



CONTRACT DOCUMENTS

44th STREET & 67TH AVENUE LIFT STATION UPGRADE PROJECT

FOR

THE CITY OF FIRCREST, WASHINGTON

VOLUME 1 OF 2

APRIL 2023



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**PROJECT MANUAL FOR THE
44TH STREET & 67TH AVENUE LIFT STATION UPGRADE PROJECT
FOR THE
CITY OF FIRCREST, WASHINGTON**

Prepared by:

**Casey Civil, PLLC
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April 2023

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CERTIFICATE OF ENGINEER

The technical material and data contained in these Specifications for the 44th Street & 67th Avenue Lift Station Upgrade Project were prepared under the supervision and direction of the undersigned professional engineers licensed to practice as such, whose seals, are affixed below.



October 3, 2023

Brian M. Casey, P.E.
Civil and Mechanical Design
Casey Civil, PLLC



10-3-23

Michael Wallis, P.E.
Electrical and Instrumentation Design
Industrial Systems, Inc.

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**CONTRACT DOCUMENTS
FOR
44TH STREET & 67TH AVENUE LIFT STATION UPGRADE PROJECT
FOR
CITY OF FIRCREST, WASHINGTON**

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**ADVERTISEMENT FOR BIDS
&
INSTRUCTIONS TO BIDDERS**

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**ADVERTISEMENT FOR BIDS
44th STREET LIFT STATION PROJECT**

Notice is hereby given that the City of Fircrest, Pierce County, Washington does hereby invite sealed proposals for the 44th Street Lift Station Project as described and in accordance with the Bid Documents.

Bid Documents will be available beginning **October 10, 2023**. Free-of-charge access to project Bid Documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "City of Fircrest". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration.

This project includes an optional pre-bid walk-through. The pre-bid walk-through for this project is scheduled for **MONDAY, OCTOBER 19, 2023 at 11:00 AM**. The meeting location is the 44th Street Lift Station – at the intersection of 67th Avenue West and 44th Street West.

The scope of work consists of the following: decommissioning and demolition of existing sewer lift station structures including wet well, control panel, and associated appurtenances, installation of a submersible sewer lift station including coating of existing concrete wet well, installation of precast valve vault and associated access hatches, duplex submersible sewage pumps and all site piping and appurtenances including, but not limited to, all piping and supports, valves, gauges, and motors, connections to existing gravity sewer and force main including all fittings, electrical and control panels, right-of-way restoration, temporary wastewater bypass pumping, and all other materials and labor required for an operable system, tested, and ready for use.

Estimated Bid Range: \$500,000 to \$650,000

Proposals for this work must be sealed, marked "**CITY OF FIRCREST – 44th St Lift Station Project**", and returned to the City of Fircrest City Hall at 115 Ramsdell Street, Fircrest, WA 98466-6999 by 1:00 PM, **10/31/2023**, where and at which time the proposals will be opened and read aloud.

Direct questions regarding the project to Brian Casey, P.E., at Casey Civil. Ph: (253) 735-5700, EMAIL: Brian.Casey@caseycivil.com. All work performed on this project will be subject to Washington State prevailing wage rates. The City of Fircrest is an Equal Opportunity Employer.

Each bid shall be accompanied by a bid bond, in the amount not less than 5% of the bid amount, with a corporate surety licensed to do business in the State of Washington, and no bid will be

considered unless accompanied by such a bond. At time and place named, such bids will be opened and read, and the City of Fircrest staff will proceed to canvas the bids and may award the project Contract to the lowest responsible bidder. The City of Fircrest reserves the unqualified right in their sole and absolute discretion to reject any and all bids, and to accept the bid which, in their sole and absolute judgment will, under all circumstances, best serve the interest of the City of Fircrest.

THE CITY OF FIRCREST

Tyler Bemis, Public Works Director

DATE: October 6, 2023

PUBLISH: The Tacoma Daily Index, October 9th and October 16th, 2023
Seattle Daily Journal of Commerce, October 9th and October 16th, 2023

BID OPENING: 1:00 PM October 31st, 2023

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in the Instructions to Bidders which are defined in the General Requirements of the Construction Contract, have the meanings assigned to them in the General Requirements. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of Bidding Documents may be obtained by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "City of Fircrest".
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. BIDDER RESPONSIBILITY CRITERIA

All Bidders must submit the Mandatory Bidder Responsibility Checklist (Attachment A, Form A) contained in this Project Manual with the bid proposal documents at the time of Bid opening. After Bid opening, the Owner will request additional responsibility submittals in accordance with the Supplemental Bidder Responsibility Criteria contained in this Project Manual.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 Before submitting a Bid, each Bidder must:
 - a) Examine the Contract Documents thoroughly;
 - b) Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress or performance of the work;
 - c) Familiarize themselves with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and
 - d) Study and carefully correlate Bidder's observations with the Contract Documents.
- 4.2 Before submitting their bid, each Bidder will, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine

his or her Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- 4.3 On request Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his or her Bid.
- 4.4 The lands upon which the work is to be performed rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the General Requirements or Drawings.
- 4.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he or she has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Engineer as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. BID SECURITY

- 6.1 Bid Security shall be made payable to Owner, in an amount of five percent of the Bidder's Schedule A price and in the form of a certified or bank check or a Bid Bond issued by a Surety meeting the requirements of the Standard Specifications.
- 6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within twenty (20) days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

7. CONTRACT TIME/COMMENCEMENT OF WORK

The number of days within which, or the date by which, the work is to be completed (the Contract Time) is set forth on the Proposal Form and is also included on the Contract Form.

8. LIQUIDATED DAMAGES

If said work is not completed within the time specified, the Contractor agrees to pay to the Owner the sum as identified in Section 1-08.9 of the Standard Specifications for each and every day said work remains uncompleted after expiration of the specified time as liquidated damages.

9. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications, a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer. Application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement".

10. SUBCONTRACTORS, ETC.

10.1 The identity of certain Subcontractors and materials suppliers shall be provided with the Bidder's Proposal in accordance with the instructions contained on the Subcontractor Listing Form contained in these Contract Documents. If the Owner or Engineer has any reasonable objection to any proposed Subcontractor or materials supplier, they may request the apparent successful Bidder to submit an acceptable substitute without an increase in Bid price before giving the Notice of Award. If the apparent successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder, but the Bidder declining to make any such substitution will not constitute grounds for sacrificing such Bid Security. Any Subcontractor or materials supplier so listed and to whom the Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

10.2 No Contractor shall be required to employ any Subcontractor, other person or organization against whom they have reasonable objection.

11. BIDFORM

11.1 The Bid Form is attached hereto; additional copies may be obtained by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "City of Fircrest".

11.2 Bid Forms must be completed in ink or by typewriter. The Unit Bid Price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an

assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed below the signature.
- 11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 11.7 The address to which communications regarding the Bid are to be directed must be shown.
- 11.8 All bidders are required to provide pricing for every item listed on the Bid Proposal Form. Failure to provide pricing for every item listed on the Bid Proposal Form will result in a non-responsive bid.

12. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope, with the notation "Bid Enclosed" on the face thereof.

13. MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 13.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written Notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of their Bid, that Bidder may withdraw their Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

14. OPENING OF BIDS

When Bids are opened publicly they will be read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

15. BIDS TO REMAIN OPEN

All Bids shall remain open for forty-five (45) days after the day of the Bid opening, but Owner may, in his/her sole discretion, release any Bid and return the Bid Security prior to that date.

16. AWARD OF CONTRACT

16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates if requested in the Bid forms. It is Owner's intent to accept alternates (if any are accepted) in any order or combination.

16.3 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the General Requirements. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.

16.4 Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.5 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

16.6 If the contract is to be awarded it will be awarded to the lowest Bidder (including selected alternates) whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

17. PERFORMANCE AND OTHER BONDS

The Standard Specifications set forth Owner's requirements as to performance and other bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

18. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents. Within ten days thereafter Contractor shall sign and deliver at least three counterparts of the Agreement to Owner with all other Contract Documents attached. The Owner will deliver one fully signed copy to Contractor. Engineer will identify those portions of the Contract Documents not fully signed by Owner and Contractor and return documents for signatures.

19. SPECIAL LEGAL REQUIREMENTS

- 19.1 The Sales Tax shall be paid by the Contractor as required by the laws of the State of Washington. Said sales tax, if applicable, shall be shown separately in the bidder's proposal in the spaces provided.
- 19.2 The Contractor must comply with the requirements of the United States Department of Labor Safety and Health Regulations for Construction, 29 CFR 1518 of April 17, 1972, Part II, as well as the Washington Industrial Safety and Health Act of 1973, or as amended therefore.
- 19.3 The Contractor and all their subcontractors shall be responsible for paying prevailing rate of wages to all workmen, laborers, or mechanics employed in the performance of any part of this Contract in accordance with the provisions of Chapter 39.12 RCW, as amended. On federal aid projects, federal wage laws and regulations are also applicable. The rules and regulations of the Department of Labor on federal aid projects, and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed are by reference made a part of this Contract.

On projects governed by wage rates determined by the State of Washington Department of Labor and Industries and by the U.S. Secretary of Labor, if there is a difference between the two in the prevailing rate of wage for a similar classification of labor, the Contractor shall pay not less than the wage which is the higher of the two.

Inasmuch as the Contractor will be held responsible for paying the prevailing wages, it is imperative that all Contractors familiarize themselves with the current wage rates before submitting bids based on these specifications.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington (or to the United States Secretary of Labor when prevailing wages established by that office are involved), and his decision therein shall be final and conclusive and binding on all parties involved in the dispute.

20. LUMP SUM AND UNIT PRICES

- 20.1 Lump sum prices shall include all materials, labor, services, equipment and all work necessary to complete the project in accordance with the plans and specifications that are not included in unit price items. If an increase is required in the work covered by a lump sum price, it shall be computed on the basis of "extra work" for which an increase in payment will have been earned, and if there should be a decrease in the lump sum payment, it shall be only as a result of negotiation between the Contractor and the Owner.
- 20.2 Unit prices, if applicable, shall include all labor, materials, equipment, shoring, pumping, overhead, profit, insurance, etc., needed to complete the finished work called for.
- 20.3 It is understood that any estimate with respect to time, materials, equipment, or services which may appear on the plans or in the specifications is for the sole purpose of assisting the Contractor in checking his own independent calculations, and at no time shall the Contractor attempt to hold the Owner, the Engineer or any other person, firm or corporation responsible for any errors or omissions that may appear in any estimate.
- 20.4 Unless provided for otherwise in the contract specifications, the Contractor shall coordinate and obtain all permits and licenses required for the completion of this project. All costs for coordinating and obtaining such permits shall be included in the contract items provided, and no separate payment shall be made.

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PROPOSAL DOCUMENTS

- BIDDERS CHECKLIST
- BID PROPOSAL FORM
- PROPOSAL SIGNATURE FORM
- BID BOND
- NO -COLLUSION AFFIDAVIT
- SUBCONTRACTOR LISTING

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BIDDERS CHECKLIST

The bidder's attention is especially called to the following forms which must be executed in full and submitted with the bid proposal:

(a) Bid Proposal:

The lump sum and unit bid prices must be shown in the space provided. Show unit prices in both words and figures.

(b) Proposal Signature Sheet:

To be completed and signed by the bidder.

(c) Bond Accompanying Bid:

This form is to be executed by the bidder and the surety company unless bid is accompanied by a certified check. The amount of this bond shall be not less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis. Checks shall be payable to The City of Fircrest. Bonds shall be furnished by a company authorized to do business in the State of Washington.

(d) Non-Collusion Affidavit:

Non-collusion Affidavit must be subscribed to and sworn before a notary public.

(e) Subcontractor Listing:

This form must be submitted with the bid proposal. The contractor shall list all subcontractors and material suppliers who are required to be listed, in accordance with the instructions contained thereon.

~~(f) Mandatory Bidder Responsibility Checklist (Attachment A, Form A) To be completed and signed by the bidder.~~ Not Used

~~(g) Certification of Nonsegregated Facilities (see Attachment C)~~ Not Used

~~(h) DBE Subcontractor Utilization Form (EPA Form 6100-4, see Attachment C)~~ Not Used

~~(i) One copy of DBE Subcontractor Performance Form (EPA Form 6100-3) for each DBE subcontractor (see Attachment C).~~ Not Used

The following forms are to be executed by the successful bidder after the Contract is awarded:

(a) Contract:

(6) Performance Bond:

To be executed by the successful bidder and the bidder's surety company.

(c) Declaration of Option for Management of Statutory Retained Percentage:

(d) Notice to Labor Unions or other organization of Works: Non-Discrimination in Employment (see attachment C)

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BID PROPOSAL
CITY OF FIRCREST
44TH STREET & 67TH AVENUE LIFT STATION UPGRADE PROJECT

All work under this contract shall be substantially completed within **Four Hundred (400) Calendar Days**.

NOTE: Unit prices for all items, all extensions, and total amount of bid must be shown. Show unit price in both words and figures. Where conflict occurs, the written or typed words shall prevail.

Bid Item	Item (UNIT PRICES TO BE WRITTEN IN WORDS BELOW EACH ITEM)	Approximate Quantity	Unit	Unit Price	Total Price
1.	Mobilization per lump sum	1	LS		
2.	Temporary Traffic Control per lump sum	1	LS		
3.	Shoring and Trench Safety per lump sum	1	LS		
4.	Temporary Erosion and Sediment Control per lump sum	1	LS		
5.	Bypass Pumping per lump sum	1	LS		
6.	Gravity Block Wall per lump sum	1	LS		
7.	Wet Well per lump sum	1	LS		

Bid Item	Item (UNIT PRICES TO BE WRITTEN IN WORDS BELOW EACH ITEM)	Approximate Quantity	Unit	Unit Price	Total Price
8.	Pumps and Piping				
	per lump sum	1	LS		
9.	Electrical and Controls				
	per lump sum	1	LS		
10.	Programming and Integration				
	per lump sum	1	LS		
11.	Lift Station Miscellaneous				
	per lump sum	1	LS		
12.	Generator				
	per lump sum	1	LS		
13.	Fencing				
	per lump sum	1	LS		
14.	Startup and Commissioning				
	per lump sum	1	LS		
15.	Power Service Relocation and Coordination				
	per lump sum	1	LS		

SUBTOTAL \$

SALES TAX @ 10.1% \$

TOTAL (INCLUDING SALES TAX) \$

PROPOSAL SIGNATURE

If the bidder is awarded a contract on this Proposal, the surety who will provide the Performance Bond will be:

_____ whose address is:

The business address of the Bidder who is submitting this proposal is:

which is the address to which all communications concerning this Proposal and the Contract should be sent.

The names of the principal officers of the company, partnership, or corporation, or all persons who may represent the Bidder are as follows:

(a) For non-incorporated bidders:

in witness thereto the undersigned has set (his)(their) hand(s) this _____ day of _____, 2023.

Bidder

Title

Telephone No.

State Contractor License No.: _____

Date of Expiration of License: _____

Federal Employer Identification Number Issued by I.R.S.: _____

PROPOSAL SIGNATURE

00050-1

OR

(b) For incorporated bidders:

In witness whereof the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly elected officers this _____ day of _____, 20_____.

Name of Corporation

By

Title

Telephone No.

Attested to by:

State Contractor License No.: _____

Date of Expiration of License: _____

Federal Employer Identification Number Issued by I.R.S.: _____

1. If the bidder is a co-partnership, so state giving firm name under which business is transacted.
2. If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

Receipt of the following Addenda to the Plans and/or Specifications is hereby acknowledged:

Addendum Number	Date of Receipt	Signed Acknowledgement
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

NOTE: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Proposal.

PROPOSAL SIGNATURE

00050-2

The undersigned also agrees as follows;

1. Within tea (10) days after the Contract is awarded, to execute the Contract and to furnish to the City of Fircrest a satisfactory contract bond, guaranteeing the faithful performance of the work and payment of bills.
2. Enclosed with this proposal is a cashiers or certified check for \$____ or a bid bond in the sum of five percent (5%) of bid which it is agreed shall be collected and retained by the City of Fircrest as liquidated damages in the event this proposal is accepted by the City of Fircrest within forty-five (45) calendar days after the date advertised for the reception of bids and the undersigned fails to execute the contract and the required bod with the City of Fircrest, under the conditions thereof, within ten (10) calendar days after the undersigned is notified that said proposal has been accepted, otherwise said check or bond shall be returned to the undersigned upon demand.
3. That his/her/their proposal cannot be withdrawn within forty-five (45)days after the scheduled time for receipt of bids.
4. That it is understood the City of Fircrest may accept or reject any or all bids.
5. Receipt of Addenda numbered through _____ is hereby acknowledged.

Signature of Bidder

By: _____

Date: _____

Address of Bidder: _____

Name and Addresses of Firm Members:

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PROPOSAL SIGNATURE

BID BOND DEPOSIT

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

Signature _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____ as Surety, are held and firmly bound unto the City of Fircrest, as Obligee, in the penal sum of \$ _____ dollars for the payment of which the Principal and the surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the principal for the CITY OF FIRCREST-44TH STREET AND 67TH AVENUE LIFT STATION UPGRADE PROJECT according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect and Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED, AND DATED this ____ day of _____, 2023.

Principal

Surety

On this _____ day of _____, 2023, received return of deposit in the sum of \$ _____

Signature _____

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NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)
) : ss
COUNTY OF Pierce)

_____, being first duly sworn, on his/her/their oath
certifies that the bid above submitted is a genuine and not a sham or collusive bid, or made in
the interest or on behalf of any person not therein named; and he/she/they further says that the
said bidder has not directly or indirectly induced or solicited any bidder on the above work or
supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and
that said bidder has not in any manner sought by collusion to secure to _____
an advantage over any other bidder or bidders.

CITY OF FIRCREST - 44TH STREET LIFT STATION PROJECT

(Contractor)

Subscribed and sworn to before me this _____ day of _____, 2023

Notary Public in and for the State of Washington,
residing at _____,

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SUBCONTRACTOR AND MATERIAL SUPPLIER LISTING

Bidders must list the Firm Name for all subcontractors and material suppliers whose scope of work is identified under Designated Work below.

In addition, Bidders must also list the Firm Name for all Subcontractors whose subcontracts exceed ten (10) percent of the submitted Bid amount, and identify the Designated Work for those Subcontractors in the column provided.

List each Firm Name only once unless the subcontractor or material supplier is performing work under more than one category. If a Designated Work category requires more than one subcontractor or material supplier, then list only the Firm Name with the largest dollar value of work in that category.

If the Bidder intends to perform the work without a subcontractor, then "N.A." is an acceptable response in the column of Firm Name, unless this Contract requires the work to be performed by a Subcontractor.

(If additional space is required, provide same information on separate sheet)

<u>Firm Name</u>	<u>Designated Work</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signed by

Name of Bidder/Firm Submitting Bid

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CONTRACT DOCUMENTS

- CONTRACT FORM
- PERFORMANCE BOND
- DECLARATION OPTION

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CONTRACT FORM

THIS AGREEMENT, made and entered into in duplicate, this _____ day of _____, 2023, by and between the City of Fircrest, hereinafter called the Owner, and _____ hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein, and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all tools, materials, and equipment for the **CITY OF FIRCREST – 44TH STREET AND 67TH AVENUE LIFT STATION UPGRADE PROJECT** in accordance with and as described in the attached plans and specifications and the 2023 edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (except where noted otherwise) which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

Work shall be completed within ONE HUNDRED AND EIGHTY (180) calendar days.

If said work is not completed within the time specified, the Contractor agrees to pay to the Owner, as liquidated damages, the sum as outlined in Section 1-08.9 of the Standard Specifications.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City of Fircrest.

2. The City of Fircrest hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained; and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.
3. The Contractor for himself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein upon the part of the Contractor.
4. It is further provided that no liability shall attach to the City of Fircrest by reason of entering into this contract, except as expressly provided herein. Contractor shall protect, indemnify and hold the City of Fircrest and City Employees, Directors Officers and Officials harmless from and against any damage, cost, or liability, including reasonable attorney's fees, for any or all injuries to persons or damage to property arising from acts or omissions of the Contractor, its officers, employees, agents, or subcontractors.
5. The Contractor shall not discriminate against any person, firm, partnership, or organization as it pertains to race, color, religion, sex, age, national origin, marital status, sexual orientation, medical

condition, physical handicap or disability. Any person, firm, partnership, or organization contracting with, or doing business with, the City of Fircrest, shall be in conformity with the City of Fircrest's policy on non-discrimination.

6. The City of Fircrest and Fircrest employees, Directors, Officers and Officials shall be added as a Primary - Non Contributory additional insured for General Liability per attached endorsement CG 8416.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

By _____
(City Manager)

By _____
(Contractor)

Approved as to Legality:

(City Attorney)

PERFORMANCE BOND

BOND TO CITY OF FIRCREST

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____
CONTRACTOR

as principal, and _____, a corporation organized and
NAME OF SURETY

existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the City of Fircrest in the penal sum as identified in the Standard Specifications, the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington and the Ordinances of the City of Fircrest.

Dated at _____, Washington this _____ day of _____, 2023

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the Council of the City of Fircrest passed in regular Council meeting on _____
_____ to award this contract, the Council of said City of Fircrest has let or is about to let to the
said. _____, the above bounded Principal, a certain contract, the said
contract being City of Fircrest 44th Street and 67th Avenue Lift Station Upgrade Project and providing for
_____ (\$ _____)

(which contract is referred to herein and is made a part hereof as though attached hereto) and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said _____
CONTRACTOR
shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall hold said City of Fircrest harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the said principal, or any sub-contractor in the performance of said work, and shall indemnify and hold the City of Fircrest harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by the City of Fircrest, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

22.006: 44TH Street & 67th Avenue Lift Station Upgrade Project

Approved as to Legality: _____

Approved: _____

PRINCIPAL

Company Name

Authorized Signature

Title

SURETY

Surety Company

Authorized Company

Title

Please attach certification of authorization for signatures for Surety company.

CITY OF FIRCREST, WASHINGTON

44TH STREET AND 67TH AVENUE

LIFT STATION UPGRADE PROJECT

**DECLARATION OF OPTION FOR MANAGEMENT OF
STATUTORY RETAINED PERCENTAGE**

A. I hereby elect to have the retained percentage of this contract held in a fund by the City of Fircrest until thirty (30) days following final acceptance of the work.

Signed _____

Date _____

B. I hereby elect to have the City of Fircrest invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.

I hereby designate _____ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute.

The City of Fircrest shall not be liable in any way for any costs or fees in connection therewith.

Signed _____

Date _____

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GENERAL REQUIREMENTS

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GENERAL REQUIREMENTS

INTRODUCTION

The various parts of the Contract Documents are all essential to the Contract and are intended to be complementary and prescribe and provide for a complete project. Any work or material that has been omitted from the description of the work but is clearly implied shall be furnished by the Contractor as though it had been specifically stated.

In case of discrepancies, the Contract Documents shall govern in the following order, with each part listed governing over those indicated after it: Signed Contract (including signed change orders and any special forms), Addenda, Bid Proposal Forms, Technical Specifications, Contract Drawings, Special Provisions, General Requirements, 2023 Edition of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction (herein after referred to as the “standard specifications”), WSDOT Standard Plans (current version at date of bid opening), Advertisement for Bids.

On federal aid construction contracts, however, federal aid provisions contained therein shall supersede any other requirements of the Contract Documents in case of conflict.

Failure or neglect to receive or examine the Contract Documents shall in no way relieve the Bidder from any obligations regarding his proposal or to this Contract. No claim for additional compensation will be allowed for lack of knowledge of the Contract Documents and the Owner will in no case be responsible for any loss suffered by the Contractor.

1. DEFINITIONS

Whenever used in the Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Contractor - The person, firm or corporation with whom the Owner has executed the agreement.

Effective Date of the Agreement – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties.

Engineer - The City of Fircrest Engineer or designee.

Inspector - The authorized representative of the Engineer who is assigned to the project site or any part thereof.

Owner - The City of Fircrest, for whom the work is to be performed, acting through its legally constituted officials, officers, or employees.

Subcontractor - The person, firm, or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the work at the site.

State - Wherever the Standard Specifications uses the term "state" to define "owner", the term "state" shall be construed to mean the City of Fircrest.

2. USE OF EXPLOSIVES

Blasting will not be permitted in any case.

3. SALVAGE

Unless otherwise indicated on the plans or in the specifications, all castings, pipe and any of the discarded facilities shall be carefully salvaged and stockpiled as directed by the Owner. The Owner shall have salvage rights to all equipment and materials. If Owner elects to dispose of any equipment or material, it shall be disposed of by the Contractor and at no cost to the Owner.

4. PROGRESS PAYMENTS AND RETAINED PERCENTAGE

Payments will be made for work and labor performed and materials furnished under the Contract according to the schedule of rates and prices and the Specifications attached and made a part thereof. Partial payments under the Agreement will be made at the request of the Contractor once each month upon partial estimates by the Engineer. The amount of retainage shall be in accordance with the Standard Specifications.

No payment will be made for materials on hand. Section 1-09.8 of the Standard Specifications is hereby modified to read "No payment will be made for materials on hand."

5. EXISTING IMPROVEMENTS

Removing and replacing fences, mailboxes, or similar improvements that interfere with the construction shall be done by the Contractor and shall be considered incidental to the construction, and the cost thereof shall be included in the unit contract prices in the proposal. Said improvements shall be removed and replaced to the satisfaction of the Engineer and the Contractor shall, at Contractor's own expense, completely repair any damage thereto caused by Contractor's operations.

Ornamental or decorative shrubs and/or trees removed by the Contractor shall be "balled" with adequate peat moss, watered and attended until it can be replaced in a new location as directed by the Engineer. The Contractor shall be responsible for sustaining the growth of trees, within the confines of the work area, for a period of one (1) year following final acceptance of the improvement. All costs incurred shall be considered incidental to the bid items and shall be included in the unit contract prices in the proposal.

The Contractor will make arrangements for disposing all materials subject to shrinkage or decay. Burning will be allowed only in areas designated by and as directed by the proper authorities.

The Contractor shall take adequate precautions to protect existing lawns, trees, irrigation systems, shrubs outside rights-of-way, sidewalk, curbs, pavements, utilities, adjoining property, and structures and to avoid damage thereto. The Contractor shall, at the Contractor's own expense, completely repair any damage thereto.

6. CONTRACTOR'S RESPONSIBILITY FOR UTILITIES

Known utilities and structures expected to be adjacent to, or encountered in the work, are shown on the drawings. It is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only and no responsibility is assumed by either the Owner or the Engineer for their accuracy or completeness.

The Contractor shall note the specific utilities identified on the contract plans that will be affected by construction of this project. The Contractor shall support and protect by timbers or otherwise, all pipes, conduits, poles, wires or other apparatus which may be in any way affected by the work, and do everything to support, sustain and protect the same under, over, along or across said work. In case any of said pipes, conduits, poles, wires or apparatus should be damaged they shall be repaired by the authorities having control of same, and the expense of such repairs shall be charged to the Contractor.

The Contractor shall further be responsible for any damage done to any street or public property, or to any private property by reason of the breaking of any water pipe, sewer or gas pipe, electric conduit, or other utility by or through Contractor's negligence.

The Contractor shall notify all utilities' offices that are affected by the construction operation at least forty-eight (48) hours in advance. This may be accomplished by notifying the "one-call" system. Under no circumstances shall the Contractor expose any utility without first requesting permission and being granted permission to do so from the affected agency.

The Contractor is notified that construction of the proposed utilities and other structures may be in conflict with existing utilities and appurtenances, and the grade of the proposed utilities may require adjustment due to the location of the existing facilities. At the direction of the Engineer, the Contractor shall expose such existing facilities prior to ordering materials in as many locations as deemed necessary by the Engineer so that the proposed utilities and other structures may be adjusted in advance. Except as provided for otherwise in the Special Provisions, all costs associated with exposing existing facilities shall be incidental to the bid items in the Bid Proposal, and no separate compensation shall be made to the Contractor.

Should it be necessary for any utility to be moved or replaced as it relates to pipe placement, grading and paving operations on this project, it will be the Contractor's responsibility to coordinate operation with the affected utility. The utility will perform the relocation unless otherwise described in these specifications. Any delays relating to this matter will not be subject to claim for additional compensation by the Contractor.

No utility, private or public, shall be moved to accommodate the Contractor's equipment or the method of operation when such utility does not interfere with the improvement under construction.

7. CONSTRUCTION STAKING

The Contractor shall provide Construction Staking for this project as specified in the Special Provisions. Construction staking shall be considered incidental and shall be provided at no additional cost to the Owner.

8. FIELD RELOCATION

During the progress of construction, it is expected that minor relocations in line and grade may be necessary. Such relocations shall be made only by direction of the Engineer. Unforeseen obstructions encountered as the result of such relocations will not be subject to claim for additional compensation by the Contractor at any greater extent than would have been the case had the obstruction been encountered along the original location.

9. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under the Contract until the Contractor has obtained all necessary insurance and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been obtained and approved by the City.

The Contractor shall be required to procure and maintain insurance as stated in Section 1-.07.18 of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction. The minimum policy limits of the Contractor's liability and property damage insurance shall be in conformance with Section 1-07.18(5) of the Standard Specifications except as to bodily injury and property damage liability coverage limits which shall be ten million (\$10,000,000) per occurrence and per project in the aggregate.

The Contractor shall include in all insurance policies as additional named insured:

The Owner, the Engineer (Casey Civil, PLLC) and each of their officers, agents and employees.

10. SUBMITTAL OF INFORMATION

As specified in the Instructions to Bidders, the apparent successful bidder shall, within three (3) days after the day of the bid opening, submit the following information concerning bidder qualifications:

- A. A list of job experiences similar to this project, with a contact person, phone number and e-mail address noted for each.
- B. A list of major equipment anticipated to be used on this project.

11. DUST CONTROL

It shall be the Contractor's responsibility to control dust by water or dust palliative, as ordered by the Engineer, for the alleviation or prevention of dust nuisance. All costs incurred as a result of controlling

dust as specified herein shall be considered as incidental to the contract and included in the unit prices, and no additional compensation will be paid to the Contractor.

12. OPENING OF COMPLETED WORK TO THE PUBLIC

Completed work shall be opened to the public when and where directed by the Engineer, but such opening shall not constitute final acceptance of the work. Maintenance shall be at the Contractor's expense until final acceptance.

13. ENGINEER'S STATUS DURING CONSTRUCTION

A. Owner's Representative

Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of Owner and Engineer.

B. Visits to Site

Engineer will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed work will conform to the Contract Documents. On the basis of such visits and onsite observations as an experienced and qualified design professional, Engineer will keep Owner informed of the progress of the work and will endeavor to guard Owner against defects and deficiencies in the work.

C. Clarifications and Interpretations

Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefore as provided in the Standard Specifications.

D. Rejecting Defective Work

Engineer will have authority to disapprove or reject work which is defective, and will also have authority to require special inspection or testing of the work as provided in the Standard Specifications.

E. Decisions on Disagreements

Engineer will be the initial interpreter of the requirements of the Contract Documents and acceptability of the work thereunder. Claims, disputes and other matters relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work shall be referred to Engineer in writing with a request for a formal decision in accordance with this paragraph, which Engineer will render in writing within a reasonable time. The Contractor's verbal statements of claims, protests, and disputes are inadequate, do not satisfy the requirements of the Contract, and will have no effect. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to the Engineer and the other party to the Agreement within fifteen (15) days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within forty-five (45) days of such occurrence unless Engineer allows an additional period of time to ascertain more accurate data. In Engineer's capacity as interpreter, the Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

The rendering of a decision by Engineer pursuant to the above paragraph with respect to any such claim, dispute or other matter will be a condition precedent to any exercise by Owner or Contractor of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect to any such claim, dispute or other matter.

F. Limitations on Engineer's Responsibilities

Neither Engineer's authority to act under this Section or elsewhere in the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor, any subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the work.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used, to describe requirements, direction, review or judgment of Engineer as to the work, it is intended that such requirements, direction, review or judgment will be solely to evaluate the work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that Engineer shall have authority to supervise or direct performance of the work or authority to undertake responsibility contrary to the provisions of paragraphs "1" and "2" below.

1. Engineer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.

2. Engineer will not be responsible for the acts or omissions of Contractor or of any subcontractors, or of the agents or employees of any Contractor or subcontractor, or of any other persons at the site or otherwise performing any of the work.

G. Engineer's Review of Application for Progress Payment

Engineer will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. Owner will, within ten (10) days of presentation of the Application for Payment with Engineer's recommendation, pay Contractor the amount recommended.

Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's on-site observations of the work in progress as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that to the best of Engineer's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation) and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Engineer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the work, or that the means, methods, techniques, sequences, and procedures of construction have been reviewed or that any examination has been made to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to Contractor on account of the Contract Price, or that title to any work, materials or equipment has passed to Owner free and clear of any liens.

Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to Owner. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- The work is defective, or completed work has been damaged requiring correction or replacement.
- Written claims have been made against Owner or liens have been filed in conjunction with the work.
- The contract price has been reduced because of modifications.

- Owner has been required to correct defective work or complete the work.
- Contractor's unsatisfactory continuation of the work in accordance with the Contract Documents.
- Contractor's failure to make payment to subcontractors, or for labor, materials, or equipment.

14. SUBSTANTIAL COMPLETION

When Contractor considers the entire work ready for its intended use Contractor shall, in writing to Owner and Engineer, certify that the entire work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, Owner, Contractor and Engineer shall make an inspection of the work to determine the status of completion. If Engineer does not consider the work substantially complete, Engineer will notify Contractor in writing giving reasons therefore. If Engineer considers the work substantially complete, Engineer will prepare and deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven (7) days after receipt of the tentative certificate during which Owner may make written objection to Engineer as to any provision of the certificate or attached list. If after considering such objections Engineer concludes that the work is not substantially complete, Engineer will, within fourteen (14) days after submission of the tentative certificate to Owner, notify Contractor in writing stating the reasons therefore. If after consideration of Owner's objections Engineer considers the work substantially complete, Engineer will, within said fourteen (14) days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner. At the time of delivery of the tentative certificate of Substantial Completion Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, heat, utilities and insurance. Unless Owner and Contractor agree otherwise in writing and so inform Engineer prior to Engineer issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

Owner shall have the right to exclude Contractor from the work after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

15. PARTIAL UTILIZATION

Use by Owner of completed portions of the work may be accomplished prior to Substantial Completion of all work subject to the following:

Owner at any time may request Contractor in writing to permit Owner to use any part of the work which Owner believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the work. If Contractor agrees, Contractor will certify to Owner and Engineer that said part of the work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the work. Within a reasonable time thereafter

Owner, Contractor and Engineer shall make an inspection of that part of the work to determine its status of completion. If Engineer does not consider that part of the work to be substantially complete, Engineer will notify Owner and Contractor in writing giving his reasons therefore. If Engineer considers that part of the work to be substantially complete, Engineer will execute and deliver to Owner and Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the work, attaching thereto a tentative list of items to be completed or corrected before final payment. Prior to issuing a certificate of Substantial Completion as to part of the work Engineer will deliver to Owner and Contractor a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities and insurance for that part of the work which shall become binding upon Owner and Contractor at the time of issuing the definitive certificate of Substantial Completion as to that part of the work unless Owner and Contractor shall have otherwise agreed in writing and so informed Engineer. Owner shall have the right to exclude Contractor from any part of the work which Engineer has so certified to be substantially complete, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

In lieu of the issuance of a certificate of Substantial Completion as to part of the work, Owner may take over operation of a facility constituting part of the work whether or not it is substantially complete if such facility is functionally or separately usable; provided that prior to any such takeover, Owner and Contractor have agreed as to the division of responsibilities between Owner and Contractor for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

No occupancy of part of the work or taking over of operations of a facility will be accomplished before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

16. FINAL INSPECTION

Upon written notice from Contractor that the work is complete, Engineer will make a final inspection with Owner and Contractor, and Engineer will notify Contractor in writing of all particulars in which this inspection reveals that the work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

17. FINAL APPLICATION FOR PAYMENT

After Contractor has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instruction, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents -- all as required by the Contract Documents, and after Engineer has indicated that the work is acceptable, Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as Engineer may reasonably require, together with complete and legally effective releases or waivers (satisfactory to Owner) of all liens arising out of or filed in connection with the work. In lieu thereof and as approved by Owner, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases

and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any lien.

18. FINAL PAYMENT AND ACCEPTANCE

If, on the basis of Engineer's observation of the work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation -- all as required by the Contract Documents, Engineer is satisfied that the work has been completed and Contractor has fulfilled all obligations under the Contract Documents, Engineer will, within ten (10) days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application to Owner for payment. Thereupon Engineer will give written notice to Owner and Contractor that the work is acceptable subject to the provisions of the Standard Specifications. Otherwise, Engineer will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall, within thirty (30) days after receipt thereof, pay Contractor the amount recommended by Engineer.

19. CONTRACTOR'S CONTINUING OBLIGATION

Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the work or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor the issuance of a notice of acceptability by the Engineer, nor any correction of defective work by Owner shall constitute an acceptance of work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents.

20. COMPUTATION OF TIME

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

21. SCHEDULE FOR COMPLETION OF WORK

Within seven (7) days after the effective date of the Agreement, Contractor shall submit to Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of Shop Drawing submissions, and a preliminary schedule of values of the work.

22. PRECONSTRUCTION CONFERENCE

Within ten (10) days after the effective date of the Agreement, but before Contractor starts the work at the site, a conference will be held for review and acceptance of the Schedules, to establish procedures of handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

23. PERMITS

The Contractor shall secure all necessary permits for all work on this project. The Contractor shall obtain a Fircrest Business License prior to commencing any work on this project. The cost of securing all permits and obtaining a business license shall be incidental to the bid items.

24. USE OF PREMISES

Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

During the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work. At the completion of the work Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

25. RECORD DOCUMENTS

Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to Engineer for examination and shall be delivered to Engineer for Owner upon completion of the work. Record Documents may be reviewed for completeness as part of payment applications, and if all revisions have not been recorded properly, payment may be withheld in part or fully. Record drawing documentation shall be performed in accordance with the Special Provisions.

26. ABBREVIATIONS

Any material specified by reference to the number, symbol or title of a specific standard such as a commercial standard, federal specification, a trade association standard, or other similar standard, shall comply with the requirements in the latest revision thereof and of any amendment or supplement thereto, in effect on the date of Notice to Bidders, except as limited to type, class or grade or modified in the specifications, shall have full force and effect as though printed in the specifications.

When references are made to the following capitalized abbreviations, the reference shall be made to the specifications, standards or methods of the respective nationally recognized association, organization or resource.

AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGC	Associated General Contractors of America
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
APWA	American Public Works Association
ARA	American Railway Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
DIPRA	Ductile Iron Pipe Research Association
EEI	Edison Electric Institute

FHWA	Federal Highway Administration
FSS	Federal Specifications and Standards, General Services Administration
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
ITE	Institute of Transportation Engineers
MSHA	Mine Safety and Health Act
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Building Code of Manufacturers Association
NEPA	National Environmental Policy Act
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration
RCW	Revised Code of Washington (Laws of the State)
SAE	Society of Automotive Engineers
SEPA	State Environmental Policy Act
SSPC	Steel Structures Painting Council
UL	Underwriters' Laboratories, Inc.
WAC	Washington Administration Code
WISHA	Washington Industrial Safety and Health Administration
WSDOT	Washington State Department of Transportation
WWPA	Western Wood Products Association

27. DRAWINGS

The Contractor will be furnished, free of charge, one (1) hard copy of the Contract Documents and one (1) hard copy set of full-sized drawings. Additional copies of the Contract Documents and/or Drawings may be obtained on request by paying the actual cost of the reproducing of Contract Documents or Drawings. The Contractor shall keep one copy of the Contract Documents and the Drawings on the work site, available to the Engineer and to his representative. Said copies shall be kept in good readable condition.

28. INTENT OF PLANS AND SPECIFICATIONS

The intent of the Plans and Specifications is to describe a complete and operable system. Any materials not identified in the Plans and Specifications including any pipe fittings required to complete all systems shall meet the approval of the Engineer and shall be furnished and installed at no additional cost to the Owner.

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SPECIAL PROVISIONS

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SPECIAL PROVISIONS

1. EXAMINATION OF SITE

- A. The Contractor or bidder shall examine the site of work to ascertain all the physical conditions in relation thereto.
- B. All working measurements shall be taken at the site.

2. SCOPE OF WORK

The Work to be performed under this Contract shall consist of furnishing tools, equipment, materials, supplies, and manufactured articles, and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

A. Description of work

The scope of work consists of the following: decommissioning, demolition, and repurposing of existing sewer lift station structures including wet well, control panel, and associated appurtenances, installation of a submersible sewer lift station within the existing steel wet well, installation of duplex submersible sewage pumps and all appurtenances including, but not limited to, piping and supports, connections to existing gravity sewer and force main including all fittings, electrical and control panels, gravity block retaining walls, right-of-way restoration, temporary wastewater bypass pumping, and all other materials and labor required for an operable system, tested, and ready for use.

3. SCHEDULING OF WORK

Before any work is done, the Contractor shall confer with the Owner at a pre-construction conference. At the pre-construction conference the Contractor shall submit to the Owner a work schedule for the Owner's approval and shall make such arrangements as may be necessary for the prosecution of the contract. The Contractor shall schedule work so that water and sewer service to all customers is provided without interruption. Should the water and sewer service be interrupted, the Contractor shall coordinate with the Owner to provide temporary service, subject to the Engineer's approval. This work shall be conducted at the Contractor's sole expense.

4. COMPLIANCE WITH STATE AND LOCAL LAWS

The Contractor will be required to comply without additional expense to the Owner with all state, county, and municipal ordinances and regulations, insofar as they are binding upon the Owner.

5. PROTECTION OF STRUCTURES AND PROPERTY

The Contractor shall: provide, erect, and maintain barricades, warning signs, and guards as necessary for the protection of the public during construction, and in accordance with the most current version of the MUTCD.

Provide protection for all shrubs, trees, lawns, landscape work, walls, roads, drives, adjacent buildings, fences, pedestrians, vehicles, and equipment.

Remove all protections when the work is complete and accepted by the Owner.

Repair damage to Owner's property, or any other person's property on or off premises caused by reason of required work.

6. SITE SAFETY

The Contractor shall at all times take extra care in protecting his work. The Contractor shall keep to a minimum any noise, dust, pollution, etc., and shall daily coordinate his activities with the designated Owner's representative, and the Engineer to minimize any disruptions or inconvenience to the personnel and facilities.

7. OWNER'S AUTHORIZED AGENT

The word "Owner", as used herein, shall mean the City of Fircrest.

The word "Engineer", as used herein, shall mean the City of Fircrest Engineer, City's designated project manager, or his or her designee.

"As directed" means "as directed by the Engineer". Where the words "or approved" are used, the Engineer is the sole judge of the quality and suitability of the proposed substitutions, and the Contractor shall guarantee the substitution materials and equipment as equal to or better than those named in the specifications.

8. START AND TIME OF COMPLETION

The Working Days will begin counting on the date determined by the Notice to Proceed. Working Days shall be in compliance with Section 1-08.5 of the Standard Specifications for Road, Bridge, and Municipal Construction published by the Washington State Department of Transportation. Every day will be counted as a "working day" unless it is a nonworking day or an Engineer determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, a day on which the contract specifically suspends work, or one of these holidays:

January 1, the third Monday in January, the third Monday of February, Memorial Day, July 4, Labor Day, November 11, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day. The days between December 25 and January 1 will be classified as nonworking days, provided that the Contractor actually suspends work on the project.

Project time of completion shall be 300 calendar days for Substantial Completion 1 and 400 calendar days for Substantial Completion 2, as defined in these Special Provisions. Failure to meet the completion date of either milestone will result in the assessment of Liquidated Damages, as defined in these Special Provisions.

9. OVERTIME AND HOLIDAY WORK

Inspection time required before 7:00 A.M., after 3:30 P.M., on Saturdays, Sundays, or holidays, will be considered as overtime for the Engineer, and the costs thereof will be charged to the Contractor. Holidays shall be only those holidays as defined by the Standard Specifications.

10. INCOMPETENT EMPLOYEES

Incompetent, careless, or negligent employees shall be discharged forthwith by the Contractor upon written request from the Owner.

11. LIQUIDATED DAMAGES

Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to the Owner and general public. Because the Owner finds it impractical to calculate the actual cost of delays, it has adopted the following formula to calculate liquidated damages for failure to complete the physical Work of a Contract on time. Accordingly, by submittal of the bid proposal, Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Substantial Completion, and
2. To authorize the Owner to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula: $LD = 0.15 C / T$

Where:

- | | |
|----|--|
| LD | = liquidated damages per working day (rounded to the nearest dollar) |
| C | = original Contract amount |
| T | = original time for Substantial Completion |

When the Contract Work has progressed to the extent that the Owner has full use and benefit of the facilities, both from the operational and safety standpoint, all the initial plantings are completed, and only minor incidental Work, correction, or repair remains to physically

complete the total Contract, the Engineer may determine that Substantial Completion of the Contract has been achieved.

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction of payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

12. BID ITEMS/ESTIMATED QUANTITIES

The following text shall modify Section 1-04 of the Standard Specifications:

The quantities shown in the Proposal and Contract forms are estimates only, being given only as a basis for the comparison of bids. The Owner does not warrant, expressly or by implication, that the actual amount of work will correspond thereto. The Contractor shall field-confirm actual quantities. The Engineer and Owner accept no responsibility for any variance between the actual quantities and the quantities provided for the Contractor's information. The right to increase or decrease the amount of any class or portion of the work, without a change order, or to make changes in the work required as may be deemed necessary by the Engineer, is reserved by the Owner. When such increases or decreases become necessary, the Engineer or Owner may issue written instructions to the Contractor, and the Contractor shall adjust the quantities installed as directed.

No unit pricing shall be adjusted as a result of decreasing quantities unless the total value of the Contract decreases by at least 25 percent.

The Owner will not pay restocking fees or any other costs for the return or disposal of unused materials ordered by the Contractor.

The basis of payment will be for the items of work furnished, installed, measured, and accepted by the Engineer in accordance with the Contract requirements.

13. SITE ACCESS

The Contractor shall be responsible for confining operations to those areas that are in the City of Fircrest Rights-of-Way and to the minimum amount of disturbance possible where work is to occur on private property. It is not anticipated that the project will require the City of Fircrest to obtain Construction Access Agreements with private property owners. All work must be contained within the public right-of-way which limits the Contractor's activities to installing the Work as described and shown on the Contract Documents. Any use of private property will require the Contractor to negotiate with private property owners for any additional or other uses. The Contractor shall restore all surfaces and improvements to a condition equal or better than original.

14. STORAGE AND USE OF PREMISES AND SITE

Contractor shall confine operations to work areas as directed. Keep all work areas clean and orderly every day.

Secure storage is not available. Limited temporary storage area for construction materials and excavated materials will be provided by the Owner at the City of Fircrest Public Works Yard at 120 Ramsdell Street. The Contractor shall contact City of Fircrest Utility Foreman Jeff Davis to coordinate any use of the Public Works Yard for temporary storage.

The temporary storage site shall be maintained by the Contractor to meet safety, health, and other requirements of all State and local laws. No runoff which could cause pollution of any waters of the state will be allowed. The storage of materials shall not damage any abutting properties or improvements thereon. The Contractor shall not store any materials that could potentially contaminate the environment (e.g. fuel, pesticides, etc.) at the Public Works Yard.

When the Contractor uses private lands provided by any party for storage, the Contractor shall supply the Owner with a release signed by the property owner prior to final payment.

15. WASTE SITE

All excess excavation materials and waste materials shall be disposed of off-site at a Contractor-provided waste site with no separate compensation by the Owner.

16. TEMPORARY SANITARY FACILITIES

Contractor shall be responsible for providing temporary sanitary facilities on site.

17. CONSTRUCTION STAKING

The Contractor shall provide construction stakes to use in establishing the horizontal and vertical alignment for the items of work on this project. Owner will not provide any reference benchmarks other than what may be shown on the contract drawings.

18. PROJECT MEETINGS

A. Pre-construction Conference

The Engineer will schedule and conduct a pre-construction meeting after awarding the Contract, and prior to start of construction, to discuss Contract Administration procedures. Representatives of Owner, Contractor and any Sub-Contractors shall attend.

Agenda:

1. Contractor information to be presented:

List of Sub-Contractors

Construction schedule

Sequencing of work

Designation of construction Superintendent and phone number

2. Project Manager information to be discussed:

Communication procedures
Distribution of Contract Documents
Submittal requirements and procedures
Project record documents
Payment requests
Material storage on-site
Parking
Change order procedures

19. SUBMITTALS

A. General Requirements for Submittals (see also Section 01 33 00 in Technical Specifications)

1. All submittals shall be transmitted from the Contractor.
2. Submittals transmitted from subcontractors and materials suppliers will be rejected.
3. All submittals shall contain the Contractor's name, the name of the project, and the date of the submittal.
4. Undated submittals will be rejected.
5. All work required to complete the submittal requirements and not specifically identified in a proposal item will be deemed incidental to the items of work in the proposal and no separate compensation will be made.
6. The Engineer shall be allowed fifteen (15) days to review all submittals for approval, approval with conditions, or rejection.

B. Construction Schedules

Within seven (7) days after Notice to Proceed, prepare and submit for Owner's approval an estimated progress schedule in Critical Path Method (CPM) or Gantt Chart format of work consistent with Contract Documents. The Construction Schedule shall clearly delineate the beginning and ending times for each phase of construction, showing which street reaches will be closed to traffic in each phase.

C. Product Submittals (Materials)

The Contractor shall satisfy the submittal requirements for all construction materials, methods, products and systems installed for this Contract. This requirement shall apply when the Contractor proposes to use the materials, products, and systems already specifically identified in these Contract Documents, as well as when the Contractor proposes to use alternate materials, products, and systems.

Contractors shall mark which item is proposed. Confirm ordering numbers, optional features and accessories.

Submittals for alternate materials or substitutions shall contain sufficient information to prove that the alternate materials are in fact equivalent to the materials identified by the Contract Documents. The Contractor shall retain the burden of proving that alternate materials, products, and systems are equivalent to those specified with regard to the salient characteristics.

The submittals shall accurately describe the materials, products, and systems that the Contractor proposes to use for the project. The data shall be complete and shall include all technical performance data, product application data, and installation data that the manufacturer and Contractor have available for technical review purposes. Whenever a choice of color or pattern is available in a specified product, submit accurate color charts and pattern charts to the Engineer for review and selection.

All materials furnished by the Contractor for this project shall only be installed in accordance with a submittal which has been provided by the Contractor and approved by the Engineer in writing. Materials which have not been specifically approved in accordance with the procedures contained herein shall be removed from the project by the Contractor and replaced by the Contractor in accordance with an approved submittal, and no additional compensation will be allowed therefore.

D. Product Submittals (Shop Drawings)

The Contractor shall satisfy the submittal requirements for all construction materials, products and systems installed for this Contract. The Contractor shall submit copies of product submittals including catalog cuts to Engineer.

E. Additional Requirements

See Technical Specifications for additional requirements relative to submittals and approvals.

20. PROGRESS PAYMENTS

- A. Owner will make progress payments, in such amounts as Owner determines are properly due, within 30 days after receipt of a properly executed Application for payment. Owner will notify Contractor in accordance with RCW 39.76 if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Owner will retain 5% of the amount of each progress payment until 30 days after Final Acceptance and receipt of all documents required by law or the Contract Documents including, at Owner's request, consent of surety to release of the retainage. In accordance with RCW 60.28, Contractor may request that moneys reserved by retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in

escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor.

21. PROJECT CLOSEOUT

The Contractor shall notify the Engineer in writing when all work is completed and ready for pre-final inspection. The Engineer will make an inspection, forwarding a "Punch List" of deficiencies to the Contractor, who will promptly correct all items noted.

The Contractor shall notify the Engineer in writing when all "Punch List" deficiencies from the pre-final inspection have been completed. The Engineer will set a time for a Final Inspection, at which time the Contractor and the Engineer shall jointly inspect the work. The Contractor shall promptly correct any further deficiencies noted.

When the Engineer finds that all work is acceptable under Contract Documents, the Contractor may proceed with closeout submittals. When Contractor considers the work complete, he or she shall submit written verification, closeout submittals, to the Engineer that:

1. Contract Documents have been reviewed.
2. Work has been completed and inspected for compliance with Contract Documents.
3. Evidence of compliance with the requirements all governing authorities.
4. Warranties and bonds have been submitted to the Owner.

After the work has been accepted by the Owner, the Contractor shall submit the final application for payment in accordance with procedures and requirements stated in the Contract Documents.

22. ORDER OF PRECEDENCE

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

1. Signed Contract (including signed change orders and any special forms)
2. Addenda
3. Bid Proposal Forms
4. Technical Specifications
5. Contract Drawings
6. Special Provisions
7. General Requirements
8. 2023 WSDOT Standard Specifications
9. WSDOT Standard Plans (current version at date of bid opening)
10. Advertisement for Bids

23. MOBILIZATION

The Contractor shall complete Mobilization in accordance with Section 1-09.7 of the Standard Specifications, except as noted otherwise.

Mobilization shall include the requirement to comply with Section 8-01.3(1)B of the Standard Specifications for an Erosion and Sediment Control (ESC) Lead. The ESC Lead shall ensure that the Contractor's erosion and sediment control measures meet all applicable federal, state, and local requirements.

Measurement and Payment for Mobilization shall be included in the lump sum bid item and shall include all labor, materials, tools, fuel, equipment, and supervision required to complete Mobilization as specified herein.

24. PROJECT TEMPORARY TRAFFIC CONTROL

A. General

The Contractor shall complete Project Temporary Traffic Control per Section 1-10 of the Standard Specifications.

The Contractor shall submit a traffic control plan for Engineer's review and approval. Contractor shall not start with any construction work prior to receiving Engineer's approval of Contractor's traffic control plan.

It shall be the Contractor's responsibility to notify in advance fire and police departments when their operations will hinder in any manner normal access by emergency vehicles. The Contractor shall leave their night emergency telephone number(s) with the police department so that contact may be made at all times in case of emergencies involving the project.

All signs not belonging to the Owner that interfere with construction as determined by the Engineer shall be removed by the Contractor and returned to their respective ownerships.

The Contractor shall keep at least one traffic lane open at all times during working hours. All lanes shall be open to traffic during non-working hours.

The Contractor may close down through traffic between intersections, while allowing for local access.

The Contractor shall delineate all obstructions and excavations with appropriate barricades. Flaggers, barricades, signs and traffic controls shall be provided in accordance with and conform to the standards established in the latest edition of the "Manual on Uniform Traffic Control Devices" and the Washington State Department of Transportation traffic control standards.

B. Public Convenience and Safety

The Contractor shall conduct all operations with the least possible obstruction and inconvenience to the public. The Contractor shall have under construction no greater length or amount of work than can be prosecuted properly with due regards to the right of the public.

The Contractor shall not conduct work that involves trenching operations prior to 7:00 am or after 3:30 pm, nor have an open trench condition on any streets prior to 7:00 am or after 5:00 pm. Trenches can be left open if protected from vehicular and pedestrian traffic with steel plates. All streets shall remain open to vehicular traffic prior to 8:00 am and after 5:00 pm.

To disrupt public traffic as little as possible, the Contractor shall:

1. Permit traffic to pass around the work with the least possible inconvenience or delay, except as provided herein.
2. Maintain existing roads and streets that lie next to or inside the project limits, keeping them in a safe condition at all times.
3. Remove or repair any condition resulting from the work that might impede traffic or create a hazard.
4. Keep existing lighting systems in operation as the work proceeds. (The Owner will continue the routine maintenance on such systems.)
5. Coordinate temporary road and lane closures with School District, Pierce County Transit and Emergency Services.

To protect the rights of abutting property owners, the Contractor shall:

1. Conduct the construction so that the least inconvenience as possible is caused to abutting property and business owners.
2. Maintain continual access to driveways, houses, and commercial buildings along the work area.
3. Provide temporary approaches to crossing or intersecting roads and keep these approaches in good condition.
4. Provide another access before closing an existing one whenever the Contract requires removing and replacing an abutting owner's access, except as provided for herein.

The Contractor shall settle dust with water, or other dust palliative, as the Engineer may order. If grading work is on or next to a roadway in use, the Contractor shall finish the grade immediately after rough grading and place surfacing materials as the work proceeds.

The Contractor shall be responsible for providing adequate safeguards, safety devices, protective equipment, and any other needed actions to protect the life, health, and safety of the

public, and to protect property in connection with the performance of the work covered by the Contract. The Contractor shall perform any measures or actions the Engineer may deem necessary to protect the public and property. The responsibility and expense to provide this protection shall be the Contractor's.

C. Construction and Maintenance of Detours

The Contractor shall build, maintain in a safe condition, keep open to traffic, and remove when no longer needed:

1. Detours that will accommodate vehicular and pedestrian traffic diverted from the roadway during construction;
2. Temporary driveway approaches.

The Contractor shall pay all costs to build, maintain, and remove any other detours, whether built for the Contractor's convenience or to facilitate construction operations. Any detour proposed by the Contractor shall not be built or put into operation until the Engineer approves. Surfacing and paving shall be consistent with traffic requirements.

Upon failure of the Contractor to immediately provide, maintain, or remove detours when ordered to do so by the Engineer, the Owner may, without further notice to the Contractor or the Surety, provide, maintain, or remove the detours and deduct the costs from any payments due or coming due the Contractor.

D. Measurement and Payment

Measurement and Payment for Project Temporary Traffic Control shall be included in the lump sum bid item and shall include all labor, materials, tools, fuel, equipment, and supervision required to complete Project Temporary Traffic Control as specified herein.

25. SUBSTANTIAL COMPLETION

Due to delays in procuring the backup power generator, two milestones, Substantial Completion 1 and Substantial Completion 2, are established and defined as the following:

Substantial Completion 1 shall be defined as the completion of all successful testing of the lift station, except for the backup power generator, and acceptance by the Owner. Substantial Completion 1 shall be complete within 300 calendar days.

Substantial Completion 2 shall be defined as the completion of all successful testing of the backup power generator, operating in automatic service for the lift station operation, and acceptance by the Owner. Substantial Completion 2 shall be complete within 400 calendar days and will not be awarded until the Contractor has completed all of the following items of work:

1. All improvements have been completed.

2. All surface restoration has been completed.
3. All utility surface features shall be raised to finish grade of the pavement.
4. As-built redlines have been delivered to the Engineer.
5. Final Operations and Maintenance Manuals have been submitted.

26. IDENTIFICATION OF SUBCONTRACTORS

This Contract contains minimum experience requirements for certain categories of work. If the Contractor cannot demonstrate sufficient experience where such experience is required, then the Contractor shall utilize specialty Subcontractors and Material Suppliers in the subject categories of work. Subcontractors and Material Suppliers shall be identified in accordance with the rules listed in Section 00 00 53 – Subcontractor and Material Supplier Listing.