy of dimensions, quantities, or calculations, the performance of materials, systems, or equipment, or construction means, methods, techniques, sequences, or procedures, all of which remain the Contractor’s responsibility. Failure by the Owner to take exception to a Submittal shall not relieve the Contractor from any duty, including its responsibility for errors or omissions in Submittals, its duty to make Submittals and its duty to perform the Work according to the requirements of the Contract. The Owner’s review of a Submittal shall not alter or waive the requirements of the Contract unless the Owner has issued prior written approval of such change or alteration of the Contract requirements.

**J. CORRECTION OF WORK OR DAMAGED PROPERTY**

1. The Owner may, at any reasonable time and at its own cost, conduct inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract. The Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract. 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 the Owner.
2. If the Owner determines that material, equipment, workmanship, or Work proposed for, or incorporated into the Work, does not meet the Contract requirements or fails to perform satisfactorily, the Owner shall have the right to reject such Work by giving the Contractor written notice that such Work is either defective or non-conforming.
3. The Owner, at its option, shall require the Contractor, within a designated time period as set forth by the Owner, to either:
  - a. Promptly repair, replace or correct all Work not performed in accordance with the Contract at no cost to the Owner or,
  - b. Provide a suitable corrective action plan at no cost to the Owner and subject to the approval of the Owner.

Once the corrective action plan is reviewed and returned by the Owner with the annotation “No Exception Taken” or

“Note Markings,” the Contractor shall implement the corrective action plan:

- a. Review and providing comments on the corrective action plan is not an acknowledgement by the Owner that such plan is adequate to remedy the defective or non-conforming work.
  - b. If the corrective action plan does not remedy the defective or non-conforming Work, the Contractor shall remain responsible for remedying the defective or non-conforming Work to the Owner’s satisfaction.
4. The Contractor shall also be responsible for all repairs to any property and work damaged by the Contractor.
  5. Under no circumstances shall the Contractor be entitled to additional time or money for the correction of defective or non-conforming work, or for the repair of damaged property. The Owner shall not be responsible for any costs to prepare corrective action plans, correct work or repair damaged property.
  6. If the Contractor does not repair, replace or correct and/or remove defective or non-conforming Work or repair damaged property as required by the Owner, the Owner or Owner’s designee may repair, replace or correct and/or remove it and deduct the cost of such effort from any payment due the Contractor.
  7. Under this provision, the Owner reserves the right to make use of the Contractor’s plant and equipment for this repair, replacement, correction or removed Work. If the remaining payments due the Contractor are not sufficient to cover the Owner’s cost of remedying the defective or non-conforming work, the Contractor shall pay the difference to the Owner.

## **K. PAYMENT**

1. On or about the first business day of each month, the Contractor shall submit to the Owner an Application for Payment. The Contractor shall include with each Application For Payment:
  - a. Current Schedule of Values reflecting the work done since the last Application for Payment and the cumulative work completed to date;
  - b. Project Schedule and the most current updates; and,
  - c. Affidavits signed by all Subcontractors performing Work as of the last Application for Payment, stating that each of them has been paid, less earned retainage, as their interests appeared in the last Application For Payment.
2. Inclusion of the required documentation is a condition precedent to payment. The Contractor is not entitled to payment for any work unless the Application for Payment includes all required documentation.
3. The Application for Payment shall correlate the amount requested with the Schedule of Values and with the state of completion of the Work, as measured by the current Project Schedule. In addition to Work performed by the Contractor, Applications for Payment may include:
  - a. The cost of major materials or equipment (major material or equipment to be identified on the Schedule of Values) suitably stored on the Site; and,
  - b. With the Owner’s consent, up to 75% of the cost of major materials or equipment suitably stored off the Site if the Owner’s interest in those major materials or equipment is protected through insurance and the Contractor provides documentation of such insurance.
4. The Owner shall promptly review each Application for Payment and identify in writing any cause for disapproval within ten (10) Working Days. In addition to withholding payment for unsatisfactory



performance or failure to comply with Contract requirements, if the Contractor's Application for Payment fails to recognize any back-charges, off-sets, credits, change orders, or deductions in payment made in accordance with the Contract, the Owner shall have the right to revise or disapprove Contractor's Application For Payment because the Application For Payment is not considered a properly completed invoice.

5. If an Application for Payment is accepted by the Owner, it shall be paid within forty-five days of the Owner's receipt of the properly prepared invoice (Application for Payment).
6. In addition to moneys retained pursuant to RCW 60.28 and without waiver of any other available remedies, the Owner has the right to recapture, withhold, nullify, or back-charge, in whole or in part, any payments due to Contractor or payments made to the Contractor as may be necessary for reasons including but not limited to:
  - a. Defective or non-conforming Work;
  - b. Costs incurred by the Owner to correct, repair or replace defective or non-conforming Work, or to complete the Work;
  - c. Assessment of Liquidated Damages;
  - d. Failure to perform in accordance with the Contract;
  - e. Cost or liability that may occur to the Owner as the result of the Contractor's or Subcontractor's acts, omissions, fault, or negligence;
  - f. Deduction in Contract Work;
  - g. Failure of Contractor to repair damaged materials, equipment, property, or Work;
  - h. Failure to comply with all applicable federal, state, and local laws, statutes, regulations, codes, licenses, easements, and permits;
  - i. Failure to obtain and maintain applicable permits, insurance, and bonds;
  - j. Failure to pay Subcontractors or Suppliers;
  - k. Payments made by mistake and/or Payments made erroneously and/or excess of the sum actually due under the Contract.

The withholding, nullification, or back-charge of any payment(s) by the Owner shall in no way relieve the Contractor of any of its obligations under this Contract.

7. Title to all Work and materials covered by an accepted and paid Application for Payment shall pass to the Owner at the time of such payment, free and clear of all liens, claims, security interest, and encumbrances. Passage of title shall not, however, (1) relieve Contractor from any of its duties and responsibilities for the Work or materials, (2) waive any rights of the Owner to insist on full compliance by Contractor with the Contract requirements, or (3) constitute acceptance of the Work or materials.
8. RCW Chapter 60.28, concerning the rights and responsibilities of Contractor and the Owner with regard to retainage are made a part of the Contract by reference as though fully set forth herein.

Pursuant to RCW 60.28.011 and RCW 39.08.030, claims or "liens" by Subcontractors and Suppliers against the retained fund or the retainage bond must be in writing and submitted to the Owner at the address given for notices in this Contract, for filing with the Project documents. The Owner will maintain a copy of all claims "liens" against the retainage in the Project document files.

## **L. COMPLETION AND ACCEPTANCE**

1. When the Contractor considers that all Work or Work associated with Contract Milestones is substantially complete, the Contractor shall give notice to the Owner.
2. The Owner shall promptly inspect the Work and, if the Owner agrees that the Work is substantially complete, the Owner will prepare a Punch List (list of items to be completed or corrected).
  - a. The Owner reserves the right to add to, modify, or change the Punch List as circumstances dictate.
  - b. Failure by the Owner to include any items on such list does not alter the responsibility of the Contractor to complete or correct the Work in accordance with the Contract.
  - c. At the Contractor's request, the Owner may identify those Punch List items that must be completed or corrected in order for the Contractor to achieve Completion.
  - d. When the Owner determines that those Punch List items have been completed or corrected by the Contractor, the Owner shall make a determination that the Work has reached Completion.
3. A Certificate of Substantial Completion will be issued by the Owner which shall establish the date of Substantial Completion. This Certificate of Substantial Completion shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and the time to complete Punch List work.
4. The Owner shall assess Liquidated Damages for the Contractor's failure to complete or correct the Work for Substantial Completion within the time specified in Section 2 of this Contract.
5. As provided in the Contract, the Owner may, at its sole discretion, grant Substantial Completion to specific subsystems or portions of the Work. The dates of Substantial Completion shall be determined, in writing, by the Owner.
6. All Punch List items shall be successfully completed by the Contractor within the time period specified therein, prior to the Contractor's request for Final Acceptance. When the Contractor considers that all Contract Work is ready for final inspection and Final Acceptance, the Contractor shall give written notice to the Owner.
7. The Owner shall promptly perform a final inspection of the Work and, if necessary, prepare a Final Punch List (a list of items to be completed or corrected by the Contractor prior to the Owner granting Final Acceptance).
8. The Contractor shall complete or correct the items identified in the Final Punch List within the time period specified therein. Should the Contractor fail to complete or correct all remaining Final Punch List items within the required time, the Owner may assess actual out-of-pocket costs against the Contractor for failure to achieve Final Acceptance in a timely manner.
9. After the Contractor completes all items identified in the Final Punch List(s), the Contractor shall notify the Owner that the Final Punch List items have been successfully completed. Thereafter, after verification by the Owner that such completion was satisfactory, the Contractor shall submit a Final Application for Payment.
10. In addition to any other requirement identified in the Contract Documents, the Final Application for Payment shall include the following documents:
  - a. Affidavit of Wages Paid for Contractor and all Subcontractors and Suppliers in accordance with

- state law;
  - b. Release of Lien Certification for every Subcontractor and Supplier;
  - c. Contractor's release of claims against the Owner;
  - d. Copies of the warranties and guarantees required by the Contract;
  - e. Permit approvals and Certificates of Occupancy;
  - f. Operation and Maintenance Manuals if applicable; and
  - g. As-built Set of Drawings and Specifications.
11. Final Acceptance shall be achieved when all the obligations of the Contract have been successfully performed by the Contractor in accordance with the Contract and accepted by the Owner.
  12. Neither Final Acceptance, nor Final Payment, shall release Contractor or its sureties from any obligations under this Contract or the Performance and Payment Bonds, or constitute a waiver of any claims by the Owner arising from or related to Contractor's performance or failure to perform the Work and to meet all Contractual obligations in accordance with the Contract, including but not limited to:
    - a. Unsettled liens, security interests or encumbrances;
    - b. Damaged, non-conforming, or defective Work discovered by the Owner;
    - c. Terms of any warranties or guarantees required by the Contract;
    - d. Payments made in error.
  13. Acceptance of Final Payment by the Contractor shall, on behalf of itself and its Subcontractor and Suppliers or Sureties, forever and unconditionally release and discharge the Owner, its officers, agents, employees, from any and all disputes or claims, including but not limited to claims for damages, fines, interest, taxes, attorney fees, or costs, demands, rights, actions or causes of actions, known or unknown, arising out of or in any way related to the parties' performance under the Contract and/or Project.

**M. CHANGES TO THE CONTRACT; DIFFERING SITE CONDITIONS**

1. All changes to the Contract must be made in writing and signed by the Board President or its designees. No oral statement by any person shall change or modify the Contract. All changes to the Contract shall be made in accordance with the provisions of this Section.
2. All Change Order work shall be performed in accordance with the original Contract requirements unless modified in writing by the Owner.
3. No Field Directive, response to Request For Information, or other directive, direction, instruction, interpretation or determination, provided by the Owner shall be considered a Change Order, a change to Contract requirements, or, in and of itself, entitlement to an adjustment in Contract Price and/or Contract Time.
4. If the Contractor believes any of the following events entitles the Contractor or its Subcontractors or Suppliers to additional money or time, the Contractor must file a Request for Change Order in accordance with the requirements set forth in the Contract.
  - a. Written Field Directive

- b. Response to a Request for Information
  - c. Comments on a submittal
  - d. Differing Site Condition
  - e. Acceleration or constructive acceleration
  - f. Suspension of the Work
  - g. Delay, inconvenience, disruption of schedule, loss of efficiency or productivity
  - h. Owner caused Stand-by
  - i. Force Majeure
  - j. Conflicts, ambiguities, inconsistencies, and/or problems arising from the Contract Documents
  - k. Any other directive or Direction, written or oral, from the Owner
  - l. Any other reason for which the Contractor believes it is entitled to additional money or time.
5. The Contractor shall not be entitled to any change in the Contract Price and/or Contract Time under the following conditions or events:
- a. They were foreseeable at the time the Contractor submitted its bid;
  - b. They were caused by the acts of the Contractor, Subcontractors and/or Suppliers, including but not limited to the choice of means, methods, techniques, sequences, or procedures for the Work, failure to provide labor, materials or equipment in a timely manner, and failure to take reasonable steps to mitigate delays, disruptions, or conditions encountered.
6. The Contractor shall provide the Owner with a written Notice of Intent to Submit a Request for Change Order that the Contractor intends to submit a Request For Change Order no later than three (3) days, except as specified below for Differing Site Conditions, after any direction, instruction, interpretation, determination by the Owner and/or the onset of any event or impact to the Project.
7. The Contractor shall include the following information in the Notice of Intent to Request a Change Order:
- a. The date, circumstances, and source of the direction, instruction, interpretation, determination by the Owner and/or the event or impact to the Project;
  - b. Reasonable order of magnitude estimate of the change to the Contract Price;
  - c. If a time extension will be sought, an analysis of the actual or potential future time impact to the Contract Time; and
  - d. Contractual provisions and substantive basis to support the Request.
8. The Contractor shall provide, in writing, a detailed Request for Change Order to the Owner no later than twenty (20) days after the direction and/or the onset of the event or impact to the Project. The Request for

- a Change Order shall include:
- a. Specific dollar amount covering all costs associated with the requested Change Order calculated in accordance with this Contract;
  - b. If a time extension is sought, an analysis of the specific number of days sought if ascertainable at the time the Request for Change Order must be submitted (or, in the alternative, a reasonable projection of potential delay if the delay is one that is anticipated to occur in the future);
  - c. A copy of the written Notice of Intent, including all attachments; and
  - d. All documentation supporting the Request for a Change Order, including but not limited to all cost records and schedule analysis.
9. The Owner will make a written determination with respect to the Contractor's Request for Change Order within twenty (20) days of receipt of said Request, unless one of the following activities occurs. The Owner may inform the Contractor that additional time is needed to review the Contractor's Request for Change Order and identify a date certain when a decision will be rendered. If the Owner requests additional information, the Owner will make a written determination within forty (40) days receipt of Contractor's additional information. If the Owner does not make a determination within the applicable time period, the Request For Change Order is deemed denied.
  10. If the Owner determines that a Change Order is necessary, the parties may negotiate acceptable terms and conditions and execute a Bilateral Change Order or the Owner may issue a Unilateral Change Order.
  11. If the Contractor disagrees with the denial, the Contractor's sole remedy shall be to file a fully documented Claim within thirty (30) days of deemed denial or the Contractor's receipt of the denial in accordance with this Contract.
  12. Pending resolution of the Contractor's Request for a Change Order, the Contractor shall continue to perform all Work including, at the written request of the Owner that work associated with the pending Request for Change Order. The Contractor shall maintain its progress with the Work.
  13. Failure to follow the provisions set forth herein shall constitute a waiver of the Contractor's right to receive any additional time or money as a result of any alleged direction, instruction, interpretation, determination by the Owner and/or the event or impact to the Project.
  14. If the Contractor encounters a Differing Site Condition the Contractor shall within no more than 24 hours, and before the conditions are disturbed, give written Notice to the Owner of such Differing Site Condition (Initial Notice). The Initial Notice shall describe the nature and extent of the Differing Site Condition and its impact the progress of the Work. The Contractor must preserve and not discard or alter all physical evidence related to the alleged Differing Site Condition.
  15. The Contractor and Owner shall have the right to conduct tests or examinations upon the condition constituting the alleged Differing Site Condition. No such tests or examinations shall occur except upon reasonable prior written notice to both Parties. The Parties may but need not share with one another the results of such tests or examinations.
  16. Unless otherwise agreed upon in writing by the Owner, within thirty (30) days of the Contractor's Initial Notice, the Contractor shall provide a Request for Change Order demonstrating:
    - a. A detailed description of the alleged Differing Site Condition;
    - b. The Contractual basis supporting the existence of the alleged Differing Site Condition;
    - c. Causation between the alleged Differing Site Condition and any unavoidable negative impact to

Contractor's work, operations or schedule;

- d. Costs solely attributable to the alleged Differing Site Condition inclusive of alleged Project Schedule delays, and
  - e. Contractor's affirmative measures to avoid, work-around, prevent or mitigate the negative impact to its work, operation or schedule.
17. If the Contractor's actions disturb, discard, waste or destroy the Site such that the Owner or Owner's designee cannot adequately and fully investigate the alleged Differing Site Condition, the Contractor waives its right to receive any additional time or money as a result of the Differing Site Condition. Failure by the Contractor to provide either (a) the Initial Notice within the time prescribed above or (b) submit a fully documented Request for Change Order demonstrating the elements set forth above within the time prescribed above shall constitute a waiver of the Contractor's right to receive any additional time or money as a result of the alleged Differing Site Condition.
18. The Owner reserves the right to investigate the alleged Differing Site Conditions and shall respond to the Contractor's Request for Change Order.
19. The Contractor shall not disturb the condition until receipt of written authorization from the Project Representative that work can resume at the location of the alleged Differing Site Condition. The Contractor shall continue with performance of all other Work.
20. Any Change Order, Claim or extra compensation of any kind caused by or related to any alleged Differing Site Condition shall be quantified only and strictly as set forth herein.
21. If the Owner and Contractor reach agreement on the terms and conditions of any change in the Work, including any adjustment in the Contract Price and Contract Time, such agreement shall be incorporated into a Change Order and signed by both Parties. Such Bilateral Change Orders shall represent full and complete payment and final settlement of all changes, Claims, damages or costs for all (a) time; (b) direct, indirect, and overhead costs; (c) profit; and (d) any and all costs or damages associated with delay, inconvenience, disruption of schedule, impact, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, stand-by, and any other costs or damages related to any work either covered or affected by the Change Order, or related to the events giving rise to the Bilateral Change Order.
22. The Owner may unilaterally issue a Change Order at any time, without invalidating the Contract and without notice to the sureties, making changes within the general scope of this Contract.
23. If any such Change Order causes an increase or decrease in the cost of, or time required for, performance of any part of the Contract Work, the Owner may make an adjustment in the Contract Price, Contract Time, or both, in accordance with this Contract.
24. If the Contractor disagrees with the adjustment to the Contract Price and/or Contract Time as indicated in the Unilateral Change Order, the Contractor's only remedy shall be to file a fully documented Claim in accordance with Article R.
25. The Contractor is required to continue with performance of all Work, including work associated with the Unilateral Change Order.
26. The Owner may request a written Change Proposal from the Contractor for a change in the Contract Work.
27. Contractor shall submit its written Change Proposal within the time specified in the Owner's request. Costs, delays or impacts to the project Schedule or Critical Path caused by Contractor's failure to provide its written Change Proposal within the time specified by the Owner shall be the responsibility of the Contractor. The Change Proposal shall represent the Contractor's offer to perform the requested work, and the pricing set forth within the proposal shall represent full, complete, and final compensation for the

proposed change and any impacts to any other Contract Work, including any adjustments in the Contract Time.

28. If the Owner accepts the Change Proposal as submitted by the Contractor or as negotiated by the parties, the Owner shall notify the Contractor in writing of its acceptance of the Proposal and direct that the change in the Work be performed. Contractor shall not perform the work identified in the Change Proposal until receipt of written authorization from the Owner. Both parties shall acknowledge acceptance of the terms of a negotiated Change Proposal in writing. Once the Owner and Contractor have agreed on the terms of a negotiated Change Proposal, the negotiated Change Proposal shall represent full and complete compensation and final settlement of all Claims for all (1) time; (2) direct, indirect, and overhead costs; (3) profit; and (4) costs or damages associated with delay, inconvenience, disruption of schedule, impact, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, and/or any other costs or damages related to any work either covered or affected by the Change Proposal, or related to the events giving rise to the Change Proposal.
29. After acceptance of the Change Proposal or acceptance of the negotiated Change Proposal, the Owner shall direct the Contractor to perform the work in accordance with the agreed upon terms; thereafter, the Parties shall execute a bilateral Change Order in accordance with the terms of the Change Proposal or negotiated Change Proposal.
30. If the Owner does not accept the Change Proposal or the Parties cannot agree upon the appropriate price or terms for the Change Proposal, the Owner may issue a unilateral Change Order.

#### **N. WARRANTY**

1. Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, and free from defective workmanship and materials. Contractor further warrants that the Work shall be free from defects in workmanship and material, and shall transfer to the Owner all written warranties related to the Work performed and equipment installed.
2. In addition to any special warranties provided elsewhere in the Contract, Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers.
3. The warranty period shall be for a period of two (2) years from the date of Final Acceptance.
4. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:
  - a. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
  - b. Prior to Final Acceptance require all warranties be executed, in writing, for the benefit of the Owner;
  - c. Enforce all warranties for the benefit of the Owner.
5. If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. In the event the Owner determines that Contractor's corrective action is not satisfactory and/or timely performed, then the Owner has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the Owner and all costs for the Owner's remedy including consultants and attorneys' fees shall be reimbursed by the Contractor.
6. Contractor guarantees payment of all obligations incurred in this Work until final acceptance of the

Work and for one (1) year thereafter.

7. The warranties provided in this provision shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

#### **O. PUBLIC WORKS PROVISIONS**

1. The Contractor shall pay prevailing wages as required and shall comply with RCW 39.12 and RCW 49.28. Notice of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of workers. At the completion of the Project, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification. Final payment on the Contract shall be withheld until the Owner receives certification from the Department of Labor and Industries that prevailing wage requirements have been satisfied.
2. No later than ten days after notice of selection, the Contractor shall execute and deliver to the Owner a performance and payment bond for 100% of the Contract Price in compliance with RCW 39.08, on a form acceptable to the Owner with an approved surety company having an A.M. Best rating of A- or greater that also holds a U.S. Treasury Department certificate of authority as an acceptable surety. The Contractor's sureties shall be listed in the most current version of the (US) Department of the Treasury's Listing of Approved Sureties (Department Circular 570). [http://www.fms.treas.gov/c570/c570\\_a-z.html](http://www.fms.treas.gov/c570/c570_a-z.html). The Contractor shall promptly furnish additional bond security to protect the Owner and persons supplying labor or materials required by the Contract if:
  - a. The Owner has a reasonable objection to any surety;
  - b. Any surety fails to furnish reports on its financial condition pursuant to Owner's request; or,
  - c. The Contract Price increases beyond the bond amount.

#### **P. INDEMNIFICATION**

1. The Contractor shall protect, defend, indemnify, and save harmless the Owner, its officers, officials, separate contractors, employees, and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter "claims"), arising out of or in any way resulting from the Contractor's and/or Subcontractor's and Supplier's of all tiers acts or omissions, performance or failure to perform this Contract, to the maximum extent permitted by law or as defined by RCW 4.24.115, now enacted or as hereinafter amended.
2. The Contractor's obligations under this section shall include, but not be limited to,
  - a. The duty to promptly accept tender of defense and provide defense to the Owner at the Contractor's own expense.
  - b. The duty to indemnify and defend the Owner 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 the Owner 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.
  - c. To the maximum extent permitted by law, the Contractor shall indemnify and defend the Owner from and be liable for all damages and injury caused to property or owners of property on or in the vicinity of the Work or which occurs 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.



3. The Owner may withhold amounts sufficient to pay the amount of any claim for injury, and/or (2) pay any claim for injury of which the Owner may have knowledge, regardless of the formalities of notice of such claim, arising out of the performance of this Contract.
4. 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 Owner, including, without limitation, costs for claims adjusting services, attorneys, engineering, and administration.
5. In the event the Owner 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.

**Q. INSURANCE**

Contractor shall obtain, and keep in force during the term of this Contract, insurance policies as follows:

1. Commercial General Liability. Limits no less than \$2,000,000.00 combined single limit per occurrence and \$4,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CG 00 01) covering Commercial General Liability.
2. Automobile Liability Insurance. Limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CA 00 01) covering Business Auto Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.
3. Workers' Compensation. Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law;
4. Employer's Liability or "Stop Gap". Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy;
5. The insurance policies shall specifically name the Owner, its elected or appointed officials, officers, employees, and volunteers as insureds with regard to damages and defense of claims arising from (1) activities performed by or on half of the Contractor; or (2) products and completed operations of the Contractor; or (3) premises owned, leased, or used by the Contractor.
6. The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to the Owner; and (3) shall state that the Owner will be given at least 30 days' prior written notice of any cancellation, suspension or material change in coverage.
7. Before commencing work and services, Contractor shall provide to the Owner a Certificate of Insurance evidencing the required insurance accompanied by endorsements as are necessary to comply with the requirements of this paragraph. The Owner reserves the right to request and receive a certified copy of all required insurance policies.
8. Any payment of deductible or self-insured retention shall be the sole responsibility of Contractor.

**R. SAFETY**

1. All work done shall be done in a manner that minimizes interruptions or inconvenience to the public and/or Owner staff. All work shall be carried on with due regard for the safety of the public. Property and streets adjacent to the Project site shall be kept free and clear at all times from accumulations of mud, dirt, gravel, rock, and other matter. Contractor will be responsible for daily and final clean up and disposal of refuse, waste and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the Project site. Should the Owner determine Contractor is not fulfilling its obligation in this regard, the Owner reserves the right to take such action as may be necessary, and to charge Contractor with any costs that may be incurred in such remedial action.
2. The Contractor shall take all reasonable precautions for the safety of all employees working on this Contract and all other persons who may be affected by such Work. The Contractor shall designate a responsible member of its organization at the Site whose duty shall be to manage and coordinate the safety programs and to prevent accidents of the Contractor and Subcontractor and Suppliers.
3. Except as otherwise stated in the Contract, if the Contractor encounters on the Site material reasonably believed to be Hazardous Material including but not limited to asbestos, lead, or polychlorinated biphenyl (PCB), that Contractor shall immediately stop work in the area affected and give notice of the condition to the Owner. Work in the affected area shall not be resumed without written direction by the Owner.
4. The Contractor shall maintain in a reasonable number of conspicuous and accessible places at the Site all materials necessary for giving first aid to the injured. The Contractor shall establish, publish and make known to all employees procedures for ensuring immediate removal to a hospital or a doctor's care, of persons who may have been injured on the Site. Employees shall not be permitted to work on the Site before the Contractor has: (1) provided all materials necessary for giving first aid at the Site; and, (2) established and made known procedures for removal of injured persons to a hospital or doctor's care. The Contractor shall ensure that at least one of its employees on site has adequate training in first aid.
5. In order to protect the lives and health of persons performing work under this Contract, the Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions, amendments and regulations issued there under, and the provisions of the Washington Industrial Safety Act of 1973 (WISHA), including all revisions, amendments and regulations issued there under by the Washington State Department of Labor and Industries. The WISHA regulations shall apply, without limitation, to all excavation, tunneling, trenching and ditching operations. In case of conflict between any such requirements, the more stringent regulation or requirement shall apply. There is no acceptable deviation from these safety requirements, regardless of practice in the construction industry. Any violation of OSHA, WISHA or other safety requirements applicable to the work may be considered a breach of this Contract.
6. The Contractor shall prepare and provide to the Owner a written site specific "Safety Program" demonstrating the methods by which all applicable safety requirements of this Contract will be met. The Contractor shall ensure its Subcontractors and Suppliers have a written "Safety Program" or formally adopt the Contractor's site specific "Safety Program." The Contractor shall designate a Safety Officer who shall be responsible for proper implementation of the "Safety Program." The Contractor shall submit a copy of its "Safety Program" and any Subcontractor's "Safety Program" to the Owner within fourteen (14) days after the Contractor signs the Contract. The Owner's review of such Programs shall not be deemed to constitute approval or acceptance thereof and shall not relieve or diminish the Contractor's sole responsibility for Site safety.
7. The Contractor shall conduct a weekly safety audit meeting with all Subcontractors and Suppliers and others on the Site performing Work hereunder to discuss general and specific safety matters. The Contractor shall provide upon request, notice of each meeting to the Owner. At the Owner's request the Contractor shall provide the Owner with a record of each meeting, including a sheet on which each attendee signed in and a list of the matters discussed.

## **S. TIME AND PRICE ADJUSTMENTS; CLAIMS; LITIGATION**

Cascade Water Alliance Construction Contract: Fish Screen – Gantry Crane Repair Project  
Form updated October 27, 2020  
54615

1. The Contract Time shall only be changed by a Change Order, provided, however, that:
  - a. Contractor shall include any request for a change in the Contract Time in its Notice of Intent to submit a Request for Change Order, Request for Change Order, Change Proposal, Notice of Differing Site Conditions, or Claim.
  - b. No change in the Contract Time shall be allowed to the extent the time of performance is changed due to the fault, act, or omission of Contractor, or anyone for whose acts or omissions the Contractor is responsible.
  - c. Contractor is not entitled to a change in Contract Time unless the progress of the Work on the Critical Path is actually delayed and completion of the Contract Work within Contract Time is actually delayed.
  - d. When a Contractor experiences Concurrent Delays which impact the Critical Path and are caused by: (1) the Owner and the Contractor; (2) the Owner and an act of Force Majeure; or, (3) the Contractor and an act of Force Majeure, the Contractor shall only be entitled to a change in Contract Time. No change to the Contract Price shall be allowed as a result of such concurrent delay.
  - e. Notwithstanding anything herein to the contrary, the Contract Time will not be adjusted on account of impacts or delays caused by COVID-19 rules, regulations or government orders in existence at the time of bid submission. The Contract Time will be adjusted if compliance with any new rule, regulation or government order not in existence at bid submission causes an unavoidable delay to the Critical Path of the Work.
2. A Request for a Change Order that includes a request for an adjustment in the Contract Time shall:
  - a. Be in writing and delivered to the Owner within the appropriate time period specified in this Contract.
  - b. Include a clear explanation of how the event or conditions specifically impacted the Critical Path and overall Project Schedule and the amount of the adjustment in Contract Time requested.
  - c. Be limited to the change in the Critical Path of a Contractor's Project Schedule, and any updates, attributable to the event or conditions which caused the request for adjustment. No extension of time or compensation for damages resulting from delay will be granted unless the delay actually affects the timely completion of all Work under the Contract or timely completion of a portion of the Work for which time of completion is specific. Contractor shall be responsible for showing clearly on the Project Schedule, and any updates, that the event or conditions:
    - i. Had an actual specific impact on the Critical Path and was the sole cause of such impact;
    - ii. Could not have been avoided by re-sequencing of the Work or other reasonable alternatives;
    - iii. Will prevent the Contractor from completing the Project within the current Contract completion date;
    - iv. 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. The Contract Sum shall only be changed by a Change Order.
4. Contractor shall include any request for a change in the Contract Price in its:
  - a. Change Proposal;

- b. Notice of intent to submit a Request for Change Order;
  - c. Request For A Change Order; and,
  - d. Claim provided the related Request for Change Order and/or Change Proposal included a request to adjust the Contract Price.
5. No change in the Contract Price shall be allowed when:
- a. Contractor's changed cost of performance is due to the fault, acts, or omissions of Contractor, or anyone for whose acts or omissions Contractor is responsible;
  - b. The change is concurrently caused by Contractor and the Owner; or,
  - c. The change is caused by an act of Force Majeure.
6. The adjustments to the Contract Price provided for in this Section represent full, final, and complete compensation for all work done in connection with the request for an adjustment in Contract Price and all costs related to or resulting from, related to, or affected by such change in Work including, but not limited to, all Direct Costs and indirect costs, overhead, profit, and all costs or damages associated with delay, inconvenience, disruption of schedule, impact, dilution of supervision, inefficiency, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, and any other costs or damages related to any work either covered or affected by the change in the Work, or related to the events giving rise to the change.
7. Pending final resolution of any request for a change in Contract Price, the Contractor shall proceed diligently with performance of all Work, including the work associated with such request and maintain its progress of the Work.
8. If an Owner-caused delay for which Contractor seeks compensation is concurrent with a delay for which Contractor is responsible, Owner is responsible only for that portion of the delay which it caused in excess of the delay caused by Contractor, provided Contractor can prove such an apportionment.
9. One of the following methods is to be used to calculate damages and/or adjustments to the Contract Price that result from or relate to a Change Proposal, Request for Change Order, and/or Claim:
- a. Unit Price Method;
  - b. Firm Fixed Price Method (also known as Lump Sum); or,
  - c. Time and Materials Method.
10. Whenever Owner authorizes Contractor to perform Work on a Unit Price basis, the Owner's authorization shall clearly state the:
- a. Scope of work to be performed;
  - b. Applicable Unit Price; and,
  - c. Not to exceed amount of reimbursement as established by the Owner.
11. The applicable Unit Price shall be deemed to include reimbursement for all Direct Costs and Indirect Costs of the Work, including Overhead and Profit as well as any impact, disruption, delay or inefficiency costs.
12. Contractor shall only be paid under this method, up to the not to exceed amount, for the actual quantity of

materials incorporated in or removed from the Work and such quantities must be supported by field measurement statements verified by the Owner.

13. Any adjustments to the Contract Price using the Firm Fixed Price method shall include only Reasonable Costs for labor, equipment, material, Overhead and Profit. Whenever the Owner authorizes Contractor to perform changed work on a Firm Fixed Price method, the Owner's authorization shall clearly state:
  - a. Scope of Work to be performed; and,
  - b. Total Fixed Price payment for performing such work.
14. Whenever the Owner authorizes the Contractor to perform Work on a Time and Material basis, Owner's authorization shall clearly state:
  - a. Scope of Work to be performed; and,
  - b. A not to exceed amount of reimbursement as established by the Owner.
  - c. Contractor shall:
    - i. Cooperate with the Owner and assist in monitoring the Work being performed;
    - ii. Substantiate the labor hours, materials, and equipment charge to the work under the Time and Materials Method by detailed time cards or logs completed on a daily basis before the close of business each working day.
    - iii. Present the time card and/or log at the close of business each working day to the Project Representative for review and initial each time card/log;
    - iv. Perform all Work in accordance with this provision as efficiently as possible;
    - v. Not exceed any cost limit(s) without Owner's prior written approval: and,
    - vi. Maintain all records of the work, including all records of the Subcontractors, Suppliers, and Materialmen, and make such records available for inspection.
15. The Contractor shall only be entitled to be paid for Reasonable Costs actually incurred by the Contractor. The Contractor has a duty to control costs. If the Owner determines that the Contractor's claimed costs exceed those allowed as Reasonable Costs, the Owner, at its discretion, may determine the Reasonable Cost for payment. Any adjustments to the Contract Price using the Time and Materials method shall be measured by Reasonable Cost (as supplemented by this Section 6) and shall cover the following subsections (a) through (e). If the provisions of the following subsections (a) through (e) impose reimbursement limitations greater than those in contained in the definition of Reasonable Cost, the following greater limitations shall prevail.
  - a. Labor. For all labor, including foreman supervision, but excluding general superintendents, as may be necessary upon any particular operation, the Contractor shall be reimbursed for labor costs provided herein. The labor cost of an event or condition shall be calculated as the sum of the following:
    - i. Labor Rate. The Labor Rate is the actual and Reasonable Cost using Prevailing straight time wage paid to the individual plus the actual and Reasonable Costs incurred by the Contractor to covers costs associated with the Federal Insurance Compensation Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Tax Act (SUCA), industrial insurance, fringe benefits, and benefit paid on behalf of labor by the Contractor. The above items shall be combined into a single wage rate for each classification of labor used, which shall be designated as the "Labor Rate" for the identified class of labor. The applicable rates shall be multiplied by the number of hours reasonably expended in each labor classification because of the event or condition to arrive at a total cost of labor.
    - ii. Travel Allowance and/or Subsistence. The labor calculation shall include the actual costs

of travel and/or subsistence paid to the Contractor's employees engaged upon the Work when said payments are required by a labor agreement.

- b. **Materials.** The cost of materials resulting from an event or condition shall be calculated in one or more of the following methods, at the Owner's election:
- i. **Invoice Cost.** The Contractor may be paid the actual invoice cost of materials including actual freight and express charges and applicable taxes less all available discounts, rebates, and back-charges, notwithstanding the fact that they may not have been taken by the Contractor. This method shall be considered only to the extent the Contractor's invoice costs are Reasonable Costs and the Contractor provides copies of vendor invoices, freight and express bills, and other evidence of cost accounting and payment satisfactory to the Owner. As to materials furnished from the Contractor's stocks for which an invoice is not available, the Contractor shall furnish an affidavit certifying its Actual Cost of such materials and such other information as the Owner may reasonably require;
  - ii. **Wholesale Price.** The Contractor may be paid the lowest current wholesale price for which the materials are available in the quantities required, including customary costs of delivery and all applicable taxes less all available discounts, rebates, and back-charges; or,
  - iii. **Owner Furnished Material.** The Owner reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no Claim for any costs, Overhead or profit on such materials.
- c. **Equipment.** The additional cost, if any, of machine-power tools and equipment usage shall be calculated in accordance with the following rules:
- i. **Equipment in Use Rates.** Contractor Equipment in use shall be paid on the basis of Actual Equipment Cost. Except as provided above, Equipment in use rented by Contractor or Subcontractor on an arms-length basis from an unaffiliated lessor shall be paid on the basis of actual rental costs or the rates established according to the Rental Rate Blue Book for Construction Equipment, published by Machinery Information Division of PRIMEDIA Information Inc., whichever is less. For purposes of the preceding sentence, the Rental Rate Blue Book established rate shall be the monthly rate for the equipment plus the monthly rate for required attachments, divided by 176 hours per month, plus the hourly operating cost, multiplied by the appropriate area adjustment factor if appropriate, the rates shall apply for actual equipment usage up to eight hours per day and for all hours in excess of eight hours per day or 176 per month the established monthly rate shall be divided by 352 days per year, plus the hourly operating cost, multiplied by the area adjustment factor, if appropriate. Equipment in use rented from any affiliate or subsidiary substantially owned or controlled by Contractor or Subcontractor shall be paid at Actual Equipment Cost.
  - ii. **Transportation.** If the necessary equipment is not already at the Site and it is not anticipated that it would be required for the performance of other work under the terms of the Contract, the calculation shall include only Reasonable Costs of the necessary transportation of such equipment.
  - iii. **Standby.** Equipment is considered to be on standby only if: (a) the equipment is ready, able, and available to do the Work at a moment's notice; (b) Contractor is required to have idle equipment because of an event or condition solely caused by the Owner; and (c) the Contractor can demonstrate that it could have and intended to use the equipment on other projects/jobs. Contractor Equipment on standby will be paid at 25% of Actual Equipment Cost. Equipment on standby rented by Contractor or Subcontractor on an arms-length basis from an unaffiliated lessor shall be paid on the basis of the lesser of actual rental costs or 25% of the adjusted hourly rate identified in the Rental Rate Blue Book for Construction Equipment, published by Machinery Information Division of PRIMEDIA Information Inc. Standby shall not be paid during periods of Contractor-

caused delay, concurrent delay, Unusually Severe Weather Conditions, seasonal shutdown, routine maintenance, down-time or broken equipment, late delivery of equipment or supplies, or other anticipated occurrence specified in the Contract Documents. No payment shall be made for standby on any piece of equipment which has been used on the Project in any 24 hour period. No payment shall be made for standby on any piece of equipment after such piece of equipment has been unused on the Project for seven (7) or more calendar days. Standby costs shall not be paid for weekends, holidays, and any time the equipment was not intended to be used on the Project as demonstrated by the Project Schedule. Equipment on standby rented from any affiliate or subsidiary substantially owned or controlled by Contractor or Subcontractor shall be paid at 25% of Actual Equipment Cost.

- iv. Actual Cost Determination. Failure of Contractor or Subcontractor to maintain, keep and/or present cost records required by Section 3.10 or Section 3.11 sufficient to accurately establish Actual Equipment Cost shall operate to bar any right or remedy of Contractor for payment of additional compensation for any Contractor Equipment, whether in use or standby.
  
  - d. Subcontractor & Supplier. Direct Costs associated with Subcontractors and Suppliers shall exclude Overhead and Profit markups and shall be calculated and itemized in the same manner as prescribed herein for Contractor. Contractor shall provide detailed breakdown of Subcontractors' and Suppliers' invoices.
  
  - e. Overhead and Profit Markup.
    - i. In connection with any Change Order, Claim or other requested change to the Contract Price, the Owner will only pay Overhead and Profit pursuant to the Overhead and Profit Markups set forth herein. The Overhead and Profit Markups cover all Overhead regardless of how the Contractor chooses to account for various costs in its books of account.
    - ii. Overhead and Profit markups shall not be applied to Freight, delivery charges, express charges, and sales tax.
    - iii. The allowed Overhead and Profit markup shall not exceed the following:
      - 1. If the Contractor is self-performing work: 10% combined Overhead and Profit markup on the Contractor's Direct Costs; or
      - 2. If a Subcontractor or Supplier is performing work: 10% for the Subcontractor's Direct Cost for performing the work and 6% on the Direct Costs of the Subcontractors' or Suppliers'; provided that the 6% is to be divided among upper tier Subcontractors and the Contractor when a Subcontractor or Supplier is performing the work.
      - 3. If the value of material and equipment is greater than 50% of the total value of the change, the Overhead and Profit Markup shall only be 8% for material and equipment.
      - 4. In no event shall the total combined Overhead and Profit markup for the Contractor and all Subcontractors and Suppliers of any tier exceed 16% of the Direct Cost to perform the Change Order work.
    - iv. Direct Costs shall include Labor, Materials, Equipment, and Subcontractor and Supplier Costs.
    - v. Home Office Overhead is not allowed and shall not be paid for any delay caused by Owner unless such delay put the Contractor on standby for an indefinite duration and Contractor was unable to take on other work.
16. As a mandatory condition precedent to the initiation of litigation by the Contractor against the Owner, Contractor shall:
- a. Comply with all provisions set forth in this Contract;

- b. Enter into an Alternate Dispute Resolution (ADR) process agreeable to both parties at any time during Contract Time but no later than sixty (60) days after issuance of the Certificate of Substantial Completion for the entire Project or Final Acceptance if a Certificate of Substantial Completion for the entire Contract is not issued; and complete the ADR process within 240 days after issuance of Substantial Completion for the entire Project or Final Acceptance if no Certificate of Substantial Completion for the entire Contract is issued; and
  - c. Receive the Certificate of Substantial Completion for the entire Contract or Final Acceptance if a Certificate of Substantial Completion for the entire Contract is not issued.
17. Any litigation brought against the Owner shall be filed and served on the Owner within 365 days from either the issuance of the Certificate of Substantial Completion for the entire Contract or Final Acceptance if no Certificate of Substantial Completion of the entire Contract is issued. The requirement that the parties participate in ADR does not waive the requirements of this subparagraph.
18. The exclusive venue and jurisdiction shall vest solely in the King County Superior Court.
19. Failure to comply with these mandatory condition time requirements shall constitute a waiver of the Contractor's right to pursue judicial relief for any Claim arising from work performed under this Contract.

**T. SUSPENSION; TERMINATION**

1. The Owner may order the Contractor, in writing, to suspend all or any part of the Work of this Contract for the period of time that the Owner determines appropriate for the convenience of the Owner. No adjustments to Contract Sum and/or Contract Time shall be allowed unless the Contractor can demonstrate that the unreasonable period of suspension caused by the Owner impacted Critical Path work and delayed the Contractor from completing the Contract Work on time. No adjustment shall be made under this provision for any suspension to the extent that Contractor's performance would have been suspended, delayed, or interrupted as a result of actions, omissions, fault or negligence caused, in whole or in part, by the Contractor or any of its Subcontractors and Suppliers.
2. If Contractor: (1) fails to provide a sufficient number of properly skilled workers or a sufficient quantity of suitable materials or adequate equipment; (2) fails to diligently prosecute work according to the Project schedule; (3) causes, by act or omission, stoppage, delay, or interference of the Work; (4) fails to correct or repair any damaged or defective work or materials; (5) fails to comply with any provisions of this Contract; (6) becomes insolvent or adjudged bankrupt; or (7) fails to make prompt payment to lower tier subcontractors or suppliers, then the Owner may terminate this Contract upon written notice to the Contractor.
- a. The Contractor and its sureties shall be liable for all damages and costs, including but not limited to: (1) compensation for architect and engineering services and expenses made necessary thereby; (2) any other costs or damages incurred by the Owner in completing and/or correcting the Work; and (3) any other special, incidental or consequential damages incurred by the Owner which results or arises from the breach or Termination for Default, provided, however, that any special, incidental or consequential damages under (3) shall not exceed \$1.0 Million Dollars.
  - b. In the event of Termination for Default the Owner shall only pay the Contractor for Work successfully completed and accepted by the Owner prior to the date of termination. The Owner shall not be responsible for any other Contractor costs, expenses, or damages including any consequential, special, or incidental damages or lost profits associated with this Contract. In no event shall the Owner reimburse the Contractor for any costs directly or indirectly related to the cause of this Termination for Default.
3. Upon written notice the Owner may terminate the Work, or any part of it, without prejudice to any right or remedy of the Owner inclusive of all audit rights in the Contract, for the convenience of the Owner.



4. If the Owner terminates the Work or any portion thereof for convenience, Contractor shall only be entitled to be paid for Adjusted Contract Work as follows:
  - a. Reasonable Direct Costs for all Adjusted Contract Work executed in conformance with the Contract and completed prior to the effective date of the termination; and
  - b. A reasonable allowance for Overhead and Profit for Adjusted Contract Work actually performed in conformance with the Contract and accepted by the Owner prior to the date of termination, at a rate not to exceed the percentage amount set forth in this Contract;
  - c. The term “Adjusted Contract Work” as used herein means the Contract Work as adjusted by any additive or deductive Change Orders executed prior to the effective date of the termination.
5. Termination for convenience shall not enlarge, expand, modify, alter or in any way subsume or convert the rights or remedies (if any) of Contractor with respect to any Claim, Change Proposal, Field Directive, Notice of Intent to Submit a Request for Change Order, Request for Change Order or other request for any revision to the Contract Price or Contract Time pending at the time of the termination (collectively, “Pending Requests”). Without limiting the foregoing, the termination for convenience shall not have the effect of converting the Pending Requests into no-fault or assumed liabilities of the Owner. Following any termination for convenience, Contractor’s rights or remedies (if any) to any extra compensation, change in the Contract Price or additional Contract Time for any Pending Requests shall be continue to be subject to and governed by the same Contract provisions, legal rules and processes, defenses and burdens of proof that would apply but for the termination.
6. Except as provided for herein, the Contractor shall not be entitled to any other costs or damages whatsoever (including without limitation Profit and Overhead on the terminated Work). The total sum payable upon termination shall not exceed the Contract Price reduced by prior payments.
7. If it appears that due any cause or reason the Contractor would have incurred a loss on the entire Contract had it been completed, the Owner shall not reimburse Contractor any Profit or Overhead for the Adjusted Contract Work completed and shall reduce the settlement to reflect the indicated rate of loss.
8. If the payments made by the Owner prior to the effective date of the termination exceed the reasonable Direct Cost of the Adjusted Contract Work, the Owner shall at its option be entitled to a credit for the overpayment. The Contractor shall cooperate with any audit the Owner elects to conduct pursuant to the terms of the Contract.
9. The rights and remedies of the Owner in this provision are in addition to any other rights and remedies provided by law or under this Contract, inclusive specifically of all audit rights.

**U. ADDITIONAL PROVISIONS**

1. Notices. Any notice or demand desired or required to be given under this Contract shall be in writing and deemed given when personally delivered, sent by facsimile machine, or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the parties as set forth below or to such other address as either party shall have previously designated by such a notice:

Owner:

Cascade Water Alliance  
520 112th Avenue NE #400  
Bellevue, WA 98004  
Attn: \_\_\_\_\_

Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

2. Contractor is expected to comply with all applicable statutes in performing Project Work, including, but not limited to all state and local laws, regulations, codes and standards that are applicable at the time Contractor performs work.
3. Contractor shall secure and pay for all permits, fees and licenses necessary for the performance of this Contract. Contractor shall pay any and all federal, state and municipal taxes, including sales taxes, if any, for which Contractor may be liable in carrying out this Contract. Contractor shall be responsible for all temporary functions associated with its work, including but not limited to, lighting, wiring, protection, hoisting, scaffolding, rigging, flagman, drinking water, storage, ventilation and heat.
4. All rights of way/easements to be provided by the Owner for use by the Contractor and for the completed work shall be set forth in the Specifications and may be shown on the Drawings. The Contractor's construction activities shall be confined within the identified rights of way/easements, unless the Contractor makes arrangements for use of additional public and/or private property and complies with the requirements of this provision.
4. This Contract and its attachments contain the entire understanding between the Owner and Contractor relating to the Project which is the subject of this Contract. This Contract merges all prior discussions, negotiations, letters of understanding or other promises whether oral or in writing. Subsequent modification or amendment of this Contract shall be in writing and signed by the parties to this Contract.
5. No modification of this Contract and no waiver of rights under this Contract shall be valid or binding on the parties unless the same is in writing.
6. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Contract.

**V. DEFINITIONS**

Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

1. “Actual Equipment Cost” for equipment in use means the daily rate for Contractor - owned equipment measured by Ownership Cost and Operating Cost divided by the Useful Life of the equipment, and for equipment on standby means only Ownership Cost divided by the Useful Life of the equipment. For purpose of this definition: (a) Operating Cost means fuel, filters, oil, grease, tire wear, minor repair (belts, filters, hydraulic lines and other minor components) and that specific allocable part of any actually incurred cost of major overhaul (rebuilding or replacing larger components, such as the engine and transmission) that was necessitated solely by the equipment’s use on this Project and (b) Ownership Cost means costs for depreciation (the distribution of the acquisition cost of a piece of equipment over its useful economic life), financing (the interest expense on the amount of money borrowed to purchase the equipment) and the following indirect costs (equipment licenses, property taxes, storage, insurance, inspections, mechanic training, record keeping and highway permits). The following items are excluded from Actual Equipment Cost: replacement cost, escalation contingency reserves, general and administrative expense, and profit. The term “Useful Life” as used herein means the greater of the number of years a prudent and reasonable contractor would keep the equipment in use or the number of years, that the equipment is expected to be in use as established or recognized by the Internal Revenue Service.
2. “Bidder Responsibility Criteria” are criteria specified by Cascade in any bid invitation with which the

bidder to whom the Contract is awarded as the responsive low bidder must comply, including supplemental criteria authorized under RCW 39.04.350.

3. “Claim” means a written demand by the Contractor seeking (1) a change to the Contract Price; (2) a change of Contract Time; (3) a change of Contract terms; (4) a payment of money or damages; and/or, (5) other relief arising under or relating to this Contract.
4. “Concurrent Delay” means a situation where both Cascade and Contractor are responsible for delays affecting the Critical Path where none of the delay events are utilizing available Project Float.
5. “Contractor Equipment” means any equipment, machinery, or vehicles or owned by Contractor or its Subcontractors, inclusive of any such equipment, machinery or vehicles owned by an affiliate or subsidiary substantially owned or controlled by the Contractor or Subcontractor. Equipment under lease by Contractor or Subcontractor with an option to purchase is considered to be Contractor Equipment.
6. “Contract Time” means the number of days or the specific date set forth in the Contract to achieve Final Acceptance of the Work. Contract Time incorporates the Contract Milestones established for the Contract.
7. “Contract Work” or “Work” refers to the labor, materials, equipment, supplies, services, and other items, and requirements of the Contract necessary for the execution, completion and performance of all work within the Contract by the Contractor to the satisfaction of the Cascade.
8. “Critical Path” is the longest, continuous sequence of interrelated activities that begins at the start of the Project (Notice to Proceed) and extends to Final Acceptance of the Project. This path represents the longest chain of interrelated activities throughout the network from beginning to end. These activities are critical because delay to an activity on this path will extend Contract Milestones and Contract Time.
9. “Day” means calendar day, unless otherwise specified.
10. “Differing Site Conditions” are defined as: (1) Subsurface or latent physical conditions existing at the site on or before Contract Execution which differ materially from those indicated in the Contract Documents (Type I), or (2) Unknown physical conditions existing at the Site on or before Contract Execution, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in the construction activities of the character provided in the Contract (Type II).
11. “Direct Cost” means actual out-of-pocket costs paid by Contractor to third parties (inclusive of employees, Subcontractors, vendors, suppliers or consultants) for labor, material, equipment or supplies in performance of any Work, inclusive of Mobilization.
12. “Final Acceptance” and/or “Completion” is a written acceptance of the Project by Cascade.
13. “Float” in the Project Schedule is defined as the number of days by which a Work activity identified in the Project Schedule could be delayed from its “early start date” until the date upon which the Work activity would become a Critical Path Activity.
14. “Force Majeure” means (a) the global coronavirus pandemic generally known as COVID-19 or (b) an event that is unforeseeable at the time of Contract Execution and that is beyond the reasonable control of the Contractor and Cascade and is limited to:
  - a. Natural Disasters declared by the governor of Washington or President of the United States, including but not limited to earthquakes;
  - b. Acts or omissions of any government entity acting within its governmental capacity;
  - c. Fire or other casualty for which a Contractor or its Subcontractors and/or Suppliers party are not

- responsible;
- d. Quarantine, pandemic or epidemic;
  - e. Strike or defensive lockout; and,
  - f. Unusually Severe Weather Conditions
15. “Indirect Cost” shall mean any cost that is not a Direct Cost including Overhead.
16. “Mobilization” means preconstruction and preparatory Work or operations by Contractor including those necessary for the movement of personnel, equipment, supplies, and incidentals to the Project Site; for the establishment of the Contractor’s offices, buildings, and other facilities necessary to undertake the work on the Project. Mobilization does not include any portion of the Work covered by specific Contracts items or incidental Work which is to be included in a Contract item or items.
17. “Notice to Proceed” is a written directive issued by Cascade authorizing the Contractor to perform some or all of the Work.
18. “Overhead” shall mean charges that may be incurred or allocated in support of the Contract but are not part of the cost of directly performing the physical Contract construction activity. Overhead includes Site or Field Overhead and Home Office Overhead.
- a. Site or Field Office Overhead. Site or Field Overhead costs are typically those costs that are related to, but are not limited to supervision, including general foremen and their supervisors, planners, schedulers, engineers, managers, etc. and the direct payroll costs of their project-related service, clerical salaries and their direct payroll costs, the costs of all vehicles, travel, meal and lodging costs associated with those personnel, Site or Field office and utility expense, expenses associated with all regulatory compliance, Hand and Other Small Tools provided by the Contractor for the use of its forces, all expendable supplies, and all other items incidental to or integral in supporting the physical completion of the Work.
  - b. Home Office Overhead. Home Office Overhead costs are typically those that include all general office expenses. Such costs include, but are not limited to those associated with officer and office salaries and related payroll taxes and benefits, costs of office occupancy and maintenance, all supporting services (such as utilities, office machines computers, and related items and support) related to the home office function, business taxes and licenses, and all such other costs necessary to operate the business entity. Home office overhead includes unabsorbed home office overhead.
  - c. In addition to the above, whether treated as Site or Field Overhead or as Home Office Overhead, costs of any and all bonds, insurance(s), and taxes associated with this Contract are to be considered as Overhead. All items identified above are to be treated as Overhead for this purpose regardless of how the Contractor chooses to account for them in its books of account.
  - d. Under no circumstances shall the Cascade pay the Contractor for direct or allocated costs or charges for officer bonus and profit sharing, project personnel bonuses, charitable contributions, income taxes, or any costs relating to illegal activity.
19. “Project Schedule” means the Critical Path Method (CPM) schedule prepared by the Contractor in accordance with the requirements of the Contract and submitted to Cascade setting forth the logical sequence of activities required for the Contractor's orderly performance and completion of the Work in accordance with the Contract and specifically to meet any specified Contract Milestone dates and the Contract Time.
20. “Reasonable Cost” means Direct Cost and/or Indirect Cost not in excess of that which would be incurred by

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an objectively prudent contractor or its agents or employees in the preparation for or performance of Work required by the Contract. Without limiting the foregoing, costs arising from or related to the following acts or omissions do not constitute Reasonable Costs: (a) failure to comply with the Contract Documents; (b) failure to mitigate; (c) selection and/or use of equipment, machinery or tools not sufficient to complete the Work in accordance with Contract Documents and/or the conditions indicated in any geotechnical reports; (d) deviations from Contractor submittals or shop drawings; (e) failure to coordinate the Work and/or manage Subcontractors; and (f) any other acts or omissions that indicate unnecessary or inefficient conduct.

21. “Reasonable Direct Cost” means Direct Cost not in excess of that which would be incurred by an objectively prudent contractor or its agents or employees in the preparation for or performance of Work required by the Contract. Without limiting the foregoing, costs arising from or related to the following acts or omissions do not constitute Reasonable Costs: (a) failure to comply with the Contract Documents; (b) failure to mitigate; (c) selection and/or use of equipment, machinery or tools not sufficient to complete the Work in accordance with Contract Documents and/or the conditions indicated in any geotechnical reports; (d) deviations from Contractor submittals or shop drawings; (e) failure to coordinate the Work and/or manage Subcontractors; and (f) any other acts or omissions that indicate unnecessary or inefficient conduct.
22. “Request for a Change Order” means a document, designated as a Request For A Change Order, prepared by the Contractor requesting either (1) change in Contract Price; (2) change in Contract Time; (3) a change in Contract Work; (4) a payment of money or damages; and/or (5) any other relief arising out of or relating to this Contract.
23. “Subcontractor(s)” shall mean an individual, legal entity or combination thereof having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Contract. When the Cascade refers to Subcontractor(s) in the Contract Documents, for the purposes of the Contract Documents and unless otherwise stated herein, the term Subcontractor(s) includes, at every level and/or tier, all Subcontractors and subconsultants.
24. “Supplier(s)” shall mean any person or firm who is not performing work or supplying labor on Site and is engaged in the business of supplying a manufactured product or resource to the Cascade, Contractor, or Subcontractors. The term Suppliers includes materialmen, manufacturers, and fabricators.
25. “Specifications” is a section of the Contract consisting of written descriptions of services to be performed, the goods to be provided and/or the technical requirements to be fulfilled under this Contract contained within the Specifications Section.
26. “Substantial Completion” means that stage in the progress of the Work where:
  - a. Cascade has full and unrestricted use and benefit of the facilities for the purpose intended;
  - b. All the systems and parts of the Contract Work or the applicable Contract Milestone are functional;
  - c. Utilities are connected and operate normally;
  - d. Only minor incidental work or correction or repair remains to complete all applicable Contract requirements; and,
  - e. At Cascade’s option, the Contractor has provided all applicable occupancy permits and easement releases.
  - f. Cascade at its sole option may also grant Substantial Completion to specific subsystems or portions of the Work.
27. “Unusually Severe Weather Conditions” shall be defined and calculated as follows but only if the existence of any of the following conditions has a specific negative impact to the Critical Path and could not have

been avoided by resequencing of the Work or by using other reasonable alternatives:

- a. Daily rainfall equal to, or greater than, 2.0 inches in a 24 hour period.
- b. Ice, snow and other adverse weather conditions, not described above, that stops the Work from progressing as scheduled.

28. “Working Day” means any Day except the following:

- a. Saturday, Sunday, and legal holidays as defined in RCW 1.16.050.
- b. A Day on which the Project Representative issues a suspension order for an excusable delay.
- c. A Day the Project Representative declares unworkable because of Unusually Severe Weather Conditions or another condition beyond the control of the Contractor that prevents ongoing or scheduled work on the critical path.
- d. A Day the Contract specifically requires the Contractor to suspend the Work.

**PLANS AND SPECIFICATIONS – EXHIBIT A**

**BID INSTRUCTIONS – EXHIBIT B**



**ADDENDA – EXHIBIT C**