

Eisenhower Avenue Water Main Replacement

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SECTION I

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by West Sound Utility District, 2924 SE Lund Avenue, Port Orchard, Washington, 98366, until the hour of 11:00 am, Wednesday, April 6, 2022 am local time and opened publically in the West Sound Utility District Meeting Room at 11:05 am based on the clock in the District's public meeting room and read aloud.

West Sound Utility District is seeking a qualified contractor to provide for the construction of 1,195 feet of 8-inch, ductile iron water main, water main abandonment, necessary appurtenances and other work as required and identified within the plans and specifications. The plans, specifications and proposal forms are contained within this request for proposals. Documents and expandable electronic plans are also available on the districts' website: <http://www.wsud.us/rfps>.

All prices quoted shall be for complete job.

Contact Mr. John Tapia, Operations Manager, concerning a tour of the construction site.
Telephone: (360) 876-2545.

Each bid must be accompanied by certified check, bid bond, or cash in an amount not less than five percent (5%) of the amount bid.

Instructions to bidders and specifications are depicted on the attached sheets and contained within the plans and specifications.

West Sound Utility District reserves the right to reject any and all bids or the bidding

The scope of this project is estimated to be less than \$500,000.

The project construction schedule is as follows:

Issue Notice to Proceed (NTP)	Date: April 19, 2022
Physical Completion Date	Date: October 28, 2022

There is a no fee for the plans and specifications. Plans and specifications are also available for download from the districts website: <https://www.wsud.us/rfps>.

Sealed Bids shall be addressed and delivered to the district in an opaque envelope to:

West Sound Utility District
Eisenhower Water Main Replacement
ATTN: General Manager
2924 SE Lund Ave
Port Orchard, WA 98366

SECTION II INSTRUCTIONS TO BIDDERS

2-01 EXAMINATION OF SITE AND CONDITIONS: Before making this bid, it is recommended that the bidder examine the site of the work and ascertain for themselves all the physical conditions in relation thereto. Failure to take this precaution will not release the successful bidder from entering into contracts nor excuse him from performing the work in strict accordance with the terms of the contract.

No statement made by any office, agent, or employee of the Purchaser in relation to the physical conditions pertaining to the site or the work will be binding on the Purchaser.

2-02 FORM OF BID: Proposals shall be made upon the form provided therefore. They shall contain no recapitulation of the work to be done and no exceptions to the requirements of the plans and specifications. All blank spaces in the form shall be filled except those not needed for a complete listing of the partners or principals of the bidding firm and except those spaces provided for alternate bids may be left blank if the bidder does not wish to bid the alternate. Erasure, interlineation, or other corrections must be initialed by the person or persons signing the bid.

2-03 BID GUARANTEE: Each bid shall be accompanied by a bid guarantee as required by the NOTICE TO BIDDERS for a sum of not less than five percent (5%) of the total bid as evidence of good faith and as a guarantee that, if awarded the contract, the bidder will furnish satisfactory performance requirements set forth in these specifications.

2-04 SIGNATURE: Each bid must be signed in long hand by the bidder with their usual signature. Bids by partnerships must be signed with the partnership name by one of the partners, followed by the signature and designation of the partner signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and the signature of the president, secretary, or other person authorized to bind it in the matter.

2-05 SUBMISSION OF BID: Bid on Company letterhead, Proposal Form, Bid Bond and Schedule of Bid Prices shall be enclosed in an opaque sealed envelope, addressed to the official named in the NOTICE TO BIDDERS, and delivered as required by the NOTICE TO BIDDERS.

2-06 MODIFICATION OF PROPOSALS: Modification of proposals already received will be considered only if the request and modification are made prior to the scheduled closing time for the receipt of the proposals. All modifications must be made in writing over the signature of the bidder.

2-07 WITHDRAWAL OF PROPOSAL: At any time prior to the scheduled closing time for receipt of proposals, any bidder may withdraw their proposal, either personally, or by written request. After the scheduled closing time for receipt of proposals or before award of contract, no bidder will be permitted to withdraw his proposal unless said award is delayed for a period exceeding thirty (30) days.

2-08 OPENING OF PROPOSAL: At the time and place set for the opening and reading of proposals, each and every proposal received prior to the scheduled closing time for receipt of proposals will be publicly opened and read aloud, irrespective of any irregularities or informalities in such proposals.

2-09 DISPOSITION OF BID GUARANTEE: The successful bidder's guarantee will be retained until he has entered into a contract and furnished the required performance bond. The Purchaser reserves the right to hold the bid guarantees of the next lowest bidders until a contract is signed or for a period of sixty (60) days, whichever is the shorter time. Bid guarantees of all other bidders will be returned as soon as practical after bids are opened. Should a bidder fail to enter into the contract and furnish performance within ten (10) days after his proposal has been accepted, his bid guarantee shall be forfeited to the Purchaser as liquidated damages.

2-10 EVIDENCE OF QUALIFICATIONS: Upon request of the Purchaser, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the Purchaser satisfactory evidence of the bidder's financial resources, his experience, and the organization and equipment he has available for the performance of the contract.

2-11 REJECTION OF BIDS: The Purchaser reserves the right to reject any and/or all proposals and also the right to waive any formalities in connection with said proposals or bids.

2-12 PERFORMANCE BOND: The successful bidder will be required to furnish, prior to final award of contract and within ten (10) days after acceptance of his proposal, a surety bond or bonds, acceptable to the Purchaser, as security for the faithful performance of the contract, including the payment of all persons performing labor on the project and the furnishing of all materials required to be furnished by him in connection with the contract. The bond or bonds shall be for the full amount or the contract price and shall remain in effect until two (2) years after the acceptance of the work by West Sound Utility District.

2-13 PAYMENTS TO CONTRACTOR: All payments to the contractor for construction performed on this project will be within 30 calendar days of District approval of the contractor invoices.

2-14 EXECUTION OF CONTRACT: Within ten (10) days after receiving contract documents from Purchaser, the successful bidder will be required to execute said contract and furnish a performance bond as stipulated in Paragraph 2-12 of these specifications.

2-15 CONTRACT DOCUMENTS

All documents have been included for informational purposes. West Sound Utility District will forward the required documents not required for proposal submission to the awarded contractor.

**SECTION III
PROPOSAL FORM**

EISENHOWER WATER MAIN REPLACEMENT

Company Name: _____

Date _____

West Sound Utility District
2924 SE Lund Avenue
Port Orchard, WA 98366

Ladies and Gentlemen,

Pursuant to and in compliance with your invitation for bids to provide for the construction of the Eisenhower Avenue Water Main Replacement as per the plans and specifications which are available at the District office, the undersigned has carefully examined the specifications as well as the premises and conditions affecting the work and hereby proposes to perform all work as required for construction of said improvements in strict accordance with contract documents, specifications, and drawings for the amount shown.

All prices are exclusive of State Sales Tax.

Bid sheets attached.

(Bidder's Signature)

The party by whom this proposal is submitted and by whom the contract will be entered into in case the award is made to them is

(State whether bidder is a corporation, a partnership, or an individual.)

doing business at _____
Address, city and state

which is the address to which all communications concerned with the proposal and contract should be sent.

The name of the president, treasurer, and manager of the bidding corporation, or the names of all persons and parties interested in this proposal as partner's or principals are as follows:

Name

Address

SMALL WORKS CONTRACT

Parties: WEST SOUND UTILITY DISTRICT &

THIS IS AN AGREEMENT entered into between West Sound Utility District, a Washington State Municipal Corporation, hereinafter called "District," and _____, hereinafter called "Contractor."

Pursuant to its resolutions and procedures, the District has determined the Contractor to be the lowest responsible bidder to perform the services hereinafter described. The purpose of this document is to set forth the specific terms of the parties' agreement in writing.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and covenants of the parties hereinafter set forth, they agree as follows:

1. Services to be performed by Contractor. The services to be performed are identified in the attached plans and specifications, referred to as Attachment "A" which by this reference is incorporated herein. In performing its work, the Contractor shall supply all necessary labor and materials to fully and completely finish the work called for herein.

2. Payment for Services. The total payment from the District to the Contractor for the work to be performed by the Contractor as described herein shall be **the total sum of \$ _____ plus applicable Washington State sales tax.** Payment of this said amount shall be due and owing within forty-five days of the completion of the work by the Contractor and acceptance by the District. Acceptance shall not be unreasonably withheld.

3. Commencement/Completion of Work. **The contractor shall commence its work for the District on or before _____ . All work called for herein shall be fully completed by the Contractor on or before _____ .**

4. Contractor Representations. The Contractor hereby represents and warrants to the District as follows:

A. Bonding Company and License No. The Contractor is fully licensed, bonded, and in good standing with the State of Washington.

- 1) It's Contractor License Number. with Washington State is _____
- 2) It is currently bonded with the following bonding company _____ to do business in the State of Washington
 - a) Bond No. _____.
 - b) This bond was issued on the ____, day of _____, 2022.
- 3) In addition to the above, the Contractor is required to provide a Performance Bond and Payment in accordance with the Prevailing Wage regulations prior to the commencement of work.

B. Evidence of Insurance. Prior to performing its construction work, the Contractor shall provide the District with written evidence of insurance covering public liability and property damage concerning the work to be performed. If the total amount of services to be performed by the Contractor exceeds five thousand and 00/100 dollars (\$5,000.00) the coverage limits for liability shall

be not less than as set forth on Attachment "B" entitled "Minimum Requirements for Certificates of Insurance" which by this reference is incorporated herein and made a part hereof.

In the event Attachment "B" is applicable hereto, the Contractor shall be obligated to comply with all terms and specifications set forth therein.

C. Hold Harmless Provision. The Contractor shall indemnify, defend, and hold harmless the District, its engineer, agents, and employees from any and all claims, demands, actions, and/or liabilities of every kind and nature as may be made and/or entered against the Districts, its engineer, their agents, and employees by reason of, or arising out of, the acts or omissions of the Contractor, its agents, or employees, including costs and attorney's fees incurred by the Districts and its agents and representatives in investigating and defending against any such claims in the event of failure of the Contractor to so defend as herein required.

D. Prevailing Wages. Concerning the work called for herein, the Contractor agrees to pay hourly wages to its laborers and workers in accordance with Washington law and specifically in accordance with RCW 39.12.020 dealing with the prevailing rates to be paid on public-works projects. The Contractor represents it is fully knowledgeable concerning the terms of RCW 39.12.020. The first invoice cannot be paid until the District has received the approved Intent to Pay Prevailing Wages. Retainage shall be 5% of each invoice. Retainage cannot be released until the Affidavit of Wages Paid is approved by the State and the Department of Revenue has approved the release of funds.

E. Performance of Work. The Contractor shall perform all work in a good, workmanlike and timely fashion. All materials used by the Contractor in its work shall be of a good or superior quality. In performing its work, the Contractor shall also act in accordance with all applicable local, state, and federal laws and regulations.

F. Warranty. The Contractor represents and warrants that all services and materials used by it in its services for the District shall be completely free of defects for a period of time lasting two (2) years from the date of completion. In the event any defects are discovered within the warranty time concerning the Contractor's services or materials used by it, the Contractor shall promptly cure any said defects.

G. Non-assignment of Obligations. The contractor is hereby prohibited from assigning or in any manner transferring its obligations under this contract to any third party or entity. The Contractor shall be personally responsible for performance of all work and obligations placed upon it hereunder. The person in charge of the Contractor's work hereunder shall be _____, and he/she shall make him or herself available to the District representative at all reasonable time for consultation.

H. District Inspection. Prior to commencing its work, the Contractor shall meet with the District representative(s) and these parties shall set forth an inspection schedule to be followed by the District in inspecting the Contractor's work while it is in progress. The contractor shall promptly report to the District, in writing, all errors and omissions it commits in performing the work.

5. Risk of Loss. Until the Contractor's work for the District has been fully completed and accepted by the District, all risk of loss concerning the project shall be borne by the Contractor.

6. Cooperation of Parties. The parties shall strive at all times to cooperate with one another in good faith so the terms and spirit of this agreement may be carried out in a good and timely manner.

7. Legal Action. In the event either party employs an attorney to enforce or defend any claim or cause of action arising out of or relating to this agreement, or any appeal therefrom, then and in any such event, the prevailing party shall be entitled to recover from the losing party, and the losing party shall pay, all of the prevailing parties reasonable costs and attorney fees therein incurred. The

venue and jurisdiction for any such action shall lie with the appropriate court in Kitsap County, Washington.

8. Complete Agreement. This agreement constitutes the full and complete agreement between the parties concerning the matters set forth herein. There are no other agreements, either written or verbal, in existence.

DATED this _____ day of _____, 2022.

WEST SOUND UTILITY DISTRICT:

Glen R. Screws, General Manager

CONTRACTOR:

ATTACHMENT "B"
MINIMUM REQUIREMENTS FOR
CERTIFICATES OF INSURANCE

COMMERCIAL GENERAL LIABILITY

Bodily Injury	\$500,000 each person
	\$2,000,000 each occurrence
Property Damage	\$2,000,000 each occurrence
	\$4,000,000 gen. aggregate
or	
Combined Single Limit	\$2,000,000 each occurrence
	\$4,000,000 gen. aggregate
Employers Liability	\$2,000,000 each accident
	\$1,000,000 each employee - disease
	\$1,000,000 policy limit - disease

AUTOMOBILE LIABILITY

Bodily Injury	\$500,000 each person
	\$2,000,000 each occurrence
Property Damage	\$2,000,000 each occurrence
or	
Combined Single Limit	\$2,000,000 each occurrence

WORKERS COMPENSATION

Limits	Statutory (show L & I ID #)
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Certificates shall be issued through insurance companies licensed to do business in the State of Washington pursuant to Title 48 RCW and who have a "Best's Insurance Guide" rating of not less than A+VII

Certificates of Insurance must be on file with the Districts prior to the start of any operations within the District.

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT whereas West Sound Utility District, Port Orchard, Washington a municipal corporation has awarded to:

(Contractor)

hereinafter designated as the “Principal”, a contract for work items, which contract consists of the Proposal/Agreement, together with the Contract Documents, Specifications, Addenda and Plans, all as hereto attached and made a part hereof, and more particularly described as:

and whereas said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, we the Principal and _____, a corporation, organized and existing under and by virtue of the laws of the State of Washington, and duly authorized to do business in the State of Washington as surety, are firmly bound unto West Sound Utility District in the sum of _____ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in said contract, and shall faithfully perform all the provisions of such contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, at the time and in the manner therein specified; and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work on his or their parts; and shall indemnify and save harmless the Owner's Engineer, its officers and agents, from any loss or damage occasioned to any person or property by reason of any careless or negligence on the part of said principal, or any subcontractor, in the performance of said contract or any modifications thereof; and shall further indemnify and save harmless West Sound Utility District, its officers and agents, from any damage or expense by reason of failure of performance as required by said contract, or any modifications thereof, or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of two years after acceptance thereof by West Sound Utility District, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alternations or additions to the terms of the contract or the work or to the specifications.

IN WITNESS THEREOF, the said Principal and the said surety caused this bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers, this _____ day of _____, 2022.

Principal

By _____

Title _____

ATTEST (If Corporation)

WITNESSES (If Individual or Partnership)

CORPORATE SEAL

By _____

Title _____

Address of local office and agent of Surety Company is:

**NON-COLLUSION AFFIDAVIT
(Contractor/Proposer)**

State of Washington)
) ss
County of Kitsap)

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to WSUD for consideration in the award of a Contract on the Project described as follows: _____
_____.

Name of Firm (Contractor)

Authorized Signature

Title
(Affix Corporate Seal)

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____, is the person who appeared before me, and said person acknowledged he signed this instrument, and on oath stated he was authorized to execute it on behalf of _____, a Washington _____; and he acknowledged it as the authorized signer of said _____, to be the free and voluntary act of such _____ for the uses and purposes mentioned in the instrument.

Dated: _____

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing in _____

My Commission Expires: _____

**NON-COLLUSION AFFIDAVIT
(Subcontractor)**

State of Washington)
) ss
County of Kitsap)

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to subcontract work in connection with the Project as specified in the proposal submitted by _____.

Name of Firm (Subcontractor)

Authorized Signature

Title
(Affix Corporate Seal)

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____, is the person who appeared before me, and said person acknowledged he signed this instrument, and on oath stated he was authorized to execute it on behalf of _____, a Washington _____; and he acknowledged it as the authorized signer of said _____, to be the free and voluntary act of such _____ for the uses and purposes mentioned in the instrument.

Dated: _____

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing in _____

My Commission Expires: _____

**WEST SOUND UTILITY DISTRICT
BID BOND FORM**

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

Sign Here: _____

BID BOND

Know all men by these presents, that we _____ as Principal and _____ as Surety, are held and firmly bound unto WSUD, as obligee in the penal sum of _____ dollars, for the payment of which the principal and the surety binds themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of the obligation is such that if the obligee shall make any award to the principal for _____, according to the terms of the proposal or bid made by the principal therefore, and the principal shall duly make and enter into a contract with the obligee in accordance with the terms of said proposal or bid award and shall give bond for faithful performance thereof, with surety or sureties approved by the obligee; or if the principal shall, in case of failure to do so, pay and forfeit to the obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the surety shall forthwith pay and forfeit to the obligee, as penalty and liquidated damages the amount of this bond.

Signed, sealed, and dated this _____ day of _____, 20_____.

Principal: _____

Surety: _____

Return of deposit in the amount of
\$ _____

Date: _____ By: _____

**SECTION III
ENGINEERS ESTIMATE**

EISENHOWER AVENUE WATER MAIN REPLACEMENT

THE BID PRICE DOES NOT INCLUDE STATE SALES TAX.

Bid Item	Standard Item Description	Quantity	Unit of Measure	Unit Price	Amount
1	Mobilization (10%)	1	LS	\$29,500.00	\$ 29,500.00
2	ESC Lead	1	LS	\$3,000.00	\$3,000.00
3	Temporary Traffic control	1	LS	\$5,000.00	\$5,000.00
4	Saw cut Asphalt Pavement	1,796	L.F.	\$5.00	\$8,980.00
5	Shoring or Extra Excavation, class B	5,084	S.F	\$3.00	\$15,252.00
6	Connection to 8" Water Main	2	LS	\$5,000.00	\$10,000.00
7	8" D.I. Bend - 11.25	3	EACH	\$700.00	\$2,100.00
8	8" D.I. Bend - 22.5	1	EACH	\$725.00	\$725.00
9	8" D.I. Bend - 45	3	EACH	\$750.00	\$2,250.00
10	8" D.I. Bend - 90	1	EACH	\$800.00	\$800.00
11	8" D.I. Spool	2	EACH	\$2,500.00	\$5,000.00
12	8" D.I. Tee	2	EACH	\$2,500.00	\$5,000.00
13	8" D.I. Water main	1,195	EACH	\$100.00	\$119,500.00
14	8" Gate Valve	7	EACH	\$2,100.00	\$14,700.00
15	Crushed Surface Base Course	44	TON	\$52.00	\$2,288.00
16	Crushed Surfacing Top Course	66	TON	\$56.00	\$3,696.00
17	HMA	124	TON	\$190.00	\$23,560.00
18	Pipe Zone Bedding	406	TON	\$40.00	\$16,240.00
19	Gravel Backfill	569	TON	\$40.00	\$22,760.00
20	Re-Connecting Existing Hydrant	1	EACH	\$3,500.00	\$3,500.00
21	Re-Connecting service meter ¾	24	EACH	\$350.00	\$8,400.00
22	New Service meter ¾	1	EACH	\$1,000.00	\$1,000.00
23	Abandon Existing Water Main	1	EACH	\$16,400.00	\$16,400.00
24	Cut and Cap Existing AC Main	2	EACH	\$500.00	\$1,000.00
25	Landscape/Vegetation Restoration	1	LS	\$5,000.00	\$5,000.00
			BID ITEM TOTAL		\$325,651.00

EISENHOWER AVENUE WATER MAIN REPLACEMENT BID ITEMS

GENERAL: All work and material shall be in conformance with West Sound Utility District's Developer Extension Manual (DEM). Where the DEM is silent on specific construction requirements the contractor shall refer to the local jurisdiction (City or County) design and construction standards or to the *2020 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction* (Standard Specs).

The intent of the Bid Items is to provide a complete Work. All labor, materials, tools, equipment, transportation, supplies, and incidentals to complete the Work, which are not specifically identified in the below Bid Items, shall be deemed incidental to the Work and included in the unit prices of the Bid Items below.

BID ITEM 1: Mobilization. This lump sum unit price shall include full payment for all work and expenses incurred prior to the initial 10% of the Contract amount from the other bid items being earned. This bid item shall be paid in conformance with section 1-09.7 of the Standard Specs

BID ITEM 2: ESC Lead. This Lump Sum unit price shall include full payment for all costs associated with providing a full-time, certified person, for the life of the project, to prepare, manage, and monitor a Temporary Erosion and Sediment Control Plan (TESC) as required by the contractor's means and methods. The ESC Lead shall assure that the contractor's activities comply with local regulations related to erosion and sediment control and that all BMP's used for that purpose are properly installed and maintained. The ESC Lead shall have and maintain a current Certificate of Training in Construction Site Erosion and Sediment Control from a course approved by the Washington State Department of Ecology and shall be listed on the project's emergency contact list.

BID ITEM 3: Project Temporary Traffic Control. This Lump Sum unit price shall include full payment for all work, including labor, material, and equipment, required to provide traffic control in conformance with state and local requirements as dictated by the contractor's means and methods. Whenever traffic control operations are being performed a certified traffic control lead and certified flaggers (as required) shall be on site. Project Temporary Traffic Control shall be performed in compliance with section 1-10 of the Standard Spec and the current version of the *Manual for Uniform Traffic Control Devices for Streets and Highways* (MUTCD).

BID ITEM 4: Sawcut Asphalt Pavement. This unit price per lineal foot shall include full payment for all work, including labor, material, and equipment, for cutting existing asphalt pavement as required to complete the Work. Saw cuts shall be clean, vertical, and located as indicated in the project plans. If the contractor's operations cause damage to a cut edge, prior to final pavement restoration, the damaged portion shall be re-cut, at no additional expense to the WSUD, to the satisfaction of the local agency and/or WSUD. If allowed by the local agency, asphalt planing equipment may be used in lieu of saw cutting provided that a clean vertical edge remains.

BID ITEM 5: Shoring or Extra Excavation, Class B. This Lump Sum unit price shall include full payment for all work, including labor, material, and equipment, required to meet applicable safety measures in conformance with WAC 296-155 Part N. The lump sum bid item shall include full pay for all excavation, backfill, compaction, and other Work required when extra excavation is used in lieu of shoring and that work falls outside the limits of the WSUD standard trench detail.

BID ITEM 6: Connection to 8-inch Water main. This lump sum price shall include full payment for all work, including labor, material, and equipment, for providing and installing the connection to the existing water main. The connection shall include pot-holing, excavation, hauling and disposing of asphalt and excess material. Included in this Bid Item is the reconnection of the existing water main to the new water main, swabbing new pipe lengths, and testing. Additionally, this work shall include safety training, personnel monitoring, protective clothing, equipment, disposable materials, equipment decontamination, cleanup, and testing as needed to comply with applicable Federal, State, and Local laws, regulations and ordinances to perform the work and for the proper disposal of asbestos contaminated material (ACM) required for cutting of the 8-inch Asbestos Concrete (Transite) pipe. This Bid Item and includes the installation of appropriate thrust restraints and any placement and removal of temporary cold patch. Traffic control is included in Bid Item 3.

BID ITEM 7: 8-inch DI Bend – 11¼°. This unit price per each shall include full payment for all work, including labor, material, and equipment for the trench excavation, installation, testing of the 8-inch diameter bend, thrust blocks, restraints, appurtenances, placement and compaction of native or import material, and hauling and disposing excess native material. Traffic control is included in Bid Item 3.

BID ITEM 8: 8-inch DI Bend – 22½°. This unit price per each shall include full payment for all work, including labor, material, and equipment for the trench excavation, installation, testing of the 8-inch diameter bend, thrust blocks, restraints, appurtenances, placement and compaction of native or import material, and hauling and disposing excess native material. Traffic control is included in Bid Item 3.

BID ITEM 9: 8-inch DI Bend – 45°. This unit price per each shall include full payment for all work, including labor, material, and equipment for the trench excavation, installation, testing of the 8-inch diameter bend, thrust blocks, restraints, appurtenances, placement and compaction of native or import material, and hauling and disposing excess native material. Traffic control is included in Bid Item 3.

BID ITEM 10: 8-inch DI Bend – 90°. This unit price per each shall include full payment for all work, including labor, material, and equipment for the trench excavation, installation, testing of the 8-inch diameter bend, thrust blocks, restraints, appurtenances, placement and compaction of native or import material, and hauling and disposing excess native material. Traffic control is included in Bid Item 3.

BID ITEM 11: 8-inch DI Spool. This unit price per each shall include full payment for all work, including labor, material, and equipment for providing and installing the 8-inch DI Spool and appurtenances as shown on the project plans. Included in this Bid Item is trench excavation, installation, testing of the spool, thrust blocks, restraints, appurtenances, placement and compaction of native or import material, and hauling and disposing excess native material. Traffic

control is included in Bid Item 3.

Contractor shall be responsible for confirming the length of each spool based on the supplied bends and fittings. Location of adjacent bends, fittings, and other appurtenances shall be maintained within 0.5' of their designed station and offset. In lieu of a factory prepared spool, the contractor may supply two (2) MJ x FL adapters and an appropriate length of DI pipe for the Lump Sum price.

BID ITEM 12: 8-inch DI Tee. This unit price per each shall include full payment for all work, including labor, material, and equipment, for providing and installing the tee. Included in this Bid Item is trench excavation, installation, testing of the tee, thrust blocks, restraints, appurtenances, placement and compaction of native or import material, and hauling and disposing excess native material. Traffic control is included in Bid Item 3.

BID ITEM 13: 8-inch DI Water Main. This unit price per lineal foot shall include full payment for all work, including labor, material, and equipment, for providing and installing the 8-inch DI Water Main pipe. Ductile iron pipe shall be thickness Class 52 and shall conform to standards of ANSI Standard A21.51 (AWWA C-151) in conformance with the DEM. Included in this Bid Item is trench excavation, installation, testing of the pipe, thrust blocks, restraints, appurtenances, placement and compaction of native or import material, and hauling and disposing excess native material. Traffic control is included in Bid Item 3. Shoring or extra excavation is included in Bid Item 5

BID ITEM 14: 8-Inch Gate Valve. This unit price per each shall include full payment for all work, including labor, material, and equipment for providing and installing the 8-inch rising stem gate valve and appurtenances as shown on the project plans and in the DEM. Included in this Bid Item is trench excavation, installation, testing of the tee, thrust blocks, restraints, appurtenances, fill and compaction of native or import material, and hauling and disposing excess native material not covered in other bid items. Traffic control is included in Bid Item 3.

BID ITEM 15: Crushed Surfacing Base Course. This unit price per ton shall include full payment for all work, including labor, material, and equipment for hauling, installing, and compacting of crushed surfacing base course for the repair of paved surfaces. Crushed surfacing base course shall conform to WSDOT 9-03.9(3). The cost of removing any unsatisfactory native material is included in this Bid Item.

BID ITEM 16: Crushed Surfacing Top Course. This unit price per ton shall include full payment for all work, including labor, material, and equipment for hauling, installing, and compacting of crushed surfacing top course for the repair of paved surfaces. Crushed surfacing top course shall conform to WSDOT 9-03.9(3). The cost of removing any unsatisfactory native material is included in this Bid Item.

BID ITEM 17: Hot Mix Asphalt. The unit price per ton shall include full payment for all work, including labor, material, and equipment for hauling, installing, and compaction of the Class ½ inch PG 64-22 asphalt for trench restoration. The cost of tack coating the edges of the trenches, butt joint, and sealing joints with hot emulsified asphalt is included in this Bid Item. Traffic control is included in Bid Item 3.

BID ITEM 18: Pipe Zone Bedding. This unit price per ton shall include full payment for all work, including labor, material, and equipment for hauling, installing, and compacting of imported material. The cost of removing the unsatisfactory native material is included in this Bid Item. Gravel backfill shall conform to WSDOT 9-03.12(3) except that the maximum dimension of the granular material shall be $\frac{3}{4}$ inch not $1\frac{1}{2}$ inches. No import material shall be purchased and/or brought to the site without the specific approval by WSUD.

BID ITEM 19: Gravel Backfill. This unit price per ton shall include full payment for all work, including labor, material, and equipment for hauling, installing, and compacting of imported material. The cost of removing the unsatisfactory native material is included in this Bid Item. Gravel backfill shall conform to WSDOT 9-03.14(1). No import material shall be purchased and/or brought to the site without the specific approval by WSUD.

BID ITEM 20: Re-connect Existing Hydrant. This unit price per each shall include full payment for all work, including labor, material, and equipment, for connecting an existing fire hydrant to the new water main. The bid item shall include 8x6 water main tee, 6-inch gate valve, restraints, 6-inch DI pipe, and all appurtenances, testing, and incidental work required to connect the existing fire hydrant to the new water main as indicated on the project drawings.

BID ITEM 21: Re-connect Service Meter, $\frac{3}{4}$ ". This unit price per each shall include full payment for all work, including labor, material, and equipment, for providing and installing new PE service pipe from the new water main to the existing meter setter. All work shall be in conformance with the DEM. Contractor to be responsible for coordination with WSUD and the property owner regarding service interruption.

BID ITEM 22: New Service Meter, $\frac{3}{4}$ ". This unit price per each shall include full payment for all work, including labor, material, and equipment, required to supply and install a new $\frac{3}{4}$ " water service meter. The bid item shall also include a new service pipe and connection to the existing structure on the customer side of the meter. Contractor shall be responsible for all necessary permitting and coordination with the property owner and WSUD to supply a new service line between the meter and the structure. All work shall be in conformance with the DEM and local regulations.

BID ITEM 23: Abandon Existing Water Mains. This Lump Sum unit price shall include full payment for all work, including labor, material, and equipment, to abandon or remove all existing water mains taken out of service by this project.

It is anticipated that this work will entail capping and/or plugging of the exposed ends of the pipe, but may also entail removal and disposal, or other means, in conformance with federal, state, and local requirements.

BID ITEM 24: Cut and Cap Existing AC Water Main. This unit price per each shall include full payment for all work, including labor, material, and equipment, for cutting the existing 8-inch Asbestos Concrete (Transite) pipe. This work shall include potholing, excavation, hauling and disposing of asphalt and excess material. Additionally, this work shall include safety training, personnel monitoring, protective clothing, equipment, disposable materials, equipment decontamination, cleanup, and testing as needed to comply with applicable Federal, State, and Local laws, regulations and ordinances to perform the work and for the proper disposal of asbestos

contaminated material (ACM). This Bid Item requires and includes the installation of the cap, thrust restraint, traffic control, and any placement and removal of temporary cold patch.

BID ITEM 25: Landscape/Vegetation Restoration. This lump sum price shall include full payment for all work, including labor, material, and equipment, to restore gravel shoulders, landscaping, signs, mailboxes and other appurtenances along the project site that have been impacted by construction.

SECTION IV GENERAL PROVISIONS

4-01 TIME FOR COMMENCEMENT AND COMPLETION: The Contractor shall notify West Sound Utility District 48-hours prior to the time of commencement of his work and the work shall be commenced and completed as set forth in the Contract.

4-02 CLAIMS FOR DAMAGE: The Contractor shall not be entitled to any claim or damages on account of hindrance or delays from any cause whatsoever; but if occasioned by causes beyond the control of the Contractor, or by any act or omission on the part of the Purchaser, such act, hindrance, or delay may entitle the Contractor to an extension of time in which to complete the work, provided that the Contractor gives notice in writing stating the cause of such act, hindrance or delay within two (2) days after its occurrence.

4-03 INSURANCE REQUIREMENTS:

Public Liability and Property Damage Insurance

General Requirements

1.1 The Contractor shall obtain and keep in force during the term of the contract, Commercial General Liability and Automobile liability insurance policies with insurance companies which have an A.M. Best's rating of A-: VII or better and who are approved by the Insurance Commissioner of the State of Washington pursuant to Title 48 RCW. All insurance coverage required by these specifications shall be written and provided by "occurrence-based" policy forms rather than "claims made" forms.

1.2 Prior to the execution of the contract, the Contractor shall purchase and maintain during the term of this project a Commercial General Liability insurance and Automobile insurance policies meeting the requirements set forth herein. The Contractor shall file with the District **either** a certified copy of all policies **with endorsements attached**, or a certificate of insurance **with endorsements attached** as are necessary to comply with these specifications. Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract and of any and all District obligations, regarding same.

1.3 The Contractor shall not begin work under the contract or under any special condition until all required insurances have been obtained and until such insurances have been **approved by the District**. The insurance shall provide coverage for the Contractor, the Contractor's agents and employees, subcontractors, and the District. The coverage so provided shall protect against claims from bodily injuries, including accidental death, as well as claims for property damage which may arise from any act or omission of the Contractor, the Contractor's agents and employees, subcontractors, or by anyone directly or indirectly employed by either of them.

1.4 The insurance policies shall specifically name the District, its elected and appointed officials, officers, employees, agents and volunteers as additional insureds with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the Contractor; (b) products and completed operations of the Contractor, and (c) premises owned, leased or used by the Contractor. The insurance shall be maintained in full force and effect at the Contractor's

expense throughout the term of the contract. Products and completed operations coverage shall be maintained for a minimum of three years after completion of the project.

1.5 The District shall be given at least 45 days written notice of any cancellation, nonrenewal, material reduction, or modification of coverage. Such notice shall be by *certified mail* to the District.

1.6 The coverages provided by the Contractor's insurance policies shall be primary to any insurance maintained by the District, except as respects losses attributable to the sole negligence of the District or otherwise limited in accord with the provisions of RCW 4.24.115. Any insurance that might cover this contract that is maintained by the District shall be in excess of the Contractor's insurance and shall not contribute with the Contractor's insurance.

1.7 The Contractor's insurance policies shall protect each insured in the same manner as though a separate policy had been issued to each. The inclusion of more than one insured shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured. However this provision shall not increase the limits of the insurer's liability.

1.8 The General Aggregate provision of the Contractor's insurance policies shall be amended by endorsement to show that the General Aggregate Limit of the policies applies separately to this project.

1.9 The Contractor's insurance policies shall not contain deductibles or self-insured retentions in excess of \$10,000 unless approved by the District.

1.10 The Contractor's insurance policies shall contain a provision that the District has no obligation to report events which might give rise to a claim until a claim has been filed with the District's Board of Commissioners.

1.11 Types and Limits of Insurance Required:

Commercial General Liability

- \$2,000,000 each occurrence Bodily Injury and Property Damage liability
- \$2,000,000 annual aggregate
- Employees and volunteers as Additional Insureds
- Premises and operations
- Broad form property damage including underground, explosion and collapse hazards (XCU)
- Products completed operations (shall be maintained for at least three years after completion.)
- Blanket contractual
- Subcontractors
- Personal injury with employee exclusion deleted
- Employers liability (Stop gap)

Automobile Liability

- \$2,000,000 per accident bodily injury and property damage liability, including
- Any owned automobile
- Hired automobiles
- Non-owned automobile

Umbrella Liability (applicable to both the Commercial General and Auto Liability coverage and employers liability, provided this requirement may be satisfied through the Contractor's primary commercial general and auto liability coverage, or any combination thereof.

- \$2,000,000 per occurrence
- \$2,000,000 aggregate

1.12 Providing coverages in the stated amounts shall not be construed to relieve the Contractor from liability in excess of such limits.

1.13 The Contractor shall have its insurance agent/representative complete the Insurance Coverage Questionnaire contained in the proposal and attach it to the certificate of insurance for District's approval.

1.14 The Contractor shall maintain Workers Compensation insurance and/or Longshore and Harbor Workers insurance (or Jones Act coverage for all employees eligible for same) as required by state or federal statute for all of the Contractor's employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide workers compensation insurance and/or longshore and harbor workers insurance (or Jones Act coverage) for all of the subcontractor's employees to be engaged in such work. The Contractor's Department of Labor & Industries account number shall be noted on the certificate of insurance. In the event any class of employees engaged in the work under this contract is not covered under Workers Compensation insurance or Longshore and Harbor Workers insurance (or Jones Act coverage) as required by state and federal statute, the Contractor shall maintain and cause each subcontractor to maintain, Employers Liability insurance for limits of at least \$1,000,000 for each employee for disease or accident, and shall furnish the District with satisfactory evidence of such.

1.15 The Contractor shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. The services of District employees or the engineer's personnel in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding, or trenching, or safety measures in, on, or near the construction site. The Contractor shall provide safe access for the District and its inspectors to adequately inspect the quality of work and the conformance with project specifications.

1.16 The Contractor shall be solely and completely responsible to perform all work and furnish all materials in strict compliance with all applicable state, city, county and federal laws, regulations, ordinances, orders and codes. The Contractor's attention is directed to the requirements of the Washington Industrial Safety and Health Act (WISHA), Chapter 49.17 RCW.

1.17 The District will make no progress payments until the Contractor has fully

complied with this section. This remedy is not exclusive and the District may take such other action as is available under other provisions of this contract, or otherwise in law.

1.18 The contractual coverage of the Contractor's policy shall be sufficiently broad enough to insure the provisions of the HOLD HARMLESS AND INDEMNIFICATION AGREEMENT of this contract.

1.19 Nothing contained in these insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from the Contractor's operations under this contract.

SUBCONTRACTORS

The Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed above. Upon request of the District, the Contractor shall provide evidence of such insurance.

EVIDENCE OF INSURANCE

The Contractor shall provide to the District a certificate(s) of insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed contract to the District for the work. The certificate and endorsements shall conform to the following requirements:

1. An Acord certificate or a form determined by the District to be equivalent. The certificate or an endorsement form shall indicate the Contractor's insurance is primary and non-contributory.
2. The Contractor shall obtain endorsement forms CG 20 10 10 01 and CG 20 37 10 01, or the equivalent of each, naming the District and all other parties listed herein as Additional Insured(s) and providing the policy number. If the Contractor is unsuccessful in securing these endorsements after exerting commercially reasonable efforts, the Contractor shall obtain other endorsements providing equivalent coverage to the Additional Insured, subject to the review and approval of such other endorsement forms by the District. A statement of additional insured status on an Acord certificate of insurance shall not satisfy this requirement. Commercially reasonable efforts shall be evidenced by a signed statement by the Contractor's insurance broker certifying the endorsement forms required by the District are not available and the endorsements submitted provide equivalent coverage to the Additional Insured.
3. Any other amendatory endorsements to show the coverage required herein.

NOTE: THIS QUESTIONNAIRE MUST BE COMPLETED AND ATTACHED TO CERTIFICATE OF INSURANCE AND POLICY ENDORSEMENT.

Insurance Coverage Questionnaire

For _____
 (Name of Insured)

Project Number _____

Project Owner _____

Are the following coverages &/or conditions in effect?		
	Yes	No
The Policy form is ISO Commercial General Liability (CGL) form CG 00 01 of CG 00 02 (circle one). If No, attach a copy of the policy with required coverages clearly identified.		
(CGL) Ongoing Operations coverage (similar to CG 20 10 10 01, CG 2010 07 04, or equivalent)		
(CGL) Products and Completed operations coverage (similar to CG 20 37 07 04, CG 20 37 07 04, or equivalent)		
Personal Injury Liability Coverage. (with employee exclusion deleted)		
Broad Form Property Damage with X, C, U Hazards included		
Blanket Contractual Liability coverage applying to this contract		
Employers Liability - Stop Gap		

Deductibles or SIRs: GL _____ AL _____ Excess _____

Insurer' Best Rating GL _____ AL _____ Excess _____

This Questionnaire is issued as a matter of information. This questionnaire is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

 Agency/Broker

 Completed by (type)

 Address

 Completed by (Signature)

 Name of Person to contact

 Telephone Number

4-04 PAYMENTS: The Contractor shall submit monthly invoices to the District at the end of the month for the work accomplished during that month. Payments will be made no later than thirty (30) calendar days upon acceptance and District approval of the Contractor's invoice. Partial payments will be made on the basis of monthly estimates certified by the Contractor and approved by the District.

The first payment cannot be made until the Contractor submits the Intent to Pay Prevailing Wages, as approved by the State Department of Labor and Industries, to the District.

a. Retention of Public Works Contracts: Five percent (5%) of all monies earned by the Contractor on estimates during the progress of the work shall be retained by the District. Said funds shall not be released until the expiration date of thirty (30) days after the acceptance of the completed contract and the receipt of a certificate from the proper authorities. The Contractor shall certify that there are no unsatisfied liens against the fund. Certificates shall be obtained from the State Tax Commission, and any suppliers of labor, material, or equipment as requested by the District. Prior to release of retainage, the Contractor shall provide the following:

Affidavit of Wages Paid from Department of Labor

Certificate from the Department of Revenue that all taxes and penalties are paid.

Certificate from Contractor that all suppliers and subcontractors have been paid and that there are no liens against the project.

4-05 INTERPRETATIONS OF DOCUMENTS: The documents forming the contract are complementary, and what is called for in one shall be binding as if it were called for by all. They are intended to include all detail of labor and material reasonably necessary for the proper execution of the work. Should there be any discrepancy between the specifications and plans, the specifications shall have precedence.

4-06 CONFORMITY TO PLANS AND SPECIFICATIONS: The work shall be done in strict conformity to the plans and specifications.

4-07 LABOR AND MATERIALS:

a. The intent of the plans and specifications is to provide for the construction and completion of every detail of the work described therein. It is understood that the Contractor for all and any part will furnish all labor and materials, tools, equipment, transportation, and necessary supplies, such as may be reasonably required to execute the contract in a satisfactory and workmanlike manner in accordance with the plans, specifications, and terms of the contract.

b. Unless otherwise specified, all materials shall be new. All materials shall be one of the several kinds called for; as it is intended that only the best methods and materials, as recognized by usage in first-class work, shall be used. All workmanship shall be of the highest quality in every particular.

4-08 PROTECTION OF LIFE AND PROPERTY, AND INDEMNITY AGREEMENT:

a. Responsibility for the protection of the work, the workers, all public utilities, the public at large, and traffic in general against damage and injury chargeable to the construction or any circumstances, conditions, or negligence in connection therewith, shall rest with the Contractor and he shall be liable therefore. The Contractor shall erect and maintain good and sufficient guards, barricades, signs, lights, and signals at all unsafe places at or near the work, and shall do all other things necessary to prevent accident or loss of any kind as a result of his operations.

b. The Contractor covenants that he will indemnify the Purchaser from any loss, damage, cost, charge, or expense whether to persons or property to which the Purchaser may have been put by reason of any act, action, neglect, omission, or default on the part of the Contractor. The Contractor hereby covenants to assume the defense thereof and to pay any and all judgments that may be incurred by or obtained against the Purchaser.

4-09 LINES AND GRADES: The Contractor shall be responsible for setting and maintaining the lines and grades of the new construction. The Purchaser will mark the centerline of the water main.

4-10 SITE PREPARATION: All preparations necessary to expedite completion of the work are the responsibility of the Contractor.

4-11 SUPERINTENDENCE: The Contractor, during the progress of work, shall keep a competent representative on the work site at all times. Said representative shall be designated in writing to the Purchaser and shall be fully responsible for decisions. Should such representative have cause to be absent from the job for a period greater than four (4) hours, he shall designate an assistant and so inform the Purchaser.

4-12 CHANGES IN WORK AND EXTRA WORK: The right is reserved without impairing the contract, to order the performance of such extra work of a class not contemplated in the proposal, as may be considered necessary to complete fully and satisfactorily the work included in the contract. Such changes and extra work shall be done in accordance with the Contract Documents insofar as the contract documents are applicable and shall be paid for as provided for herein. Payments for extra work will be made at unit price bid, if applicable, or at cost plus fifteen percent (15%). The Contractor shall not commence or perform any extra work for which he expects extra compensation until such work has been ordered in writing by the Purchaser. All claims for extra work must be approved by the Purchaser in writing at the completion of such work.

4-13 CONTRACTOR RESPONSIBILITY FOR WORK DONE: The Contractor shall furnish for the price bid all skill, labor, and materials required for the complete performance of the contract, and shall fully complete the work in accordance with the plans and specifications. He shall be responsible for the entire contract and shall maintain the same during construction and until final acceptance of the entire improvement by the Purchaser. He shall also replace and make good any and all defective materials or workmanship in any part of the work or equipment covered by this contract if discovered within two (2) years following acceptance of the work. The performance bond furnished shall guarantee such replacement and repair and shall save harmless and indemnify the Purchaser from such defective materials or workmanship for a period of two (2) years following the acceptance of the work.

4-14 ASSIGNMENT OF CONTRACT AND SUBLETTING:

a. The Contractor shall not assign this contract or any part thereof, or monies due or to become due thereunder without the prior written approval of the Purchaser. The Contractor shall not sublet any part of this contract without having first obtained the written consent of the Purchaser to do so. In case such consent be given, it shall in no way release the Contractor

from any responsibility, but he shall be held in all respects accountable for the same as if no consent had been given. The Contractor will be required to give his personal attention to the work which is sublet.

b. The approval by the Purchaser of the award of a subcontract shall not create any contractual relations between the subcontractor and the Purchaser. The Contractor shall bind the subcontractors to the terms and conditions of the contract documents insofar as the terms thereof may control the work included in the subcontract. No award of a subcontract to any subcontractor who, in the judgment of the Purchaser, is incompetent or unfit, will be approved by the Purchaser.

4-15 CLEANING UP: From time to time as may be ordered by the Purchaser, the Contractor shall, at his own expense, clean up and remove all refuse and unused materials of any kind resulting from the work.

If such work is not performed within twenty-four (24) hours after receipt of notice from the Purchaser, the work may be done by the Purchaser and the cost thereof charged to the Contractor and deducted from his final estimate. The Contractor shall leave the premises in a clean and orderly condition on fulfilling the contract.

4-16 TERMINATION FOR BREACH: Should the Contractor, at any time, refuse, or neglect to supply a sufficient number of properly skilled workmen or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements therein contained, the Purchaser may, at its option and after giving ten (10) days notice in writing to the Contractor, provide such sufficiency of labor or materials and deduct the cost thereof from any monies due or thereafter to become due under this contract.

In the event of such refusal, neglect or failure, or if the Contractor abandons the work undertaken under this contract, the Purchaser may, at its option, transfer the employment for said work from the Contractor to the surety. Written notice of such transfer of employment shall be given to the Contractor and to his surety or his surety's representative, except that no notice need be given a Contractor who has abandoned work. Upon receipt of such notice, such surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this contract and employ, by contract or otherwise, any person or persons to finish the work and provide the materials therefore, without termination of the continuing full force and effect of this contract. In case of such transfer of employment to such surety, that surety shall be paid in its own name on estimates covering work subsequently performed under the terms on this contract and according to the terms hereof without any right of the Contractor to make any claim for the same or any part thereof.

In lieu of the foregoing, if the Purchaser so elects, it may terminate the employment of the Contractor for said work and enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this contract and employ, by contract or otherwise, a person or persons to finish the work and provide the material therefore. In case of discontinuance of employment by the Purchaser as aforesaid, the Contractor shall not be entitled to receive any further balance of the amount to be paid under this contract until the work shall be fully finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expenses incurred by the Purchaser in finishing the work and all damages sustained or which may be sustained by the Purchaser by reason of such refusal,

neglect, failure, or discontinuance of employment, such excess shall be paid by the Purchaser to the Contractor and his surety. However, if such costs exceed the amount of the unpaid balance to be paid under this contract, the Contractor and his surety shall be jointly and severally liable therefore to the Purchaser and shall pass the difference to the Purchaser.

4-17 SCOPE OF PLANS AND SPECIFICATIONS: It is the intent of these specifications to describe the project complete in every respect. Any work that may have been accidentally implied, shall be furnished by the Contractor the same as if it had been specifically stated. In accepting this contract, he shall assume responsibility for methods of performing and installing the work.

4-18 PREVAILING WAGES: The Contractor agrees that the hourly minimum rate of wage which may be paid to laborers, workmen, or mechanics in each trade or occupation required by the Contractor, subcontractor, or other person doing or contracting to do the whole or any part of said work, shall not be less than the prevailing rate of wage.

Prevailing Wage Rates for Kitsap County can be found on the Department of Labor & Industries prevailing wage rates pages at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates>. Please be aware of the following:

- a. wage publication date to use is March 7, 2022 rates.;
- b. a copy of the applicable wage rates is available for viewing at West Sound Utility District offices; and,
- c. West Sound Utility District will mail a hard copy of the applicable wage rates upon request.

The Contractor further agrees to comply with the provisions of RCW. 39.12, and in particular, to comply with the procedure for complying with said laws as set forth in the Information Bulletin dated July 19, 1965, revised January 1966 as issued by the Department of Labor and Industries of the State of Washington and any amendment or supplements thereto.

The Contractor, on or before the date of commencement of work, shall file a certificate and statement, verified by oath by the Contractor or subcontractor as the case may be, that he has read such a statement and certificate subscribed by him and knows the contents thereof, and that the same is true of his knowledge, said certificate and statement to be filed with the Purchaser and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen, or mechanics employed upon the work by the Contractor or subcontractor, which shall not be less than the prevailing rate of wage. Such statement and any supplemental statements which may be necessary shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

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

West Sound Utility District retains the right to audit the Contractor's records.

**SECTION V
GENERAL SPECIFICATIONS**

5-01 PERMITS: The Contractor will obtain the necessary right of way permits.

5-02 TAXES: The Contract Sum and any agreed variations therefrom shall include all Federal, State, and local taxes imposed by law, except for the Washington State Sales Tax, which shall be shown separately from the contract sum. Storm water facilities and paving of streets are expected to be exempt from sales tax.

5-03 MATERIALS: All materials called for shall be erected or applied in accordance with the manufacturer's instructions.

5-04 TYPICAL DETAILS: Where details are shown covering "special conditions", these details also apply to all "similar conditions" not specifically detailed.

5-05 SCHEDULES AND REPORTS: The Contractor shall furnish the following schedule to the Purchaser within ten (10) days from the signing of the contract.

- a. Schedule of all subcontractors to be used by the general contractor on this project.
- b. Department of Labor and Industries "Statement of Intent to Pay Prevailing Wages on Public Works Contract".
- c. Schedule of all materials, supplies, and labor contracts and the amounts for the same.
- d. Schedule of proposed work progress by calendar day.
- e. Upon completion of the project, execute required documents of certification of state and local government agencies as required by law for public works contracts.

5-06 PUBLIC SAFETY: The general contractor shall be responsible for his subcontractors in all respects insofar as this project is concerned. The Contractor shall be responsible for the erection and maintenance of good and sufficient guards, barricades, signs, lights, and signals at all unsafe places at or near the work, as set forth in the general specifications and in such a manner that access to all stores and other businesses affected shall not be impaired. The Purchaser's desires in this matter shall be followed.

5-07 USE AND OCCUPANCY: As much as possible, access to the homes along the road shall not be interfered with and the Contractor shall cooperate in making this possible. The road shall be accessible each day after the Contractor has concluded his daily work.

5-08 EXPEDITING OF WORK: The Contractor shall be responsible for expediting all phases of the work. Maintenance of all construction schedules as submitted by the contractor is most important for completion of the job on time.

**EISENHOWER WATER MAIN REPLACEMENT
SPECIAL SPECIFICATIONS**

6-01 INTENT: The intent of this contract is to upgrade existing water mains with little impact to customers, property owners and without hindrance to the contractor. Access to the homes is an important aspect of this contract. All work shall be in conformance with the West Sound Utility District standards.

6-02 QUALITY ASSURANCE: The Purchaser shall have an inspector on site to inspect the work as it progresses. No thrust block or valve will be buried until the Purchaser has inspected that portion of the work. All fill shall be compacted to 95% of the optimum density. The Purchaser shall be responsible for hiring the testing laboratory.

The Contractor is required to remove and replace any work found deficient or not complying with the requirements of the plans and specifications, at no additional cost to the Purchaser.

6-03 SAFETY: The Contractor is required to comply with all rules and regulations of the County, and State authorities regarding job safety and traffic control. Extreme care shall be taken by the Contractor to avoid accidents caused by trench excavations and also by traffic along the pipe route.

The work in is a residential area. The construction site shall be marked in such a way as to warn the public away from the trench and construction area.

6-04 TRAFFIC CONTROL: The Contractor is required to post traffic warning signs during construction. The traffic flow shall be delineated with traffic safety cones. No trench shall remain open over night without the consent of the Purchaser.

6-05 ASPHALT CUTTING: Existing asphalt surfaces shall be cut to have straight edges for the final patch.

6-06 UTILITIES: The Contractor can anticipate gas mains, electrical power lines, telephone cables, water mains, sewer mains, storm drains, and connections of these utilities to the adjacent properties. If these utilities are damaged, the Contractor shall have them repaired immediately at no expense to the Purchaser.

Clamps and couplings for water and sewer utilities shall be approved by the Purchaser prior to the Contractor using them for repairs.

PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL CALL FOR UTILITY LOCATION.

PREVAILING WAGE PROCEDURES

Public Works construction contracts require compliance with the Prevailing Wage Laws. All contractors are encouraged to call the Department of Labor and Industries at (360) 902-5334 to obtain the required forms and to seek specific information.

The following are required:

1. The contractor shall provide the original Intent to Pay Prevailing Wages, which has been approved by L&I, before any progress payment is paid. This requires prompt submittal of the contractor's and subcontractor's forms to L&I.
RCW 39.12.040
2. Each progress payment submitted to the Purchaser shall have a statement from the contractor that the prevailing wages have been paid in accordance with the pre-filed Intent to Pay Prevailing Wages.
RCW 39.12.040
3. At the conclusion of the contract, the contractor shall provide to the Purchaser the original and L&I approved Affidavits of Wages Paid from the contractor and the subcontractors. The Purchaser will not release retainage until all approved Affidavits are received and the Department of Revenue has authorized release of retainage.
RCW 39.12.040