



**INVITATION TO BID
PUBLIC WORKS
PROJECT NUMBER
EW-23300B**

PROJECT MANUAL

FOR

RALSTON TRAILHEAD PAVING

AT

THE PALOUSE TO CASCADES STATE PARK TRAIL

IN

ADAMS COUNTY

BID DEADLINE: 1:00 P.M., TUESDAY, OCTOBER 7TH, 2025

**Bidders are required to submit bid prices electronically through the State
Parks Public Opportunities-MRSC Bonfire Procurement Portal**

<https://mrscrosters.bonfirehub.com>

****BIDS WILL BE OPENED WITHIN THREE BUSINESS DAYS****

**WASHINGTON STATE PARKS & RECREATION COMMISSION
300 DESMOND DRIVE SE
LACEY, WA 98503
POST OFFICE BOX 42650
OLYMPIA, WASHINGTON 98504-2650**



STATE OF WASHINGTON
WASHINGTON STATE PARKS AND RECREATION COMMISSION
300 Desmond Dr SE Lacey, WA 98503 • PO Box 42650 • Olympia, WA 98504-2650 • (360) 902-8500
Internet Address: <http://www.parks.wa.gov>

ADVERTISEMENT FOR BID – STATEWIDE SMALL WORKS ROSTER

Your firm has been selected from the State Parks Statewide Small Works Roster and is invited to submit a bid for the following project. Electronic sealed bids will be accepted in accordance with the outlined submission requirements for the project detailed below.

PROJECT NUMBER:	EW-23300B
PROJECT TITLE:	Palouse to Cascades State Park Trail – Ralston Trailhead Paving
PROJECT DESCRIPTION:	This project involves paving the entrance and exit approaches at the Ralston Trailhead located along the Palouse to Cascades trail near the town of Ralston, WA. Paving will be approximately 1,440 square feet.
PROJECT LOCATION:	1787 East Lind Ralston Road, Ritzville, WA 99169 – Near the intersection with N Service Road 261 in Adams County
ESTIMATED BID RANGE:	\$ 6,500.00 - \$ 8,000.00
PROJECT REPRESENTATIVE:	Chris Ramsey
PROCUREMENT COORDINATOR	Brett Taylor
PREBID WALKTHROUGH:	No Pre-Bid Walkthrough
SUBMITTAL DUE DATE/TIME:	1:00 PM on Tuesday, October 7th, 2025
ELECTRONIC BIDDING:	Bidders are required to register as vendors on the MRSC Bonfire Procurement Portal https://mrscrosters.bonfirehub.com to be eligible to submit bids. All bid submissions must be completed electronically through the State Parks Public Opportunities section of the portal. Bidders must use the official Bid Proposal Form, provided as part of the electronic bid documents, ensuring that all required fields are properly filled out and submitted before the deadline. (See Bonfire support details further down.)

PLANS, SPECIFICATIONS, ADDENDA, AND PLAN HOLDERS LIST: Contractors can access plans and specifications through the State Parks Public Opportunities-MRSC Bonfire Procurement Portal at <https://mrscrosters.bonfirehub.com/portal>.

Important: Bidders are encouraged to “Register as a Prime/GC Interest” on the project details page of the MRSC Rosters Bonfire Procurement Portal to be placed on the Bidders List. This service is free for Prime Bidders, Subcontractors, and Vendors interested in bidding on this project.

TECHNICAL QUESTIONS regarding this project shall be directed to: **Chris Ramsey**, Project Representative at telephone: **(509) 665-4311**, email: chris.ramsey@parks.wa.gov, 270 9th Street NE, East Wenatchee, WA 98802.

BID RESULTS will be published on the State Parks Public Opportunities-MRSC Bonfire Portal <https://mrscrosters.bonfirehub.com/portal> following the bid deadline and in the Construction Projects section at www.parks.wa.gov/contracts after the bid submittal. This practice ensures that those involved and interested can readily view bid outcomes, enhancing transparency and efficiency in the bidding process.

THE STATE OF WASHINGTON PREVAILING WAGE RATES are applicable for this public works project. Bidders are responsible to verify and use the most recent prevailing wage rates. The "Effective Date" for this project is the bid submittal time and date above.

BIDDER RESPONSIBILITY will be evaluated for this project. In determining bidder responsibility, the Agency shall consider an overall accounting of the criteria set forth in Division 00 – Instructions To Bidders. Please direct questions regarding this subject to the Project Representative.

ACCESS EQUITY: The successful Bidder is required to complete their vendor registration in Access Equity, a secure B2GNow online vendor management system. Prime Contractors already registered with B2GNow for any public entity must ensure their information is up to date. The system can be accessed either directly at <https://omwbe.diversitycompliance.com/> or via the Office of Minority and Women's Business Enterprises (OMWBE) website at <https://omwbe.wa.gov/>.

FOR THIS PROJECT, VOLUNTARY DIVERSITY GOALS HAVE BEEN SET: 10% for Minority Business Enterprises (MBE), 6% for Women's Business Enterprises (WBE), 5% for Washington Small Businesses, and 5% for Veteran-owned businesses. While meeting these goals is not mandatory, it is strongly encouraged to promote diversity in business participation.

Bidders may contact the Office of Minority and Women's Business Enterprise (OMWBE) at: <http://omwbe.wa.gov/> to obtain information on certified firms. Bidders may also utilize Washington Small Businesses registered in WEBS at <https://pr-webs-vendor.des.wa.gov/> and Veteran-owned Businesses at <https://www.dva.wa.gov/veterans-their-families/veteran-ownedbusinesses/vob-search>.

Washington State Parks reserves the right to accept or reject any or all proposals and to waive informalities.

STATE OF WASHINGTON
PARKS AND RECREATION COMMISSION
CONTRACTS AND GRANTS

For assistance with the Bonfire Vendor Registration Process, please visit the following link: [Vendor Registration Support](#)

For guidance on the Bonfire Bid Submission Process, refer to this link: [Bid Submission Support](#)

Additional Bonfire Vendor Support resources, including support articles and instructional videos, are available at: [Bonfire Vendor Support](#)

If vendors experience any technical issues, they can contact Bonfire Support via email at Support@GoBonfire.com.

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"ADVERTISEMENT FOR BID" LETTER

INVITATION TO BID i-iii

INSTRUCTIONS TO BIDDERS 18 pages

BID PROPOSAL FORM 6 pages

GENERAL CONDITIONS 43 pages

PREVAILING WAGE STATEMENT 1 page

AVAILABLE INFORMATION (Scope of Work) 3 pages

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END OF SECTION

PALOUSE TO CASCADES STATE PARK TRAIL RALSTON TRAILHEAD PAVING

INVITATION TO BID

1.1 DESCRIPTION OF WORK

- A. This Contract includes paving the entrance and exit approaches at the Ralston Trailhead located along the Palouse to Cascades State Park Trail near the town of Ralston, WA. Paving will be approximately 1,440 square feet.

1.2 LOCATION OF PROJECT

- A. The project is located at 1787 East Lind Ralston Road, Ritzville, WA 99169 near the intersection with N Service Road 261 in Adams County.

1.3 TECHNICAL QUESTIONS

- A. Direct project questions to:

Chris Ramsey, State Parks Project Representative, at: Office Phone: (509) 665-4311, Cell Phone: (509) 699-1844, e-mail: chris.ramsey@parks.wa.gov

1.4 PRE-BID PROJECT SITE TOUR

DATE:	No Pre-Bid Site Tour
TIME:	No Pre-Bid Site Tour
LOCATION:	No Pre-Bid Site Tour

1.5 BID DEADLINE

- A. Bidders must be registered as vendors through the MRSC Bonfire Procurement Portal <https://mrscrosters.bonfirehub.com/portal>, which is free to sign up for, before submitting their bids electronically through the State Parks Public Opportunities section of the same portal. All bids must be submitted using the Bid Proposal Form, provided as part of the electronic bid documents. Submissions must fully comply with the requirements outlined in Sections 3.1 and 4.1 of the Instructions to Bidders. **Bids are due at 1:00 p.m., Tuesday, October 7th, 2025.** Late submissions will not be accepted.
- B. The Agency does not guarantee a specific timeframe for the public release of bid results; however, they are typically available within three business days of the bid deadline, often on the same day. Bid results can be accessed through the MRSC Bonfire Procurement Portal <https://mrscrosters.bonfirehub.com/portal> and public notices. Additionally, they may be available on the Washington State Parks website at www.parks.wa.gov/contracts under "Construction Projects – Public Works Bid Results." Bid results may also be shared through Plan Centers, but Bidders should note that the State Parks Public Opportunities - MRSC Rosters Bonfire Procurement Portal serves as the official release point for the Bid Tabulation or Bid Record for this solicitation.
- C. The Agency reserves the right to accept or reject all bids and to waive informalities. The

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Bidder will allow 60 days from bid deadline date for acceptance of its bid by the Agency.

1.6 COVID 19

- A. COVID-19 Refer to the Department of Labor & Industries website for requirements regarding any safety plans needed. [Novel Coronavirus Outbreak \(COVID-19\) Resources \(wa.gov\)](https://www.wa.gov/industry/employment-and-labor/covid-19)

1.7 FOR INFORMATION ON:

- A. Bidder Responsibility: Bidder responsibility will be evaluated for this project. In determining bidder responsibility, the Agency will consider an overall assessment of the criteria outlined in Division 00 – Supplemental Responsibility Criteria.

For any questions regarding this topic, please contact the Project Representative or submit a vendor discussion through the State Parks Public Opportunities - MRSC Bonfire Procurement Portal <https://mrscrosters.bonfirehub.com/portal>. To ensure consideration, all inquiries must be received at least seven (7) working days before the bid deadline.

- B. Reciprocal Preference: See Instructions to Bidders 11.1 Reciprocal Preference for Resident Contractors.
- C. Apprenticeship Requirements: For projects estimated at or over \$1,000,000, Apprenticeship Participation, Mandatory 15 percent apprentice labor, see Instructions to Bidders 5.1B Apprenticeship Participation.
- D. Subcontractor Listings: When the base bid combined with any alternates totals \$1,000,000 or more, the Bidder must list the Subcontractors they intend to use for structural steel, rebar installation, heating, ventilation, and air conditioning (HVAC), plumbing, and electrical work on the Subcontractor Utilization List form for this project, see Instructions to Bidders 5.1A Subcontractor Listing.
- E. MWBE goals: See Instructions To Bidders 12.1 Minority And Women's Business Enterprise (MWBE) Utilization. For Veteran-Owned and Small Business utilization, see Instruction to Bidders 12.2.
- F. Modification of Bid: See Instructions to Bidders 6.3 Modification of Bid.
- G. Withdrawal of Bid: See Instructions to Bidders 6.4 Withdrawal of Bid.
- H. Bid Guarantee: See Instructions to Bidders 4.1 Bid Bond. No particular bid bond form is required.
- I. Bid Tabulation and Bid Record: See Instructions to Bidders 7.1B for Bid Tabulation, Bid Record, and Announcement of Apparent Low Bid.
- J. Records Request: All submitted bids are subject to public records request once the lowest bidder has been determined and officially announced. See Instructions to Bidders 7.1D Records Request.

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1.8 ACCESSIBILITY

- A. Sites may not be fully accessible to people with disabilities. Please contact the Project Representative at least five (5) days prior to scheduled pre-bid tour if special accommodation is required for your attendance.

END OF SECTION

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1.1 BIDDER DEFINED

- A. A "*Bidder*" is an entity or person who submits a bid proposal for the work described in the contract documents.
- B. The Bidder must be registered with the Washington State Department of Labor and Industries in accordance with RCW 18.27.020. The contractor registration number, expiration date, Uniform Business Identifier (UBI) number, and federal tax identification number must be entered in the applicable spaces on the Bidder Compliance Form within the Bid Proposal Form.

2.1 EXAMINATION OF THE WORK SITE AND BIDDING DOCUMENTS

- A. Bidder acknowledges that it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and road; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the work.

The bidder also acknowledges that it has satisfied itself as to character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Agency, as well as from the drawings and specifications made a part of this contract. Any failure of the Bidder to take the actions described and acknowledged in this paragraph will not relieve the Bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work.

- B. No statement by any officer, agent, or employee of the Agency pertaining to the physical conditions of the site of the work will be binding on the Agency other than those statements issued in the contract documents.
- C. Bidders shall promptly notify the Agency of ambiguities, inconsistencies, or errors, if any, which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- D. Interpretations and Clarifications
 - 1) Prospective Bidders seeking clarification or interpretation of the solicitation, drawings, or specifications must submit a written request to the Project Representative listed in the Invitation to Bid or through the **State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal** <https://mrscrosters.bonfirehub.com/portal> by submitting a vendor discussion. Requests must be received at least seven (7) working days prior to the bid deadline to be considered.
 - 2) Any Agency responses that do not modify the Scope of Work outlined in the contract documents may be posted on the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal prior to the bid submission deadline. Such clarifications will not be considered part of the contract documents and do not need to be acknowledged by Bidders in their Bid Proposal Form. The Agency retains sole discretion to determine whether a clarification or interpretation affects the Scope of Work and requires inclusion in the Contract Documents.

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- 3) Changes to the Scope of Work or schedule described in the contract documents will only be issued as written ADDENDA.
- 4) Oral interpretations or clarifications are not legally binding.

E. Substitutions

- 1) The product, equipment, materials, or methods described or noted within the Bidding Documents, whether currently available or not, are to establish a standard of quality, function, appearance and dimension. A proposed substitution shall have equal attributes in all respects.
- 2) No substitution will be considered unless a written request for approval is submitted by the Contractor, after Award, in accordance with the applicable provisions of Section 012500 of the specifications. If no Section 012500 is available, then see section 016000 Product Requirements, sub-section 1.5. Each such request shall describe the proposed substitution in its entirety including name of the material or equipment, drawings, catalog cuts, performance or test data and all other information required for an evaluation. The submittal shall also include a statement noting all changes required in adjoining, dependent or other interrelated work necessitated by the incorporation of the proposed substitute. The Bidder shall bear the burden of proof of merit of the proposed substitution. The Project Representative's decision of approval or disapproval of a proposed substitution shall be final.

3.1 BID PROPOSAL

- A. Bidders must be registered as vendors through the **MRSC Rosters Bonfire Procurement Portal** <https://mrscrosters.bonfirehub.com/portal>. All bid submissions must be made through the State Parks Public Opportunities section on the same portal. The individual who signs and submits the bid through the Bonfire Portal must be an authorized designee responsible for the bid submission.
- B. All bidders for Small Works Projects must be currently registered on the MRSC Small Works Roster (vendor list) found <http://mrscrosters.org/>.
- C. Bidders are required to submit bid prices electronically through the **State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal**. Submissions must be completed using the Bid Proposal Form, provided as part of the electronic bid proposal documents. The Bid Proposal Form is a spreadsheet consisting of four tabs:
 1. Bidder Compliance Form
 2. Bid Form
 3. MWBE
 4. Subcontractor Utilization (if applicable)

All fields in the Bid Proposal Form tabs must be properly and completely filled out to ensure compliance. Failure to fill in all required fields may result in the bid being deemed non-responsive.

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The Bidder Compliance Form must include the Bidder's full and complete address and information, typed in the spaces provided. The Bid Form must be electronically signed in the firm's name, and a typewritten name is acceptable as an electronic signature, provided it complies with electronic submission requirements.

Once the Bid Proposal Form is completed, it must be uploaded in its original form to the appropriate section of the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal <https://mrscrosters.bonfirehub.com/portal>. Bidders are reminded to thoroughly review their submission before uploading to ensure compliance with all instructions and requirements. Incomplete submissions will be deemed non-responsive.

- D. Except as otherwise provided in these instructions, bid proposals that are incomplete, or that are conditioned in any way, or that contain alterations, or items not called for in the contract documents, or that do not conform to the call for bids, may be rejected as non-responsive at the discretion of the Agency unless the law requires that the omission be deemed non-responsive, in which case the bid will be rejected as non-responsive. Only the amounts and information asked for on the Bid Proposal Form and the plans and specifications furnished will be considered as the bid. Bid amounts include all taxes imposed by law, **except** for Washington Sales Tax unless noted otherwise.
- E. Each Bidder must submit their bid exactly as specified and as provided in the Bid Proposal Form. Bidders are required to include bids for all alternates if alternates are indicated on the Bid Form. For alternates that have no charge, the Bidder must type "\$0.00" in the column for the unit price on the Bid Form.
- F. Bidders shall acknowledge receipt of any ADDENDA to the solicitation for bids on the Bid form. Failure to do so may result in the bid being declared non-responsive.
- G. Substitute bid forms will not be considered unless this solicitation authorizes their submission.
- H. The bid prices listed in the Bid Form must include all labor, materials, equipment, overhead, and compensation necessary to complete the work for each item, while the costs for the building permit and public utility hookup fees will either be reimbursed directly to the Contractor or paid by the Agency to the permitting agency and therefore should not be included in the bid amount.
- I. The low Bidder, for purposes of award, shall be the responsive and responsible Bidder offering the low aggregate amount for the base bid item, plus additive or deductive bid alternates selected by the Agency, and within funds available for the project. The Bidder agrees to hold all bid alternate prices for sixty (60) days from date of bid deadline.

4.1 BID GUARANTEE: BID BOND

- A. A bid bond is not required when the total bid amount, including the base bid and all additive alternates, is \$35,000 or less. In such cases, instead of providing a bid bond, Bidders must complete and upload the **Bid Bond Requirement Statement** as part of their bid submission. This ensures compliance with the bidding requirements for projects below the \$35,000 threshold.
- B. When the sum of the base bid plus all additive alternates is greater than \$35,000.00, a bid guarantee in the amount of 5% of the base bid amount is required. Failure of the Bidder to provide bid guarantee when required shall render the bid non-responsive.

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- C. Acceptable forms of bid guarantee are: A bid bond. A scanned copy (e.g., PDF) of the bid bond must be uploaded to the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal (<https://mrscrosters.bonfirehub.com/portal>) along with your bid response to the Agency. See also, Section 6.1 SUBMISSION OF BID.
- D. The Bidder will allow 60 days from bid deadline for acceptance of its bid by the Agency.
- E. Should the successful Bidder fail to enter into a contract and furnish a satisfactory performance bond within 15 days after receiving properly prepared contract forms from the Agency, the bid bond may be forfeited as liquidated damages for advertisements and administration of bid procedures. Additionally, the Agency reserves the right to terminate the contract award.
- F. Bid bonds must be held for the three low bids for 30 days or until a contract is executed with the successful Bidder. All other bid bonds will be released or returned to the Bidders within 15 days of the bid deadline.

5.1 REQUIREMENTS FOR PROJECTS ESTIMATED AT \$1,000,000 OR MORE

A. SUBCONTRACTOR LISTING

Pursuant to [RCW 39.30.060](#), if the base bid combined with the sum of the alternates exceeds one million dollars (\$1,000,000.00) or more for the construction, alteration, or repair of any public building or public work of the state shall require each Bidder to submit as part of the bid the names of subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, and electrical, structural steel installation, rebar installation or to name itself for the work. The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate.

Subcontractor listing is not required for Small Works Projects under \$350,000.

Failure of the Bidder to submit as part of the bid, the names of such subcontractors, or to name itself to perform such work, or the naming of two or more subcontractors to perform the same work, or failure to sign the form shall render the bid as non-responsive and therefore void.

B. APPRENTICESHIP PARTICIPATION

In projects estimated to cost one million dollars (\$1,000,000.00) or more, be aware that the following requirements will be part of the resulting contract.

Apprenticeship requirements do not apply to Small Works Projects estimated below \$350,000.

In accordance with [RCW 39.04.320](#) (Apprenticeship Training Programs), for all public works estimated by the Agency Project Engineer to cost **one million dollars or more**, the state of Washington requires no less than **15% of the labor hours be performed by apprentices**. A contractor or subcontractor may not be required to exceed the 15% requirement. The bid advertisement and Bid Proposal Form shall establish a minimum required percentage of apprentice labor hours compared to the total labor hours. The project's apprenticeship utilization rate is calculated using the approved affidavits from the L&I portal.

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1. **Incentives** - The Contractor who meets or exceeds this utilization requirement on eligible contracts, will be awarded a monetary incentive described in the Apprentice Utilization Requirements section of the Bid Proposal Form.
 2. **Penalties** - The Contractor who fails to meet the utilization requirement and fails to demonstrate a Good Faith Effort, as outlined below, is subject to penalties described in the Apprentice Utilization Requirements section of the contract Bid Proposal Form. Contractor will receive an invoice payable to the Agency within 30 days. The contractor will have 30 days to pay the penalty invoice at the time of receipt before the penalty is considered outstanding. Contractors with outstanding apprenticeship penalties may be considered non-responsive.
 3. **Cost Value** - The expected cost value associated with meeting the goal is included in the Base Bid as described on the Bid Proposal Form.
 4. **Utilization Plan** - The Contractor shall provide an Apprentice Utilization Plan (Plan) demonstrating how and when they intend to achieve the Apprenticeship Utilization Requirement. The Plan shall have enough information to track the Contractor's progress in meeting the utilization requirement. The Contractor shall submit the Plan on the Apprentice Utilization Plan template within 10 business days of Notice to Proceed of the contract and prior to submitting the first invoice. The Contractor shall provide an updated Plan during the course of construction when there are significant changes to the Plan which may affect their ability to meet the requirement.
 - a) The Plan shall be uploaded to the Department of Labor & Industries' (L&I): ***Prevailing Wage Intents and Affidavit (PWIA) system on L&I's website.***
 - b) The Plan is not submitted for approval.
 - c) It is expected that the Contractor will actively seek out opportunities to meet the Apprentice Utilization Requirement during construction even if the Plan indicates a shortfall in meeting the requirement.
 - d) If the Plan indicates that the Contractor will not attain the Apprentice Utilization Requirement, then Contractor must submit "Good Faith Effort" (GFE) documentation with their Plan to L&I's PWIA system.
- C. APPRENTICESHIP - GOOD FAITH EFFORT (GFE)
1. **Good Faith Effort (GFE)** documentation shall describe in detail why the Contractor is not or was not able to attain the Apprentice Utilization Requirement.
 - a) Contractors may submit Good Faith Effort (GFE) documentation at any time during the construction.
 - b) All GFE documentation must be submitted no later than 30 days before substantial completion.
 - c) Only the awarding Agency can approve GFEs. The Department of Labor & Industries (L&I) may provide assistance but does not have approval authority
 - d) The Awarding Agency must document its GFE decision in writing, including any monetary penalty if denied.

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- e) Good Faith Effort (GFE) documentation must be in signed letter format uploaded to the PWIA system and include:
 - 1. The contract number, title and the apprentice utilization requirements,
 - 2. The amount of apprentice labor hours the contract can or did attain along with the percentage of labor hours,
 - 3. Contractors may receive a GFE credit for graduated Apprentice hours through the end of the calendar year for all projects worked on as long as the Apprentice remains continuously employed with the same Contractor they were working for when they graduated. If an Apprentice graduates during employment on a project of significant duration, they may be counted towards a GFE credit for up to one year after their graduation or until the end of the project (whichever comes first). Determination of whether or not Contract requirements were met in good faith will be made by subtracting the hours from the journeyman total reported hours for the project and adding them to the apprentice hour total. If the new utilization percentage meets the Contract requirement, the Contractor will be reported as meeting the requirement in good faith,
 - 4. Anticipated or actual shortfall (in apprentice labor hours and percentage) and the reason(s) for not attaining the required apprentice labor hours,
 - 5. Information from one or more of the following areas:
 - (a) Names of any State-Approved Apprentice Training Programs contacted with the name(s) of person(s) contacted and dates of contacts, and a copy of each response from the Training Program(s),
 - (b) Reference Contract Specifications or documents that affected the Contractor's ability to attain apprentice utilization,
 - (c) Discuss efforts the Contractor has taken to require Subcontractors to solicit and employ apprentices,
 - 6. Backup documentation to the letter consisting of the following:
 - (a) Letters, emails, phone logs including names dates and outcomes, posters, photos, payrolls, timecards, schedules, copies or references to other contract specifications or documents.

Additional Resource Information

- (a) For questions regarding how to complete the Apprentice Utilization Plan template or Good Faith Effort documentation, please contact the Project Manager listed in the Bid Advertisement.
- (b) Step-by-step instructions on how to access and navigate the L&I's PWIA system, including uploading required documents can be found on the L&I website.
- (c) Additional information about apprentice utilization on Public Works Project can be found on the L&I website.

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6.1 SUBMISSION OF BID

- A. Bids must be submitted on or before the time as specified in the Invitation to Bid.
- B. Bid responses will only be accepted electronically through the State Parks Public Opportunities section using the MRSC Rosters Bonfire Procurement Portal as specified in the Invitation to Bid. <https://mrscrosters.bonfirehub.com/portal>.
- C. People with disabilities who wish to request special accommodation, (e.g., sign language interpreters, braille, etc.) need to contact the Agency ten (10) working days prior to the scheduled bid deadline.
- D. In the event the MRSC Rosters Bonfire Procurement Portal is unavailable to all users at the bid submittal deadline, the Agency will contact the Bidders within 24 hours and the Agency will extend the bid submittal time.
- E. Neither Agency nor MRSC Rosters Bonfire Procurement Portal can guarantee the availability of Internet connectivity or related telecommunication and hosting services and will not be liable or responsible if the Bidder and its representative(s) or designee(s) cannot connect to the MRSC Rosters Bonfire Procurement Portal.
- F. The Bidder must comply with the MRSC Rosters Bonfire Portal's Terms of Service (<https://gobonfire.com/termservice/>) when submitting the Bid through the MRSC Rosters Bonfire Procurement Portal.

6.2 BID CLOCK:

- A. After the 1 P.M. bid deadline, which serves as the official bid clock to determine timely submission, Agency staff will review the bids. The MRSC Rosters Bonfire Procurement Portal does not permit submissions after the deadline, so bidders must ensure their bids are submitted on time. Late submissions will not be accepted under any circumstances.
- B. CAUTION: To avoid issues, submit your bid response electronically well in advance of the deadline to account for potential technological delays, slow-downs, or malfunctions. Bids received after the deadline, regardless of the reason or responsibility, will be rejected.

6.3 MODIFICATION OF BID

- A. Bidders may update their bid electronically via the MRSC Rosters Bonfire Procurement Portal before the bid due date.

Modifying: Modifying refers to altering information already contained in a submitted bid. If your submission has been finalized but needs modifications, you may update it electronically before the bid due date by navigating to the Submissions page and un-submitting your submission.

NOTE: Un-submitting removes your original bid, so ensure you resubmit before the deadline. Only upload updated files; unchanged files remain in place. A new confirmation email will be sent upon resubmission.

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6.4 WITHDRAWAL OF BID

- A. Withdrawal refers to a bid that has already been submitted to the Agency. A bid response may be withdrawn electronically by the Bidder's authorized representative before the Bid Deadline (due date) for the bid. The FAILURE TO WITHDRAW a bid prior to the bid due date deadline exposes the Bidder to the possibility that the Agency will make a demand against the Bidders bid bond.
- B. Procedure for Withdrawing a Bid After Bid Deadline Due to Error: If a Bidder discovers an error in its bid following the bid deadline, the Bidder must submit written notification of the withdrawal to contracts@parks.wa.gov within 24 hours following the bid deadline. Follow the example subject line. Example email subject line: SW-C9999 Withdraw Bid ACME Construction Inc.
- The Bidder must provide written documentation of the claimed error to the satisfaction of the Agency within 72 hours following the bid deadline.
 - The Agency will approve or disapprove the request for withdrawal of the bid in writing. If the Bidder's request for withdrawal of its bid is approved, the Bidder will be released from further obligation to the Agency without penalty. If it is disapproved, the Agency may retain the Bidder's bid bond.

6.5 REJECTION OF BID

- A. The Agency reserves the right to reject any or all bids and to waive informalities in connection with the bids.

7.1 BID EVALUATION AND AWARD OF CONTRACT

- A. Award of contract will be made by the Agency based upon any combination of the base bid and alternates that, in the Agency's sole discretion, is in the Agency's best interest considering price, schedule, and other factors. The numbering of the alternates in the bid proposal bears no relationship to the order in which the alternates may be selected by the Agency. Additionally, the Agency reserves the right to negotiate base bid prices (including changes to the contract plans and specifications) with the low responsive, responsible Bidder to bring the final contract amount within the funds available per RCW 39.04.015.
- B. BID TABULATION, BID RECORD AND ANNOUNCEMENT OF APPARENT LOW BID:

The Agency does not guarantee when the Bid results will be released to the public. The bid results are usually released within three business days of the bid deadline and often the same day. Bid results can be obtained from MRSC Rosters Bonfire Procurement Portal (<https://mrscrosters.bonfirehub.com/portal>) and viewing public notices. Bid Results may also be obtained by accessing the Washington State Parks webpage at www.parks.wa.gov/contracts (see "Construction Projects- Public works bid results"). The Bid results may also be released through the Plan Centers. But, Bidders are cautioned that the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal is the official release point for the Bid Tabulation or Bid Record for this solicitation.

The bid tabulation will identify all bids received by the Agency. Bids that were not rejected and not withdrawn prior to the bid deadline will be ranked by base bid price. The first three lowest base bids will reflect detailed pricing information. The remaining Bidders will reflect only the base bid pricing. Bids that were rejected for any reason will reflect **Non-Responsive** in the bid tabulation but may include its total pricing.

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The bid record will list all bids received, ordered alphabetically. Rejected bids will not show detailed pricing. The bid record is used for projects with Alternates. The Agency may consider Alternate Bid Items in any combination. The low Bidder for award purposes is the responsive Bidder offering the lowest aggregate amount for the base bid plus selected alternates, within available project funds.

Release of the Bid Tabulation or Announcement of the Apparent Low bid information that a Firm was identified as the apparent low base bid simply means that at this point in time the Agency believes the subject bid was the lowest cost responsive bid, but designation as the apparent low responsive bid is not a guarantee of a contract with the Agency. The Agency reserves the right to reevaluate the bid and determine whether the bid was responsive and responsible and successful as first thought. The Bidder identified as the apparent low responsive bid is cautioned not to commit funds, resources, and effort prior to receiving an actual executed contract. The Bidder identified as the apparent low responsive bid that commits funds, resources, and effort prior to a contract do so at its own risk and peril.

Within two (2) business days following the day of the release of the Bid Tabulation/Bid Record or the Announcement of the Apparent Low bid, the Bidder may file a Protest (Protest procedures are outlined in Section 9.1).

- C. **REJECTION LETTER & PROTEST:** No matter the phase of the evaluation, if the Agency determines that the bid is not responsive or the Bidder is not responsible, the Agency will reject the bid/bidder, and send the bidder a Rejection Letter explaining why the bid/bidder was rejected. Within two (2) business days following the day of the release of the Rejection Letter, the Bidder may file a Protest, provided it meets one of the three (3) protest grounds (Protest procedures are outlined in Section 9.1 E.). The Rejection Letter will be sent by email/email attachment to the email address provided by the Bidder in the Bidder's bid response.
- D. **RECORDS REQUEST:** All submitted bids are subject to public records request once the lowest bidder has been determined and officially announced.

After the announcement of the lowest bidder, any member of the public may request access to the bid documents. No official format is required for making a records request; however, the Agency recommends that requests be made through the Public Records Request Center on our website: <https://parks.wa.gov/about/contact-us/public-records-requests>.

- E. The intent of the Agency is to award a contract to the low responsive, responsible bidder.

8.1 RESPONSIVE AND RESPONSIBLE BIDDER

- A. The Agency will evaluate bids responsiveness and responsibility in the MRSC Rosters Bonfire Procurement Portal <https://mrscrosters.bonfirehub.com/portal>.
- B. **RESPONSIVE** - A bid will be considered responsive if its electronic response meets the following requirements:
 - 1. It is received at the proper submittal time, date and location online through the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal.
 - 2. It meets the required requested information of the Bid Proposal Form through the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal.
 - 3. It meets the requirements as stated in section 3.1. of the Instructions To Bidders.

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4. It is submitted by a licensed/registered contractor within the state of Washington at the time of bid deadline and is not banned from bidding by the Department of Labor and Industries.
5. It is accompanied by a bid guarantee, if required.

If inconsistencies or errors are noted in the bid proposal prices, the **unit and lump sum prices have precedence over their total amounts**; and the **total amounts have precedence over the total base bid**.

The apparent low Bidder, for purpose of award, is the responsive and responsible Bidder offering the low aggregate amount for the base bid plus selected additive or deductive bid alternates and meeting all other bid submittal requirements.

C. RESPONSIBLE – Before award of a public works contract, a Bidder must meet the following **mandatory responsibility criteria** under [RCW 39.04.350](#) (1) & (2) to be considered a responsible Bidder and qualified to be awarded a public works project. The individual who has signed/submitted the Bid through the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal shall be the authorized designee responsible for bid submissions. The Bidder must:

1. At the time of bid submittal, have a certificate of registration in compliance with [RCW 18.27](#), a plumbing contractor license in compliance with [RCW 18.106](#), an elevator contractor license in compliance with [RCW 70.87](#), or an electrical contractor license in compliance with [RCW 19.28](#) as required under the provisions of those chapters;
2. Have a current state Unified Business Identifier (UBI) number;
3. If applicable, have industrial insurance coverage for the Bidder's employees working in Washington as required in [RCW 51](#); an employment security department number as required in [RCW 50](#); and a state excise tax registration number as required in [RCW 82](#);
4. Not be disqualified from bidding on any public works contract under [RCW 39.06.010](#) or [39.12.065\(3\)](#);
5. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington State Apprenticeship and Training Council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under Chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation; and
6. Public Works and Prevailing Wage Training/Exemption. Bidders shall have received training on the requirements related to public works and prevailing wage under this chapter and chapter [39.12 RCW](#). The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its website. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption.

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<https://lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/contractor-training>

7. Within the three-year period immediately preceding the bid solicitation, not have been determined by a final a binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, or 49.52 RCW. By signing the Bid Proposal Form, the bidder verifies under penalty of perjury, pursuant to RCW 9A.72.085. that the bidder is in compliance with this subsection
8. **Supplemental Responsibility Criteria:** In addition to the mandatory Bidder responsibility, the Agency may adopt relevant supplemental criteria for determining Bidder responsibility applicable to a particular project which the Bidder must meet (RCW 39.04.350 (3)).
 - a. If applicable, the Agency shall consider an overall accounting of the attached supplemental criteria for determining Bidder responsibility "DIVISION 00 SUPPLEMENTAL RESPONSIBILITY CRITERIA".
 - b. At least seven (7) days prior to the bid submittal deadline, a potential Bidder may request that the Agency modify the supplemental responsibility criteria. The Agency will evaluate the information submitted by the potential Bidder and respond before the bid submittal deadline. If the evaluation results in a change of the criteria, the Agency will issue an ADDENDA to the bidding documents identifying the new criteria. The Addendum will be posted as a public notice in the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal.
 - c. Upon the Agency's request, the apparent low Bidder must supply the requested responsibility information within two (2) business days of request by the Agency. Withholding information or failure to submit all the information requested within the time provided may render the bid non-responsive and the bid/Bidder may be rejected by Rejection Letter. The rejection is specific to this project and will have no effect on other or future projects.
 - d. The Agency will not execute a contract with any other Bidder until two (2) business days after the Bidder determined to be not responsible has received the rejection letter.

9.1 PROTEST PROCEDURES

A. GENERAL:

This protest process is a courtesy provided by the Agency and it is not governed by Washington's Administrative Procedures Act (APA), RCW 34.05, nor does it confer any additional rights above and beyond what the Bidder already enjoys as a taxpayer. The purpose of this process is to allow the Agency to correct evaluation process errors and problems before a contract is executed.

Only a Bidder may file a protest regarding this solicitation.

The Bidder must strictly adhere to the protest process as set forth herein, the failure of which may result in a summary determination that the protest is without merit without an opportunity to cure.

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B. FORM AND CONTENT:

All protests must:

- Be in writing.
- The protest must state and clearly articulate the grounds for the protest with specific facts and complete statements of the action(s) being protested.
- A description of the relief or corrective action being requested should also be included.
- All protests shall be addressed to the Procurement Coordinator.

C. CONTENT LIMITATIONS:

The Agency does not currently mandate any page limitation. However, the protest must be clearly articulated, succinct, organized, logical, and professional.

The Agency will reject protests that:

- fail to state and clearly articulate at least one of the three GROUNDS;
- contain rants, attacks, and/or disparaging or abusive remarks;
- include multiple attachments or references (document dumping, document overload); or,
- appear to require the reader piece together voluminous amounts of material to decipher the argument being made.

D. SUBMISSION OF PROTEST:

- All protests must be submitted within two (2) business days following the day of the release of the Bid Tabulation/Announcement of the Apparent Low bid or after the formal Rejection Letter is sent. For purposes of timing the day of the release of the Bid Tabulation or the day of the Rejection Letter is sent to the Bidder shall not count.
- Bidders must send all protests to: contracts@parks.wa.gov. See also Subject Line.
- SUBJECT LINE: Must include the bid's identification number, and "PROTEST" in the subject line. Failure by the Bidder to include this information in the subject line may result in Bidder's protest not being timely recognized.

E. GROUNDS WHICH MAY BE PROTESTED:

- Conflict of Interest on the part of Agency staff.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document.

Protests will be rejected as without merit if they do not clearly and convincingly meet one of the GROUNDS above and/or seems to address issues such as:

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- An evaluator's professional judgment on the quality of a response, or
- The Agency's assessment of its own and/or other agencies' needs or requirements, or,
- Issues, concerns, objections, or requests for changes that were or could have been addressed prior to the bids due date deadline.

Protests that do not clearly and convincingly meet the requirements and standards described herein are without merit and may be rejected.

F. MANAGER ASSIGNMENT AND REVIEW:

Upon receipt of a protest that meets the requirements described herein, a protest review will be held by the Agency. The Agency will assign a Manager. The Manager is responsible for reviewing and investigating the Bidder's written protest and may meet with agency staff or the agency program that was involved in the solicitation. The Manager may consider the record and all reasonably available facts and will issue a protest determination in writing within fifteen (15) business days from receipt of the protest. If additional time is needed, the Manager will notify the protesting party of the need for additional time within 15 business days from receipt of the protest.

In the event a protest may affect the interest of another Bidder that submitted a response, the Agency may reach out to that Bidder, may provide an unedited copy of the protest to that Bidder, and may invite that Bidder to submit its views and any relevant information on the protest to the Manager.

G. PROTEST DETERMINATION AND FINDINGS AND DISSEMINATION:

The Manager's protest determination may:

- Find the protest lacking in merit and reject the protest;
- Find only technical or harmless errors in the Agency's acquisition process and determine the Agency to be in substantial compliance and reject the protest; OR
- Find merit in the protest and provide THE AGENCY options which may include:
 - Correcting the errors and re-evaluating all responses;
 - Canceling the solicitation and possibly for a new solicitation to take place; OR
 - Making other findings and determining other courses of action as appropriate.

If the Agency rejects the protest, the Agency will enter into a contract with the Apparent Successful Bidder no sooner than two (2) business days after issuance of the protest determination by email to the protesting party at the email address indicated on the party's bid documents. For the purposes of timing, the date the protest determination is sent to the protesting party shall not count.

Dissemination: The Agency will disseminate the decision to all interested Bidders via email/email attachment to the email address provided by the Bidder in the Bidder's bid response.

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H. AGENCY DECISION IS FINAL:

The Manager's protest determination constitutes the agency's final decision regarding the protest. If the protesting party disagrees with the protest determination, the Bidder may seek judicial relief in the Washington Superior Court for Thurston County within two (2) business days of the issuance of the protest determination.

I. STRICT COMPLIANCE

Strict compliance with these protest procedures is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award of the Contract. No person or party may pursue any judicial or administrative proceedings challenging the solicitation or award of this Contract, without first exhausting the administrative procedures specified herein.

J. REPRESENTATION

An aggrieved party may participate personally or, if a corporation or other artificial person, by a duly authorized representative. Whether or not participating in person, an aggrieved party may be represented, at the party's own expense, by counsel.

K. COMPUTATION OF TIME

In computing any period of time prescribed by this procedure, the day of the act or event from which the designated period of time begins to run is not included. The last day of the period is included. The term "business day" does not include Sunday, Saturday, or Washington State recognized holiday.

L. ACKNOWLEDGEMENT

By submitting a bid in response to this solicitation, the Bidder acknowledges that it has reviewed and acquainted itself with the bid protest procedures herein and agrees to be bound by such procedures as a condition of submitting a bid.

10.1 EXECUTION OF CONTRACT

- A. The successful bidder will be required to execute the contract and furnish performance bond and insurance certificate satisfactory to the Agency within 15 days after receiving properly prepared contract documents from the Agency.

11.1 RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS

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

A nonresident contractor from a state that provides a percentage bid preference means a contractor that:

- a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts.

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- b) at the time of bidding on a public works project, does not have a physical office located in Washington.

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

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

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

- B. A Comparable Percentage Disadvantage (CPD) will be applied to the bid of that nonresident contractor. The CPD is the in-state contractor percent advantage provided by the contractor's home state. For the purpose of determining the successful bidder, multiply the Nonresident Contractor bid amount by the CPD. The "bid amount" is be the total of the base bid and all accepted alternate bid items. The CPD is added to the Nonresident Contractor bid amount which equates to the Nonresident Disadvantage Total. The Nonresident Disadvantage Total is compared to the Washington contractor bid amounts. The bidder with the lowest total is the successful bidder. See example below.

Alaska Nonresident Contractor Bid Amount	\$100,000
Multiplied by the Alaska CPD	x 0.05
Alaska CPD Total	\$ 5,000
Alaska Nonresident Contractor Bid Amount	\$100,000
Alaska CPD Total	\$ 5,000
Nonresident Disadvantage Total	\$105,000*

* Note – If the Nonresident Disadvantage Total is lower than all other Washington contractor bid amounts, the Alaska Nonresident Contractor is the successful bidder and will be awarded a contract for the bid amount of \$100,000.

If the Nonresident Disadvantage Total is higher than a Washington contractor bid amount, the successful Washington bidder will be awarded a contract for the bid amount.

12.1 MINORITY AND WOMEN'S BUSINESS ENTERPRISE (MWBE) UTILIZATION

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Bidder. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids, no minimum level of MWBE participation is required as a condition for receiving an award, and bids will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

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A. VOLUNTARY MWBE GOALS

1. The following voluntary numerical MWBE participation goals have been established for this solicitation:

MBE 10% WBE 6%

2. These goals are voluntary, but achievement of the goals is encouraged. Bidders may contact OMWBE at <http://omwbe.wa.gov/> to obtain information on certified firms.

B. REPORTING REQUIREMENTS

1. If any part of the contract, (including the supply of materials and equipment) is subcontracted using certified MWBE firms during completion of the work, then prior to final acceptance or completion of the contract or as otherwise indicated in the contract documents the Bidder shall submit a statement of participation indicating that MWBEs were used and the dollar value of their subcontracts.
2. The provisions of this section are not intended to replace or otherwise change the requirements of RCW 39.30.060. If said statute is applicable to this contract then the failure to comply with RCW 39.30.060 will still render a bid non-responsive.

C. RECORD KEEPING

1. The Bidder shall maintain, for at least three years after completion of this contract, relevant records and information necessary to document the level of utilization of MWBEs and other businesses as subcontractors and suppliers in this contract as well as any efforts the Bidder makes to increase the participation of MWBEs. The Bidder shall also maintain, for at least three years after completion of this contract, a record of all quotes, bids, estimates, or proposals submitted to the Bidder by all businesses seeking to participate as subcontractors or suppliers in this contract. The State shall have the right to inspect and copy such records. If this contract involves federal funds, Bidder shall comply with all record keeping requirements set forth in any federal rules, regulations, or statutes included or referenced in the contract documents

D. SUGGESTED EFFORTS TO INCREASE PARTICIPATION BY MWBEs

1. Bidders are encouraged to advertise opportunities for subcontractors or suppliers in a manner reasonably designed to provide MWBEs capable of performing the work with timely notice of such opportunities, and all advertisements shall include a provision encouraging participation by MWBE firms. Advertising may be done through general advertisement (e.g., newspapers, journals, etc.) or by soliciting bids directly from MWBEs.
2. Additional Voluntary Efforts. Bidders are encouraged to:
 - (a) Break down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by MWBEs and other small businesses.
 - (b) Provide interested MWBEs with adequate and timely information about plans, specifications, and requirements of the Contract.

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- (c) Establish delivery schedules, where the requirements of this contract permit, that encourage participation by MWBEs and other small businesses.
 - (d) Reduce bonding requirements where practicable.
 - (e) Utilize the services of available minority community organizations, minority contractor groups, local minority assistance offices, and organizations that provide assistance in the recruitment and placement of MWBEs and other small businesses.
3. The actions described in this section should supplement efforts to provide information to all qualified firms, and nothing in this section is intended to prevent or discourage the Bidders from inviting proposals for participation from non-MWBE firms as well as MWBE firms.

E. NON-DISCRIMINATION

1. Bidders shall not create barriers to open and fair opportunities for all businesses including MWBEs to participate in all State contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Bidder shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, or the presence of any mental or physical disability in an otherwise qualified disabled person.

F. SANCTIONS

1. Any violation of the mandatory requirements of this part of the contract shall be a material breach of contract for which the Bidder may be subject to a requirement of specific performance, or damages and sanctions provided by contract, by RCW 39.19.090, or by other applicable laws.

12.2 VETERAN-OWNED BUSINESS AND SMALL, MINI, AND MICRO BUSINESS UTILIZATION

The State of Washington encourages participation in all of its contracts by Veteran-owned businesses (defined in RCW 43.60A.010) and located at:

<http://www.dva.wa.gov/program/certified-veteran-and-servicemember-owned-businesses> and Small, Mini and Micro businesses (defined in RCW 39.26.010) which have registered in WEBS at <https://pr-webs-vendor.des.wa.gov/>.

1. The following voluntary numerical WDVA and Small Business participation goals have been established for this solicitation:

WDVA 5% Small Business 5%

2. These goals are voluntary, but achievement of the goals is encouraged. Bidders may search Washington Small Businesses registered in WEBS at:

<https://pr-webs-vendor.des.wa.gov/> and WA Veteran-owned Businesses at <https://www.dva.wa.gov/veterans-their-families/veteran-ownedbusinesses/vob-search> to obtain information on registered firms.

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12.3 SUBCONTRACTOR PARTICIPATION MONITORING AND REPORTING

- A. Once a contract is awarded through the solicitation or proposal process, the awarded Prime Contractor is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. Prime Contractors that have previously registered with B2Gnow for any public entity, must verify the system has updated information. Contractors can access the system at:
- <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.
- B. Each month during the contract, the Prime Contractor will report payments to ALL Subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the Subcontractor, payment dates, and any additional information required to verify payment to Subcontractors. The Prime Contractor will enter this payment information into the Access Equity system, and the Subcontractors will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both Prime Contractors and Subcontractors.

END OF INSTRUCTIONS TO BIDDERS

/ / / / /

Park Name: Palouse to Cascades State Park Trail

Project Name: Ralston Trailhead Paving

Project Number: EW-23300B

<https://mrscrosters.bonfirehub.com/portal>

The Bidder will submit the Bid to State Parks Public Opportunities

MRSC Bonfire Procurement Portal



Bidder Compliance Form |

Contractor Information

Person Signing Bid	_____	Firm Name	_____
Title Person Signing	_____	Physical Address	_____
Contractor Registration #	_____	City, State, ZIP	_____
Taxpayer Identification #	_____	Phone #	_____
Washington UBI #	_____	Cellular Phone #	_____
WA ESD #	_____	Email Address	_____

The Bidder Compliance Form verifies compliance with State of Washington Public Works Bid Laws and associated Project Documents. It highlights key project components and ensures acknowledgment. Failure to acknowledge this form within the Bid Form, as directed, will render the bid non-responsive. Acknowledging the form does not alter the bidder's obligation to comply with all contract documents if awarded the project.

Bidder's Declaration

The Bidder declares that they have carefully examined the site of the proposed work, the Drawings, Specifications and all of the conditions affecting the work. Therefore, the Bidder proposes to provide all labor, equipment, materials, and permits and to perform all work as required by, and in strict accordance with the Contract Documents as shown on the bid proposal form.

Bid Acceptance and Agency Discretion

The Agency reserves the right to accept or reject all bids and to waive informalities. The Bidder will allow 60 days from bid opening date for acceptance of its bid by the Agency.

Registration and Required Licenses

The Bidder is a registered contractor in compliance with Chapter 18.27 RCW. If applicable, as the prime contractor, the Bidder self-performing plumbing work holds the required licensure under Chapter 18.106 RCW. Similarly, if self-performing elevator work, the Bidder holds the necessary license in accordance with Chapter 70.87 RCW. Additionally, if the Bidder is self-performing electrical work, they are properly licensed under Chapter 19.28 RCW.

Time for Completion

Bidder agrees to complete project (including accepted alternates) in accordance with drawings and specifications **by November 15th, 2025**.

Liquidated Damages

It is agreed that liquidated damages, in the amount of **\$500.00**, shall be levied for each and every calendar day by which the completion of the work is delayed beyond the time fixed for completion or extension of the contract.

Park Name: Palouse to Cascades State Park Trail

Project Name: Ralston Trailhead Paving

Project Number: EW-23300B

<https://mrscrosters.bonfirehub.com/portal>

The Bidder will submit the Bid to State Parks Public Opportunities

MRSC Bonfire Procurement Portal



Bid Form

Unit prices and estimated quantities shall be used to determine the Base Bid

These prices shall also be used to adjust the Contract in the event there is an increase or decrease in the estimated quantities. All costs shall be "in place" costs and complete, **excluding State Sales Tax**. In the event of an irregularity, the unit price prevails. The Agency reserves the right to make mathematical corrections of multiplication or addition errors on the bid form.

Trench Excavation Safety Provisions

If the contract contains any work which requires trenching exceeding a depth of four (4) feet, all costs for adequate trench safety systems shall be identified as a separate bid item in compliance with Chapter 39.04 RCW. The purpose of this provision is to ensure that the bidder agrees to comply with all relevant trench safety requirements of Chapter 49.17 RCW. This bid amount shall be considered part of the total base bid. **Include a lump sum dollar amount (even if the value is \$0.00) to be considered responsive to the bid solicitation.**

Wage Certification

The bidder certifies under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct: within the three-year period immediately preceding the bid solicitation date, the bidder has not been a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

Base Bid Items (Be sure to include unit prices)

Item No.	Description	Est Qty	Unit Type	Unit Price	Total Amount
1	Trench Excavation Safety Provisions	1	LS.		\$0.00
2	2 inch Asphalt Approach Paving	1440	SQ. FT.		\$0.00
Total Base Bid					\$0.00

Receipt of Addenda

List all addenda received, separated by commas (e.g., "1, 2, 3, 4"). Do not list only the final number (e.g., "4"). If no addenda, type "N/A." Failure to follow this may render your bid non-responsive.

Bid Acknowledgment and Compliance Certification

By signing and returning this form, you acknowledge compliance with the bid requirements. Failure to sign and submit this form will result in the bid being considered non-responsive.

/s/ Signature of Authorized Official

Typing your name can count as a signature.

Date

Park Name: Palouse to Cascades State Park Trail

Project Name: Ralston Trailhead Paving

Project Number: EW-23300B

<https://mrscrosters.bonfirehub.com/portal>

The Bidder will submit the Bid to State Parks Public Opportunities - MRSC Bonfire Procurement Portal



MWBE, WA Small Business, Veteran-Owned Business Utilization Certification

The bidder certifies good faith efforts to provide opportunities to MWBEs, Small Businesses, and Veteran-Owned Businesses. If awarded, the bidder commits to utilizing these firms or approved substitutes on the project. If no such firms will be used, enter "N.A." on the first line.

	Firm Name, Address	Federal I.D. #	Type of Work	Certificate Number	MBE%	WBE%	Small Business%	Veteran Business%
1								
2								
3								
4								
Totals					0.00%	0.00%	0.00%	0.00%

The bidder may add rows for additional MWBE/WA Small and Veteran-Owned Business Utilization Certifications.

Park Name: Palouse to Cascades State Park Trail

Project Name: Ralston Trailhead Paving

Project Number: EW-23300B

<https://mrscrosters.bonfirehub.com/portal>

The Bidder will submit the Bid to State Parks Public Opportunities

MRSC Bonfire Procurement Portal



Subcontractor Utilization List

Subcontractor Utilization List (If Applicable)

In compliance with the contract documents, the following subcontractor list is submitted:

SUBCONTRACTOR LISTING - RCW 39.30.060

If the base bid and the sum of the additive alternates is **ONE MILLION DOLLARS OR MORE**, the Bidder shall provide names of the subcontractors with whom the Bidder will directly subcontract for performance of the following work. If the Bidder intends to perform the work, the Bidder must enter its name for that category of work.

- A. Submission Deadline: **The completed and signed Subcontractors List must be submitted with bid.**
- B. List Subcontractors: The Bidder shall indicate on the Subcontractors List the names of the subcontractors with whom the Bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation, and air conditioning, plumbing as described in Chapter 18.106 RCW, electrical as described in Chapter 19.28 RCW, structural steel installation, and rebar installation.
- C. List Bidder if Bidder Performing Work: If the Bidder will self-perform the work in any of the five areas required, the Bidder shall name itself for the work on the Subcontractors List.
- D. Name Only One Firm for Each Category of Work: The Bidder shall not list more than one firm (subcontractor or Bidder) for each category of work identified, unless subcontractors vary with bid Alternatives or Additives, in which case the Bidder must indicate which firm will be used for which Alternate or Additive.
- E. Substitution of Subcontractors: Substitution of any listed subcontractor may only be according to the procedure and parameters set forth in RCW 39.30.060.
- F. Factors Relating to Non-Responsiveness: **Failure of the Bidder to submit the names and license numbers of such subcontractors or to name itself to perform such work or the naming of two or more firms (subcontractors or Bidder) to perform the same work, or failure to sign the form shall render the Bidder's bid non-responsive and, therefore, VOID.**
- G. The Subcontractor Utilization List is intended to discourage bid shopping, not to verify subcontractor qualifications. The Agency does not use the Subcontractor Utilization List as a tool to disqualify or qualify bidders.
- H. Applicable to Direct Subcontractors: The requirement of this section to name the Bidders' proposed heating, ventilation and air conditioning, plumbing, electrical, structural steel installation, and rebar installation subcontractors applies only to proposed heating, ventilation and air conditioning, plumbing, electrical, structural steel installation, and rebar installation subcontractors who will contract directly with the Bidder.
 - 1 **HVAC. Electrical, Plumbing:** The requirement of this section to name the bidder's proposed heating, ventilation and air conditioning, plumbing and electrical subcontractors applies only to proposed heating, ventilation, and air conditioning, plumbing and electrical subcontractors who will contract directly with the

Category of Work	Bidder MUST check one box for each Category of Work. If subcontracting the work, bidder must name the subcontractor
HVAC (Heating, Ventilation & Air Conditioning)	☐ Name of Subcontractor: _____ Sub License Number: _____ ☐ Bidder will self-perform this work, or the project does not include this work.
Electrical	☐ Name of Subcontractor: _____ Sub License Number: _____ ☐ Bidder will self-perform this work, or the project does not include this work.
Plumbing	☐ Name of Subcontractor: _____ Sub License Number: _____ ☐ Bidder will self-perform this work, or the project does not include this work.

Bidder may attach a separate sheet for additional alternate bid subcontractors

- 2 Structural Steel Installation and Rebar Installation: The requirement of this section to name the bidder's proposed names of the subcontractors with whom the bidder, if awarded, will subcontract for performance of the work of structural steel installation and rebar installation.

Category of Work	Bidder MUST check one box for each Category of Work. If subcontracting the work, bidder must name the subcontractor
Structural Steel Installation	☐ Name of Subcontractor: _____ Sub License Number: _____ ☐ Bidder will self-perform this work, or the project does not include this work.
Rebar Installation	☐ Name of Subcontractor: _____ Sub License Number: _____ ☐ Bidder will self-perform this work, or the project does not include this work.

Bidder may attach a separate sheet for additional alternate bid subcontractors

/s/ Signature of Authorized Official

Typing your name can count as a signature.

Park Name: Palouse to Cascades State Park Trail

Project Name: Ralston Trailhead Paving

Contract Number: EW-23300B

<https://mrscrosters.bonfirehub.com/portal>

The Bidder will submit the Bid Bond (if Applicable) to State Parks Public Opportunities

MRSC Bonfire Procurement Portal



Bid Bond Requirements

Bid Guarantee: See Instructions to Bidders 11.1 Bid Bond. No particular bid bond form is required. Failure of the Bidder to provide bid guarantee when required shall render the bid non-responsive.

Bid Bond Threshold

- 1 A bid bond is not required if the total bid amount, including all additive alternates, is \$35,000 or less.
- 2 For bids exceeding \$35,000, a bid bond of 5% of the total bid amount is mandatory.

Acceptable Forms

- 1 Acceptable forms of bid guarantee: A bid bond, and must be submitted as part of the bid response.
- 2 Scanned copies of the bid bond (e.g., PDF) are acceptable and should be included with the electronic bid submission

Submission Process

- 1 Include the bid bond in a single PDF file.
- 2 At the time of bid, the bidder must upload an electronic copy of the acceptable bid guarantee to the State Parks Opportunities via MRSC Portal Bonfire <https://mrscrosters.bonfirehub.com/portal>

Retention and Forfeiture

- 1 Bid bonds for the three lowest bidders will be retained for 30 days or until a contract is executed with the successful bidder.
- 2 All other bid bonds will be released within 15 days of the bid opening.
- 3 If the successful bidder fails to execute the contract or provide a performance bond within 15 days of receiving the contract forms, the bid bond may be forfeited as liquidated damages.

Bid Validity Period

- 1 Bidders must allow for a 60-day acceptance period from the bid opening date.

Important Reminder

- 1 Review all bid documents thoroughly to ensure compliance with submission requirements, including proper completion and inclusion of the bid bond when applicable.

For further details or clarification, refer to Section 11.1 of the "Instructions to Bidders" in the project manual. If you have questions, contact contracts@parks.wa.gov

Check the box to the left if the total bid, including all additive alternates, is \$35,000 or less, and include this statement with your bid response. No bid bond is required for bids at or below this amount. For bids exceeding \$35,000, a bid bond must be submitted instead. Failure to provide a required bid bond will render the bid non-responsive.

☐

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

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GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

PART 1 - GENERAL PROVISIONS

1.01 DEFINITIONS

- A. "Application for Payment" means a written request submitted by Contractor to A/E for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.
- B. "Architect," "Engineer," or "A/E" shall mean that person designated by the State Parks and Recreation Commission to be in charge of the work covered by this contract.
- C. "Change Order" means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- D. "Claim" means Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in part 8.
- E. "Contract Award Amount" is the sum of the Base Bid and any accepted Alternates.
- F. "Contract Documents" means the Advertisement for Bids, Instructions for Bidders, completed Form of Proposal, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Public Works Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.
- G. "Contract Sum" is the total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Documents, including all taxes imposed by law and properly chargeable to the Work, except Washington State sales tax.
- H. "Contract Time" is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- I. "Contractor" means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- J. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- K. "Final Acceptance" means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents, as more fully set forth in Section 6.09 B.
- L. "Final Completion" means that the Work is fully and finally completed in accordance with the Contract Documents, as more fully set forth in Section 6.09 A.
- M. "Force Majeure" means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05 A.
- N. "Notice" means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.
- O. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run.
- P. "Owner" shall mean the Washington State Parks and Recreation Commission and its authorized representative with the authority to enter into, administer and/or terminate contracts and make related determinations and findings.
- Q. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

- R. "Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.08 A.
- S. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in section 3.02.
- T. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- U. "Project Manual" means the volume usually assembled for the Work which may include the bidding requirements, sample forms, and other Contract Documents.
- V. "Project Record" means the separate set of Drawings and Specifications as further set forth in paragraph 4.02A.
- W. "Schedule of Values" means a written breakdown allocating the total Contract Sum to each principle category of Work, in such detail as requested by Owner.
- X. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, and performance of related services.
- Y. "Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
- Z. "Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.
- AA. "Substantial Completion" means that stage in the progress of the Work where Owner has full and unrestricted use and benefit of the facilities for the purposes intended, as more fully set forth in section 6.07.
- AB. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.02 ORDER OF PRECEDENCE

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

1. Signed Public Works Contract, including any Change Orders, and any Special Forms.
2. Supplemental Conditions.
3. General Conditions.
4. Addenda
5. Specifications--provisions in Division 1 shall take precedence over provisions of any other Division.
6. Drawings--in case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings.
7. Signed and Completed Form of Proposal.
8. Instructions to Bidders.
9. Advertisement for Bids.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

1.03 EXECUTION AND INTENT

Contractor makes the following representations to Owner:

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

PART 2 - INSURANCE AND BONDS

2.01 CONTRACTOR'S LIABILITY INSURANCE

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

- A. Contractor shall maintain the following insurance coverage during the Work and for one year after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by section 5.16.
 1. Commercial General Liability (CGL) on an Occurrence Form:
 - a. Completed operations/products liability;
 - b. Explosion, collapse, and underground; and
 - c. Employer's liability coverage.
 2. Automobile liability
- B. Contractor shall comply with the Washington State Industrial Insurance Act and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.
- C. All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.
- D. All insurance coverages shall be endorsed to include Owner as an additional named insured for Work performed in accordance with the Contract Documents, and all insurance certificates shall evidence the Owner as an additional insured.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

2.02 COVERAGE LIMITS INSURANCE COVERAGE CERTIFICATES

A. Insurance Coverage Certificates

The Contractor shall furnish acceptable proof of insurance coverage on the State of Washington Certificate of Insurance form SF500A dated 07/02/92 or an acceptable ACORD form.

B. Required Coverages

1. For a contract less than \$100,000.00, the coverage required is:

- a. Public Liability Insurance – The Contractor shall at all times during the term of this contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death or property damage occurring or arising out of services provided under this contract. This insurance shall cover claims caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased as deemed necessary by the contracting parties, shall be:

Each Occurrence	\$1,000,000.00
General Aggregate Limits (other than products – commercial operations)	\$1,000,000.00
Products – Commercial Operations Limit	\$1,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expense Limit (any one person)	\$5,000.00

- b. If the contract is for underground utility work, then the Contractor shall provide proof of insurance for that above in the form of Explosion, Collapse and Underground (XCU) coverage.

- c. Employers Liability on an occurrence basis in an amount not less than \$1,000,000.00 per occurrence.

2. For contracts over \$100,000.00 but less than \$5,000,000.00 the contractor shall obtain the coverage limits as listed for contracts below \$100,000.00 and General Aggregate and Products – Commercial Operations Limit of not less than \$2,000,000.00.

3. Coverage for Comprehensive General Bodily Injury Liability Insurance for a contract over \$5,000,000.00 is:

Each Occurrence	\$2,500,000.00
General Aggregate Limits (other than products – commercial operations)	\$5,000,000.00
Products – Commercial Operations limit	\$5,000,000.00
Personal and Advertising Injury Limit	\$2,500,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expense Limit (any one Person)	\$5,000.00

4. For all Contracts – Automobile Liability: in the event that services delivered pursuant to this contract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 “owned autos only” must be secured. If Contractor employee’s vehicles are used, the Contractor must also include under the Business Automobile Policy Code 9, coverage for non-owned autos. The minimum limits for automobile liability is: \$1,000,000.00 per occurrence, using a combined single limit for bodily injury and property damage.

5. For Contracts for Hazardous Substance Removal (Asbestos Abatement, PCB Abatement, etc.)

- a. In addition to providing insurance coverage for the project as outlined above, the Contractor shall provide Environmental Impairment Liability insurance for the hazardous substance removal as follows:

<u>EACH OCCURRENCE</u>	<u>AGGREGATE</u>
\$500,000.00	\$1,000,000.00

or \$1,000,000.00 each occurrence/aggregate bodily injury and property damage combined single limit.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

- 1) Insurance certificate must state that the insurer is covering hazardous substance removal.
- 2) Should this insurance be secured on a "claims made" basis, the coverage must be continuously maintained for one year following the project's "final completion" through official completion of the project, plus one year following.

For Contracts where hazardous substance removal is a subcomponent of contracted work, the general contractor shall provide to the Owner a certificate of insurance for coverage as defined in 5a. above. The State of Washington must be listed as an additional insured. This certificate of insurance must be provided to the Owner prior to commencing work.

2.03 INSURANCE COVERAGE CERTIFICATES

- A. Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance coverage.
- B. All insurance certificates shall name Owner's Project number and Project title.
- C. All insurance certificates shall specifically require 45 (forty-five) days prior notice to Owner of cancellation or any material change, except 30 (thirty) days for surplus line insurance.

2.04 PAYMENT AND PERFORMANCE BONDS

AIA Payment and Performance Bonds, form A312, or equivalent, is required by the Owner for the work of this contract. The forms shall be obtained from the Contractor's bonding company. The Payment Bond shall cover payment to laborers and mechanics, including payments to Employee Benefit Funds, and payments to subcontractors, material suppliers, and persons who shall supply such person or persons, or subcontractors with materials and supplies.

2.05 ALTERNATIVE SURETY

Contractor shall promptly furnish alternative security required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

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

2.06 BUILDER'S RISK

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

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

PART 3 - TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

- A. Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within 30 (thirty) calendar days thereafter, unless otherwise noted in Division 1 of the specifications.
- B. The Contractor shall notify the Engineer at least two (2) weekdays in advance if work is to be performed on a Saturday, Sunday, or legal holiday. No excavation work will be allowed on Saturdays, Sundays, or legal holidays unless specifically authorized by the Engineer.

3.02 CONSTRUCTION SCHEDULE

- A. Unless otherwise provided in Division 1, Contractor shall, within 14 (fourteen) calendar days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule. The Progress Schedule shall show the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.
- B. The Progress Schedule shall be in the form of a Critical Path Method (CPM) logic network or, with the approval of the Owner, a bar chart schedule may be submitted. The scheduling of construction is the responsibility of the Contractor and is included in the contract to assure adequate planning and execution of the work. The schedule will be used to evaluate progress of the work for payment based on the Schedule of Values. The schedule shall show the Contractor's planned order and interdependence of activities, and sequence of work. As a minimum the schedule shall include:
 - 1. Date of Notice to Proceed;
 - 2. Activities (resources, durations, individual responsible for activity, early starts, late starts, early finishes, late finishes, etc.);
 - 3. Utility Shutdowns;
 - 4. Interrelationships and dependence of activities;
 - 5. Planned vs. actual status for each activity;
 - 6. Substantial completion;
 - 7. Punch list;
 - 8. Final inspection;
 - 9. Final completion, and
 - 10. Float time

The Schedule Duration shall be based on the Contract Time of Completion listed on the Bid Proposal form. The Owner shall not be obligated to accept any Early Completion Schedule suggested by the Contractor. The Contract Time for Completion shall establish the Schedule Completion Date.

If the Contractor feels that the work can be completed in less than the Specified Contract Time, then the Surplus Time shall be considered Project Float. This Float time shall be shown on the Project Schedule. It shall be available to accommodate changes in the work and unforeseen conditions.

Neither the Contractor nor the Owner have exclusive right to this Float Time. It belongs to the project.

- C. Owner shall return comments on the preliminary Progress Schedule to Contractor within 14 (fourteen) days of receipt. Review by Owner of Contractor's schedule does not constitute an approval or acceptance of Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Owner may withhold a portion of progress payments until a Progress Schedule has been submitted which meets the requirements of this section.
- D. Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in section 3.05, Contractor shall take

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, or revise the Progress Schedule to reconcile with the actual progress of the Work.

- E. Contractor shall promptly notify Owner in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Progress Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.

3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

- A. Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 (ninety) days, or for such longer period as mutually agreed.
- B. Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 (ninety) days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:
 - 1. Cancel the written notice suspending the Work; or
 - 2. Terminate the Work covered by the notice as provided in the termination provisions as more fully set forth in Part 9.
- C. If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.
- D. Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in Part 7.

3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

- A. If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

3.05 DELAY

- A. Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:
 - 1. Acts of God or the public enemy;
 - 2. Acts or omissions of any government entity;
 - 3. Fire or other casualty for which Contractor is not responsible;
 - 4. Quarantine or epidemic;
 - 5. Strike or defensive lockout;
 - 6. Unusually severe weather, in excess of weather conditions which could not have been reasonably anticipated; and

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7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.
- B. Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- C. Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to sections 7.02 and 7.03.
- D. Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.
- E. To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to section 7.03, but shall not be entitled to an adjustment in Contract Sum.
- F. Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.
- G. The Owner has acquired ownership and/or easement of lands for the construction, as indicated on the drawings, without cost to the Contractor. The Contractor understands and agrees that, should it appear at any time that the Owner has not acquired title to all of the right-of-ways and lands necessary for the performance of the work under the provisions of this contract, and that if any delay in the performance of said work occasioned by the failure of the Owner, its officers, or employees to acquire a title of any of said lands or right-of-way, such failure shall extend the contract completion date the number of days equal to the period of such delay. The Contractor waives any and all claims for damages against the Owner which the Contractor may sustain by reason of this delay in the work.

3.06 NOTICE TO OWNER OF LABOR DISPUTES

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

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

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

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3. Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.

B. Actual Damages

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

PART 4 - SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

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

4.02 PROJECT RECORD

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

4.03 SUBMITTALS

- A. "Submittals" means documents and other information required to be submitted to A/E by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural

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elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment. Submittals include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose Submittals provided in accordance with the Contract Documents.

- B. Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Shop Drawings submitted to A/E without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for A/E review. A/E will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the A/E has approved or taken other appropriate action. Owner and A/E shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.
- C. Approval, or other appropriate action with regard to Submittals, by Owner or A/E shall not relieve Contractor of responsibility for any errors or omissions in such Submittals, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner or A/E shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- D. If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If A/E approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.
- E. Unless otherwise provided in Division I, Contractor shall submit to A/E for approval 5 (five) copies of all Submittals. Unless otherwise indicated, 3 (three) sets of all Submittals shall be retained by A/E and 2 (two) sets shall be returned to Contractor.

4.04 ORGANIZATION OF SPECIFICATIONS

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

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

- A. The Drawings, Specifications, and other documents prepared by A/E are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E, and A/E shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.
- B. The Drawings, Specifications, and other documents prepared by the A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any

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Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and A/E. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E appropriate to and for use in the execution of their Work.

- C. Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in section 5.03 and 5.23 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.
- D. The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PART 5 - PERFORMANCE

5.01 CONTRACTOR CONTROL AND SUPERVISION

- A. Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.
- B. Performance of the Work shall be directly supervised by a competent superintendent who is satisfactory to Owner and has authority to act for Contractor. The superintendent shall not be changed without the prior written consent of Owner. Owner may require Contractor to remove the superintendent from the Work or Project site, if Owner reasonably deems the superintendent incompetent, careless, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition. The superintendent shall be on-site at all times while the Work is being performed, unless approved in writing by owner, in advance.
- C. Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.
- D. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.
- E. Contractor shall, at all times, keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, permits, and permit drawings.
- F. Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with the Ethics in Public Service Act RCW 42.52, which, among other things, prohibits state employees from having an economic interest in any public works contract that was made by, or supervised by, that employee. Contractor shall remove, at its sole cost and expense, any of its, or its Subcontractors', employees, if they are in violation of this act.

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5.02 PERMITS, FEES, AND NOTICES

- A. The Owner has obtained a Shorelines Substantial Development Permit and/or other environmental permits as required for this project. The permits with provisions which affect the construction methods or schedule have been incorporated into these specifications. The Contractor shall abide by all restrictions noted in these permits as the construction is in progress.
- B. All other permits or fees required by local, state or federal governmental agencies necessary for the construction of this project shall be obtained and paid by the Contractor. Only the cost for the building permit will be reimbursed by the Owner.
- C. The Contractor shall conform to all local, State and National Codes in all phases of this project. Where conflicts arise between plans, specifications and code requirements, the code shall prevail unless the plans or specifications are more stringent.

5.03 PATENTS AND ROYALTIES

Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

5.04 PREVAILING WAGES

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

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the project, their approved Intent forms shall be submitted with the Contractor's next application for payment.

- H. The Contractor or subcontractor directly contracting for "Off-Site, Prefabricated, Non-Standard, Project Specific Items" shall identify and report information required on the affidavit of wages paid form filed with the Department of Labor and Industries. The Contractor shall include language in its subcontracts requiring subcontractors and lower-tier subcontractors to comply with the reporting requirements for "Off-Site, Prefabricated, Non-Standard, Project Specific Item(s)" on the affidavit of wages paid.

The reporting requirement for Items shall apply for all public works contracts estimated to cost over \$1 million entered into by the Owner and Contractor between September 1, 2010 and December 31, 2013.

"Off-site, prefabricated, nonstandard, project specific item(s)" means products or items that are:

1. Made primarily of architectural or structural precast concrete, fabricated steel, pipe and pipe systems, or sheet metal and sheet metal duct work;
2. Produced specifically for the public work and not considered to be regularly available shelf items;
3. Produced or manufactured by labor expended to assemble or modify standard items; and
4. Produced at an off-site location outside Washington.

The Contractor or subcontractor shall comply with the reporting requirements and instructions on the affidavit of wages paid form, and shall report the following information on the affidavit of wages paid form submitted to the Department of Labor and Industries in order to comply with the reporting requirements for use of "Off-Site, Prefabricated, Non-Standard, Project Specific item(s)":

1. The estimated cost of the public works project;
2. The name of the awarding agency and the project title;
3. The contract value of the off-site, prefabricated, nonstandard, project specific item(s) produced outside of Washington State, including labor and materials; and
4. The name, address, and federal employer identification number of the contractor that produced the off-site, prefabricated, nonstandard, project specific item(s).

The owner may direct the contractor, at no additional cost to the owner, to remove and substitute any subcontractor(s) found to be out of compliance with the "Off-Site Prefabricated Non-Standard Project Specific Item(s)" reporting requirements more than one time as determined by the Department of Labor and Industries.

- I. The Contractor and all subcontractors shall promptly submit to the Owner certified payroll copies if requested.

5.05 HOURS OF LABOR

- A. Contractor shall comply with all applicable provisions of RCW 49.28 and they are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight (8) hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight (8) hours of each calendar day shall be not less than one and one-half times (x1.5) the rate allowed for this same amount of time during eight (8) hours service.
- B. Notwithstanding the preceding paragraph, RCW 49.28 permits a contractor or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten (10) hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four (4) calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty (40) hours per week, worked pursuant to any such agreement.

5.06 NONDISCRIMINATION

- A. Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of

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1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, the Washington State Law Against Discrimination, RCW 49.60, and Gubernatorial Executive Order 85-09. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.

B. During performance of the Work:

1. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.
2. Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that the contractor is an "equal opportunity employer".
3. Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.
4. Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.
5. Contractor shall include the provisions of this section in every Subcontract.

- C. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- D. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- E. Default. Notwithstanding any provision to the contrary, Owner may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Owner receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Owner may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- F. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Owner shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Owner for default under this provision.

5.07 SAFETY PRECAUTIONS

- A. In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoid work interruptions. For these purposes, the Contractor shall:

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1. Follow Washington Industrial Safety and Health Act (WISHA) regional directives and provide a site-specific safety program that will require an accident prevention and hazard analysis plan for the contractor and each subcontractor on the work site. The Contractor shall submit a site-specific safety plan to the Owner's representative prior to the initial scheduled construction meeting.
 2. Provide adequate safety devices and measures including, but not limited to, the appropriate safety literature, notice, training, permits, placement and use of barricades, signs, signal lights, ladders, scaffolding, staging, runways, hoist, construction elevators, shoring, temporary lighting, grounded outlets, wiring, hazardous materials, vehicles, construction processes, and equipment required by Chapter 19.27 RCW, State Building Code (International Building, Electrical, Mechanical, Fire, and Uniform Plumbing Codes); Chapter 212-12 WAC, Fire Marshal Standards, Chapter 49.17 RCW, WISHA; Chapter 296-155 WAC, Safety Standards for Construction Work; Chapter 296-65 WAC; WISHA Asbestos Standard; WAC 296-62-071, Respirator Standard; WAC 296-62, General Occupation Health Standards, WAC 296-24, General Safety and Health Standards, WAC 296-24, General Safety and Health Standards, Chapter 49.70 RCW, and Right to Know Act.
 3. Comply with the State Environmental Policy Act (SEPA), Clean Air Act, Shoreline Management Act, and other applicable federal, state, and local statutes and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources.
 4. Post all permits, notices, and/or approvals in a conspicuous location at the construction site.
 5. Provide any additional measures that the Owner determines to be reasonable and necessary for ensuring a safe environment in areas open to the public. Nothing in this part shall be construed as imposing a duty upon the Owner or A/E to prescribe safety conditions relating to employees, public, or agents of the Contractors.
 6. The Contractor shall make available a list of hazardous products being used on the project, and their respective Material Safety Data Sheets (MSDS) to the Engineer. This information will be required at the pre-construction conference.
- B. In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.
- C. Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.
- D. Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
1. Information. At a minimum, Contractor shall inform persons working on the Project site of:
 - a. The requirements of chapter 296-62 WAC, General Occupational Health Standards;
 - b. Any operations in their work area where hazardous chemicals are present; and
 - c. The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by chapter 296-62 WAC.
 2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:

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- a. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
 - b. The physical and health hazards of the chemicals in the work area;
 - c. The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
 - d. The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
- E. Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
1. Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances", in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 days on the Project site.
 2. Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
- F. All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
- G. In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.
- H. Nothing provided in this section shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. Contractor shall confine all operations, including storage of materials, to Owner-approved areas.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by Contractor at its expense upon completion of the Work.
- C. Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all

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laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.

- E. Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.
- F. Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.
- G. Any removed item shall be salvaged without undue damage and stockpiled in a neat and orderly fashion in an area designated by the Engineer. All removed items shall remain the property of the Owner, unless, due to their condition, they are rejected by the Engineer. All materials of whatever nature that are rejected shall be properly disposed of by the Contractor in compliance with all laws and regulations.
- H. If designated campsites or emergency overflow areas are approved for use, the Contractor shall comply with all campground rules and regulations of the Washington State Parks and Recreation Commission and the park manager.

5.09 PRIOR NOTICE OF EXCAVATION

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

5.10 UNFORESEEN PHYSICAL CONDITIONS

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

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

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

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descriptions. The Engineer does not guarantee the accuracy or completeness of this information. Other above ground or underground facilities not shown on the drawings may be encountered during the course of the work for which the Contractor is fully responsible to properly locate and identify within the construction area.

- D. Existing above ground and underground facilities and appurtenant structures, which includes but is not limited to, power transmission and distribution, telephone, alarm systems, sanitary sewers, gas services, water service and house or yard drains and fences, shall be located, protected, maintained, relocated, rerouted, removed and restored as may be necessary by the Contractor for completion of the work, but in a manner satisfactory to their respective owners and operators of the services and to the Engineer with the least possible interruption to existing services.
- E. The Contractor shall be responsible for location and maintenance of existing utilities and improvements. Under no circumstances will errors or omissions in location of utilities or improvements, whether they be visible from the surface, buried, or otherwise obscured, be considered as a basis for a claim for additional compensation by the Contractor.
- F. All utilities shall be protected and maintained in continuous operation except where special arrangements have been made with the appropriate utility owner. All damaged utilities shall be restored to original condition, subject to the approval of its owner and at the Contractor's own expense.
- G. If requested, the Contractor shall provide record information about locations, depths, and dimensions of lines, appurtenances, and structures, and any other relevant information about electrical power, water, sewer, and other utilities.
- H. The Contractor shall provide the Engineer with the data required to make a detailed set of record plans. This data will be obtained and recorded by the Contractor during construction on plans supplied by the Engineer. The Contractor shall ensure that the data is obtained. Typical information to be gathered includes the locations of:
 - 1. Buried utilities
 - 2. Junctions of sewer wyes
 - 3. Junctions of electrical taps
 - 4. Clean-outs
 - 5. Deflection points of utilities
 - 6. Valves
- I. Procedure for obtaining this information will be developed by the Engineer working with the Contractor.
- J. Contractor shall protect all existing facilities using whatever methods are necessary, subject to the Engineer's approval. Trees, shrubs, vegetation, or lawn shall not be damaged, scarred, or destroyed unless deemed necessary for work on this contract. All trees damaged during construction shall be immediately repaired using SEAL AND HEAL or other materials as directed by the Engineer. Any damage to the above-mentioned items shall be repaired at the Contractor's expense and to the Engineer's satisfaction.
- K. In the event that archaeological resources are found or unearthed on public land during the performance of this contract, the Contractor shall be required to comply with RCW 27.44 and RCW 27.53 and the rules and regulations of the office of Archaeology and Historic Preservation, including compliance with all archaeological excavation permit requirements.

5.12 LAYOUT OF WORK

- A. Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.
- B. Contractor shall lay out the Work from Owner-established baselines and bench marks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines

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and grades that may be established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

- C. The indicated limits of work shall be the controlling factor in the Contractor's scope of operation and no payment shall be due for work done out of the limits. Damage to areas not in the Contractor's work area shall be repaired at the Contractor's expense. Questions of what constitutes the work area shall be determined by the Engineer. Only the best methods of construction will be allowed.
- D. The Engineer may adjust or relocate any portion of the system to meet site requirements or to improve the system without additional compensation to the Contractor, provided such adjustments do not represent appreciable costs for additional labor and materials.

5.13 MATERIAL AND EQUIPMENT

- A. All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of A/E, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents.
- B. Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- C. Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner.
- D. The Contractor shall furnish proof of equality in all respects to the specified items when proposing alternate brands or materials. Any significant deviations from specifications, drawings, or equality must be noted by the Contractor when submitting alternate products or materials for approval. The Engineer shall be the sole judge of the equality and suitability of any products, materials, or components proposed by the Contractor as alternates to specified items. The Contractor shall bear all costs and make all secondary changes required to incorporate an approved substitute or alternate into the work. No offers for substitution will be acknowledged from suppliers, distributors, manufacturers, or subcontractors.

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

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

5.15 TESTS AND INSPECTION

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

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

- B. Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:
 - 1. Constitute or imply acceptance;
 - 2. Relieve Contractor of responsibility for providing adequate quality control measures;
 - 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
 - 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
 - 5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- C. Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.
- D. Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes re-inspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.
- E. The Owner shall have the right to appoint an Inspector who will have the authority to reject materials or workmanship which does not fulfill the requirements of these specifications. In case of dispute, the Contractor may appeal to the Engineer whose decision shall be final. The acceptance of any material by the Inspector shall not hinder its subsequent rejection if found defective. Rejected materials and workmanship shall be replaced promptly or be made good by the Contractor without additional cost to the Owner.
- F. Contractor shall deliver one (1) key for each type of lock installed on the project to the Engineer to enable the Engineer to enter all facilities under construction for the purpose of inspection. This includes temporary as well as State Parks' key-coded locks. All keys for key-coded locks shall be delivered to the Engineer as they are made available to the Contractor. These coded keys shall then be signed out to the Contractor on an accountable basis for security purposes.

5.16 CORRECTION OF NONCONFORMING WORK

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

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- D. If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under section 6.08, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.
- E. Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.
- F. If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.
- G. Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one (1) year as described in paragraph 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

5.17 CLEAN UP

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

5.18 ACCESS TO WORK

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

5.19 OTHER CONTRACTS

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

5.20 SUBCONTRACTORS AND SUPPLIERS

- A. The Contractor shall include the language of this paragraph in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

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1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
 5. On a project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the Owner's first advertisement of the project.
- B. Prior to submitting the first Application for Payment, Contractor shall furnish in writing to Owner, on Owner provided form(s), the names, addresses, telephone numbers, and Tax Identification Numbers (TIN) of all subcontractors, as well as suppliers providing materials in excess of \$2,500.00 which Contractor believes to be MBE or WBE owned businesses, or have identified themselves to the Contractor as MBE or WBE, or are Washington State OMWBE certified. The Contractor shall indicate the anticipated dollar value of each MWBE subcontract. Contractor shall utilize subcontractors and suppliers, which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions. The Owner may direct the Contractor, at no additional cost to the Owner, to remove and substitute any subcontractor(s) found to be out of compliance with the "Off-Site Prefabricated Non-Standard Project Specific Items" reporting requirements more than one time as determined by the Department of Labor and Industries and as defined in EHB 2805 that amends RCW 39.04.
- C. All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds.
- D. Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- E. Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:
1. The assignment is effective only after termination by Owner for cause pursuant to section 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and
 2. After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
 3. The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

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5.21 WARRANTY OF CONSTRUCTION

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

5.22 INDEMNIFICATION

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

5.23 AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

- A. General Requirements
The Contractor and subcontractor shall ensure that all work performed under this Contract complies with the Americans with Disabilities Act (ADA), as codified in 28 C.F.R. § 35.151, and the 2010 ADA Standards for Accessible Design. The Contractor and subcontractor shall construct and maintain all accessible features in operable condition and correct any identified deficiencies in a timely manner.
- B. Accessibility in New Construction and Alterations
 - 1. All new facilities and alterations to existing facilities shall be designed and constructed in a manner that ensures accessibility and usability for individuals with disabilities, consistent with ADA accessibility standards.
 - 2. Alterations shall, to the maximum extent feasible, ensure the altered area and the associated path of travel comply with accessibility requirements.
 - 3. If technical infeasibility prevents full compliance, the Contractor and subcontractor shall notify the Owner's Representative and submit a written request for determination of technical infeasibility.

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4. The Contractor and subcontractor shall coordinate with the Owner to ensure that all public notices related to temporary accessibility interruptions are posted on the project site and on designated agency communication channels.
- C. Maintenance and Inspection of Accessible Features
 1. The Contractor and subcontractor shall be responsible for maintaining accessible routes, parking, restrooms, and other accessible features in operable condition throughout the duration of the Work.
 2. Any temporary disruptions affecting accessibility shall be scheduled in a manner that minimizes impact and includes reasonable alternative accommodations where feasible.
 3. The Contractor and subcontractor shall notify the Owner immediately if any accessibility feature is found to be non-compliant or requires repair.
- D. Historic Structures

If the Work involves historic structures or landscapes that are listed or eligible for listing in the National Register of Historic Places, modifications shall be made in compliance with ADA requirements to the maximum extent feasible. The State Historic Preservation Officer (SHPO) must approve any exemptions for alterations that may impact the historic significance of a structure or landscape.
- E. Compliance and Documentation
 1. The Contractor and subcontractor shall comply with all applicable local, state, and federal accessibility requirements.
 2. Any non-compliant work shall be corrected at the Contractor's expense prior to final acceptance.
- F. Submission of Progress Reports – Americans with Disabilities Act (ADA) Compliance

The Contractor shall submit regular progress reports to the Owner, which shall include the following:

 1. Status of Accessible Features – Updates on the construction, installation, and maintenance of all accessibility-related features in accordance with ADA standards.
 2. Compliance Issues – Identification of any non-compliance issues encountered, including deviations from ADA accessibility standards, technical infeasibility determinations, or unforeseen site conditions affecting accessibility.
 3. Corrective Actions – Description of corrective actions taken or proposed to address any identified accessibility deficiencies, including timelines for remediation and any required approvals from the Owner.
 4. Temporary Disruptions – Notification of any planned or unplanned interruptions to accessibility features, including measures taken to minimize impacts and alternative accommodations provided.
 5. Final Verification – Prior to Substantial Completion, the Contractor shall provide documentation verifying that all constructed and altered elements comply with applicable ADA requirements, subject to inspection and approval by the Owner.

Failure to comply with the provisions of this section may result in suspension of the Work, withholding of payment or other remedies as deemed necessary by the Owner.

PART 6 - PAYMENTS AND COMPLETION

6.01 CONTRACT SUM

Owner shall pay Contractor the Contract Sum for performance of the Work, in accordance with the Contract Documents. The Contract Sum shall include all taxes imposed by law and properly chargeable to the Project, including sales tax.

6.02 SCHEDULE OF VALUES

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

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6.03 APPLICATION FOR PAYMENT

- A. At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.
- B. By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.010, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in section 1.03 are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.
- C. At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.
- D. If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:
 - 1. The material will be placed in a warehouse that is structurally sound, dry, lighted, and suitable for the materials to be stored;
 - 2. The warehouse is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;
 - 3. Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project);
 - 4. Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
 - 5. The warehouse (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
 - 6. Owner shall at all times have the right of access in company of Contractor;
 - 7. Contractor and its surety assume total responsibility for the stored materials; and
 - 8. Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish notice to Owner when materials are moved from storage to the Project site.

6.04 PROGRESS PAYMENTS

- A. Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with RCW 39.76 if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Owner shall retain 5% (five percent) of the amount of each progress payment until forty-five (45) days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with RCW 60.28, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.
- C. Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not,

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however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.

- D. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.

6.05 PAYMENTS WITHHELD

- A. Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
 - 1. Work not in accordance with the Contract Documents;
 - 2. Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
 - 3. Work by Owner to correct defective Work or complete the Work in accordance with section 5.17;
 - 4. Failure to perform in accordance with the Contract Documents; or
 - 5. Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.
- B. In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with RCW 39.76.

6.06 RETAINAGE AND BOND CLAIM RIGHTS

- A. Prior to release of the contract retainage, an "Affidavit of Wages Paid", approved by the Washington State Department of Labor and Industries, must be on file in the Owner's office. Contracts over \$20,000, including tax, necessitate a clearance from the Washington State Department of Revenue and the Washington State Department of Employment Security. The Owner shall initiate action for the releases from the Departments of Revenue and Employment Security.
- B. RCW chapters 39.08 and 60.28, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.
- C. In accordance with RCW 60.28, the lien period for filing liens against the contract retainage shall be forty-five (45) days. Persons performing labor or furnishing supplies toward the completion of the contract who intend to file a lien against the contract retainage must do so within forty-five (45) days from the date of Final Acceptance of the contract by the Owner and in the manner as described in RCW 39.08.030.

6.07 SUBSTANTIAL COMPLETION

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

6.08 PRIOR OCCUPANCY

- A. Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: be deemed an acceptance of any portion of the

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Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.

- B. Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Contractor's one (1) year duty to repair and any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

- A. Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing.
- B. Final Acceptance is the formal action of Owner acknowledging Final Completion. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the Public Works Bond, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in part 8.

PART 7 - CHANGES

7.01 CHANGES IN THE WORK

- A. Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in section 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.
- B. If Owner desires to order a change in the Work, it may request a written Change Order Proposal (COP) from Contractor. Contractor shall submit a Change Order Proposal within 14 (fourteen) days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order Proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.
- C. Upon receipt of the Change Order proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- D. If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.

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- E. If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 30 (thirty) days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in part 8.
- F. Field Authorization
 - 1. The Field Authorization (FA) is executed as a directive to proceed with work when the processing time for an approved change order would impact the project.
 - 2. A scope of work must be defined, a maximum not to exceed cost agreed upon, and any estimated modification to the contract completion time determined. The method of final cost verification must be noted and supporting cost data must be submitted in accordance with the requirements of Part 7 of the General Conditions. Upon satisfactory submittal and approval of supporting cost data, the completed FA will be processed into a change order. No payment will be made to the Contractor for FA work until that FA is converted to a Change Order.

7.02 CHANGES IN THE CONTRACT SUM

A. General Application

- 1. The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order Proposal.
- 2. If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.
 - a. A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 7 (seven) days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.
 - b. Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 7 (seven) days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 - c. Within 30 (thirty) days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph a. above with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for

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such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with section 7.03C. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are-prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

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

B. Change Order Pricing -- Fixed Price

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

1. Contractor's Change Order Proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and shall be submitted on breakdown sheets in a form approved by Owner.
2. All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material quantities, and equipment costs.
3. If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.
4. The cost of any additive or deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on deductive changes in the Work. Where a change in the Work involves additive and deductive work by the same Contractor or Subcontractor, small tools, overhead, profit, bond, and insurance markups will apply to the net difference.
5. If the total cost of the change in the Work or request for equitable adjustment does not exceed \$1,000, Contractor shall not be required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.
6. If the total cost of the change in the Work or request for equitable adjustment is between \$1,000 and \$2,500, Contractor may submit a breakdown in the following level of detail if the description of the change in the Work or if the request for equitable adjustment is sufficiently definitive to permit the Owner to determine fair value:
 - a. lump sum labor;
 - b. lump sum material;
 - c. lump sum equipment usage;
 - d. overhead and profit as set forth below; and
 - e. insurance and bond costs as set forth below.

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7. Any request for adjustment of Contract Sum based upon the fixed price method shall include only the following items:
- a. Craft labor costs: These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by the hourly labor costs. Craft hours should cover direct labor, as well as indirect labor due to trade inefficiencies. The hourly costs shall be based on the following:
 - 1) Basic wages and benefits: Hourly rates and benefits as stated on the Department of Labor and Industries approved "statement of intent to pay prevailing wages." Direct supervision shall be a reasonable percentage not to exceed 15% (fifteen percent) of the cost of direct labor. No supervision markup shall be allowed for a working supervisor's hours.
 - 2) Worker's insurance: Direct contributions to the state of Washington for industrial insurance; medical aid; and supplemental pension, by the class and rates established by the Department of Labor and Industries.
 - 3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
 - 4) Travel allowance: Travel allowance and/or subsistence, if applicable, not exceeding those allowances established by regional labor union agreements, which are itemized and identified separately.
 - 5) Safety: Cost incurred due to the Washington Industrial Safety and Health Act, which shall be a reasonable percentage not to exceed 2% (two percent) of the sum of the amounts calculated in (1), (2), and (3) above.
 - b. Material costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed first from actual known costs, second from supplier quotations or if these are not available, from standard industry pricing guides. Material costs shall consider all available discounts. Freight costs, express charges, or special delivery charges, shall be itemized.
 - c. Equipment costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources:
 - 1) Associated General Contractors - Washington State Department of Transportation (AGC-WSDOT) Equipment Rental Agreement; current edition, on the Contract execution date.
 - 2) The state of Washington Utilities and Transportation Commission for trucks used on highways.
 - 3) The National Electrical Contractors Association for equipment used on electrical work.
 - 4) The Mechanical Contractors Association of America for equipment used on mechanical work.

The Data Quest Rental Rate (Blue Book) shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, current edition, on the Contract execution date.
 - d. Allowance for small tools, expendables, and consumable supplies: Small tools consist of tools which cost \$250 or less and are normally furnished by the performing contractor. The maximum rate for small tools shall not exceed the following:

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- 1) For Contractor, 3% (three percent) of direct labor costs.
- 2) For Subcontractors, 5% (five percent) of direct labor costs.

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

- e. Subcontractor costs: This is defined as payments Contractor makes to Subcontractors for changed Work performed by Subcontractors of any tier. The Subcontractors' cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.
- f. Allowance for overhead: This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any change in the Contract Sum but not to the cost of any change in the Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.03. This allowance shall compensate Contractor for all non-craft labor, temporary construction facilities, field engineering, schedule updating, record drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the rates below:

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

- a) For Contractor, for any Work actually performed by Contractor's own forces, 16% (sixteen percent) of the first \$50,000 of the cost, and 4% (four percent) of the remaining cost, if any.
- b) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 16% (sixteen percent) of the first \$50,000 of the cost, and 4% (four percent) of the remaining cost, if any.
- c) For Contractor, for any work performed by its Subcontractor(s), 6% (six percent) of the first \$50,000 of the amount due each Subcontractor, and 4% (four percent) of the remaining amount if any.
- d) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% (four percent) of the first \$50,000 of the amount due the sub-Subcontractor, and 2% (two percent) of the remaining amount if any.
- e) The cost to which overhead is to be applied shall be determined in accordance with subparagraphs a.-e. above.

2) For projects where the Contract Award Amount is equal to or exceeds \$3 million, the following shall apply:

- a) For Contractor, for any Work actually performed by Contractor's own forces, 12% (twelve percent) of the first \$50,000 of the cost, and 4% (four percent) of the remaining cost, if any.
- b) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 12% (twelve percent) of the first \$50,000 of the cost, and 4% (four percent) of the remaining cost, if any.
- c) For Contractor, for any Work performed by its Subcontractor(s), 4% (four percent) of the first \$50,000 of the amount due each Subcontractor, and 2% (two percent) of the remaining amount if any.
- d) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% (four percent) of the first \$50,000 of the amount due the sub-Subcontractor, and 2% (two percent) of the remaining amount if any.

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- e) The cost to which overhead is to be applied shall be determined in accordance with subparagraphs a.- e. above.
- g. Allowance for profit: This is an amount to be added to the cost of any change in contract sum, but not to the cost of change in Contract Time for which contractor has been compensated pursuant to the conditions set forth in section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:
 - 1) For Contractor or Subcontractor of any tier for work performed by their forces, 6% (six percent) of the cost developed in accordance with Section 7.02 b. 7a.- e.
 - 2) For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 4% (four percent) of the Subcontractor cost developed in accordance with Section 7.02 b. 7a. - h.
- h. Cost of change in insurance or bond premium: This is defined as:
 - 1) Contractor's liability insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and
 - 2) Public works bond: The cost of the additional premium for Contractor's bond arising directly from the changed Work.

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

C. Change Order Pricing -- Unit Prices

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

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

- 1. Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:
 - a. Scope of Work to be performed;
 - b. Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
 - c. Cost limit of reimbursement.
- 2. Contractor shall:

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- a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within 2 working days for Owner's review;
 - c. Leave access as appropriate for quantity measurement;
 - d. Perform all Work in accordance with this section as efficiently as possible; and
 - e. Not exceed any cost limit(s) without Owner's prior written approval.
3. Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:
- a. Labor detailed on daily time sheets; and
 - b. Invoices for material.

7.03 CHANGES IN THE CONTRACT TIME

- A. The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order Proposal.
- B. If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.
1. A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 (seven) days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.
 2. Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 (seven) days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 3. Within 30 (thirty) days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 4. Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- C. Any change in the Contract Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract Time, shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress

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Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.

- D. Contractor may request compensation for the cost of a change in Contract Time in accordance with this paragraph, 7.03D, subject to the following conditions:
1. The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E;
 2. Compensation under this paragraph is limited to changes in Contract Time for which Contractor is not entitled to be compensated under section 7.02;
 3. Contractor shall follow the procedure set forth in paragraph 7.03B;
 4. Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 7.03C; and
 5. The daily cost of any change in Contract Time shall be limited to the items below, less funds that may have been paid pursuant to a change in the Contract Sum that contributed to this change in Contract Time:
 - a. cost of nonproductive field supervision or labor extended because of the delay;
 - b. cost of weekly meetings or similar indirect activities extended because of the delay;
 - c. cost of temporary facilities or equipment rental extended because of the delay;
 - d. cost of insurance extended because of the delay;
 - e. general and administrative overhead in an amount to be agreed upon, but not to exceed 3% (three percent) of Contract Sum divided by the Contract Time for each day of the delay.

PART 8 - CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS PROCEDURE

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

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8. If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail required by, section 7.02; and
 9. A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.
- D. After Contractor has submitted a fully documented Claim that complies with all applicable provisions of parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:
1. If the Claim amount is less than \$50,000, with a decision within 60 (sixty) days from the date the Claim is received; or
 2. If the Claim amount is \$50,000 or more, with a decision within 60 (sixty) days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.
- E. To assist in the review of Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless Contractor follows the procedure set forth in section 8.02.
- F. Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless timely made in accordance with the requirements of this section.

8.02 ARBITRATION

- A. If Contractor disagrees with Owner's decision rendered in accordance with paragraph 8.01D, Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 (thirty) days after the date of Owner's decision on such Claim; failure to demand arbitration within said 30-day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors.
- B. Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provided to Owner. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
1. Disputes involving \$30,000 or less shall be conducted in accordance with the Northwest Region Expedited Commercial Arbitration Rules; or
 2. Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
- C. All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.
- D. Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration or mediation.
- E. If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

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8.03 CLAIMS AUDITS

- A. All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.
- B. In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:
 - 1. Daily time sheets and supervisor's daily reports;
 - 2. Collective bargaining agreements;
 - 3. Insurance, welfare, and benefits records;
 - 4. Payroll registers;
 - 5. Earnings records;
 - 6. Payroll tax forms;
 - 7. Material invoices, requisitions, and delivery confirmations;
 - 8. Material cost distribution worksheet;
 - 9. Equipment records (list of company equipment, rates, etc.);
 - 10. Vendors', rental agencies', Subcontractors', and agents' invoices;
 - 11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
 - 12. Subcontractors' and agents' payment certificates;
 - 13. Cancelled checks (payroll and vendors);
 - 14. Job cost report, including monthly totals;
 - 15. Job payroll ledger;
 - 16. Planned resource loading schedules and summaries;
 - 17. General ledger;
 - 18. Cash disbursements journal;
 - 19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 (three) years preceding execution of the Work;
 - 20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
 - 21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
 - 22. All non-privileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;
 - 23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors,

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and

24. Work sheets, software, and all other documents used by Contractor to prepare its bid.

- C. The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

PART 9 - TERMINATION OF THE WORK

9.01 TERMINATION BY OWNER FOR CAUSE

- A. Owner may, upon 7 (seven) days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
1. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 2. Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of its insolvency;
 3. Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 4. Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
 5. Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;
 6. Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 7. Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Upon termination, Owner may at its option:
1. Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
 2. Accept assignment of subcontracts pursuant to section 5.20; and
 3. Finish the Work by whatever other reasonable method it deems expedient.
- C. Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 9.02B, and shall not be entitled to receive further payment until the Work is accepted.
- E. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
- F. Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

- G. If Owner terminates Contractor for cause, and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to section 9.02.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

- A. Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
- B. Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
1. Stop performing Work on the date and as specified in the notice of termination;
 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
 3. Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
 4. Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
 5. Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and
 6. Continue performance only to the extent not terminated.
- C. If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of part 7.
- D. If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10 - MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

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

10.02 SUCCESSORS AND ASSIGNS

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

10.03 MEANING OF WORDS

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

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

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

10.04 RIGHTS AND REMEDIES

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

10.05 CONTRACTOR REGISTRATION

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

10.06 TIME COMPUTATIONS

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

10.07 RECORDS RETENTION

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

10.08 THIRD-PARTY AGREEMENTS

The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor; or any persons other than Owner and Contractor.

10.09 ANTITRUST ASSIGNMENT

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

10.10 MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE) PARTICIPATION

In Accordance with the legislative findings and policies set forth in Chapter 39.19 RCW the State of Washington encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or as a subcontractor to a Bidder. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. Bidders may contact OMWBE to obtain information on certified firms for potential subcontractors/suppliers.

- A. When referred to in this Contract, the terms Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) will be as defined by OMWBE, WAC 326-02-030.
- B. The OMWBE has compiled a directory of certified firms. Copies of this directory may be obtained through the OMWBE. For information regarding the certification process or the certification status of a particular firm, contact:

OMWBE, 406 South Water Street, PO Box 41160, Olympia, WA 98504-1160, telephone (360) 753-9693.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

C. Eligible MWBEs or M/W firms

MWBE firms utilized for this project for voluntary MWBE goals may be certified by Washington State OMWBE or self identified as minority or women owned (M/W firm).

D. MWBE Voluntary Goals

The Owner has established voluntary goals for MWBE participation for this project. The voluntary goals are set forth in the Advertisement for Bids.

E. If any part of the contract, including the supply of materials and equipment, is anticipated to be subcontracted, then prior to receipt of the first payment, Contractor shall submit, pursuant to Section 5.20 A, a list of all subcontractors/suppliers it intends to use, designate whether any of the subcontractors/suppliers are MWBE firms, indicate the anticipated dollar value of each MWBE subcontract, and provide Tax Identification Number (TIN).

F. If any part of the contract, including the supply of materials and equipment is actually subcontracted during completion of the work, then prior to final acceptance or completion of the contract or as otherwise indicated in the contract documents, the Contractor shall submit a statement of participation indicating what MWBEs were used and the dollar value of their subcontracts.

G. The provisions of this section are not intended to replace or otherwise change the requirements of RCW 39.30.060. If said statute is applicable to this contract then the failure to comply with RCW 39.30.060 will still render a bid non-responsive.

H. The Contractor shall maintain, for at least three years after completion of this contract, relevant records and information necessary to document the level of utilization of MWBEs and other businesses as subcontractors and suppliers in this contract, as well as any efforts the Contractor makes to increase the participation of MWBEs as listed in section I below. The Contractor shall also maintain, for at least three years after completion of this contract, a record of all quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in this contract. The state shall have the right to inspect and copy such records. If this contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations, or statutes included or referenced in the contract documents.

I. Bidders should advertise opportunities for subcontractors or suppliers in a manner reasonably designed to provide MWBEs capable of performing the work with timely notice of such opportunities, and all advertisements shall include a provision encouraging participation by MWBE firms. Advertising may be done through general advertisements (e.g. newspapers, journals, etc.) or by soliciting bids directly from MWBEs. Bidders shall provide MWBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.

J. Contractors shall not create barriers to open and fair opportunities for all businesses including MWBEs to participate in all State contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.

K. Any violation of the mandatory requirements of this part of the contract shall be a material breach of contract for which the Contractor may be subject to a requirement of specific performance, or damages and sanctions provided by contract, by RCW 39.19.090, or by other applicable laws.

10.11 MINIMUM LEVELS OF APPRENTICESHIP PARTICIPATION

In accordance with Executive Order 00-01 the State of Washington may require apprenticeship participation for projects of a certain cost. The bid advertisement and Bid Proposal form shall establish the minimum percentage of apprentice labor hours as compared to the total labor hours.

A. Voluntary workforce diversity goals have been established for the apprentice hours. These goals are that one-fifth (1/5) of the apprentice hours be performed by minorities, and one-sixth (1/6) of the apprentice hours be performed by women.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

- B. Apprentice participation, under this contract, may be counted towards the required percentage (%) only if the apprentices are from an apprenticeship program registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-04).
- C. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 by phone at (360) 902-5320, and e-mail at Apprentice@lni.wa.gov, to obtain information on available apprenticeship programs.
- D. For each project that has apprentice requirements, the contractor shall submit a "Statement of Apprentice/Journeyman Participation" on forms provided by the Department of General Administration, with every request for progress payment. The Contractor shall submit consolidated and cumulative data collected by the Contractor and collected from all subcontractors by the Contractor. The data to be collected and submitted includes the following:
1. Contractor name and address
 2. Contract number
 3. Project name
 4. Contract value
 5. Reporting period "Notice to Proceed" through "Invoicing Date"
 6. Craft/trade/occupation of all (contractor and subcontractor trades working on the project) apprentices and journeymen
 7. Total number of apprentices and total number of hours worked by apprentices, both categorized by gender and ethnicity
 8. Total number of journeymen and total number of hours worked by journeymen, both categorized by gender and ethnicity
 9. Cumulative combined total of apprentice and journeymen labor hours.
 10. Total percentage of apprentice hours worked
 11. No changes to the required percentage (%) of apprentice participation shall be allowed without written approval of the Owner. In any request for the change the Contractor shall clearly demonstrate a good faith effort to comply with the requirements for apprentice participation.
 12. Any substantive violation of the mandatory requirements of this part of the contract may be a material breach of the contract by the Contractor. The Owner may withhold payment pursuant to Part 6.05, stop the work for cause pursuant to Part 3.04, and terminate the contract for cause pursuant to Part 9.01.

10.12 HEADINGS AND CAPTIONS

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

10.13 SUBCONTRACTOR PAYMENTS REPORTING REQUIREMENTS

This Contract is subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises at <https://omwbe.diversitycompliance.com/>. The Contractor and all Subcontractors shall report and confirm receipt of payments made to the Contractor and each Subcontractor through Access Equity.

The Contractor may contact the Owner at contracts@parks.wa.gov for technical assistance in using the Access Equity system. User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. The Owner reserves the

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

right to withhold payments from the Contractor for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

The Contractor shall:

- a. Register and enter all required Subcontractor information into Access Equity no later than 15 days after the Owner creates the Contract Record.
- b. Complete the required user training (two (2) one-hour online sessions) no later than 20 days after the Owner creates the Contract Record.
- c. Report the amount and date of all payments (i) received from the Owner, and (ii) paid to Subcontractors, no later than 30 days, issuance of each payment made by the Owner to the Contractor, unless otherwise specified in writing by the Owner, except that the Contractor shall mark as "Final" and report the final Subcontractor payments) into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Contract, with all payment information entered no later than sixty (60) days after end of fiscal year.
- d. Monitor contract payments and respond promptly to any requests or instructions from the Owner or system-generated messages to check or provide information in Access Equity.
- e. Coordinate with Subcontractors, or Owner when necessary, to resolve promptly any discrepancies between reported and received payments.
- f. Require each Subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and (v) coordinate with Contractor, or Owner when necessary, to resolve promptly any discrepancies between reported and received payments.

END OF CONDITIONS

/ / / / /

Approved as to Form:
William Van Hook /s/
Asst. Attorney General
02/2007
08/2010 GA Updates – jrc
09/2010 to AAG Schwartz



PREVAILING WAGES

Instruction for Prevailing Wage Rates

The State of Washington prevailing wage rates for this public works project, which is located in Adams County, may be found at the following website address of the Department of Labor and Industries:

<https://secure.lni.wa.gov/wagelookup/rates/journey-level-rates>

The prevailing wages for this project are those that are in effect on the date that the bids are due.

Contractor to Pay Prevailing Wages

The Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.

A copy of the applicable wage rates is available upon request. Please request a copy by email at: contracts@parks.wa.gov.

**PALOUSE TO CASCADES STATE PARK TRAIL
RALSTON TRAILHEAD PAVING**

“SCOPE OF WORK”

This Contract includes paving the entrance and exit approaches at the Ralston Trailhead located along the Palouse to Cascades State Park Trail near the town of Ralston, WA. Paving will be approximately 1,440 square feet.

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. This section covers the placement of hot mix asphalt (HMA) for roadways, parking lots, trails, and other areas where shown on the plans or described herein.

PART 2 – PRODUCTS

2.1 SOIL RESIDUAL HERBICIDE

- A. Soil residual herbicide shall be material registered for use under pavement in the state of Washington by the Washington State Department of Agriculture. Before use, the Contractor shall submit to the project rep what material will be used and proposed application rate.

2.2 ASPHALT TACK COAT

- A. Asphalt for tacking existing pavement edges and surfaces shall be CSS-1, conforming to the WSDOT Specifications, Section 9-02.1(6).

2.3 HOT MIX ASPHALT (HMA) CLASS 3/8” INCH PG 64H-28

- A. HMA Class 3/8” Inch PG 64-28 shall conform to WSDOT specifications, Sections 5-04.2. The Contractor shall submit the proposed mix design to the Engineer for approval. The mix asphalt content range shall be between 5 percent and 6 percent of total mix weight. The mix design submittal shall include test results that indicate the optimum asphalt content. A mix design listed on the QPL or a previous mix design with test results from other projects may be submitted for approval under the following conditions:
 - 1. Mix design test results shall be less than 1 year old.
 - 2. Materials shall be from same sources and stockpiles.

**PALOUSE TO CASCADES STATE PARK TRAIL
RALSTON TRAILHEAD PAVING**

PART 3 – EXECUTION

3.1 SOIL RESIDUAL HERBICIDE

- A. All project areas scheduled for HMA, except overlay areas, shall receive an application of an approved soil residual herbicide by individuals/companies licensed for such application. The requirements of WSDOT Specifications, Section 8-02.3(3) B shall apply to this application. Paving shall begin within 24 hours after application of the herbicide.

3.2 PREPARATION OF SURFACES

- A. Existing areas to be overlaid shall be thoroughly cleaned by sweeping to remove all dirt, dust, and other foreign matter. In any areas where the pavement has been destroyed, the Contractor shall remove all loose asphalt chunks and pre-level the low areas with HMA. All costs for preparing overlay areas shall be included in the unit price for HMA. No other compensation shall be made.

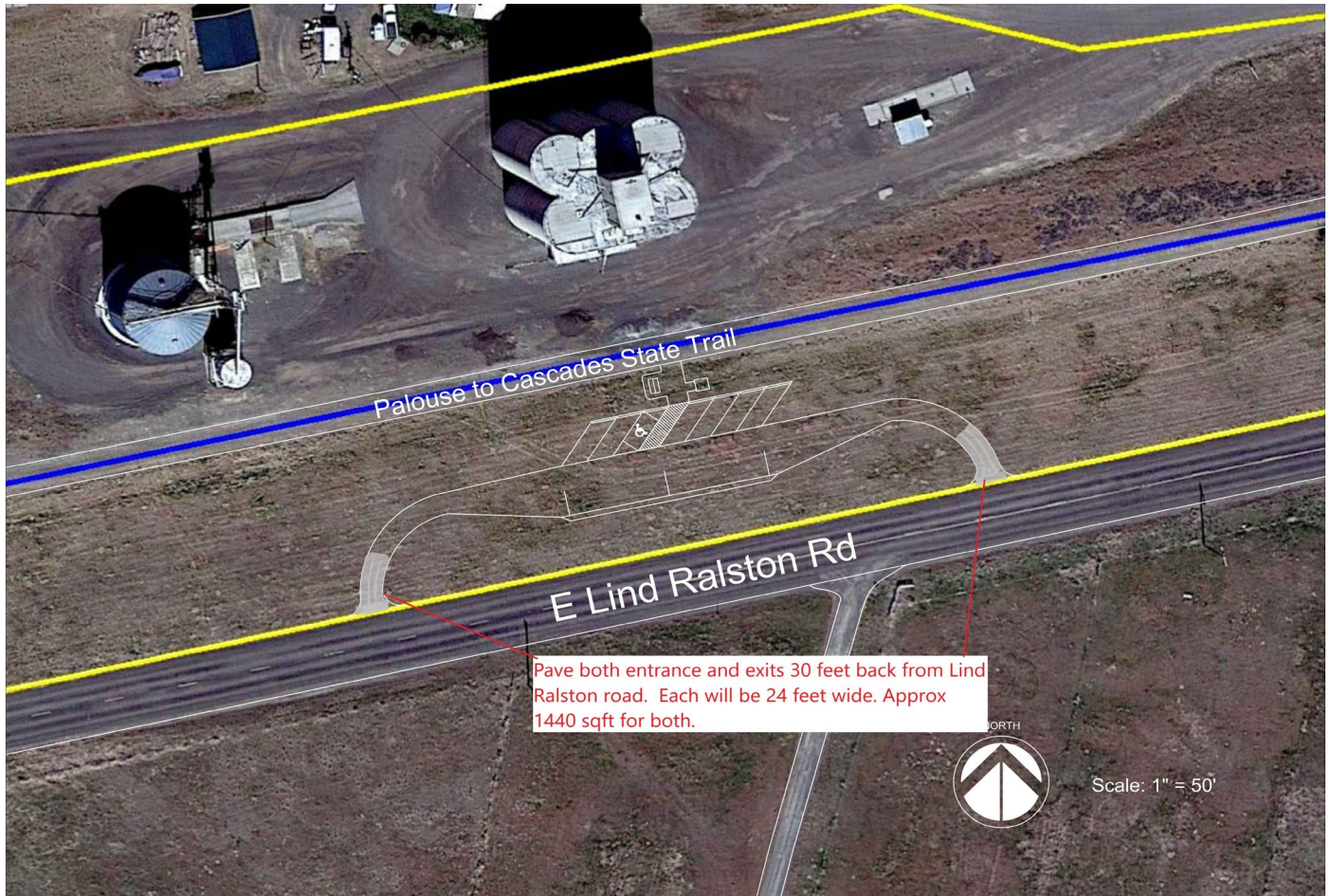
3.3 TACK COAT

- A. Tack coat under overlay areas shall be applied in accordance with WSDOT Specifications, Section 5-04.3(4), and as directed by the Engineer.
- B. Apply at a residual rate of 0.04 to 0.08 gallons/square yard as directed by the Engineer. All costs for tack coat shall be included in the unit price for HMA. No other compensation shall be made.

3.4 HOT MIX ASPHALT

- A. HMA Class 3/8" Inch shall be placed in where shown on the plans to the compacted depth as shown in the typical cross-sections. HMA construction shall conform to WSDOT Specifications, Sections 5-04.1 and 5-04.3, with visual evaluation being the basis of acceptance for the HMA mixture.
- B. All asphalt concrete shall be compacted to a minimum of 91 percent of the reference maximum density as determined by WSDOT FOP for AASHTO T209.

**PALOUSE TO CASCADES STATE PARK TRAIL
RALSTON TRAILHEAD PAVING**



END SECTION