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complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, C-TRAN will make an inspection to determine whether the Work or designated portion thereof is substantially complete to assist the Contractor in completing the Work. If C-TRAN's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by C-TRAN. The Contractor shall then submit a request for another inspection by C-TRAN to determine Substantial Completion. The cost of this and any additional inspections shall be at Contractor's expense in accordance with Subsection 5.14.9 below. When the Work or designated portion thereof is substantially complete, C-TRAN will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of C-TRAN and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of acceptance by the Board of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to C-TRAN and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

The Owner will make one Punch List check and perform one back check of the Punch List. Such inspection meetings may be required because of:

1. Failure on the part of Contractor to satisfactorily complete all items on Punch List prior to Back Check of the Punch List; or
2. Additional inspections required by defective installations or equipment.

Contractor's acceptance of Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the application for payment for the substantial Completion payment, and except for the Contract Sums due at Final Acceptance.

5.14.9 Partial Occupancy or Use

C-TRAN may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Subsection 5.16.4 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided C-TRAN and Contractor have accepted in writing the responsibilities assigned to each of them for payment, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to C-TRAN as provided under Subsection 5.14.9. Consent of the Contractor to partial occupancy or

use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between C-TRAN and Contractor.

Immediately prior to such partial occupancy or use, C-TRAN and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

Use by Owner of any finished part of the Work, which has specifically been identified in the Contract Documents, or which Owner and Contractor agree constitutes a separately functioning process, facility or portion of the Work that can be used by Owner without significant interference with Contractor's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

1. Owner at any time may request Contractor in writing to permit Owner to use any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If Contractor agrees, Contractor will certify to that said part of the Work is substantially complete and request C-TRAN to issue a Certificate of Substantial Completion for that part of the Work. Contractor at any time may notify Owner in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request C-TRAN to issue a Certificate of Substantial Completion for that part of the Work.
2. Within a reasonable time after either such request, Owner and Contractor shall make an inspection of that part of the Work to determine its status of completion. If C-TRAN does not consider that part of the Work to be substantially complete, C-TRAN will notify the Contractor in writing giving the reasons therefore. If C-TRAN considers that part of the Work to be substantially complete, the provisions of Subsection 5.14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

Unless otherwise agreed, Owner's partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

5.14.10 Final Completion and Final Payment

Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such tests and inspection and, when the Owner find the Work acceptable under the Contract Documents and the Contract fully performed, C-TRAN will promptly issue a final Certificate for Payment stating the Work has been completed in accordance with terms and conditions of the Contract Documents and that the balance found to be due the Contractor and noted in said final Certificate is due and payable. C-TRAN's final Certificate for Payment will constitute a further representation that conditions listed herein as precedent to the Contractor's being entitled to final payment have been fulfilled.

The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect C-TRAN against any claim or loss resulting from the failure of the Contractor (or the Subcontractors or lower tier Subcontractors) to pay all laborers, mechanics, Subcontractors, material persons, or any other person who provides labor, supplies, or provisions for carrying out the Work or for any payments required for unemployment compensation under Title 50 RCW or for Industrial Insurance and medical aid required under Title 51 RCW.

Final acceptance shall not constitute acceptance of any unauthorized or defective work or material. C-TRAN shall not be barred from requiring the Contractor to remove, replace, repair, or dispose of any unauthorized or defective work or material or from recovering damages for any such work or material.

Final Acceptance will not be granted until C-TRAN has received and accepted Record Documents, Operations, and Maintenance Manuals, staff training on all operable equipment, final certificates of occupancy from local jurisdictions and all required certificates or other evidence of warranties. Final Completion must be achieved within 30 days of the scheduled Substantial Completion date as described in Subsection 5.14.9.

Final payment shall not become due until the Contractor submits the following items to C-TRAN:

1. An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which C-TRAN or C-TRAN's property might be responsible or encumbered (less amounts withheld by C-TRAN) have been paid or otherwise satisfied;
2. A certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to C-TRAN;
3. A written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;
4. Other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by C-TRAN or as may be required by applicable laws and regulations;
5. Affidavits of Wages Paid for the Contractor and each Subcontractor approved by the Industrial Statistician of the Washington State Department of Labor and Industries have been provided to C-TRAN; and
6. Final certified payrolls for the Contractor and Subcontractors of all tiers.

If a Subcontractor refuses to furnish a release or waiver required by C-TRAN, the Contractor may furnish a bond satisfactory to C-TRAN to indemnify C-TRAN against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to C-TRAN all money that C-TRAN may be compelled to pay in discharging such lien, including all costs and attorney's fees. Lien notices shall be delivered to:

C-TRAN
Attn: Procurement
10600 NE 51st Circle
Vancouver, WA 98682

The making of final payment shall not constitute a waiver of any claims by C-TRAN, including, but not limited to, those arising from:

1. Unsettled liens;
2. Faulty or defective Work appearing after Substantial completion;
3. Failure of the Work to comply with the requirements of the Contract Documents; or
4. Terms of any warranties or guarantees required by the Contract Documents or supplemental agreements between C-TRAN and Contractor.

If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, C-TRAN shall, upon application by the Contractor, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to C-TRAN prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Such waivers shall be in addition to any waivers of Claims resulting from the operation of Subsections 5.4.2, 5.4.3, 5.4.4, and 5.14.9.

5.15 Protection of Persons and Property

5.15.1 Safety Precautions and Programs

The Contractor shall be solely and completely responsible for conditions of the work site, including safety of all persons and property, during performance of the Work. The Contractor shall maintain the Work site and perform the Work in a manner, which meets statutory, and common law for the provision of a safe place to work. This requirement shall apply continuously and not be limited to normal working hours. That the Owner conducts construction review of the Contractor's performance does not and shall not be intended to include review of the adequacy of the Contractor's safety measures in, on or near the site of the Work. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

5.15.2 Safety of Persons and Property

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. Employees on the Work and other persons who may be affected thereby;
2. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
3. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

The Contractor shall comply with the safety regulations set forth in "Safety Standards for Construction" and "General Safety Standards" and any other requirements published by the Washington State Department of Labor and Industries.

The Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions, amendments and regulations issued thereunder, and the provisions of the Washington Industrial Safety Act of 1973 (WISHA), including all revisions, amendments and regulations issued thereunder by the Washington State Department of Labor and Industries. The WISHA regulations shall apply to all excavation, trenching and ditching operations. In case of conflict between any such requirements, the more stringent regulation or requirement shall apply.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety precaution, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users and adjacent sites and utilities. The Contractor shall maintain at the work site office or other well-known place at the work site all materials (e.g., a first aid kit) necessary for giving first aid to the injured, and shall establish, publish and make known to all employees procedures for ensuring immediate removal to a hospital or a doctor's care, persons, including employees, who may have been injured on the site. Employees shall not be permitted to work on the site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care. The Contractor's and/or any Subcontractors shall ensure that at least one of such employees has a valid, effective first aid card.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor shall promptly remedy damage and loss to property referred to in Subsection 5.15.2 caused in whole or in part by the Contractor, Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Subsection 5.15.2, except damage or loss attributable to acts or omissions of C-TRAN or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault of negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations previously stated.

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to C-TRAN.

At all times until C-TRAN's occupancy of the Work or a designated portion of the Work, the Contractor shall protect from damage, weather, deterioration, theft, vandalism and malicious mischief all materials, equipment, tools, and other items incorporated or to be incorporated in the Work or designated portion, or consumed or used in the performance of the Work or designated portion, and all Work in process and completed Work or designated portion.

The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

5.15.3 Hazardous Materials

If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to C-TRAN in writing.

C-TRAN shall obtain the services of a licensed or accredited laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, C-TRAN shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor will promptly reply to C-TRAN in writing stating whether or not either has reasonable objection to the persons or entities proposed by C-TRAN. If either the Contractor has a reasonable objection to a person or entity proposed by C-TRAN, C-TRAN shall propose another to whom the Contractor have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of C-TRAN and Contractor. The Contract Time may be extended appropriately and the Contract Sum may be increased in the amount of the Contractor's demonstrated, reasonable additional costs of shut-down, delay and start-up, which adjustment shall be accomplished as provided in Section 5.12.

The Contractor shall not install in the Work any hazardous material. C-TRAN shall not be responsible under Subsection 5.15.3 for materials or substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

5.15.4 Public Safety and Convenience

The Contractor shall conduct its Work so as to ensure the least possible obstruction to vehicular traffic and inconvenience to the general public and the residents in the vicinity of the Work and to ensure the protection of persons, property and natural resources. No road or street shall be closed to the public except with the permission of C-TRAN and the proper governmental authority. Fire hydrants on or adjacent to the Work shall be accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, fire lanes, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses, if any, on the Work site.

5.15.5 Sanitation

The Contractor shall comply with WAC 296-155-140 and other applicable laws and regulations establishing sanitation standards in the construction industry.

5.15.6 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of the time claimed by the Contractor on account of an emergency beyond the control of the Contractor shall be determined as provided in Subsection 5.9.2 and Section 5.12.

5.16 Indemnification and Insurance

5.16.1 Indemnity and Defense

To the maximum extent permitted by law, the Contractor shall be liable for all damages and injury which shall be caused to owners of property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this Contract, whether or not such damage or injury be caused by the breach or alleged breach of the Contract Documents by Contractor or negligence of the Contractor and whether or not such damage or injury be caused by the inherent nature of the work specified.

To the maximum extent permitted by law, the Contractor shall defend, indemnify and hold C-TRAN and all of their officers, principals, agents and employees harmless from any liability whatsoever arising in Contract, tort or equity for any injuries to persons or property arising out of the performance of this Contract; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and any such injuries to persons or property arising out of performance of this Contract are caused by or result from the concurrent negligence of Contractor or its Subcontractors, agents or employees, and C-TRAN or its agents or employees, the indemnification applies only to the extent of the negligence of

the Contractor, its Subcontractors, agents or employees. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees and for that purpose the Contractor specifically waives any immunity under the workers compensation act, RCW Title 51. By executing the Agreement, the Contractor recognizes and confirms that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

In addition to the amounts required by Chapter 60.28 RCW to be withheld from the progress payments to the Contractor, C-TRAN may, in its sole discretion, withhold amounts sufficient to pay any property damage claim of which C-TRAN may have knowledge, regardless of the informalities of notice of such claim, arising out of the performance of this Contract, provided that the total amounts withheld for such purpose shall not exceed one percent of the Contract Price. The term "Property Damage Claim" shall not include any claim for personal injuries or any claim by persons furnishing supplies or materials or performing labor for the Contractor. The amount withheld will not be paid to the claimant by C-TRAN but will be held until either the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit or satisfies any judgment in favor of the claimant on such claims.

In claims against any person or entity indemnified under this Subsection 5.16.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Subsection 5.16.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

5.16.2 Contractor's Liability Insurance

The Contractor shall purchase and maintain in a company or companies licensed to do business in the state which the project is located, with an A.M. Best rating of A/VIII or better and reasonably satisfactory to Owner, such insurance as will protect Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All reinsurers that may be called upon to support or share in an insurer's obligations specified in connection with insurance required of the Contractor by the Contract Documents must also have an A.M. Best rating of A/IX or better.

1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which is applicable to Work to be performed;
2. Claims for damages, because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage, which are sustained (1) By a person as a result of an act or omission directly or indirectly related to employment of such

- person by the Contractor, or (2) by another person;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 7. Claims involving Contractual Liability Insurance applicable to the Contractor's obligations under Paragraph 3.19;
 8. Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - a. Premises operations (including X, C and U as applicable);
 - b. Independent Contractor's protective;
 - c. Products and completed operations;
 - d. Personal injury liability with employment exclusion deleted;
 - e. Contractual, including specific provision for Contractor's obligation under Subsection 5.16.1;
 - f. Owned, non-owned and hired motor vehicles;
 - g. Broad form property damage including completed operations; and
 - h. Umbrella excess liability.

The insurance required by Subsection 5.16.2 shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

1. Workers Compensation:
 - A. State: Statutory
 - B. Applicable Federal (e.g., Longshoremen's): Statutory
 - C. Employers Liability: \$1,000,000.00
2. Comprehensive General Liability (Including Premises Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
 - A. Bodily Injury:
 - \$1,000,000.00. Each occurrence
 - \$1,000,000.00. Annual aggregate
 - B. Property Damage:
 - \$1,000,000.00. Each occurrence
 - \$1,000,000.00. Annual aggregate
 - C. Products and completed operations to be maintained for three (3) years after final payment.
 - D. Property Damage Liability Insurance shall provide X, C or U coverage as applicable.

3. Contractual Liability:
 - A. Bodily Injury:
\$1,000,000.00. Each occurrence
 - B. Property Damage:
\$1,000,000.00. Each occurrence
\$1,000,000.00. Annual occurrence
4. Personal Injury, with employment exclusive deleted: \$1,000,000. Annual aggregate
5. Comprehensive Automobile Liability:
 - A. Bodily Injury:
\$1,000,000.00. Each person
\$1,000,000.00. Each occurrence
6. Umbrella Excess Liability:
\$1,000,000. Over primary insurance.
\$50,000. Retention for self-insured hazards each occurrence.
7. WA Stop Gap Liability
\$1,000,000. Each occurrence

Certificates of Insurance and Endorsements acceptable to C-TRAN shall be filed with C-TRAN prior to commencement of the Work. These Certificates and the insurance policies required by this section shall contain a provision that coverages afforded under the policies will not be reduced, canceled or allowed to expire until at least 30 days prior written notice has been given to C-TRAN. C-TRAN shall be included as an additional insured on all such policies. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

The Contractor shall furnish one copy of certificates of insurance herein required. The Contractor shall furnish to C-TRAN copies of any endorsements that are subsequently issued amending coverage or limits.

5.16.3 Owner's Liability Insurance

C-TRAN shall be responsible for purchasing and maintaining C-TRAN's usual Liability Insurance. Optionally, C-TRAN may purchase and maintain other insurance for self-protection against claims, which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's Liability Insurance unless specifically required by the Contract Documents.

5.16.4 Property Insurance

Before commencement of the work, the Contractor will submit written evidence (via Certificate of

Insurance) that it has purchased (at Contractor's expense) for the period of this Contract, Builder's Risk "All-Risk" Completed Value Insurance Coverage, in the face amount of this Contract plus state and local sales taxes, (including coverage for fire, collapse, and damage resulting from faulty workmanship, material, or design; but not including flood, earthquake or landslide unless specified for a given project) upon the entire work which is the subject of this Contract, including completed work and work in progress but excluding structures in existence at the time the Contract was awarded. Such insurance shall include as Additional Named Insureds: C-TRAN(s) and each of their officers, agents and employees; and any other persons with an insurable interest designated by C-TRAN as Additional Named Insureds. Such insurance must be issued by an insurer(s) and reinsurers meeting the qualification requirements of subsection 5.16.2. Within 30 days of award of the Contract, the Contractor shall also provide C-TRAN with a copy of the Insurance Contract required by this Subsection.

Such insurance may have a deductible clause but not to exceed \$10,000. (The deductible on earthquake, flood and landslide may be in accordance with the Underwriters' requirements.) The Contractor shall be solely responsible for any such deductibles.

5.16.4.1 Adjustment

Upon the occurrence of an insured loss, C-TRAN, as first named insured, shall have the right to adjust and settle any loss with the insurers. C-TRAN shall deposit in a separate account any monies received, and shall distribute such funds in accordance with such agreement as the parties in interest may reach. If no agreement is reached, any damaged Work shall first be repaired or replaced, and payment therefore made from the separate account by Change Order or by payment to a separate Contractor, at C-TRAN's option; further disbursements from the separate account will then be determined pursuant to the provisions of Subsections 5.9.3 and 5.9.4.

Partial occupancy or use in accordance with Subsection 5.14.10 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. C-TRAN and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.

5.17 Performance and Payment Bonds

The Contractor shall secure and pay for a Performance Bond and a Payment Bond, each in the full amount of the Contract Sum plus sales tax, pursuant to Chapter 39.08 RCW. Said bonds shall meet all requirements of Chapter 39.08 RCW and shall also be issued by a surety with an A.M. Best rating of A/IX or better. All reinsurers that may be called upon to support or share in a surety's obligations specified in connection with the performance and payment bond obligations required of the Contractor by the Contract Documents must also have an A.M. Best rating of A/VIII or better. C-TRAN WILL DECLINE TO ENTER INTO THE CONTRACT AND WITHHOLD ITS "NOTICE TO PROCEED" TO THE CONTRACTOR UNTIL SUCH SURETY BONDS ARE RECEIVED. If the Contract is executed, the Contract Time shall be reduced by one (1) day for each day after ten (10) days that said bonds are not received by C-TRAN, and there shall be no adjustment to the completion date.

Such bonds shall be delivered to C-TRAN within ten (10) working days after the award of the Contract and prior to the issuance of the Notice to Proceed. The premium shall be paid by the Bidder, and the security secured by the Bidder's usual sources that may be agreeable to the parties. C-TRAN WILL DECLINE TO ENTER INTO THE CONTRACT AND WITHHOLD ITS "NOTICE TO PROCEED" TO THE CONTRACTOR UNTIL SUCH SURETY BONDS ARE RECEIVED. If the Contract is executed, the Contract Time shall be reduced by one (1) day for each day after ten (10) days that said bonds are not received by C-TRAN, and there shall be no adjustment to the completion date.

The Bidder shall require the attorney-in-fact who executed the required bond on behalf of the surety to affix thereto a certified and current copy of their Power of Attorney indicating the monetary limit of such power.

Release of Payment Bond will be 60 days following Contracting Agency Final Acceptance of Contract, provided following conditions are met:

1. Payment to the State with respect to taxes imposed pursuant to Title 82, RCW on Contracts totaling more than \$35,000, a release has been obtained from the Washington State DOR.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. Washington State Department of Labor and Industries (per Section 1-07.10) shows the Contractor, Subcontractor(s) and any lower tier Subcontractor(s) are current with payments of Industrial Insurance and medical aid premiums.
5. All claims, as provided by law, filed against the Contract Bond have been resolved

5.18 Uncovering and Correction of Work

5.18.1 Uncovering of Work

If a portion of the Work is covered contrary to the Owner's or governmental authority with jurisdiction request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner, or governmental authority with jurisdiction, be uncovered and be replaced at the Contractor's expense without change in the Contract Time.

If a portion of the Work has been covered which the Owner has not specifically requested to observe prior to it being covered, C-TRAN may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, and Contractor has notified Owner in writing of the request and Contractor has signed a sworn statement that the Work is in compliance with the Contract Documents and submits evidence of reasonable care, quality control and inspection completed by Contractor to determine such, costs of uncovering and replacement shall, by appropriate Change Order, be charged to C-TRAN. If such Work is not in accordance with the Contract

Documents, the Contractor shall pay such costs, except to the extent the condition was caused by C-TRAN or a separate contractor of Owner, in which event C-TRAN shall be responsible for purposes of this Contract only for payment of such costs to the extent of its proportionate responsibility.

5.18.2 Warranties and Correction of Work

The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and expenses made necessary thereby.

The general project warranty period of one (1) year from acceptance by the Board shall be extended with respect to portions of Work first performed or corrected after Substantial Completion by the period of time between Substantial Completion and the satisfactory performance or correction of the Work. At the election of C-TRAN, the extended periods of warranty shall be confirmed by submission by the Contractor of written special warranties. If within two (2) years after the date of acceptance of the Work or designated portion thereof, or after the date for commencement of warranties established under Subsection 5.15.9, or by terms of an 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, the Contractor shall correct it promptly after receipt of notice from C-TRAN to do so unless C-TRAN has previously given the Contractor a written acceptance of such condition. This obligation under this Subsection 5.18.2 shall survive acceptance of the Work under the Contract and termination of the Contract. C-TRAN shall give such notice promptly after discovery of the condition.

The Contractor shall remove from the site portions of the Work, which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by C-TRAN in writing.

If the Contractor fails to correct nonconforming Work within a reasonable time, C-TRAN may correct it in accordance with Subsection 5.4.3. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Owner, C-TRAN may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, C-TRAN may sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the services, attorneys' services, and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor promptly shall pay the difference to C-TRAN.

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of C-TRAN or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of Contract Documents.

Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations, which the Contractor might have under the Contract Documents. Establishment of the time period of two (2) years as described in this section relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work. Correction of Work may be performed by Owner's selected Contractors at Contractor's expense.

5.18.3 Acceptance of Nonconforming Work

If C-TRAN prefers to accept Work, which is not in accordance with the requirements of the Contract Documents, C-TRAN may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

5.19 Miscellaneous Provisions

5.19.1 Governing Law

The Contract shall be governed by the law of the State of Washington where the Project is located. The venue of any litigation under the Contract shall be in Clark County, Washington or as required by federal jurisdiction.

5.19.2 Successors and Assigns

C-TRAN 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. Except to the extent specifically provided elsewhere in the Contract Documents, neither party to the Contract shall assign the Contract in whole or in part without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

5.19.3 Rights and Remedies

Except as limited herein or specially provided for herein, the parties shall have such other duties, obligations, rights, and remedies otherwise imposed or made available by the law of the State of Washington.

The failure of any party to insist in any one (1) or more instances upon the strict performance of any one (1) or more of the provisions of this Contract, or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provisions or rights or of the right to subsequently demand such strict performance or exercise of such rights.

If any clause, sentence, or provision of this Contract is held as a matter of law to be void or unenforceable, the remainder of the Contract shall be enforceable without such clause, sentence, or provision.

5.19.4 Tests and Inspections

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided in the Contract Documents, the Contractor shall make timely arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to C-TRAN, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals except as noted otherwise in the Contract Documents. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so the Owner may observe such procedures. C-TRAN shall bear costs of tests, inspections or approvals which have become requirements after bids were received.

If C-TRAN or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subsection 5.19.5, C-TRAN will instruct the Contractor to make arrangements for such additional testing, inspection or approval by any entity acceptable to C-TRAN, and the Contractor shall give timely notice to the Owner of when and where tests and inspections are to be made so they may observe such procedures. C-TRAN shall bear such costs except as provided in Subsection 5.19.5.

If such procedures for testing, inspection or approval under Subsection 5.19.5 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for services and expenses. If C-TRAN is responsible under the Contract Documents, law or regulation to pay only for an inspection of any inspector, consultant, C-TRAN shall be required to pay only for the first actual inspection. If the Contractor arranges for an inspection and the inspector is required to wait, to leave without inspecting, to perform a partial inspection, to return to complete or re-inspect, or otherwise to expend time other than for the primary inspection, the Contractor shall be responsible for all such costs. If the Contractor does not pay the charges for which it is responsible within 30 days of billing, C-TRAN may pay the charges directly and back charge the Contractor on the next progress payment the amount paid plus a 10% handling fee.

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to C-TRAN.

If C-TRAN is to observe tests, inspections or approvals required by the Contract Documents, C-TRAN will do so promptly and, where practicable, at the normal place of testing.

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

No acceptance of any Work shall be construed to result from any inspections, tests or failure to inspect or test by C-TRAN, C-TRAN's representatives or any other person. No inspection, test, failure to inspect or test, or failure to discover any defect or nonconformity by C-TRAN, C-TRAN's representatives or any other person shall relieve the Contractor of its responsibility for meeting the requirements of the Contract Documents or impair C-TRAN's right to reject defective or nonconforming items or right to avail itself of any other remedy to which C-TRAN may be entitled, notwithstanding C-TRAN's knowledge of the defect or nonconformity, its substantiality or the ease of its discovery.

5.19.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate provided under RCW 39.76.010.

5.19.6 Partnering

C-TRAN and Contractor may participate together in cooperative procedures mutually developed by the parties to avoid or minimize problems on the Project.

5.20 Termination or Suspension of the Contract

5.20.1 Termination by the Contractor

The Contractor shall have the right to terminate the Contract only if C-TRAN fails to remedy a breach by it of a material term of the Contract Documents, and such failure continues to exist after 30 days advance written notice from Contractor that describes such a material breach and identifies at least one (1) way for Owner to remedy it.

5.20.2 Termination by C-TRAN for Cause

C-TRAN may, upon seven (7) days written notice to the Contractor, terminate (without prejudice to any right or remedy of C-TRAN) the whole or any portion of the Contract or Work for cause, including, but not limited to, the following circumstances:

1. The Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure the Substantial Completion of the Work within the Contract Time;
2. The Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;
3. The Contractor fails to supply a sufficient number of properly skilled workers or proper materials;
4. The Contractor fails to make prompt payment due to Subcontractors or for materials or labor;
5. The Contractor disregards or violates laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
6. The Contractor breaches any material provision of the Contract Documents.

When any of the above reasons exist, or when any other legally sufficient cause exists, C-TRAN that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of C-TRAN and after giving the Contractor and the Contractor's surety, if any, seven (7) days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

1. Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;
2. Accept assignment of Subcontracts pursuant to Paragraph 5.4; and
3. Finish the Work by whatever reasonable method C-TRAN may deem expedient.

When C-TRAN terminates the Contract for cause pursuant to this section, the Contractor shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for services, attorneys' fees, and expenses made necessary thereby, and other damages incurred by C-TRAN and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall promptly pay the difference to C-TRAN. The amount to be paid to the Contractor or Owner, as the case may be upon application, and this obligation for payment shall survive termination of the Contract.

If, after Contractor has been terminated pursuant to this paragraph, it is determined that legally sufficient cause does not exist, then such termination shall be considered a termination for convenience pursuant to Subsection 5.20.3.

If C-TRAN terminates in whole or in any part of the Work pursuant to this section, C-TRAN may procure, upon such terms and in such manner, as it deems appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to C-TRAN for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this Contract to the extent not terminated hereunder.

5.20.3 Termination or Suspension by Owner for Convenience

C-TRAN may, at any time upon ten (10) days written notice to the Contractor and Contractor's surety, terminate (without prejudice to any right or remedy of C-TRAN) or suspend the whole or any portion of the Work for the convenience of C-TRAN.

If C-TRAN terminates the Work or any portion thereof for convenience, C-TRAN shall be liable to Contractor only for those costs reimbursable to Contractor in accordance with this section, plus ten (10) percent of the actual costs recovered under this section, unless the Contractor would have sustained a loss on the entire Contract had it been completed, in which case the ten (10) percent markup will not be included, and an appropriate adjustment will be made to reduce the amount due the Contractor in proportion to the rate of loss.

If C-TRAN terminates the Work or any portion thereof for convenience, C-TRAN shall pay the Contractor as follows:

1. An amount consistent with the terms of the Contract Documents for supplies, services, or property accepted by C-TRAN pursuant to Subsection 5.20.4 (or sold or acquired pursuant to Subsection 5.20.4) for which C-TRAN has not paid;
2. The amount due under Section 5.14 of this Agreement for the performance of the Work already performed, exclusive of any costs attributable to supplies or services otherwise paid or to be paid for under this subparagraph; and
3. The cost of settling and paying claims arising out of the termination of Work under Subcontracts or orders, pursuant to Subsection 5.20.4, which are properly chargeable to the terminated portion of the Work (exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by Subcontractors or vendors prior to the effective date of the Notice of Termination and exclusive of unearned profit).

If C-TRAN suspends all or any portion of the Work in accordance with Subsection 5.4.5 for C-TRAN's convenience, the Contract Sum and/or Time shall be equitably adjusted only to the extent the Contractor can demonstrate actual impact as a result of such suspension.

The total sum to be paid to the Contractor under this Subsection 5.20.3 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made and the price of Work not terminated, and as otherwise permitted by the Contract Documents. The amounts payable to the Contractor shall exclude the fair value of property, which is destroyed, lost, stolen, or damaged so as to become undeliverable to C-TRAN or to a buyer pursuant to Subsection 5.20.4.

5.20.4 Contractor's Duties on Termination

Unless C-TRAN directs otherwise, after receipt of a Notice of Termination from C-TRAN pursuant to Subsection 5.20.2 or 5.20.3, the Contractor shall promptly:

1. Stop Work under the Contract 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. Procure cancellation of all orders and Subcontracts, upon terms acceptable to C-TRAN, to the extent that they relate to the performance of Work terminated;
4. Assign to C-TRAN all of the right, title and interest of the Contractor under all orders and Subcontracts, in which case C-TRAN shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts;
6. Transfer title and deliver to the entity or entities designated by C-TRAN the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced

as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work;

7. Use its best efforts to sell any property of the types referred to herein. The Contractor shall not be required to extend credit to any buyer, and may acquire any such property under the conditions prescribed by and at a price or prices approved by C-TRAN, and the proceeds of any such transfer or disposition may be applied in reduction of any payments to be made by C-TRAN to the Contractor;
8. Take such action as may be necessary or as directed by C-TRAN to preserve and protect the Work and property related to this Project in the possession of the Contractor in which C-TRAN has an interest; and
9. Continue performance only to the extent not terminated.

The Contractor shall, from the effective Date of Termination until the expiration of three (3) years after final settlement under this Contract, preserve and make available to C-TRAN, at all reasonable times at the office of the Contractor, and without charge to C-TRAN, all books, records, documents, photographs and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the terminated or completed Work.

In arriving at any amount due the Contractor after termination, the following shall apply:

1. The Contractor shall refund to C-TRAN any amounts paid by C-TRAN to the Contractor in excess of costs reimbursable under Subsection 5.20.3.
2. The damages and relief from termination by C-TRAN specifically provided in Section 5.20 shall be the Contractor's sole entitlement in the event of termination.

SECTION 6 TECHNICAL SPECIFICATIONS

6.1 Background

C-TRAN is upgrading information technology infrastructure at the Operations and Maintenance Facility located at:

C-TRAN Operations and Maintenance Facility
2425 NE 65th Avenue
Vancouver, WA 98661

To complete this project, C-TRAN needs to replace the outdated underground fiber optic system and upgrade electrical components of the back-up power systems. Services shall be turn-key and include, but not limited to, removal of existing fiber optic cables and electrical components, trenching, installation, testing, troubleshooting, and documentation. C-TRAN has hired a design firm to provide all design documents and specifications referenced in the attached exhibits. This Invitation to Bid will be used to select the firm to perform this work.

6.2 Scope of Work

The scope of services required by C-TRAN in connection with this Invitation to Bid covers the entire spectrum of services that are customarily provided by professional fiber-optic installation firms. The services shall include installation, inspection, and testing of the design as provided in the attached Exhibits listed below.

- Exhibit A – 21-103 C-TRAN Infrastructure Upgrades – 65th_BID drawings_07-01-2021
- Exhibit B – 65th Fiber & Electrical Specifications
- Exhibit C.1 – 26 0010-Basic Electrical Requirements
- Exhibit C.2 – 26 0526-Grounding and Bonding for Electrical Systems
- Exhibit C.3 – 26 0529-Hangers and Supports for Electrical Systems
- Exhibit C.4 – 26 0533.13-Conduit for Electrical Systems
- Exhibit C.5 – 26 0533.16-Boxes for Electrical Systems
- Exhibit C.6 – 26 0553-Identification for Electrical Systems
- Exhibit C.7 – 26 2416-Panelboards
- Exhibit C.8 – 27 1000-Structured Cabling

The Contractor will be required to work closely with the C-TRAN Project Management Office, Facilities, and Information Technology teams. During the performance of on-site services, the firm's Project Manager and/or field representative shall be always available via cell phone.

6.3 Time of Completion

The work shall commence no later than ten (10) business days following the Notice to Proceed and shall be fully completed within 120 calendar days following the issuance of the Notice to Proceed.

6.4 Alternative Completion Schedules

This work is a high priority for the Agency for continued progress on other projects. As such, C-TRAN is interested in opportunities to accelerate the timeline and requires bidders to complete alternate pricing.

The following alternatives shall be priced separately on the Bid Form as lump sum payments for the difference in cost required to meet each alternative Time of Completion. Such lump sum payments shall be inclusive of all related fees, including applicable Sales Tax.

6.4.1 Alternate No. 1

Alternate No. 1 provides for an accelerated Time of Completion for the work to occur within 60 calendar days following the issuance of the Notice to Proceed. If the work is not completed by the timeline provided in this alternate, no payment shall be made for this alternate bid line item.

6.4.2 Alternate No. 2

Alternate No. 2 provides for an accelerated Time of Completion for the work to occur within 90 calendar days following the issuance of the Notice to Proceed. If the work is not completed by the timeline provided in this alternate, no payment shall be made for this alternate bid line item.

APPENDIX A - BID SUBMITTAL DOCUMENTS

Bidder must complete and submit all sections of the Bid Submittal Document as their Bid by the Bid Due Date and Time specified.

This bid must include all completed sections of this Bid Submittal Document as listed below:

- A-1 Bid Form
- A-2 Certification of Compliance with Wage Payment Statutes
- A-3 Certification Regarding Ineligible Contractors
- A-4 Certification of Restrictions on Lobbying
- A-5 Non-Collusion Affidavit
- A-6 Affidavit Concerning Conflicts of Interest and Noncompetitive Practices
- A-7 Bid Bond Form

BID FORM

Date _____

The undersigned hereby certifies that the locations and construction details of Work outlined in the Plans and Specifications have been personally examined for:

2021-22 ITB 65th Avenue Fiber and Electrical Services

and has read and thoroughly understands the plans and specifications and contract governing the Work included in this improvement and the method by which payment will be made for said work and hereby proposes to undertake and complete the work included in this improvement in accordance with said plans, specifications and contract and at the following schedule of rates and prices.

In addition, the undersigned understands that any condition stated, clarification made to the above, or information submitted on or with this form, other than requested, will render the Bid unresponsive.

C-TRAN reserves the right to adjust the scope of this work to match available funds.

The Work under the Contract shall be fully completed within 120 calendar days from the issuance of the Notice to Proceed.

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit of Measure	Unit Price	Total Price
1.	1	Power – New panel EMFH 225A 480V/277Y 3Ø 4W with new circuit breakers to match existing.	Each		
2.	6	Power - Reconnect existing branch circuits to new panel EMFH.	Each		
3.	1	Power - New 200A 3P fuse in existing distribution board MDP1.	Each		
4.	470	Fiber Optic System - 48 strand OS2 SM Fiber in existing conduit from 65th Ave. to south Telco Room	Each		
5.	220	Fiber Optic System - 48 strand OS2 SM Fiber in new (1)4" EMT conduit from South Telco Room to Radio Room.	Linear Feet		
6.	720	Fiber Optic System - 24 strand OM4 MM Fiber in existing conduit from South Telco Room to Fuel Island Pullbox	Linear Feet		

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit of Measure	Unit Price	Total Price
7.	130	Fiber Optic System - 24 strand OM4 MM Fiber in existing conduit from Fuel Island IDF Backboard to Fuel Island Pullbox	Linear Feet		
8.	130	Fiber Optic System - 24 strand OM4 MM Fiber in existing conduit from Fuel Island IDF Backboard to Fuel Island Pullbox	Linear Feet		
9.	530	Fiber Optic System - 24 strand OM4 MM Fiber in new (1) 2" underground PVC conduit in new trench from Fuel Island Pullbox to North Pole Pullbox	Linear Feet		
10.	440	Fiber Optic System - Existing 12 strand OM4 MM Fiber in existing conduit from North Pole Pullbox to Operations Building IDF Room repurposed for Operations Building	Linear Feet		
11.	3	Fiber Optic System - Fiber Optic Distribution Units and Patch Panels - 48 port	Each		
12.	2	Fiber Optic System - Fiber Optic Distribution Units and Patch Panels - 24 port	Each		
13.	1	Fiber Optic System - New 2'x3' Communications Pullbox	Each		
14.	1	Fiber Optic System - Testing and labeling of all new fiber runs with documentation	Lump Sum		
15.	470	Demolition - Remove 48 strand OS2 SM Fiber from 65th Ave. to south Telco Room after testing of new fiber run.	Linear Feet		
16.	850	Demolition - Remove 24 strand OM4 MM Fiber from South Telco Room to Fuel Island IDF Backboard after testing of new fiber run.	Linear Feet		
17.	1	Demolition - Remove existing panel EMFH.	Each		
18.	1	Demolition - Remove existing 100A 3P fuse in distribution board MDP1.	Each		
19.	2	Demolition - Remove existing OM1 cable labelled "REMOVE" in Administration Building Server Room	Each		
20.	1	Demolition - Remove existing OM3 cable labelled "REMOVE" in Administration Building Server Room	Each		

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit of Measure	Unit Price	Total Price
21.	1	Demolition - Remove existing OM1 cable labelled "REMOVE" in 2nd Floor Inventory Room	Each		
Subtotal					\$
Washington State Sales Tax 8.5%					\$
Grand Total					\$

Alternate #1

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit of Measure	Unit Price	Total Price
22.	1	Complete work within 60 calendar days per Section 6.4.1 (Inclusive of Applicable Sales Tax)	Lump Sum	N/A	

Alternate #2

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit of Measure	Unit Price	Total Price
23.	1	Complete work within 90 calendar days per Section 6.4.2 (Inclusive of Applicable Sales Tax)	Lump Sum	N/A	

Receipt of the following Addendum(s) to the Plans and/or Specification is hereby acknowledged:

Addendum No. Date of Receipt Signed Acknowledgement

1 _____

2 _____

The undersigned Bidder declares that their Bid is made with the full knowledge of the kind, quality and quantity of product to be furnished, and their said Bid is stated on the attached Bid form. In addition, by signing this form, the Bidder agrees to be bound by all requirements and Contract terms and conditions contained in this solicitation.

Authorized Official (Signature)

Date

Printed Name of Authorized Official

Title of Authorized Official

Company Name

Telephone Number

Address

City, State, Zip

E-Mail Address

Federal Employee ID

Employment Security Reference #

Unified Business Identifier (UBI #)

State Contractor's License #

CERTIFICATION REGARDING INELIGIBLE CONTRACTORS

_____, certifies, by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Bidder is unable to certify to any of the statements in this certification, such Bidder shall attach an explanation to this Bid.

The bidder certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 USC Section 3801, et seq., are applicable thereto.

Authorized Official

Typewritten Name

Title of Authorized Official

Date

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of _____
that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all Subawards at all tiers (including subcontracts, Subgrants, and Contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this ____ day of _____, 2021.

Authorized Official

Typewritten Name

Title of Authorized Official

NONCOLLUSION AFFIDAVIT

STATE OF _____)

ss.

COUNTY OF _____)

_____, being first fully sworn, on oath says that they certify that the bid above submitted is a genuine and not a sham or collusion bid, nor made in the interest or on behalf of any person not therein named; and they further say that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid nor any other person or corporation to refrain from proposing; and that said Bidder has not in any manner sought by collusion to secure to self-advantage over any other Bidder or Bidders.

Authorized Official

Typewritten Name

Title of Authorized Official

Date

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Signature

Notary Public in and for the State of _____, residing in _____.

**AFFIDAVIT CONCERNING CONFLICTS OF INTEREST
AND NONCOMPETITIVE PRACTICES**

STATE OF _____)

ss.

COUNTY OF _____)

The undersigned, being first duly sworn, on oath states on behalf of the Contractor:

A. Conflict of interest

That the Contractor, by entering into this Contract with C-TRAN to perform or provide work, services, or materials to C-TRAN, has thereby covenanted, and by this affidavit does again covenant and assure that it has no direct or indirect pecuniary or proprietary interest and that it shall not acquire any such interest which conflicts in any matter or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees, or representatives hereafter acquire such a conflict of interest, it shall immediately disclose such interest to C-TRAN and take action immediately to eliminate the conflict or to withdraw from this Contract, as C-TRAN may require.

B. Contingent Fees and Gratuities

That the Contractor, by entering into this Contract with C-TRAN to perform or provide services or materials for C-TRAN, has thereby covenanted and by this affidavit does again covenant and assure:

1. That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor have been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. That no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any of its agents, employees, or representatives to any official member or employee of C-TRAN or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

Executed this ____ day of _____, 2021.

Signature:

Typed Name:

Title:

Firm:

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Signature

Notary Public in and for the State of _____, residing in _____.

BID BOND FORM

Complete one (1) of the following:

1. CASHIERS CHECK

Herewith find deposit in the form of a cashier's check in the amount of \$_____, which amount is not less than 5% of the total bid.

Signature

2. BID BOND

KNOW ALL BY THESE PRESENTS:

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

The condition of this obligation is such that if the Obligee shall make any award to the Principal for

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 and award and shall give bond for the faithful performance thereof, with Surety and Sureties approved by the Obligee, or if the Principal shall, in case of failure so to do, 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 _____, 2021.

Principle

Surety

APPENDIX B - SAMPLE CONTRACT AND BONDS

CLARK COUNTY PUBLIC TRANSPORTATION
BENEFIT AREA (dba C-TRAN)
CONTRACT NO. 2021-22
65th Avenue Fiber and Electrical Services

THIS CONTRACT is made and entered into on the _____ day of _____ 2021, by and between the Clark County Public Transportation Benefit Area (hereinafter referred to as "C-TRAN") and _____ (hereinafter after referred to as "Contractor") for the provision of materials and services for the 2021-22 Fiber and Electrical Services Project.

WHEREAS, C-TRAN requires services which Contractor is capable of providing, under terms and conditions hereinafter described or referenced;

WHEREAS, Contractor is able and prepared to provide such goods services as C-TRAN does hereinafter require, under those terms and conditions set forth in the Contract Documents; and

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Bid Document including C-TRAN General Conditions, Specifications, Plans and Exhibits dated July 7, 2021, Addendum No. _____ dated _____, Contractor's Bid dated _____, and all written Change Orders and Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2

THE WORK

The Contractor shall supply all of the services required by and under conditions of the Contract Documents as required and directed by C-TRAN.

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The work to be performed under this Contract shall be commenced within ten (10) business days following the issuance of a formal Notice to Proceed and subject to authorized adjustment, shall be completed within 120 calendar days.

ARTICLE 4

CONTRACT SUM

C-TRAN shall pay the Contractor in current funds for the performance of the work, as provided in the Contract Documents the Contract Sum of_. The Contract Sum is determined on Contractor's bid dated _____. Compensation shall not exceed the amount indicated without written authorization in the form of a negotiated and executed change order or Amendment as provided in the Contract Documents.

ARTICLE 5

NOTICE

Written notice shall be deemed to have been duly served if 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, actual receipt by facsimile or if delivered at or sent by registered or certified mail to the last business address of a party. The addresses and e-mail addresses for Owner, Construction Manager and Contractor are as follows unless specific written notice of a new address and/or e-mail address is received by each of the other parties

Owner: C-TRAN
Attn: Procurement
10600 NE 51st Circle
Vancouver, WA 98682
Procurement@c-tran.org

Contractor: TBD

APPENDIX C - WAGE RATE INFORMATION

Washington State Prevailing Wage Rates

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

<https://secure.lni.wa.gov/wagelookup/>

Based on the bid submittal deadline for this project, the applicable effective date for the prevailing wage rates for this project is July 27, 2021. A copy of the applicable prevailing wage rates is also available for viewing at C-TRAN's office, located at 10600 NE 51st Circle, Vancouver WA 98682. Upon request, C-TRAN will mail a hard copy of the applicable prevailing wages for this project. To request a copy of the applicable prevailing wage rates please e-mail Procurement@c-tran.org.