

PERFORMANCE, PAYMENT & WARRANTY BOND

RCW 39.08

KNOW ALL PERSONS BY THESE PRESENTS, that, Graphic House Inc.
doing business as an corporation and licensed to do business in the State of
(Individual, Partnership, or Corporation organized under the laws of the State of)
Washington as a contractor, as PRINCIPAL, and Cincinnati Insurance Company as a
(Name of Surety)
corporation organized under the laws of the State of OH and authorized to transact business
(if not corp explain)
in the State of Washington as a surety, as SURETY, their heirs, executors, administrators, successors
and assigns, are jointly and severally held and bound unto the COUNTY of Snohomish, Washington,
hereinafter called COUNTY, for payment in the sum of two hundred forty thousand nine hundred eleven Dollars
(\$ 240,911). Surety agrees that in all matters relating to this obligation, that surety is bound by
the laws of the State of Washington and that surety is subject to the jurisdiction of the State of
Washington.

THE CONDITION OF THIS OBLIGATION IS THAT: WHEREAS, on the 9 day of September, 2024,
the PRINCIPAL executed a contract with the COUNTY for

Project Name: Paine Field North Monument Repair

Project Number: 32274

WHEREAS, the PRINCIPAL, in the terms, conditions and provisions of the contract, agreed to furnish
all material and do certain work, to-wit: that the PRINCIPAL will undertake and complete the project
identified above according to the maps, plans, specifications and other documents made a part of
said contract, which contract as so executed, is attached hereto, and by this reference is incorporated
herein and made a part hereof as fully for all purposes as if set forth at length.

NOW, THEREFORE, if the PRINCIPAL shall faithfully and truly observe and comply with the terms,
conditions, and provisions of said contract in all respects and shall well and truly and fully do and
perform all matters and things undertaken to be performed under said contract, upon the terms
proposed therein, and within the time prescribed therein, and until the same is accepted by the
COUNTY, and shall pay all laborers, mechanics, subcontractors and material persons, and all persons
who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of
such work, and shall in all respects faithfully perform said contract according to law, then this
obligation is to be void, otherwise to remain in full force and effect.

WITNESS our hands this 9 day of September, 2024

PRINCIPAL
Name: Graphic House Inc

Address: 8101 International Dr.

Wauwatosa WI 54401

By: Paul R. Harke
(Signature of Authorized Rep.)


Paul R. Harke
(Typed Name of Authorized Rep.)

Title: COO

SURETY

Name: Stephanie Gruling
(Attorney-in-fact for SURETY*)

Compass Insurance a division of HUB International
Name/Address of Local Office or Agent

By: 
Stephanie Gruling
(Typed name of Attorney-in-Fact)

ACCEPTED: SNOHOMISH COUNTY

By: Klein, Ken Digitally signed by Klein, Ken
Date: 2024.10.15 11:14:31
-07'00'
Ken Klein
Executive Director

Date: _____

Approved as to form:

By: _____
Deputy Prosecuting Attorney

Date: _____

*This bond must be accompanied by a fully executed Power of Attorney appointing the Attorney-in-Fact.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

John R. Guemdt; Stephanie Gruling; Jennifer Harris; Katie McKelvey and/or Christine Keyes

of Kronenwetter, Wisconsin their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to

Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows.

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Senior Vice President this 19th day of December, 2018.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Guemdt

On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 9 day of September, 2024



Ed H.

CONTRACT DOCUMENTS

These documents will be submitted by the Contractor within ten (10) days and prior to contract execution.

CONTRACT DOCUMENTS CHECKLIST

THE FOLLOWING FORMS ARE TO BE EXECUTED BY THE CONTRACTOR AND SUBMITTED TO THE COUNTY WITHIN TEN (10) CALENDAR DAYS AND PRIOR TO CONTRACT EXECUTION.

_____ (1) **AGREEMENT, INSURANCE REQUIREMENTS.**

This agreement is to be executed by the Contractor.

_____ (2) **PERFORMANCE, PAYMENT & WARRANTY BOND.**

To be executed by the Contractor and his/her surety company.

In an effort to standardize usage of forms, to ensure compliance with performance bond requirements and to help expedite processing of contract documents, the contractor is requested to utilize the enclosed Performance, Payment & Warranty Bond form rather than their surety's standard form.

_____ (3) **CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE.**

"Contractor's Declaration of Option for Management of Statutory Retained Percentage" - to be executed by the contractor.

OR in Lieu of Retainage:

_____ (4) **RETAINAGE BOND**

AGREEMENT

This agreement (the "AGREEMENT") is made this _____ of _____, _____, by and between SNOHOMISH COUNTY (the "OWNER" or the "COUNTY") and Graphic House Inc, doing business as a Corporation (Firm Name) duly licensed to conduct business in the State of Washington (the "CONTRACTOR").

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

1. The term "CONTRACT DOCUMENTS" means and includes the following, which are incorporated herein by reference as if fully set forth herein:

- | | |
|---|--|
| (A) AGREEMENT | (H) Additional Contractor Information |
| (B) Insurance Requirements | (J) Technical Specifications |
| (C) Performance, Payment and Warranty Bond | (K) Special Provisions |
| (D) Contractors Declaration of Option for Management of Statutory Retained Percentage | (L) Shop Drawings A.3 Job # 6091 |
| (E) Assignment of Savings or Time Deposit Escrow Retained Percentage Holding Account | (M) Stamped Structural Drawings, July 2020 |
| (F) General Conditions | |
| (G) Certification of Compliance with Wage Payment Statutes | |

and all modifications or changes issued pursuant to the CONTRACT DOCUMENTS.

In the event of an inconsistency between the terms of this AGREEMENT and any of the other CONTRACT DOCUMENTS, the terms of this AGREEMENT shall control. In the event of an inconsistency among other CONTRACT DOCUMENTS, there shall be no order of precedence.

2. To be considered qualified to be awarded a County contract for public work, the Contractor must:
- A. Have a certificate of registration in compliance with Chapter 18.27 RCW;
 - B. Have a current state unified business identifier (UBI) number;
 - C. If applicable, have:
 - a. Industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW.
 - b. a state employment security department number as required in Title 50 RCW; and
 - c. a state excise tax registration number as required in Title 82 RCW;
 - D. Not be disqualified from any public works contract under RCW 39.06.010 or RCW 39.12.065(3); and
 - E. Until December 31, 2013, not have violated section 1, chapter 276, Laws of 2010 (codified as RCW 39.04.370, "Contract requirements – Off-site prefabricated items – Submission of information"), more than one time as defined by the State Department of Labor and Industries.
 - F. Within the three-year period immediately preceding the date of the contract, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited

or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 4.8, or 49.52 RCW.

3. The Contractor certifies that it is registered and licensed as required by the laws of the State of Washington.
4. The CONTRACTOR will perform the Paine Field North Monument Repair (the "WORK"), in accordance with the CONTRACT DOCUMENTS.
5. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS upon written notice to proceed (the "NOTICE TO PROCEED") and will complete the WORK within **Ninety (90) calendar days** from receipt of the NOTICE TO PROCEED, unless the period for completion is otherwise extended in accordance with the CONTRACT DOCUMENTS.
6. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK described herein, in accordance with the CONTRACT DOCUMENTS.
7. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of **Two Hundred Forty Thousand Nine Hundred Eleven Dollars (\$ 240,911.00)**, plus applicable Washington state sales tax.
8. A one hundred percent (100%) contractor's Performance Bond is required. The bond must be delivered to Snohomish County Purchasing within ten (10) days after notification and prior to contract execution. Approval of the bond by County officials is required before contract is final.
9. Appropriate insurance coverage is required and must be delivered to Snohomish County Purchasing within ten (10) days after notification and prior to contract execution. The contract is not considered final until acceptable proof of insurance is received and approved by the County.
10. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth, such amounts as required by the CONTRACT DOCUMENTS.
11. Contractor is responsible for being fully informed of the conditions relating to the project and the employment of labor thereon. Failure to be so informed will not relieve the Contractor of obligations to furnish all material and labor necessary to carry out the provisions of the contract.

Insofar as possible, the Contractor in carrying out work under the contract must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
12. The CONTRACTOR must verify mandatory responsibility criteria for each first tier subcontractor, and its subcontractors of any tier that hire other subcontractors must verify mandatory responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and SCC 3.04.131(2) and possesses an electrical contractor license, if required by Chapter 19.28 RCW, or an elevator contractor license, if required by Chapter 70.87 RCW.
12. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
13. The CONTRACTOR shall defend, indemnify and hold the COUNTY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including

attorney fees, arising out of or in connection with the performance of this AGREEMENT, except for injuries and damages caused by the sole negligence of the COUNTY.

Should a court of competent jurisdiction determine that this AGREEMENT is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONTRACTOR and the COUNTY, its officers, officials, employees and volunteers, the CONTRACTOR's liability hereunder shall be only to the extent of the CONTRACTOR's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONTRACTOR's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this AGREEMENT.

14. The CONTRACTOR shall procure and maintain for the duration of the AGREEMENT, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the WORK hereunder by the CONTRACTOR, its agents, representatives, employees or subcontractors, as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

15. **Non-Discrimination.** It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

16. **General Civil Rights Provisions.**

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

17. **Title VI (Federal) Non-Discrimination**

Snohomish County assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity.

Snohomish County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

18. Federal Non-Discrimination.

Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

- a. General Civil Rights Provisions: The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- b. Title VI Solicitation Notice: The Snohomish County Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin.
- c. Compliance with Nondiscrimination Requirements: During the performance of this contract, the Contractor, for itself, its assignees, its consultants, its subcontractors and successors (hereinafter collectively referred to as contractor) in interest agrees as follows:
 1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract as **Addendum C.**
 2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** If subcontracts applicable, in all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
 4. **Information and Reports.** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be

determined by the County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this contract, the County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, if any. The Contractor will take action with respect to any subcontract as the County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, the contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

19. Compliance with Grant Terms and Conditions.

The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

20. **Public Records Act:** Submittals received by Snohomish County become public records and are subject to Chapter 42.56 RCW, the Public Records Act. The Contractor should clearly identify in its submittal any specific information that it claims to be confidential or proprietary. If Snohomish County receives a Public Records Act request to view the information, its sole obligations shall be to notify the Contractor (1) of the request and (2) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the bidder fails to timely obtain a court order enjoining disclosure, Snohomish County will release the requested information on the date specified.

21. CONDITIONS OF THE WORK:

Contractor is responsible for being fully informed of the conditions relating to the project and the employment of labor thereon. Failure to be so informed will not relieve the Contractor of obligations to furnish all material and labor necessary to carry out the provisions of the contract.

Insofar as possible, the Contractor in carrying out work under the contract must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

22. ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other documents will be made to the Contractor orally.

Failure of Contractor to receive addenda or interpretation shall not relieve Contractor from any obligation as submitted.

23. OBLIGATION OF CONTRACTOR:

Contractor will be presumed to have inspected the site and to have read and to be thoroughly familiar with the specifications and contract documents. The failure or omission of the Contractor to examine any form, instrument or document shall in no way relieve the Contractor from any obligation of the Contract.

24. LAWS AND REGULATIONS:

The Contractors attention is directed to the fact that all applicable federal, state, and municipal laws, ordinances and regulations and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written in full.

25. COMMUNICATION:

It is critical to the timely and successful completion of this project that clear and concise communication between the Contractor and owner prevails throughout the project. The Contractor's representative in charge of completing the work must be fluent in the English language, and proficient at reading, understanding, and interpreting drawings, plans, specifications, blueprints, etc. The selected contractor will be required to demonstrate compliance prior to commencing work.

26. EQUAL OPPORTUNITY EMPLOYER:

Snohomish County is an Equal Opportunity Employer. Participation by handicapped/disabled, minority, and women-owned businesses are encouraged.

27. SECURITY FOR FAITHFUL PERFORMANCE:

Simultaneously with delivery of the executed contract, the Contractor shall furnish a surety bond for faithful performance of the contract and for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract as specified in the general conditions included herein and therein. This bond shall be in force until completion of the project and acceptance by the County, and also the forty-five (45) day period following project completion during which liens may be filed. The bond shall cover for a period of one (1) year after acceptance by the County, as respects faulty workmanship and materials.

The surety on such bonds shall be a surety insurer who meets the requirements of Chapter 48.28 RCW and must be satisfactory to the County.

The bonds required by RCW 39.08.010 shall include the contracted amount.

In an effort to standardize usage of forms, to ensure compliance with performance bond requirements and to help expedite processing of contract documents, the contractor is requested to utilize the enclosed Performance, Payment & Warranty Bond form rather than their surety's standard form.

28. POWER OF ATTORNEY:

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

29. RETAINED PERCENTAGE:

Pursuant to Chapter 60.28 RCW, Snohomish County will retain five percent (5%) of all monies earned by the Contractor until project completion and acceptance, and receipt of required documentation. Included in this bid package is the Contractor's Declaration of Option for

Management of Statutory Retained Percentage form that is to be submitted by the Contractor within ten (10) days and prior to contract execution.

30. SALES TAX:

Retail public work projects (construction and alteration of structures) require sales tax be paid on the entire contract amount (both materials and labor). Tax shall be included as a separate amount on all invoices. The tax rate shall be determined by the project location.

Public road and highway projects require sales tax be paid on materials only. Sales tax on material shall be shown as a separate line item on the bid proposal and all invoices.

31. PRE-CONSTRUCTION CONFERENCE:

Prior to construction, the accepted Contractor and subcontractors shall attend a pre-construction conference. The Contractor will present a progress schedule identifying the elements of work with sequence and completion dates for each major work item.

No construction will be started until the progress schedule is approved.

32. SPECIAL SCHEDULING AND COMPLETION DATES:

The work shall be completed within 30 working days from Notice to Proceed. It shall be necessary to coordinate with the County if any work can continue past this date.

33. SOLID WASTE DISPOSAL:

All solid waste generated in unincorporated areas and within the corporate limits of cities and towns of Snohomish County must be disposed of at a Snohomish County solid waste facility, required by SCC 7.35.125.

If there is a C&D recycling container on the project site, no more than 10% by volume of its contents can be solid waste. If more than 10% by volume of its contents is solid waste, the entire box must be disposed of at a Snohomish County facility and is considered garbage. Containers of solid waste must be transported by the Washington Utilities and Transportation Commission (WUTC) certified hauler or the contracted city hauler for that area.

Any construction site provided service via a C&D recycling container must also provide a container of appropriate size for solid waste in accordance with WAC 173-345-040.

Businesses or contractors that provide hauling and disposing of garbage as an ancillary operation to their primary service are permitted to haul garbage, as long as it is disposed of at a Snohomish County owned and operated facility.

Prior to contract execution, the contractor may be required to submit a solid waste disposal plan.

34. PREVAILING WAGE RATES

The Contractor must comply with the provisions of Chapters 39.16 and 39.12 of the Revised Code of Washington, relative to the employment of Washington residents at or above the prevailing wages for the specific type of work involved as determined by the United States Department of Labor and will be required to certify to this effect prior to each and any payments made by the County.

The prevailing rate of wages to be paid to all workers, laborers, or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of RCW 39.12,

as amended. The rules and regulations of the Department of Labor and Industries and the Schedule of Prevailing Wage Rates for the locality or localities where this contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries are by reference made a part of this contract as though fully set forth herein.

In case any wage dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest including labor and management representatives, the matter shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as amended.

Contractors shall acquaint themselves with all conditions affecting labor rates and impending negotiations for labor agreements. Contractor shall pay new schedules, when and if required, without additional cost to the Owner.

Forms may be obtained from the Department of Labor & Industries. The fees for each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" shall accompany each form submitted to the Department of Labor & Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor & Industries. Such application, 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.

Prior to commencing work, each Contractor and each and every subcontractor shall file a sworn "Statement of Intent to Pay Prevailing Wages" (L&I Form #F700-029-000) with the Department of Labor and Industries certifying the rate of hourly wages to be paid each classification of laborers, workers, or mechanics employed upon the work by the Contractor or subcontractor which shall be not less than the prevailing rate of wage. Fringe benefits for each job classification to be utilized shall also be included.

Prior to any payment, the Contractor and each subcontractor shall submit to the County a "Statement of Intent to Pay Prevailing Wages" approved by the Washington State Department of Labor & Industries.

Each voucher claim or invoice submitted by a Contractor for payment on a project shall state: ***"Prevailing wages have been paid in accordance with the prefiled Statement of Intent to Pay Prevailing Wages on file with the public agency in accordance with RCW 39.12.040"***. Each invoice shall list sales tax as a separate line item.

Retainage shall be held by the County in accordance with RCW 60.28.

For projects over \$10,000, Contractors must post an approved copy of the Statement of Intent, (listing the labor classification and wages used on the project) at the job site. In the event the Statement of Intent has not been approved by the Department of Labor & Industries before work begins, the complete listing of prevailing wage rates for that County may be posted and distributed in lieu of the approved Statement of Intent.

The Contractor shall, within ten days after it receives a written request, file a certified copy of the payroll records with the County.

Upon completion of work, each contractor and each and every subcontractor shall file a sworn "AFFIDAVIT OF WAGES PAID" (L&I Form #F700-007-000) with the Department of Labor and Industries certifying the rate of hourly wages paid each classification of laborers, workers, or

mechanics employed upon the work by the Contractor or subcontractor which shall be not less than the prevailing rate of wage. Fringe benefits for each job classification to be utilized shall also be included.

Upon completion of this contract, the County must receive from the Contractor and each and every subcontractor a copy of the "Affidavit of Wages Paid" approved by the State Department of Labor & Industries.

Retainage will be released upon receipt of all necessary documentation (including but not limited to releases from the Department of Labor & Industries, Department of Employment Security and, when applicable, Department of Revenue), the settlement of any liens, and in accordance with Chapter 60.28 of the Revised Code of Washington.

Snohomish County is required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) in the solicitation and contract documents. To comply with this requirement, the County is providing the following applicable prevailing wage rate information:

- A. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address:
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
- B. This project is located in Snohomish County; therefore, the Snohomish County wage rates must be used.
- C. The effective prevailing wage date is the same date as the bid due date as referenced in the original bid or RFP document or as revised per addenda.

A copy of the applicable prevailing wage rates are also available for viewing at the County's Purchasing office located in the Robert J. Drewel Building, 6th Floor, 3000 Rockefeller Avenue, Everett, WA 98201. Upon request, the County will mail a hard copy of the applicable prevailing wage rates for this project.

IN WITNESS WHEREOF, the CONTRACTOR has executed this instrument on the day and year first written above, and the OWNER has caused this instrument to be executed by, and in the name of Snohomish County, the day and year first written below.

SNOHOMISH COUNTY

By Klein, Ken Digitally signed by Klein, Ken
Date: 2024.10.15 11:15:45 -07'00'
Ken Klein Date
Executive Director

CONTRACTOR

By Paul B. Harke 08-13-24
Signature of Company Officer Date
Paul B. Harke COO
Printed Name and Title
Graphic House, Inc.
Contractor Name

INSURANCE REQUIREMENTS

No Limitation. CONTRACTOR's maintenance of insurance as required by the AGREEMENT shall not be construed to limit the liability of the CONTRACTOR to the coverage provided by such insurance, or otherwise limit the insurance to the additional insured, or the COUNTY's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance and Limits

CONTRACTOR shall obtain insurance of the types described below:

1. Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from Premises Operations, Products-Completed Operations, Personal Injury/Advertising Injury, and Liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage.
2. Automobile Liability insurance covering Any Auto (Symbol 1) with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01, or a substitute form, providing equivalent liability coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk (Applicable X Not Applicable) insurance covering interests of the COUNTY, the CONTRACTOR, subcontractors, and sub-subcontractors in the WORK in the amount of the completed value of the WORK with no coinsurance provisions. Builders Risk insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage for physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. Deductibles for flood and earthquake perils may be accepted by the COUNTY upon written request by the CONTRACTOR and written acceptance by the COUNTY. Any increased deductibles accepted by the COUNTY will remain the responsibility of the CONTRACTOR. The Builders Risk insurance shall be maintained until final acceptance of the WORK by the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk (if applicable) insurance:

1. 'Snohomish County, its officers, elected officials, agents and employees' shall be named as additional insured including Products-Completed Operations. An Additional Insured Endorsement must be attached to the Certificate of Liability Insurance. The following Additional Insured Endorsements are acceptable: an ISO standard CG 20 10 Owners, Lessees, Contractors – Scheduled Person or Organization AND CG 20 37 Owners, Lessees, Contractors – Completed Operations, or their equivalent.
2. Insurance placed with insurers with a current A.M. Best rating of not less than A:VII.
3. The CONTRACTOR's insurance coverage shall be primary insurance with respect to the COUNTY. Any insurance or self-insurance coverage maintained by the COUNTY shall be excess of the CONTRACTOR's insurance and shall not contribute with it. The COUNTY reserves the right to approve all deductibles and to receive a certified copy of insurance policies.
4. The CONTRACTOR's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY.

RM Bid Pkg Form Rev (2015/04)

C. Contractor's Insurance for Other Losses

The CONTRACTOR shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, CONTRACTOR's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the CONTRACTOR, or the CONTRACTOR's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

D. Waiver of Subrogation

The CONTRACTOR and the COUNTY waive all rights against each other any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance (if applicable) or other property insurance obtained pursuant to the Insurance Requirements provisions of this CONTRACT or other property insurance applicable to the WORK. The policies shall provide such waivers by endorsement or otherwise.

E. Verification of Coverage

CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance and a copy of the amendatory endorsements, including but not necessarily limited to the Additional Insured Endorsements, evidencing the compliance with the required insurance by the CONTRACTOR before commencement of the WORK.

Before any exposure to loss may occur, the CONTRACTOR shall file with the COUNTY a copy of the Builders Risk insurance policy (if applicable) that includes all applicable conditions, exclusions, definitions, terms and endorsements related to the WORK.

The COUNTY reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

CONTRACTOR shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the CONTRACTOR (with the exception of Builders Risk insurance, if applicable). At the request of the COUNTY, the CONTRACTOR shall provide evidence of such insurance.

PERFORMANCE, PAYMENT & WARRANTY BOND

RCW 39.08

KNOW ALL PERSONS BY THESE PRESENTS, that, _____ doing
 (Name of Contractor)
 business as an _____ and licensed to do business in the State of
 (Individual, Partnership, or Corporation organized under the laws of the State of)
 Washington as a contractor, as PRINCIPAL, and _____ as a
 (Name of Surety)
 corporation organized under the laws of the State of _____ and authorized to transact business
 (if not corp. explain _____)
 in the State of Washington as a surety, as SURETY, their heirs, executors, administrators, successors
 and assigns, are jointly and severally held and bound unto the COUNTY of Snohomish, Washington,
 hereinafter called COUNTY, for payment in the sum of _____ Dollars
 (\$_____). Surety agrees that in all matters relating to this obligation, that surety is bound by
 the laws of the State of Washington and that surety is subject to the jurisdiction of the State of
 Washington.

THE CONDITION OF THIS OBLIGATION IS THAT: WHEREAS, on the ____ day of _____, 20____,
 the PRINCIPAL executed a contract with the COUNTY for

Project Name: _____

Project Number: _____

WHEREAS, the PRINCIPAL, in the terms, conditions and provisions of the contract, agreed to furnish
 all material and do certain work, to-wit: that the PRINCIPAL will undertake and complete the project
 identified above according to the maps, plans, specifications and other documents made a part of
 said contract, which contract as so executed, is attached hereto, and by this reference is incorporated
 herein and made a part hereof as fully for all purposes as if set forth at length.

NOW, THEREFORE, if the PRINCIPAL shall faithfully and truly observe and comply with the terms,
 conditions, and provisions of said contract in all respects and shall well and truly and fully do and
 perform all matters and things undertaken to be performed under said contract, upon the terms
 proposed therein, and within the time prescribed therein, and until the same is accepted by the
 COUNTY, and shall pay all laborers, mechanics, subcontractors and material persons, and all persons
 who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of
 such work, and shall in all respects faithfully perform said contract according to law, then this
 obligation is to be void, otherwise to remain in full force and effect.

WITNESS our hands this ____ day of _____, _____.

PRINCIPAL

Name: _____

By: _____
 (Signature of Authorized Rep.)

Address: _____

 (Typed Name of Authorized Rep.)

Title: _____

SURETY

Name: _____
(Attorney-in-fact for SURETY*)

By: _____

Name/Address of Local Office or Agent

(Typed name of Attorney-in-Fact)

ACCEPTED: SNOHOMISH COUNTY

By: _____

Date: _____

Approved as to form:

By: _____
Deputy Prosecuting Attorney

Date: _____

*This bond must be accompanied by a fully executed Power of Attorney appointing the Attorney-in-Fact.

**CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE**
(REFERENCE - CHAPTERS 60.28 AND 39.12 RCW)

Project Name: **Paine Field North Monument Repair**

I hereby elect to have the retained percentage of this contract: (Choose One)

1. FUNDS TO BE HELD BY AGENCY:

Retained in a fund by the County for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is latter, and in accordance with Chapters 60.28 and 39.08 RCW.

Date: _____ Signed: _____

2. FUNDS TO BE PLACED IN SAVINGS ACCOUNT:

Deposited by the County in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is latter, and in accordance with Chapters 60.28 and 39.08 RCW. Interest on such account shall be paid to the Contractor.

If this option is selected, complete an "Assignment of Savings" or the attached "Time Deposit Escrow Retained Percentage Holding Account" form.

Date: _____ Signed: _____

3. FUNDS TO BE PLACED IN AN ESCROW ACCOUNT CHOSEN BY CONTRACTOR:

Placed in escrow with _____
(designate a bank or trust company) by the County until thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is latter, and in accordance with Chapters 60.28 and 39.08 RCW.

Submit 3 signed escrow agreements from your bank and attach to this option form.

When the monies reserved are to be placed in escrow, the County shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. This check shall be converted into bonds and securities chosen by the Contractor and approved by the County and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues.

I further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The County shall not be liable in any way for any costs or fees in connection therewith.

Date: _____ Signed: _____

4. BOND IN LIEU OF RETAINAGE:

Effective until sixty (60) days following completion date of the work and in accordance with Chapters 60.28 and 39.12 RCW.

Date: _____ Signed: _____

**ASSIGNMENT OF SAVINGS OR TIME DEPOSIT ESCROW
RETAINED PERCENTAGE HOLDING ACCOUNT**

The undersigned _____ hereby referenced to as "Contractor" has directed SNOHOMISH COUNTY herein referred to as "Agency" to deliver its warrants or checks payable to _____, hereinafter the "Bank" and the Contractor jointly. Such warrants or checks shall be deposited to Account # _____ as an Escrow Retained Percentage Holding Account.

All deposits to the account shall not be subject to withdrawal until the Bank is notified by the Agency, in writing, authorizing the release of such funds. All interest earned on this account shall be paid to the Contractor. Any costs or fees incurred as a result of placing the said retained percentage funds in this account shall be paid by the Contractor.

SNOHOMISH COUNTY	
Contractor	Agency
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____

Date: _____	Date: _____

Bank	
Signature: _____	
Name: _____	
Title: _____	
Address: _____	

Phone: _____	
Date: _____	



SNOHOMISH COUNTY
ESCROW AGREEMENT INSTRUCTIONS

Attached are three escrow agreements to be completed by your company and forwarded to your escrow agent for completion and retention as follows:

- 1) Have the escrow agent retain one completed signed agreement
- 2) Retain one completed agreement for your files
- 3) Return the third completed agreement to:

Contact Name: _____
Dept/Division: _____
Address: _____

If you have any questions, contact _____ at (425) ____-____, ext. ____.

**County Departments: Please send copy of completed agreement to Finance c/o Accounting Analyst.*



Snohomish County

Contract No.: _____

Public Body: Snohomish County

Project Name: _____

Completion Date: _____

Escrow No.: _____

ESCROW AGREEMENT

TO: _____ ESCROW AGENT
(ESCROW AGENCY AND BRANCH)

_____ ESCROW AGENCY

_____ ADDRESS

_____ CITY

WASHINGTON _____
ZIP CODE

This Escrow Agreement is for the investment of the retained percentages of the above contract in accordance with Chapter 38, Laws of 1970, amending RCW 60.28.011, 60.28.030 and 60.28.050.

The Undersigned, _____, hereinafter referred to as the Contractor, has directed Snohomish County, hereinafter referred to as the Public Body, to deliver to you its warrants, checks or drafts which shall be payable to you and the Contractor jointly. Such warrants, checks or drafts are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Upon delivery to you, warrants, checks or drafts made payable to you and the Contractor jointly shall be endorsed by you and forwarded for collection. The moneys from all such warrants, checks or drafts received hereunder shall be used by you to purchase bonds or other securities selected by the Contractor and approved by the Public Body. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided said direction otherwise conforms with the restrictions on investments recited herein. The Contractor, subject to express written approval of the Public Body, may select other bonds or securities, except stocks.
2. The investments selected by the Contractor, approved by the Public Body and purchased by you must mature on or before the date set for the completion of the contract, including extensions thereof. After the completion date of the contract, you shall not be required to invest the money held by you and derived from the sale or redemption of matured investments until authorized to do so by the Contractor and the Public Body, which authorization shall include the completion date of the extension.
3. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.
4. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the Public Body's warrants) except in accordance with the written instructions from the Public Body. Compliance with such instructions shall relieve you of any further liability related thereto.
5. In the event the Public Body orders you to do so in writing, you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you, hereunder, to the Public Body.



6. The Contractor agrees to pay you for your services and hereunder compensation in accordance with your published schedule of Escrow Fees - Public Works Contracts. Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the Public Body directs the release to the Contractor of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.
7. This agreement shall not be binding until executed by the Contractor and the Public Body and accepted by you.
8. This instrument contains the entire agreement between you, the Contractor, and the Public Body with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow and do hereby execute this agreement on this _____ day of _____, 20____.

Snohomish County

(Contractor)

(Public Body)

By _____
(Title)

(Address)

(Date)

(City, State, Zip code)

(Tax Identification No.)

The above escrow instructions received and accepted this _____ day of _____, 20____.

ESCROW AGENT

By _____ AUTHORIZED OFFICER

SNOHOMISH COUNTY
RETAINAGE BOND
(Bond In Lieu of Retainage - RCW 60.28)

KNOW ALL PERSONS BY THESE PRESENTS, THAT _____ a corporation organized under the laws of the State of _____ and registered to do business in the State of Washington as a contractor, as Principal, and _____ a corporation organized under the laws of the State of _____ and registered to transact business in the State of Washington as surety, as Surety, their heirs, executors, administrators, successors and assigns, are jointly and severally held and bound to the County of Snohomish, Washington, hereinafter called COUNTY, and are similarly held and bound unto the beneficiaries of the trust fund created by RCW 60.28, in the sum of five percent (5%) of all amounts earned by the Principal on the contract described below.

THE CONDITIONS OF THIS BOND OBLIGATION ARE THAT:

WHEREAS, on the _____ day of _____, 20____, the Principal executed a contract with the COUNTY for:

Project Name: _____

Contract Number _____; and

WHEREAS, said contract and RCW 60.28 require the COUNTY to withhold from the Principal the sum of five percent (5%) from monies earned by the Principal on estimates during the progress of the construction, hereinafter referred to as earned retained funds;

AND WHEREAS, the Principal has requested that the County not retain any earned retained funds as allowed under RCW 60.28.

NOW, THEREFORE, the condition of this obligation is such that the surety is held and bound to the COUNTY and to the beneficiaries of the trust fund created by RCW 60.28 in the sum of five percent (5%) of the final contract cost which shall include any increases due to change orders, increases in quantities of work, addition of new items of work, or otherwise, hereafter referred to as the final contract cost. If the Principal shall use the earned retained funds, which will not be retained, for the trust fund purposes of RCW 60.28, and all trust fund purposes of RCW 60.28 have been met, then this obligation shall be null and void; otherwise, it shall remain in full force and effect until release is authorized in writing by the COUNTY.

IT IS FURTHER EXPRESSLY AGREED THAT:

1. The liability of the Surety under this bond shall not exceed five percent (5%) of the final contract cost, if no monies are retained by the COUNTY on estimates during the progress of construction.
2. The COUNTY reserves the right to resume the actual withholding of earned retained funds according to the contractor's designated option for management of Retainage under RCW 60.28.010(2). In the event the COUNTY resumes withholding of earned retained funds, the liability of the Surety under this bond shall not exceed the actual amount of the earned retained funds which have been released and are not currently held by the COUNTY.

The Surety hereby consents to and waives notice of any extension in the time for performance of the contract, assignment of obligations under the contract, or contract alteration, amendment, or change order.

3. Any suit under this bond must be instituted within the time period provided by applicable

law. The bond shall be subject to all claims and liens and in the same manner and priority as set forth for retained percentages in RCW 60.28.

4. Until written release of this obligation by the COUNTY, this bond may not be terminated or canceled by the Principal or the Surety for any reason. Any extension of time for the Principal's performance on the contract, assignments of obligations under the contract or any amendment to the contract of any kind shall not release the Surety from its obligation under this bond.
5. RCW 60.28 authorizes the COUNTY to substitute a retainage bond in lieu of ever actually retaining earned retained funds and the Surety hereby waives any defense that this bond is void or otherwise not authorized by law
6. Any claim or suit against the COUNTY to foreclose the liens provided for by RCW 60.28 shall be effective against the Principal and Surety and any judgment under RCW 60.28 against the COUNTY shall be conclusive against the Principal and the Surety.

WITNESS our hands this _____ day of __, 2024.

SURETY:

PRINCIPAL:

(Name)

(Name)

Attorney-in-Fact for Surety

(Address)

(Typed Name)

(City, State, Zip Code)

(Name of Local Office or Agent)

(Signature of Authorized Representative)

(Address of Local Office or Agent)

(Typed Name of Authorized Representative)

(City, State, Zip)

(Title)

(Area Code and Phone Number)

(Area Code and Phone Number)

ACCEPTED:
SNOHOMISH COUNTY

DATED

*This bond must be accompanied by a fully executed Power of Attorney appointing the Attorney-in-fact.

GENERAL CONDITIONS

1. Contract and Contract Documents

The Plans, Specifications, and Addenda shall form part of the contract and the provisions thereof shall be binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines, and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

2. Definitions

The following terms, as used in these General Conditions are respectively defined as follows:

- (a) "Contractor": A person, firm, or corporation with whom this Contract is made by the Owner.
- (b) "Subcontractor": A person, firm, or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- (c) "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.
- (d) "Apprentice": (1) A person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau; or (2) a person in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, or who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Council (where appropriate) to be eligible for probationary employment as an apprentice.
- (e) "Trainee": A person receiving on-the-job training in a construction operation under a program that is approved (but not necessarily sponsored) by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and that is reviewed from time to time by the Manpower Administration to ensure that the training meets adequate standards.
- (f) "Project Management/Construction Management" PM/CM: The airport signage was designed by Tangram Design, LLC (Designer) and they have been retained by the County to provide project management and construction management services on the airport signage project. Designer shall observe, review and advise on the sign fabrication and installation process for the airport.

3. Additional Instructions and Detail Drawings (if applicable)

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with these performance documents. The Contractor will carry out the work in accordance with additional detail drawings and instructions. The Contractor and the PM/CM will prepare jointly: (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished to the Owner in accordance with said schedule; and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing, and installation of materials, supplies, and equipment, and the completion of the various parts

GENERAL CONDITIONS (Cont'd)

of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. Shop or Setting Drawings

The term "shop drawings" includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performances and test data, and similar materials requested by the Engineer or required by the specifications to be furnished by the Contractor to explain in detail specific portions of the work required by the Contract. The Contractor shall coordinate all submittals and review them for accuracy, completeness, and compliance with the contract requirements and shall indicate his approval thereon as evidence of such coordination and review. Items submitted to Engineer without evidence of the Contractor's approval will be returned for resubmission.

The Contractor shall promptly submit the PM/CM and Engineer with two (2) hard copy and a digital copy of each shop or setting drawings in accordance with the predetermined schedule. After the PM/CM and Owner examines and returns the drawings, the Contractor shall make any indicated corrections to the drawings and return two corrected copies to the PM/CM and Engineer. Regardless of corrections made in or approval given to such drawings by the Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications unless he notifies the Engineer, in writing, of any deviations at the time he furnishes such drawings.

The Engineer will indicate approval or disapproval of each submittal and, if not approved as submitted, will indicate reasons therefore. Any work done prior to approval shall be at Contractor's own risk. Approvals shall not relieve the Contractor from responsibility for complying with the requirements of the Contract. If submittals show variations from Contract requirements, the Contractor shall describe such variations in writing, within the cover letter at the time of submission. Approval of such variation(s) shall be accompanied with a Contract Modification. Minor variations not involving a change in price at time of performance will not be issued a modification

5. Materials, Services, and Facilities

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants the Contractor has good title to all materials and supplies used by the Contractor in the work, free from all liens, claims, or encumbrances.

GENERAL CONDITIONS (Cont'd)

7. Inspection and Testing of Materials

All materials and equipment used in the construction of the project shall be subject to adequate testing and inspection in accordance with accepted standards. The laboratory or inspection agency will be selected by the Owner. Unless noted otherwise in these Specifications the cost of special testing required shall be borne by the Contractor.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses.

The Contractor shall select and pay for a certified testing firm to complete Quality Control sampling and testing and a portion of the acceptance sampling and testing as outlined by the technical specifications. Payment for this work shall be incidental to the Bid Item it applies to. Quality Assurance sampling and testing will be performed by the Engineer.

The Quality Control and Quality Assurance testing firms shall take all directions from and report directly to the Engineer, as requested, and/or as outlined by the individual construction specifications.

The Contractor shall plan an adequate number of qualified persons and equipment to perform all required tests to meet the Contractor's schedule and within the time frame required by the specifications.

8. "Or Equal" Clause

Whenever a material, article, or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers or vendors names, trademarks, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the article, material, or equipment so proposed is, in the opinion of the Owner, of equal substance and function. It shall not be purchased or installed by the Contractor without the Owner's written approval.

9. Patents

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any kind or nature, including costs and expenses for or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the contract documents.

License or Royalty Fee: License and/or Royalty Fees for the use of a process that is authorized by the Owner must be reasonable, and will be paid directly by the Owner to the holder of the patent or their authorized licensee.

If the Contractor uses any design, device, or materials covered by letters patent, or copyright, the Contractor shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device, or materials. It is mutually agreed and understood that, without exception, the contract price shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work.

GENERAL CONDITIONS (Cont'd)

The Contractor and/or the Contractor's Sureties shall indemnify and save harmless the Owner from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, or materials, or any trademark or copyright in connection with work under this contract, and

shall indemnify the Owner for any cost, expense, or damage that it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. Surveys, Permits, and Regulations

Unless otherwise expressly provided for in this contract, the Owner will furnish the Contractor with all necessary survey control. The Contractor shall verify survey control and provide verification survey notes to the Engineer, and shall be responsible for maintenance of survey control throughout the contract. The Contractor will procure and apply for all permits, licenses, and approvals necessary for the execution of the work. The cost of the Building Permit from all jurisdictions, and all other licenses, permits and fees necessary for the completion of this project, is the responsibility of the Contractor.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, and other protective facilities.

The Contractor shall coordinate with Owner and other agencies to secure approval of sign locations from all impacted jurisdictions.

11. Contractor's Obligations

The Contractor shall and will, in good quality manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the direction of the Owner as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Owner. Protection of the environment – no construction related activity shall contribute to the degradation of the environment, allow material to enter surface or ground waters, or allow particulate emissions to the atmosphere, which exceed State or Federal standards. Any actions that potentially allow a discharge to State waters must have prior approval of the Washington State Department of Ecology.

Contractor shall comply with all Federal, State and Local Water Quality Regulations. In addition, Contractor shall; comply with Snohomish County's Salmon Safe Certification Condition 5 and Appendix "C" of the Infrastructure Standards included with this Contract; Designate a Certified Erosion and Sediment Control Lead; Install Erosion Control BMP's, as required; perform Inspections; Document Inspection results and report findings to the Engineer weekly or when required by contract.

The Contractor shall be responsible for the effective erosion control stabilization of the site and shall be responsible for compliance with all NPDES permit requirements. Any infraction, fine, penalty, lawsuit, mitigation, clean-up, and/or additional inspection and/or additional erosion control and/or any

GENERAL CONDITIONS (Cont'd)

other expense from acts of nature and/or neglect or failure of the contractor to provide effective erosion control of the project shall be borne by the Contractor. If, as Owner and/or Permittee, the Owner is assessed a fine, penalty, lawsuit, mitigation, clean-up, and/or additional inspection and/or erosion control and/or any other expense from the neglect or failure of the Contractor to provide effective erosion control of the project, these costs will be paid by the Contractor, either through Progress Payment retention, or other means agreeable to the Owner. Stormwater runoff leaving the construction site shall meet all NPDES requirements and shall have an NTU of 25 or less and a pH within 6.5 – 8.5 before it shall be released to flow off-site.

The Airport has provided an Environmental Review Form and Project Compliance form for Salmon Safe for the contractor to adopt or use as a guide for their own ECP and Salmon Safe Compliance. If these forms are adopted Contractor shall do so in writing and submit to the engineer at the time of contract execution.

A Spill Prevention, Control, and Countermeasure Plan (SPCC) shall be provided to the Airport Engineer for review and approval prior to work commencing.

The Contractor shall work as many shifts necessary to complete the work within the allotted contract time, and shall take full advantage of all favorable weather windows during the course of the contract duration, including, but not limited to use of multiple work crews, 24-hour construction, and/or weekend construction.

Contractor shall work with the Airport Engineer to acquire any additional permits required by Snohomish County or from any other agency needed to perform this work. Snohomish County Airport has acquired a Demolishing Permit from Snohomish County and a Notice of Intent from Washington State Clean Air Agency. Prior to start of construction the selected contractor will be listed on those documents as the responsible party for this work.

No work shall be allowed on Airport Rd during the hours of 0600 to 1900, Monday thru Friday. If work during those times is required it shall be requested 30 days prior and shall be in writing with a summary of work to be performed. Approval shall be in writing from the Owner, no verbal approvals will be permitted.

12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner shall direct, the Contractor will, and will cause their subcontractors to, protect carefully the Contractor's work and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, materials have been damaged or injured by reason of failure on the part of the Contractor or any of their subcontractors to so protect the work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work and Property - Emergency

The Contractor shall, at all times, guard the Owner's property from injury or loss in connection with this contract. The Contractor shall, at all times, safely guard and protect their own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss, or injury unless such is caused directly by errors contained in the contract or by the Owner, or Owner's duly authorized representative.

GENERAL CONDITIONS (Cont'd)

In case of an emergency, that threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act without previous instructions from the Owner in a diligent manner. Any claim for compensation of the Contractor due to such extra work shall be promptly submitted to the Owner for approval.

Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, the Contractor shall act as instructed or as authorized by the Owner.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in a manner provided in paragraph 17 of these General Conditions.

14. Inspection

The authorized representatives of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data records.

15. Reports, Records and Data

The Contractor shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning work performed or to be performed under this contract.

- a. Names, addresses, and phone numbers of electrical equipment suppliers/manufacturers. Including suppliers of replacement lamps
- b. Component parts list with manufacturer and part number
- c. Final wiring diagrams of lighting control system (where a new control panel and/or control system is installed)
- d. Equipment schematic and wiring diagrams showing all components cross references to the parts list
- e. Installation manuals.
- f. Maintenance and troubleshooting instructions (as needed)
- g. Operating instructions (as needed)
- h. Equipment warranties

Manual for equipment provided shall be separated by dividers. The dividers shall be labeled accordingly. Three ring binders marked with the project schedule(s), date of final inspection, as well as Contractor's subcontractor's names, addresses, and phone numbers.

16. Superintendence of Contractor

At the site of the work, the Contractor shall employ a construction superintendent or project manager who shall have full authority to act for the Contractor. Such representative must be approved by the Owner and must be present at all times when any work is being done on the project site by the Contractor or any subcontractor.

GENERAL CONDITIONS (Cont'd)

17. Changes in Work

No changes in the work covered by the approved contract documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An actual lump sum.
- (c) The actual cost of:
 - (1) Labor, including construction supervisors;
 - (2) Materials entering permanently into the work;
 - (3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - (4) Power and consumable supplies for the operation of power equipment;
 - (5) Insurance;
 - (6) Social Security and unemployment contributions.

To the cost under 17(c), there shall be added a fixed fee agreed upon but not to exceed the following percentages of the estimated cost of the work:

- Material properly supplied or work properly performed by the Contractor's own forces:
15%
- Cost owed directly to a Subcontractor or Supplier for materials properly supplied or work properly performed by that Subcontractor or Supplier: 8%
- Materials properly supplied or work properly performed by each of the Subcontractors own forces:
12%
- Cost owed directly to each Subcontractor of any tier of materials properly supplied or work properly performed by its Suppliers or Subcontractors of any lower tier: 8%.
- The above markups shall include Washington State Business and Occupations (B&O) tax.

18. Extras

Without invalidating the contract, the Owner may order extra work, or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. No claims for extra work or materials shall be allowed unless the work is ordered in writing by the Owner and the price is stated in the order.

GENERAL CONDITIONS (Cont'd)

19. Correction of Work

All work, all materials whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Owner or their representative who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes of which they are used. Should they fail to meet the Owner's or representatives approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at the Contractor's expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Owner, it is undesirable to replace any defective or damaged materials, or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amounts as in the judgment of the Owner shall be equitable.

20. Claims for Extra Costs

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Owner, as aforesaid and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of sub-paragraph 17(c) of these General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of costs, and when requested by the Owner, give the Owner access to accounts relating thereto.

21. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payment thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a base for additions to or deductions from the Contract price.

22. Acceptance of Final Payment as Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work, and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or the Contractor's Sureties from any obligation under this contract or the Performance and Payment Bond.

23. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than the twentieth day of the calendar month following that in which services are rendered (b) for all materials, tools and other expendable equipment to the extent of ninety percent of the cost thereof, not later than the thirtieth day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of the Contractor's subcontractors, not later than

GENERAL CONDITIONS (Cont'd)

the thirty days following each payment to the Contractor, the respective amount allowed the Contractor on account of the work performed by the Contractor's subcontractors to the extent of each subcontractors interest therein.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from the Owner. This clause applies to DBE and non-DBE subcontractors. If the Contractor withholds payment from the subcontractor without a bona fide reason or without providing prompt written documentation to the Owner, sanctions may be imposed upon the Contractor (prime). The Owner will determine if the Contractor is withholding payment without just cause, and interest may accrue on the unpaid balance owned to the subcontractor(s), however if a determination of just cause is made, then no interest will accrue. If the interest accrues on the amount due the subcontractor, the Contractor is responsible for including total amount to the subcontractor at the time of payment. If necessary, direct payments will be made to subcontractors, and deducted from the amount due the Contractor.

24. Additional or Substitute Bond

If at any time the Owner, for justifiable cause, shall be or become dissatisfied with the Surety or Sureties for the Performance and/or Payment Bonds, the Contractor shall, within five days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

25. Assignments

The Contractor shall not assign the whole or any part of this contract of any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instruments of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or material supplied for the performance of the work called for in this contract.

26. Separate Contracts

The Contractor shall coordinate their operations with work of other contractors that may be employed by the Owner. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including the Contractor's subcontractors, shall keep informed on the progress and the detail work of the Contractor, and shall notify the Owner immediately of lack of progress or defective workmanship on the part of the other contractors. Failure of the Contractor to keep informed of the work progressing on the site, and failure to give notice of lack of progress or defective workmanship by others, shall be construed as acceptance by the Contractor of the status of the work, as being satisfactory and in proper coordination with the Contractor's own work.

GENERAL CONDITIONS (Cont'd)

27. Subcontracting

The Contractor may utilize the services of specialty subcontractors on those parts of the work that under normal contracting practices are performed by specialty contractors.

The Contractor must be able to perform a majority of the work at their own facility. Subcontractors shall have a supportive role to the project and should not individually or collectively have a higher percentage of work to perform than the Contractor.

The Contractor shall not award any work to any subcontractor without prior written approval of the Owner that approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, that statement shall contain such information as the Owner may require.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of their subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts or omissions of persons directly employed by the Contractor.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the contract documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

29. Use of Premises and Removal of Debris

As a condition of the contract prior to execution, the contractor will be required to provide designated disposal sites for all surplus material and project debris.

The Contractor expressly undertakes, at the Contractor's own expense:

- (a) To take every precaution against injury to persons or damage to property;
- (b) To store the Contractor's apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the Contractor's work or the work of any other Contractors;
- (c) To place upon the work or any part thereof only such loads as are consistent with the safety of the portion of the work;
- (d) To continuously maintain and clean up all refuse, rubbish, scrap metals, and debris caused by the Contractor's operations, to the end that at all times the work site shall present a neat, orderly, and quality appearance;
- (e) Before final payment, remove all surplus materials, falsework, temporary structures, including foundations thereof, plant of any description, and debris of any nature resulting from the Contractor's operations, and to put the site in a neat orderly condition;

GENERAL CONDITIONS (Cont'd)

- (f) To affect all cutting, fitting, or patching of the Contractor's work required to make the same to conform to the plans and specifications and, except with the consent of the Owner, not to cut or otherwise alter the work of any other Contractor.

30. Quantities of Estimate

Whenever the estimated quantities of work to be done and materials to be furnished on a unit price basis under this contract are shown in any of the documents and the right is expressly reserved, except as herein otherwise specifically limited, to increase or decrease them as may be deemed necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or decrease shall in no way vitiate this contract, nor shall any such increase or decrease given cause for claims or liability for damages.

31. General Guarantee

Neither the final certificate of payment, nor any provision in the contract documents, nor partial or entire occupancy by the Owner, shall constitute an acceptance of work not done in accordance with the contract documents, or relieve the Contractor of liability in respect to any express warranties, or responsibility for any faulty material or workmanship. The Contractor shall remedy any defects in the work and pay for any damage for other work resulting therefrom that shall appear within a period of one year from the date of completion of work unless a longer period is specified. The Owner will give notice of observed defects promptly.

32. Notice and Service Thereof

Any notice to the Contractor from the Owner relative to any part of this contract shall be in writing, and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at the Contractor's last given address, or delivered in person to said Contractor or the Contractor's authorized representative at the work site.

33. Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted, and the contract shall be read and enforced as though it were included herein; and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

34. Use and Occupancy Prior to Acceptance by Owner

The Contractor agrees to the use and occupancy of a portion of the project by the Owner before formal acceptance by the Owner, provided the Owner:

- (a) Secures written consent of the Contractor.
- (b) Secures consent of the Surety.
- (c) Secures endorsement from the insurance carrier(s) permitting occupancy of the building or use of the project during the remaining period of construction.

GENERAL CONDITIONS (Cont'd)

35. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work or from authorizing its prosecution, by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason of such delay, but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay, with such determination set forth in writing.

36. Governing Law and Venue

It is agreed by the contractor that this contract shall be governed by the laws of Washington State. The venue for any lawsuit relating to this contract shall be Snohomish County, Washington. Contractors shall include a "Stipulation of Venue in Snohomish County" in all subcontracts hereunder. Should the Contractor or subcontractor be a non-resident of Washington State, each shall designate a Washington resident as agent upon whom process may be served before commencing work under this contract.

37. Disputes and Litigation

Failure on the part of the Owner or the authorized representatives or either to discover and condemn or reject bad or inferior work or materials shall not be construed as an acceptance of any such work or materials, on the part of the improvement in which they may have been used.

To prevent disputes and litigations, it is further agreed by the parties hereto that the Owner shall determine the quantity and quality of the several kinds of work embraced in these improvements and shall decide all questions relative to the execution of the work and in interpretation of the Plans and Specifications.

38. Performance Bond and Labor and Materials Payment Bond

The Owner shall have the right to require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations including labor and material payments arising during the Contract. These Bonds shall be provided as required in the Bidding Documents or in the Contract Documents.

39. Definition of Completion

The word "Completion", as used in the General Conditions and Specifications, shall be defined as "substantial completion". The date of substantial completion is the date certified by the Owner as the date construction is sufficiently complete, in accordance with the contract documents, as to allow the Owner to occupy the project or designated portion thereof, for the use for which it is intended.

40. Traffic Control Labor (if applicable)

The Contractor shall furnish all personnel for flagging and for the setup and removal of all temporary traffic control devices and construction signs necessary to control traffic during construction operations. Flaggers shall have a current certification (flagging card) from the State Department of Labor and Industries (WAC 296-155-305). Employees of the Contractor engaged in flagging or traffic control shall wear reflective vests and hard hats. The vests and hard hats shall be maintained by the Contractor in a neat, clean, and presentable condition. Upon completion of the work, the Contractor shall return any Contracting Agency furnished equipment in good condition to the Engineer, or

GENERAL CONDITIONS (Cont'd)

replace it in kind. The Contractor shall be charged for such equipment and the Contracting Agency will deduct the value from the Contractor's payment if it is lost or not returned in good condition. Any such apparel or equipment that is necessary or desirable to protect workers, engaged in other activities will be the Contractor's responsibility.

41. Safety

The Contractor shall perform all work with due regard for the safety of their staff, other Contractor staff, Owner staff & representatives and the public.

The Contractor expressly undertakes, at the Contractor's own expense:

- (a) To take every precaution against injury to persons.
- (b) To protect the lives and health of employees performing the work and other persons who may be impacted by the work.
- (c) To initiate, maintain and supervise all safety precautions and programs related to the performance of the work in accordance with OSHA, WISHA and the Owner's safety requirements including Hot Work permits and with all applicable federal, state, local and city regulations, laws, ordinances and building codes.
- (d) To erect, maintain and provide all necessary safeguards for protection such as caution notices/tape/cones, barricades, fencing, fall-arrest devices, personal protective clothing & equipment, 1st aid kits, eye wash station, site cleanup activities, etc.
- (e) To designate a Safety Supervisor who will be on the work site at all times. The Safety Supervisor shall provide safety management on the project and serve as the Competent Person if required by code. The Safety Supervisor shall have the authority to stop or redirect all work activities in the interest of safety.
- (f) To submit a site-specific accident prevention plan to the Owner before starting the work if required by code.
- (g) To develop, implement and submit a written fall protection work plan to the Owner if required by code.
- (h) To ensure all personnel and visitors to the site comply with work safety plans and provide Owner documentation of all violations including correction action taken.
- (i) To provide all persons working on the project information and applicable training regarding hazardous materials at the work site and whenever a new hazard is introduced into the work area. The Owner expects the Contractor to educate on-site staff regarding known and potential hazardous materials including proper safety protocol.
- (j) To maintain an accurate record of exposure data on all incidents relating to the work resulting in serious injury, occupational disease or death as well as damage to property, materials, supplies and equipment. The Contractor shall immediately report any such incident to the Owner. The Owner shall have the right to access all exposure records at any time.
- (k) To promptly notify the Owner and regulatory agencies of any hazardous spills and pay for associated clean-up costs. The Contractor must perform all hazardous materials work, expected and unforeseen, with due diligence. The Contractor shall carefully coordinate with the Owner, Owner's Representative and other Owner Contractors to complete applicable hazardous materials requirements in proper Work sequence at no additional cost to the Owner unless otherwise expressly provided for in this contract.

GENERAL CONDITIONS (Cont'd)

43. Deleted, Terminated or Delayed Work

The Owner may delete work or terminate the Contract in whole or part. For payment purposes, deductive work shall be determined by one or more or a combination of the change order methods described in paragraph 17 of these General Conditions and the Owner approved Schedule of Values.

Acceptable materials ordered by the Contractor prior to the date the work was deleted or terminated will be purchased from the Contractor by the Owner at actual cost and shall become the property of the Owner, or the Owner will reimburse the Contractor for the actual costs connected with returning these materials to suppliers.

No claim for anticipated profits on deleted, terminated or uncompleted work shall be allowed.

No claim for consequential damages of any kind shall be allowed.

The Contractor shall be entitled to time extensions for delays caused by the Owner, but the Contractor shall not be entitled to any adjustment in the Contract price. Contract timelines shall be adjusted as the parties agree. If the parties cannot agree, the Owner will determine the equitable adjustment for Contract completion.

44. Hazardous Materials

- (a) To provide all persons working on the project information and applicable training regarding hazardous materials at the work site and whenever a new hazard is introduced into the work area. The Owner expects the Contractor to educate on-site staff regarding known and potential hazardous materials including proper safety protocol.
- (b) To maintain an accurate record of exposure data on all incidents relating to the work resulting in serious injury, occupational disease or death as well as damage to property, materials, supplies and equipment. The Contractor shall immediately report any such incident to the Owner. The Owner shall have the right to access all exposure records at any time.
- (c) To promptly notify the Owner and regulatory agencies of any hazardous spills and pay for associated clean-up costs. The Contractor must perform all hazardous materials work, expected and unforeseen, with due diligence. The Contractor shall carefully coordinate with the Owner, Owner's Representative and other Owner Contractors to complete applicable hazardous materials requirements in proper Work sequence at no additional cost to the Owner unless otherwise expressly provided for in this contract. .

45. Airport Construction Work Rules & Job Conditions

The Snohomish County Airport has outlined work rules and job conditions that apply to construction within the Airport Operations Area (AOA). Items listed apply to vendors, personnel delivering materials, tradesmen, subcontractors, general contractors or their representatives:

- A. All Airport building are non-smoking.
- B. A schedule of work hours shall be coordinated between the Airport representative and the Contractor prior to job startup.

GENERAL CONDITIONS (Cont'd)

- C. Due to safety, security and liability issues the Prime (General) Contractor is required to have a supervisor on-site when any subcontractor including Owner furnished equipment contractors are working on-site.
- D. All companies/vendors providing goods and services within Airport boundaries or facilities must submit copies of their Certificate of Liability Insurance and Workers Compensation Insurance prior to commencing work.
- E. No alcohol, marijuana, illegal drugs, firearms, dangerous weapons or explosives are allowed on the jobsite or airport facilities. Anyone in possession of above items will be removed from the project site and will be subject to fines.
- F. Workers must be courteous to the public. Fighting, profanity, and loud music are prohibited and are grounds for removal.
- G. Safety of the general public is of paramount concern. Construction operations are limited by safety and phasing requirements contained in the plans and other Contract Documents to ensure the safety and minimize impacts to the public, tenants, or airline/aircraft operations.
- H. The Contractor shall be responsible for daily cleanup of all miscellaneous waste generated or accumulated from their project. Remove all packing and shipping excess material from the jobsite. Contractors and subcontractors shall provide their own dumpsters and removal of construction debris. No burning of waste materials is allowed on airport property. Secure stored material to prevent it blowing into aircraft operation areas. All necessary efforts shall be undertaken to control F.O.D. (Foreign Object Debris) – See Specification A-101 for additional specific requirements for FOD Prevention.
- I. Good “housekeeping” practices are required at all times.
- J. It is the responsibility of Contractor to protect adjacent facilities from damage due to their operations. This includes utilities (water, sewer, gas, electric, communications and all FAA cables) with boilerplate as required to prevent damage from heavy equipment.
- K. Prior to disconnecting electrical panels, HVAC systems, fire alarm modifications or other existing utility services, the Airport must be notified well in advance. Twenty-four hours’ notice is required at a minimum. Coordinate with Airport Maintenance to put fire alarm in standby mode.
- L. All employees involved with driving inside the airport are required to have a valid driver’s license and take the drivers orientation course and pass the exam.
- M. Airport public restrooms may not be used by construction personnel. The Contractor shall provide their own appropriate facilities including toilets.
- N. Contractor parking shall be in designated areas only.
- O. Access gates and staging areas to be determined for each specific phase of the project.



Snohomish County

Certification of Compliance with Wage Payment Statutes

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

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

Graphic House Inc

Bidder

Paul R. Harke

Signature of Authorized Official*

Paul R. Harke

Printed Name

COO

Title

8/13/24

Date

Wausau

City

WI

State

Check One:

Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

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

Wisconsin

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

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

GENERAL CONDITIONS (Cont'd)

- P. All contractors and vendors shall be required to comply with industry standard safety programs and all applicable OSHA regulations. Precautions shall be exercised at all times for the protection of persons (including employees) and property, and that the safety provisions of applicable laws and of applicable building construction codes shall be observed, and that machinery and equipment shall be guarded and all hazards shall be eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

ADDITIONAL CONTRACTOR INFORMATION

1.	Location of Bidder's Manufacturing Facility:	
2.	Square footage of Manufacturing Facility:	
3.	List of on-site equipment to support capability of performing work.	

4. Subcontractors - For each subcontractor, provide the following:

A. Company name and contact information:

Services the subcontractor will be providing:	
Percentage of Work to be completed by subcontractor:	%

B. Company name and contact information:

Services the subcontractor will be providing:	
Percentage of Work to be completed by subcontractor:	%

C. Company name and contact information:

Services the subcontractor will be providing:	

Percentage of Work to be completed by subcontractor:	%
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D. Company name and contact information:

Services the subcontractor will be providing:	
Percentage of Work to be completed by subcontractor:	%

E. Company name and contact information:

Services the subcontractor will be providing:	
Percentage of Work to be completed by subcontractor:	%

Technical Specifications

1. Description of Work

Snohomish County Airport (Paine Field) has created a project to repair the North Monument Wayfinding signage originally identified as Sign A.3 from Graphic House drawings dated 03/23/2020. The sign is located on Airport Rd approximately ¼ mile north of 100th St SW. This project involves the removal, transportation, repair of all damaged areas of the lower section of the sign including all structural, electrical/lighting and cosmetic repair/replacement and reinstallation to return the Monument Sign to like new condition.

The tower section of the North Monument Sign once removed will be stored onsite using storage braces/containers and conditions agreed to by the contractor.

Contractor shall be required to fabricate and install all components of sign as shown in the original design/construction package from 2020 contract. Work does not include the construction of foundations.

Traffic control and restoration of the area of work will be the responsibility of the contractor as required.

Work will be performed in a high-density traffic environment within major commercial, industrial, aviation and commuter traffic. Strict compliance with the conditions of the contract will be required to prevent any major disruption to those networks effected.

Monument sign is located at the end of an active aircraft runway. Contractor to assume active flight operations will occur while work is being performed onsite.

2. Standard Specifications with Amendments

All work shall be performed IAW Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction, M 41-10, 2024, including its amendments, unless specifically stated in this contract.

This manual can be found at:

<https://www.wsdot.wa.gov/publications/manuals/fulltext/M41-10/SS.pdf>

3. Project Requirements

The intent of this contract is to be all inclusive unless specifically called out for in the Contract Documents. Items of work not specifically included in this document shall be considered inclusive to and shall be included in the repair of the North Monument Sign. No other compensation shall be considered unless approved in writing. Contractor shall be required to supply all transportation, equipment, materials, documentation, and manpower required to successfully perform the required work in a safe and timely manner within the working days provided. Any work or equipment on Public Roadways, specifically Airport Rd, requires a Rights of Way permit from Snohomish County Public Works. Permit costs, Traffic Control Plans and implementation of Traffic Control Plan including labor and equipment shall be inclusive to the work under this contract.

Contractor shall be required to obtain all permits required for this project. County will reimburse contractor for permits listed below as excluded. All other permits are considered to be inclusive to the contract unless agreed to in writing.

Excluded items:

- a. Construction Permits from Snohomish County Planning and Development Services (PDS)
- b. Plan reviews by Snohomish County PDS, Public Works (PW) and Snohomish County Airport
- c. Labor and Industry Electrical Permit and Inspections
- d. FAA inspections or Permits

Contractor shall comply with all provisions included IAW the contract documents, supplemental conditions, Summary of Quantities, Wayfinding Signage Plan Contract Document and Agreement, Special Provisions. Permits and/or any other document referenced in this Contract.

Work and Materials shall be IAW Paine Field Airport Wayfinding Signage Plan, 2024 WSDOT Standard Specifications M 41-10, Snohomish County Engineering Design and Development Standards, WSDOT Design Manual, and WSDOT Standard Plans unless provided for in writing and approved by the Engineer.

Before any work is started Contractor must have an approved 7640 from FAA due to location of work. Work or equipment that does not exceed the existing height of the sign does not require FAA approval.

4. Shop Drawings

The Fabricator shall submit for review and approval shop drawings of all fabricated items, product data and samples to the County. This submission shall consist of detailed drawings that indicate all materials, finishes, construction details, lighting requirements, installation details, and artwork, including locations of all material seams. Drawings shall include elevations, plans, sections, and notes as required to clearly convey fabrication intent.

The Contractor shall make all requested revisions and resubmit as required. A complete set of approved shop drawings must be received from the Owner production may begin. Required submittals must be issued in adequate time to coordinate a review and approval process without delaying the project schedule.

5. Paint and Reflective Vinyl Samples

Paint and reflective vinyl must match original unless otherwise approved in writing. Paint, vinyl samples and shop drawings are to be reviewed and approved by the County before full fabrication shall commence. If final product does not meet quality standards during the punch-list review, the sign type may have to be fixed or replaced.

6. Regulation Compliance

The Contractor is also responsible for verifying and ensuring compliance with all ADA, OSHA, environmental regulations, and all other applicable governing code requirements. Repair of signage shall maintain the original design requirements to meet local building codes including

ASCE 7, with a basic wind speed of 130mph. All required resolutions or revisions to construction details must be approved by the County prior to production.

7. Structural Requirements

The Contractor shall follow all original drawings for exterior visual appearance, internal structure, engineered connections, mounting assemblies, and foundations. The Contractor shall provide the County with the original calculations for all structural members and foundations sealed by certified engineers registered in the State of Washington prior to fabrication. Any alterations/changes to the structural design will require new Structural Calculations for the structure. The Contractor shall provide the County with a list of support and/or blocking requirements, and approximate weights for each element as required after final shop drawing approval. The Contractor's installation responsibilities include the provision of any required footings, anchor bolts, or fastenings. All point-of-connection coordination is the responsibility of the Contractor.

8. Electrical Requirements

Design of all electrical components is by the Contractor. All transformers and electrical hardware shall be concealed (i.e. non-audible and non-visible to pedestrian and vehicular traffic). The Fabricator shall ensure all electrical components are easily accessible for maintenance and servicing.

All necessary point-of-connection coordination is the responsibility of the Contractor. All connections must be in compliance with the requirements of the NEC and all other applicable governing code requirements. All necessary electrical components and assemblies are to be UL listed or approved by a nationally recognized testing lab. All electrical components shall be warranted against failure for at least ninety days.

Within the warranty period, defective electrical components are to be replaced by the Contractor within forty-eight hours of notice by the Owner. Should the Contractor fail to replace defective components within the specified time, these items may be replaced by others at the Contractor's expense. The Contractor shall provide the County with a list of electrical requirements for each element no later than twenty- one days after final shop drawing approval.

9. Lighting

The Contractor shall follow original, LLC's drawings for visual appearance, but design of internal structure, fixtures and mounting assemblies is by the Contractor. The Contractor shall ensure all lighting components are easily accessible for maintenance and servicing. Unless otherwise noted, the interior of all illuminated enclosures shall be painted matte white to increase reflectivity. All lighting components shall be constructed per recognized national standards, and/or specific manufacturer's recommendations.

All LED components shall be warranted against failure for at least three years, and all other lighting components shall be warranted for at least ninety days. Within the warranty periods, failed lighting components are to be replaced by the Fabricator within forty-eight hours of notice by the Owner. Should the Contractor fail to replace defective components within the specified time, these items may be replaced by others at the Contractor's expense.

10. Labeling

Visible labels, manufacturer's or otherwise, code permitting, shall not appear on any completed element. The placement of any required labels must be approved by County prior to application and installation.

11. Artwork & Fonts

Contractor shall use original layout guidelines and electronic artwork as required; however, all final copy layouts are the responsibility of the Contractor.

The final placement of the type must match the original final artwork. All letter forms shall match the original final artwork and be aligned to maintain a base line parallel to the sign format. Margins must be maintained as specified by type grids in the drawings.

12. On-Site Coordination and Installation

All installation will be coordinated with the County. No installation shall be permitted without sign-off of construction approval by the County. The Contractor shall field verify all measurements indicated on drawings to establish correctness.

Project is located at 3220 100th St SW, Suite A Everett, WA 98204-1303. Contractor shall examine the site prior to executing this Contract/Agreement so as to reasonably ascertain the nature of the work and the various conditions affecting the work. The Contractor shall notify the County of any discrepancies in the original drawings/plans or field conditions prior to sign repair. All required resolutions or revisions to construction details or installation processes must be approved by the County prior to production.

All installed items shall be left in a clean and as-new condition. The Fabricator shall be fully responsible for the security and quality of all equipment, materials, and installed components until they have been reviewed and accepted by the County. All installations are to be level and plumb or will not be accepted. Immediately after erection, clean bolted connections and abraded areas of shop paint. Paint exposed areas with same paint of finish used for shop painting. If marred areas cannot be adequately touched up on site, the sign will be returned to the shop for controlled refinishing.

13. Inspection

At all reasonable times, Contractor shall provide sufficient facilities for inspection of the work by the County at the site and at all locations where portions of the work are in progress or various stages of completion. When appropriate portions of the work are ready for inspection, Contractor shall notify County.

14. Safety

The Contractor recognizes the importance of performing the work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the site, whether working or visiting, (ii) the work, including materials and equipment incorporated into the work or stored on-site or off-site, (iii) the work of others on the project, and (iv) all other property at the site or adjacent thereto. Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the work.

The Contractor shall be responsible for providing barricade or protective coverings as necessary to safeguard the public and property during the performance and duration of their work. The Contractor shall be fully responsible for any injuries to the public or damage to the buildings, site, and adjacent objects during installation.

15. MATERIAL STANDARDS

All materials, hardware, and finishes used to fabricate any and all components shall be new (i.e. not previously used or operated in any other application) from the most recent manufacturer's production supply and free from any defects impairing strength, durability or appearance.

16. Metals

Metals shall be the best commercial quality for the purposes specified and free from defects impairing strength, durability, or appearance. All joints must be welded, filled, ground and sanded smooth prior to painting to insure a uniform surface. All sheet metal shall have brake formed edges with radii not greater than sheet thickness. All metals must be treated to prevent corrosion and staining of other finishes. All aluminum & steel materials must be thoroughly sanded to remove oxidation and primed prior to painting to insure maximum paint adhesion.

17. Fasteners

All exposed fasteners shall be tamper-proof, resistant to oxidation and other corrosion, and painted to match adjacent surfaces. Concealed fasteners must be resistant to oxidation and other corrosion to prevent staining of other finishes. Nuts and bolts used on the footers and breakaway bases are to be anti-corrosive and galvanized.

18. Paints & Finishes

All paints and finishes shall match exactly the color, finish, and texture noted. Unless otherwise noted, all pretreats, primers, coatings, and finishes shall be applied in strict accordance with the paint manufacturer's specifications to provide the highest level of ultraviolet light resistance, weatherability, and overall longevity for both the materials indicated, and the environmental conditions of the final install locations. A polyurethane clear coating shall be applied to seal the paint and preserve the surface from wear and oxidation. All painted surfaces shall be applied with Matthews Paint 42 228SP clear coat, satin finish.

Paints & finishes shall be warranted against color fading, UV damage, cracking, peeling, blistering, and other defects in materials or workmanship for a minimum of five years from date of Owner's acceptance. All paints shall be evenly applied without pinholes, scratches, orange peeling, application marks, and other imperfections. Workmanship with finishes and formation of letters shall conform to the highest standards of the trade.

19. Vinyl Film

All vinyl sheeting shall match exactly the color, finish, and durability of the manufacturers product as noted. Unless otherwise noted, all vinyl sheeting shall be installed in strict accordance with the manufacturer's specifications to provide the highest level of ultraviolet light resistance, weatherability, and overall longevity for both the materials indicated, and the environmental conditions of the final install locations. Vinyl sheeting shall be warranted against color fading, UV damage, de-lamination, or peeling for a minimum of five years from date of County's acceptance. All vinyl cutting shall be executed in such a manner that all edges and corners of finished letter forms are true and clean.

3M™ High Intensity Prismatic Reflective Sheeting 3930DS (White) shall be used for all reflective sheeting printing. All reflective sheeting surfaces shall be sealed with 3M™ Electrocut™ Film Series 1170 (Clear). All digitally printed vinyl's shall be warranted from excessive fading, discoloring, cracking, crazing, peeling, and blistering, for 8 years from the fabrication date.

20. SchÜco Louvre Blades

All product pieces shall be the best commercial quality for the purposes specified and free from defects impairing strength, durability, or appearance. Powder coated and anodized finishes shall be warranted up to a minimum of 25 months from date of the Owner's acceptance. For more information regarding SchÜco Louvre Blades, please visit use the website www.schueco.com.

21. Review & Punch List

The Contractor shall notify both the County in writing when all work is completed. Upon notice, County will review all work according to their contract and prepare a punch list outlining incomplete or unsatisfactory items. The repair or replacement of work outlined on the punch list shall be coordinated between the Contractor and the County. Contractor shall correct any of the

work that is found not to be in conformance at their own expense.

22. Correction of Work

All work, all materials whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the County who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes of which they are used. Should they fail to meet the County approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at the Contractor's expense. Rejected material shall immediately be removed from the site. If, in the opinion of the County, it is undesirable to replace any defective or damaged materials, or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor shall be reduced by such amounts as in the judgment of the County shall be equitable.

23. Final Deliverables

Upon the County's acceptance of the work, the Contractor shall provide the County with a complete service and maintenance manual for all products and finishes installed under their contract. This manual shall include, but is not limited to, product specifications such as manufacturer information, contact names and addresses, warranty information, technical data, and routine maintenance recommendations.

24. Warranties

All warranty periods shall begin on the date of the County's acceptance of the work. All warranties shall include the materials and labor required to replace defective components. All installed elements shall be warranted against manufacturer defects for a minimum of one year, and all installed elements shall be warranted against defects in installation or workmanship for a minimum of three years.

Special Provisions

WSDOT Standard Specifications for Road, Bridge, and Municipal Construction 2024 M 41-10

Division 1 General Requirements

1-01.GR1

Definition and Terms

1-01.3.DT1

(March 28, 2018)

Section 1-01.3 is supplemented with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms "State", "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", "and" "State Treasurer" shall be revised to read "Contracting Agency".

All references to "State Materials Laboratory" shall be revised to read, "Contracting Agency designated location".

The venue of all causes of action arising from the Contract may be commenced in the County where the Contracting Agency headquarters is located or as otherwise provided by RCW 36.01.05.

All references to "final contract voucher certification" shall be interpreted to mean the final payment form established by the Contracting Agency.

1-06.GR1

Control of Material

1-06.INST.GR1

Section 1-06 is supplemented with the following:

1-06.OPT1.GR1

Buy America

1-06.OPT1(A).GR1

(August 6, 2012)

In accordance with Buy America requirements contained in 23 CFR 635.410, the major quantities of steel and iron construction material that is permanently incorporated into the project shall consist of American-made materials only. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the foreign material used does not exceed one-tenth of the one percent of the total contract cost or \$2,500.00, whichever is greater.

American-made material is defined as material having all manufacturing processes occurring domestically. To further define the coverage, a domestic product is a manufactured steel material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

If domestically produced steel billets or iron ingots are exported outside of the area of coverage, as defined above, for any manufacturing process then the resulting product does not conform to the Buy America requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the Buy America requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.

Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.

Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:
 - a. Open hearth furnace.
 - b. Basic oxygen.
 - c. Electric furnace.
 - d. Direct reduction.
2. Rolling, heat treating, and any other similar processing.
3. Fabrication of the products.
 - a. Spinning wire into cable or strand.
 - b. Corrugating and rolling into culverts.
 - c. Shop fabrication.

A certification of materials origin will be required for any items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The certification shall be on DOT Form 350-109EF provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as DOT Form 350-109EF.

1-06.1(2).GR1

Request for Approval of Material (RAM)

1-06.1(2).DT1

(April 7, 2014)

The first paragraph of Section 1-06.1(2) is revised to read as follows:

All items shall be subject to approval through the process of filing a Request for Approval of Material Source (RAMS). The RAMS shall be prepared by the Contractor in accordance with the instructions on the form provided by the Contracting Agency (also available on-line under "Help Forms & Links at <http://www.snohomishcountwa.gov/205/Engineering-Services>) submitted to the Engineer and approved before the material is incorporated into the Work.

1-07.11.GR1

Requirements for Nondiscrimination

1-07.11.DT1

Non-Discrimination

(March 26, 2012)

Section 1-07.11 is supplemented with the following:

As a condition of Contract Award, the Contractor selected shall be required to comply with the Snohomish County Human Rights Ordinance, Chapter 2.460.SCC. The Contract between the County and the Contractor shall contain the following provision:

Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, County facilities and services, and County contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Contract constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Contract or Chapter 2.460 SCC, this Contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

1-07.13.GR1

Contractor's Responsibility for Work

1-07.13(4).GR1

Repair of Damage

HJ1-07.13(4).DT1

(April 3, 2012)

(SC October 3, 2018)

The first paragraph of Section 1-07.13(4) is revised to read as follows:

The Contractor shall promptly repair all damage to either temporary or permanent work as designated by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2), 1-07.13(3), or 8-17.5, payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

The fourth paragraph of Section 1-07.13(4) is deleted in its entirety.

1-07.14.GR1

Responsibility for Damage

1-07.14(1).DT1
(December 4, 2008)

Sections 1-07.14, paragraph 1, add "Snohomish County" after "Secretary" to read as follows:

"The State, Governor, Commission, Secretary, Snohomish County, and all officers..."

1-07.14(3).DT1
(December 4, 2008)

Section 1-07.14 is supplemented with the following:

It is specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under the State Industrial Insurance Law, Title 51 RCW, solely for the purpose of this indemnification. The Contractor expressly agrees that he has provided for this waiver of immunity for this Contract.

1-07.17.GR1
Utilities and Similar Facilities

1-07.17.INST.GR1
Section 1-07.17 is supplemented with the following:

IA1-07.17.OPT.DT1
(March 16, 2012)
(SC April 2, 2019)

Section 1-07.17(1) is supplemented with the following:

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measure, or other verification.

Public and Private Utilities, or their contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project.

The addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits will be provided to the Contractor at time of execution of Contract or upon request to the Engineer.

1-07.18.GR1
Public Liability and Property Damage Insurance

HM1-07.18.OPT.DT1
(February 1, 2014)
(SC January 22, 2019)

Section 1-07.18 is deleted in its entirety, and replaced with the following:

The Contractor, at its' own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form, except that professional liability, errors and omissions, will be acceptable on a "claims made" Form.

If converge is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. MINIMUM Scope and Limits of Insurance;

The Contractor shall maintain limits no less than,

1. General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000.00 aggregate limit. CG 00 01 current edition, including Products and Completed Operations.
2. Automobile Liability: \$1,000,000.00 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1. If hauling hazardous waste, Pollution Liability at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached
3. Workers' Compensation Statutory requirements of the State of residency.
4. Professional liability, Errors and Omissions: \$ N/A per claim and in the aggregate.
5. Pollution Legal Liability and /or Environmental Impairment Liability: \$N/A per loss, with an annual aggregate of at least \$ N/A.
6. Builders Risk insurance covering interests of the County, the Contractor, Subcontractors, and Sub-Subcontractors in the work in the amount of the completed value of the project with no coinsurance provisions. Builds Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage for physical loss or damage including floods and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. Deductibles for floss and earthquake perils may be accepted by the County upon written request by the Contractor and written acceptance by the County. Any increased deductibles accepted by the County will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the County. N/A
7. If the Contract involves work on or adjacent to navigable water, as defined by the US Department of Labor, US Longshoreman and Harbor Workers' coverage in compliance with the statutory requirements of Longshoremen and Harbor Workers' Compensation Act (administered by the US Department of Labor).
8. If the Contract involves marine activities, or work from a boat, vessel, or floating platform, Contractor shall provide Protection & Indemnity Coverage including injury to crew (Jones Act) and passengers; Protection& Indemnity, SP 38 or SP 23 for N/A combined single limit per occurrence, and for those policies with aggregate limits, a N/A aggregate limit.

B. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

All Liability Policies except Workers Compensation and Professional Liability:

1. The State, Governor, Commission, Secretary, Snohomish County, and all its officers, elected officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract, including Products and Completed Operations. Such coverage shall be primary and non-contributory insurance as respects the State, Governor, Commission, Secretary, Snohomish County, and all its officers, elected officials, employees, and agents. Additional Insured Endorsements shall be included with the Certificate of Liability Insurance, "CG 20 10" and "CG 20 37" or their equivalent are required.
2. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage.
3. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
4. Any deductibles or self-insured retentions must be declared to, and approved by, the Count. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the Count and shall be the sole responsibility of the Contractor.
5. Insurance coverage is to be placed with insurers with the Best's rating of no less than A: VII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII.
6. Professional Liability, Errors and Omissions insurance coverage may e placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the Count, with the appropriate certifications and endorsements, for approval.

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverage's provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor, shall be subject to all of the requirements stated herein.

PROOF OF INSURANCE – A Certificate of Insurance and Additional Insured Endorsements outlining the required coverage are mandatory.

Failure on the part of the Contractor to maintain insurance as required shall constitute a material breach of contract upon which Snohomish County may, after giving five working days' notice to the Contractor to correct the Breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Count on demand, or at the sole discretion of the County, offset against funds due to the Contractor.

1-07.23(1).GR1

Construction Under Traffic

1-07.23(1).INST1.GR1

Section 1-07.23(1) is supplemented with the following:

1-07.23(1).OPT2.GR1

(January 2, 2012)

Work Zone Clear Zone

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent work. Those work operations that are actively in process shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

1-07.23(1).OPT2.GR1

Lane Closures during Construction

Lane closures shall be limited to the hours as follows:

Airport Road: 6:00 PM to 5:00 AM, Mon-Fri

Lane closures outside of stated hours require two weeks notification in writing and approval by the Engineer.

1-08.GR1

PROSECUTION AND PROGRESS

1-08.5.GR1

Time for Completion

1-08.5.DT1

(September 9, 2018)

In Section 1-08.5 paragraph six, under item number 2 letter **f** is deleted.

1-08.5.INST.GR1

Section 1-08.5 is supplemented with the following:

IA1-08.5.OPT7.DT1

(March 13, 1995)

(SC March 28, 2019)

This project shall be physically complete within 30 working days.

A suspension may be granted during fabrication in accordance with the contract which will include an approved construction/fabrication schedule.

1-08.6.GR1

Suspension of Work

1-08.6.INST1.GR1

Section 1-08.6 is supplemented with the following:

HJ1-08.6.OPT2.DT1

(January 2, 2018)

(SC October 25, 2018)

Contract time may be suspended for procurement of critical materials (**Procurement Suspension**). In order to receive a Procurement Suspension, the Contractor shall within 15 Calendar days after execution by the Contracting Agency, place purchase orders for all materials deemed critical by the Contracting Agency for physical completion of the contract. The Contractor shall provide copies of purchase orders for the critical materials. Such purchase orders shall disclose the purchase order date and estimated delivery dates for such critical material.

The Contractor shall show procurement of the materials listed below as activities in the Progress Schedule. Contract time will be suspended if the Contractor has provided documentation that purchase orders are placed for the critical materials within the prescribed 15 calendar days.

North Gateway Monument

Charging of contract time will resume at completion of fabrication of procured materials in the critical path.

1-09.13.GR1

Claims Resolution

1-09.13(3).GR1

Claims \$250,000 or Less

1-09.13(3).DT1

(April 30, 2012)

Section 1-09.13(3) is deleted in its entirety and replaced with the following:

1-09.13(3) Claims

The Contractor and the Contracting Agency mutually agree claims submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(4).GR1

Claims in Excess of \$250,000

1-09.13(4).DT1

(April 30, 2012)

Section 1-09.13(4) is deleted in its entirety.

1-10.GR1

Temporary Traffic Control

1-10.2.GR1

Traffic Control Management

1-10.2(1).GR1

General

1-10.2(1).INST1.GR1

Section 1-10.2(1) is supplemented with the following:

1-10.2(1).OPT1.GR1

(January 3, 2017)

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following.

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave
Kingston, WA 98348
(360) 297-3035

Evergreen Safety Council
12545 135th Ave NE
Kirkland, WA 98034-8709
1-800-527-0778

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, VA 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone (540) 368-1701

DIVISION2.GR2

**Division 2
Earthwork**

2-01.GR2

Clearing, Grubbing, and Roadside Cleanup

2-01.3(4).GR2
Roadside Cleanup

2-01.3(4).INST1.GR2
Section 2-01.3(4) is supplemented with the following:

2-01.3(4).OPT1.FR2
(January 5, 1998)

6. Removing and disposing all trash, junk, debris, rock, boulders, and other materials ordered by the Engineer.

DIVISION8.GR8

Division 8
Miscellaneous Construction

8-01.GR8
Erosion Control and Water Pollution Control

8-01.3.GR8
Construction Requirements

8-01.3(1).GR8
General

8-01.3(1).INST2.GR8
Section 8-01.3(1) is supplemented with the following:

010301.DT8
(July 9, 2018)

The last sentence of the first paragraph of Section 8-01.3(1) is revised to read:

The adaptive management shall use the means and methods identified in this section and means and methods identified in the Snohomish County Drainage Manual or the Washington State Department of Ecology's management Manual for Western Washington.

The eleventh paragraph of Section 8-01.3(1) is revised to read:

When applicable the Contractor shall be responsible for all work required for compliance with the CSWGP.

8-21.GR8
Permanent Signing

8-21.2(9-28.11).GR8
Hardware

Section 9-28.11 is supplemented with the following:

8-21.2(9-28.11).OPT1.GR8
(August 3, 2015)

Sign Structure Locknuts

Locknuts shown in the Plans specifying a locknut or locknut with nylon insert shall conform to one of the following:

1. ANCO Pin Locknut, with stainless steel locking pin, as manufactured by Lok-Mor, Inc.
2. Tri-lock Locknut, as manufactured by Lok-Mor, Inc.
3. Grade DH or 2H hex or heavy hex nuts conforming to one of the ASTM material specifications in the Locknut category of the Hardware table of this Section may be modified by installing a nylon insert washer. A minimum of 60-percent of the original number of threads shall meet the requirements of the applicable ASTM material specification after insertion of the nylon insert washer.
4. Hex or heavy hex nuts conforming to one of the ASTM material specifications in the Locknut category of the Hardware table of this Section may be modified by adding one of the following products to a minimum of one-half of the internal threads of the nut and the entire exterior top surface of the nut:
 - a. Nylok Blue Torq-Patch Locknut.
 - b. Nylok Precote 30.
 - c. ND Patch 360 Ring Patch.

The nuts with any of the three listed products are permitted for a single use only and shall have a maximum of two nut widths of thread extending beyond the nut after installation.

The alternatives to locknuts specified in Standard Plans G-90.20, G-90.30, and J-75.41 are deleted and replaced with the four options specified above.

8-21.2(9-28.14(2)).GR8 **Steel Structures and Posts**

Section 9-28.14(2) is supplemented with the following:

8-21.2(9-28.14(2)).OPT1.GB8
(January 2, 2018)

Monotube Sign Structures

Structural steel, except for cover plates, anchor rod templates and as otherwise shown in the Plans, shall conform to either ASTM A 572 Grade 50, or ASTM A 588. Cover plates shall conform to ASTM A 36.

Handhole cover screws shall conform to ASTM F 593, Grade 1.

Sign bracket bolts, nuts, and washers shall conform to Section 9-06.5(1).

Monotube splice bolts, mounting beam rods, and associated nuts and washers, shall conform to ASTM F 3125 Grade A325, and shall be galvanized after fabrication in accordance with ASTM F 2329. Tension control bolts conforming to ASTM F 3125 Grade F1852 may be used as monotube splice bolts, and if used shall be galvanized after fabrication in accordance with ASTM B 695 Class 55 Type I.

Anchor rods and associated nuts and washers shall conform to Section 9-06.5(4) with supplemental requirement S4 tested at -20°F. Anchor rods shall be galvanized a minimum of 1'-0" at the exposed

end in accordance with ASTM F 2329. Nuts and washers shall be galvanized in accordance with ASTM F 2329.

8-21.2(9-28.14(2)).OPT2.GR8
(April 6, 2015)

Tubular and pipe steel shall conform to either ASTM A 53 Grade B Type E or S, or ASTM A 500 Grade B. The wall thickness or pipe schedule shall be as shown in the Plans.

8-21.3.GR8

Construction Requirements

8-21.3(9).GR8

Sign Structures

8-21.3(9)A.GR8

Fabrication of Sign Structures

8-21.3(9)A.INST1.GR8

Section 8-21.3(9)A is supplemented with the following:

8-21.3(9)A.OPT2.FB8
(January 5, 2015)

Monotube Sign Structures

Bolted Connections

All bolted connections shall be made using the direct tension indicator method in accordance with Section 6-03.3(33).

Surfaces of Bolted Connections and Base Plates

All bolted connection faying surfaces shall be flat after fabrication as required to provide a solid fit upon assembly in accordance with Section 6-03.3(33). The flatness of the faying surfaces shall be flat to within a tolerance of 1/32 inch in 12 inches and a tolerance of 1/16 inch overall. Base plates with leveling nuts shall be flat to within a tolerance of 1/8 inch in 12 inches and a tolerance of 3/16 inch overall.

In order to achieve the flatness requirements, the Contractor may need to mill or machine the plates. The Contractor shall adjust plate thicknesses as required to provide the plate thickness specified in the Plans after milling or machining operations.

At bolted connections, both faying surfaces shall be at right angles to the bolt axis, parallel to each other, and shall be in full contact in the assembled condition. Full contact is defined as 90-percent of the outside and inside perimeters of the splice plates being visually in contact. The outside surface shall be inspected just inside the shell of the monotube and the inside shall be inspected at the handhole. Splices shall be fabricated such that the required camber remains continuous and smooth across the field splice.

Shop Assembly

Prior to galvanizing, the Contractor shall shop assemble the completed structure lying on its side in an undeflected position to ensure correct alignment, accuracy of holes, fit of joints, smooth camber profile, and the specified amount of camber. The joints shall be bolted with a sufficient number of bolts tightened snug tight to close the joints as they would be in the final field assembled position and as specified in the **Surfaces of Bolted Connections and Base Plates** subsection of this Special

Provision. The Contractor shall not disassemble the sign structure for galvanizing as specified until receiving the Engineer's approval of the shop assembled structure.

Zinc Coating and Painting

All galvanized surfaces exposed to view after erection shall be shop painted or shop powder coated in accordance with Section 6-07.3(11), except when the Plans or Special Provisions require field painting only in accordance with Sections 6-07.3(9)I and 6-07.3(11)A. Contact surfaces of the field bolted connections shall be left as galvanized without any overcoat.

The color of the finish coat shall match plan colors when dry.

All galvanized surfaces specified to be painted or powder coated shall be prepared for coating in accordance with the ASTM D 6386 and Section 6-07.3(11). The method of preparation shall be as agreed upon by the paint or powder coating manufacturer and the galvanizer.

After completing erection, the Contractor shall repair all metal surfaces with damaged paint or powder coatings and exposed metal with a field repair coating in accordance with Section 6-07.3(9)I and Section 6-07.3(11)A (for paint) or Section 6-07.3(11)B (for powder coating). The color of the finish coat of the field repair coating, when dry, shall match the color specified above.

Field Assembling

The Contractor shall furnish and install the vibration damper as shown in the Plans. The damper shall be installed before the sign structure is erected.

Welding Inspector Qualification

The fabricator shop will provide a Certified Welding Inspector. The inspector shall be a AWS Certified Welding Inspector (CWI) qualified and certified in accordance with the provisions of AWS QCI Standard for Qualification and Certification.

Welding Inspection

Welds for monotube sign structures shall be inspected using the methods described below.

1. Visual Inspection in accordance with Section 6-03.3(25)A1.
2. Magnetic Particle Inspection in accordance with Section 6-03.3(25)A4.
3. Ultrasonic Inspection in accordance with Section 6-03.3(25)A3.
4. Dye-Penetrant or Magnetic Particle Inspection
The post to beam connection weld shall have 100 percent of its length inspected using dye-penetrant or magnetic-particle testing techniques. The inspection shall be performed after the root pass and after completion of the weld.

SHOP DRAWINGS A.3 JOB # 6091

GRAPHIC HOUSE
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715-817-0102
info@graphic-house.com

Old-Fashioned Field Airport
Everett, WA

SALES REP: **NAT'L**
DATE: **3-23-2021**
QUOTE NUMBER: **17582**
JOB NUMBER: **6091**

SALES AREA: **17582**

PHASE 4
PAGE
1 OF 22

Painted Colors: Matthews Acrylic Polyurethane with Satin Clear (42-2289P)



**PAINT FIELD REPAIR KIT TO
BE SHIPPED WITH SIGNS
FOR INSTALL.**

**SEND ALONG:
SECURITY TORX BITS
T15, T20, T25, T27**

**TRIDENT NUT DRIVERS
20TRI & 30TRI DRIVER**

**PENTA BOLT SOCKETS
FOR 3/8"-1/2" PENTA BOLTS**

**EXTRA BOLTS, SCREWS & NUTS
TORQUE WRENCH & PIPE WRENCH**

Matthews Paint - Color Formula

Matthews Paint	Color Name	Color Formula
Verde White	Verde White	Verde White
Chalk	Chalk	Chalk
Desert Gold Metallic	Desert Gold Metallic	Desert Gold Metallic
S47-Ins Series C	S47-Ins Series C	S47-Ins Series C

Matthews Paint - Color Formula

Matthews Paint	Color Name	Color Formula
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Desert Gold Metallic	Desert Gold Metallic	Desert Gold Metallic
S47-Ins Series C	S47-Ins Series C	S47-Ins Series C

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Chalk	Chalk	Chalk
Desert Gold Metallic	Desert Gold Metallic	Desert Gold Metallic
S47-Ins Series C	S47-Ins Series C	S47-Ins Series C

CLIENT HAS AUTHORIZED THE LOCATION IN WHICH THIS SIGNAGE IS TO BE INSTALLED. THE CLIENT HAS THE SOLE RESPONSIBILITY FOR THE STRUCTURAL INTEGRITY OF ALL EXISTING STRUCTURES TO SUPPORT THE SIGNAGE.

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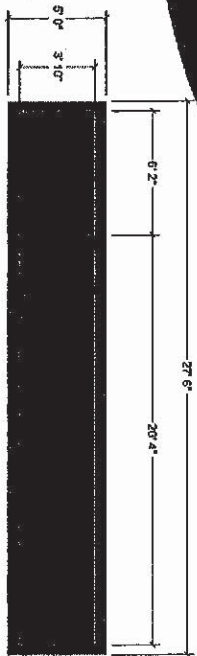
PAINE FIELD AIRPORT
EVERETT, WA.

9204 Packer Drive, Warren, WA 98401 715-627-0402
www.graphichouse.com

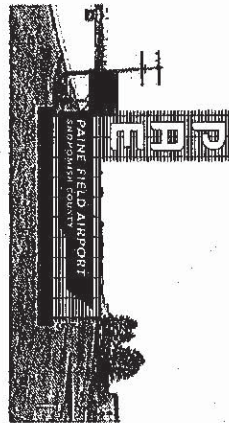
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PROJECT: 6091

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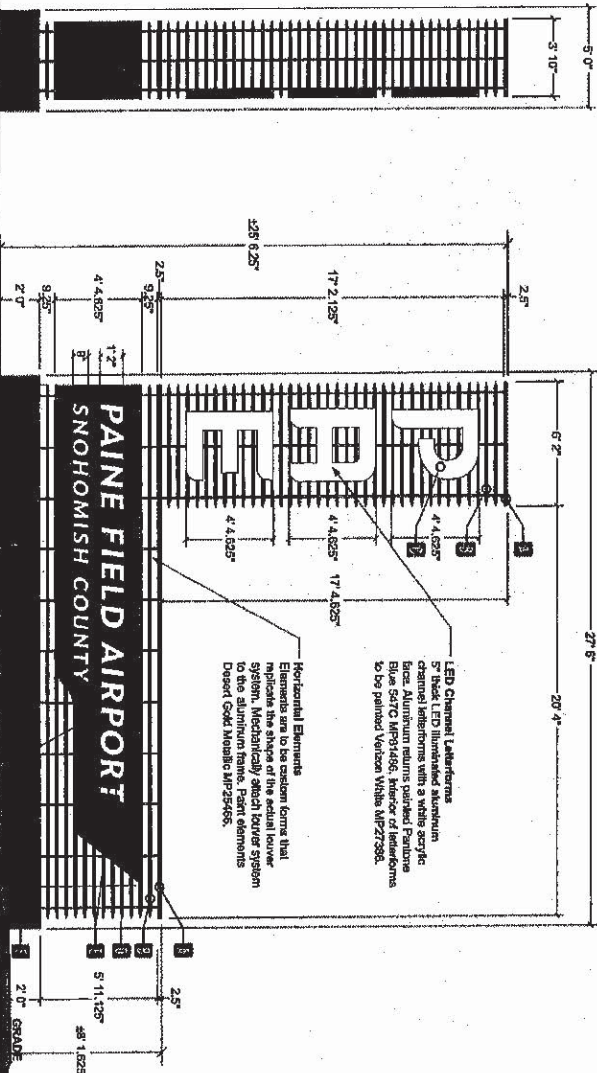
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PAGE 2 OF 22
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1 Plan
SCALE: 3/16" = 1'-0"



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2 Front Elevation
SCALE: 3/16" = 1'-0"

3 Side Elevation
SCALE: 3/16" = 1'-0"

4 Side Elevation
SCALE: 3/16" = 1'-0"

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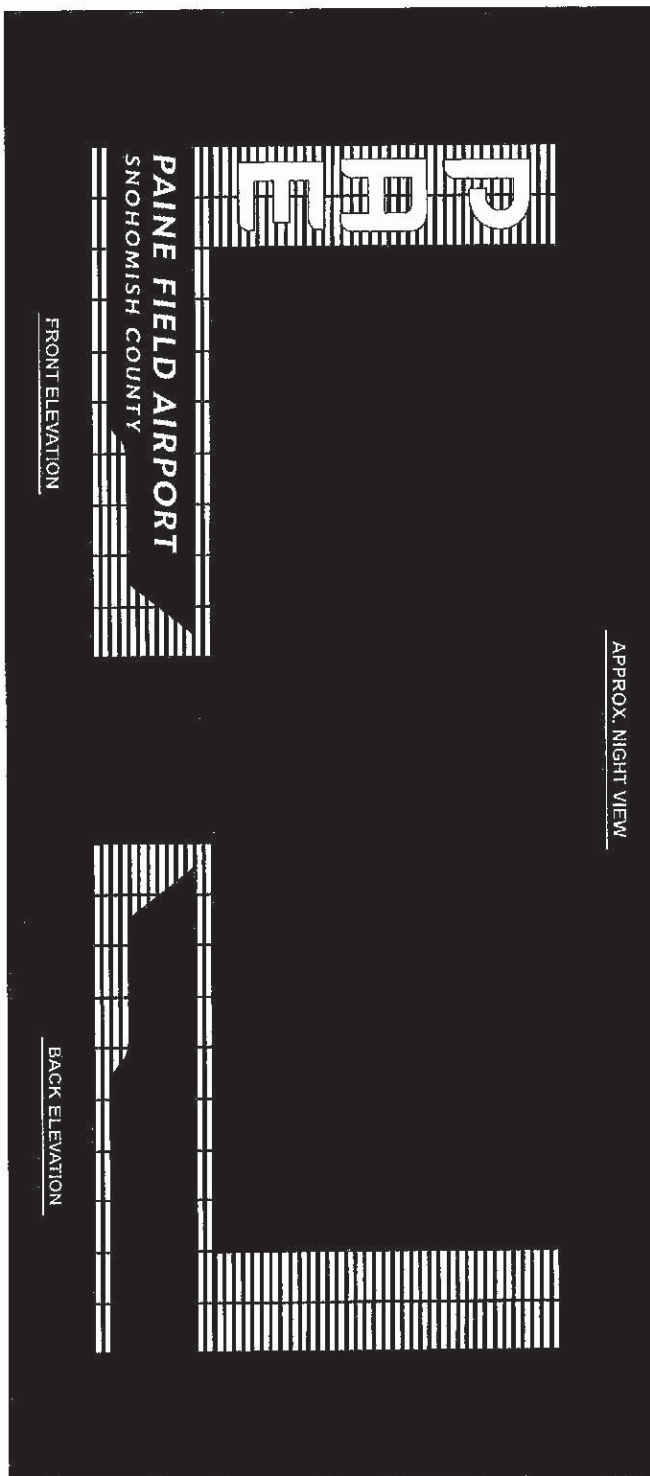
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Everett, WA

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DATE	DATE	DATE	DATE
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3 OF 22
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APPROX. NIGHT VIEW



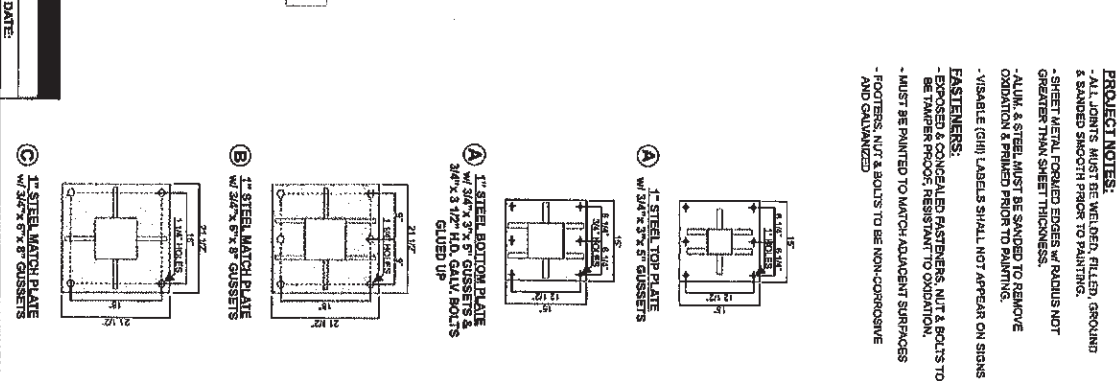
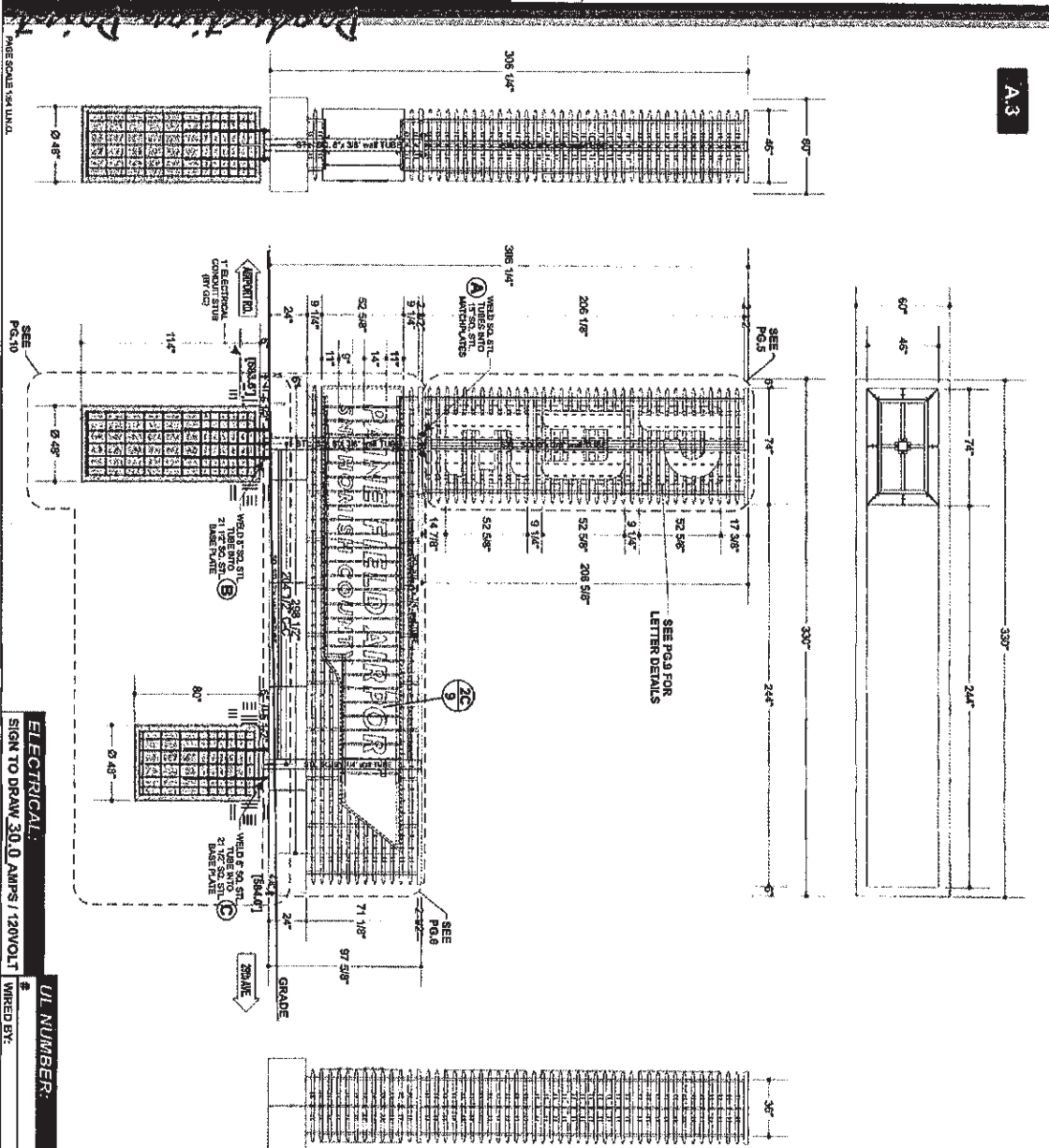
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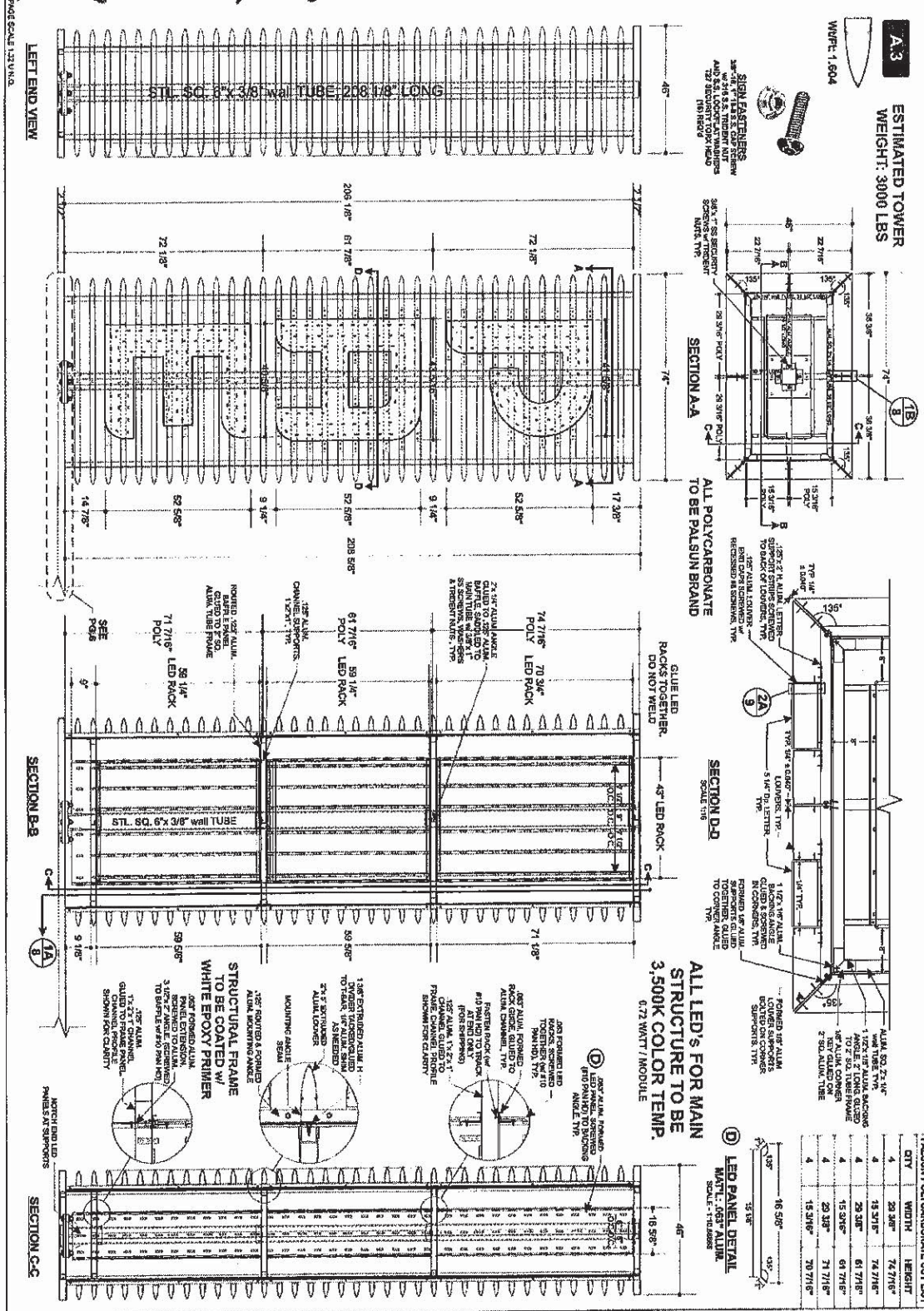
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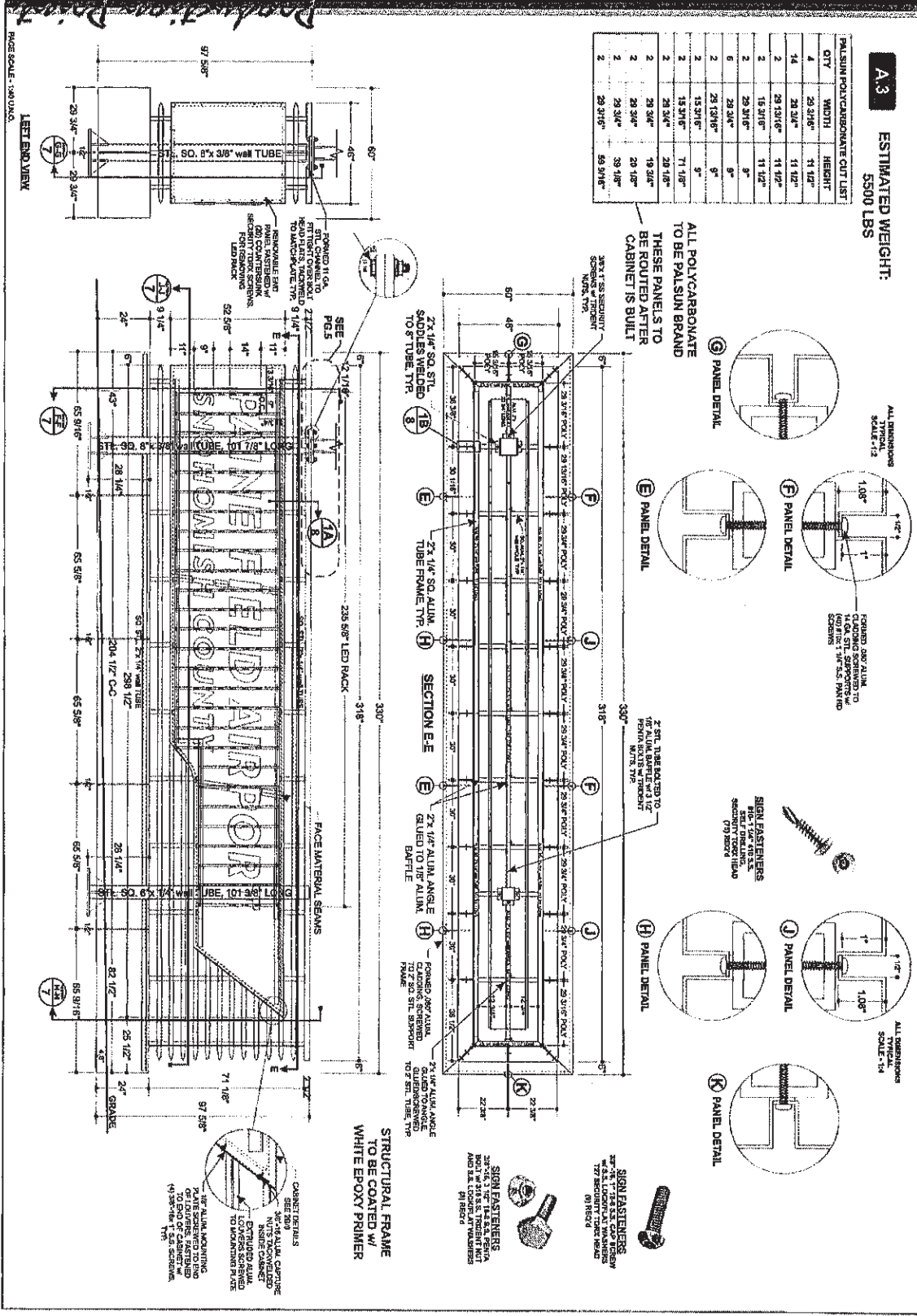
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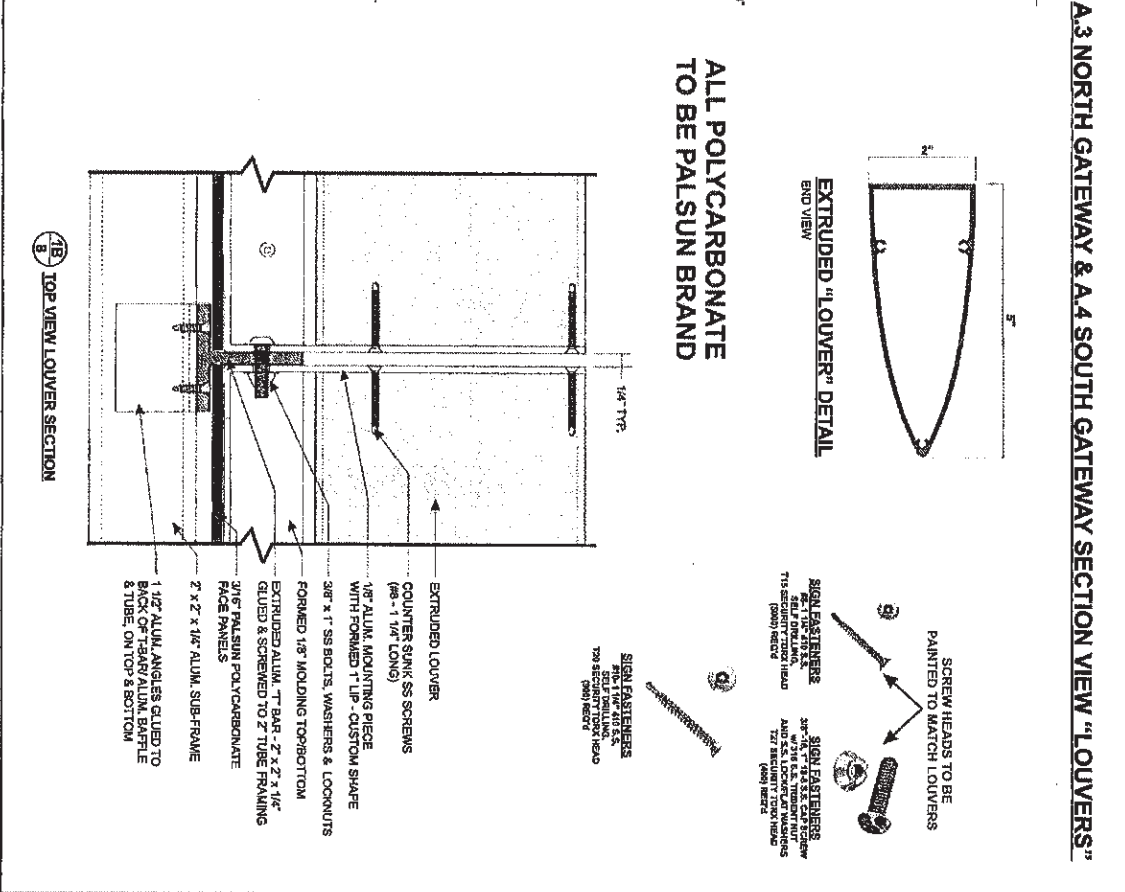
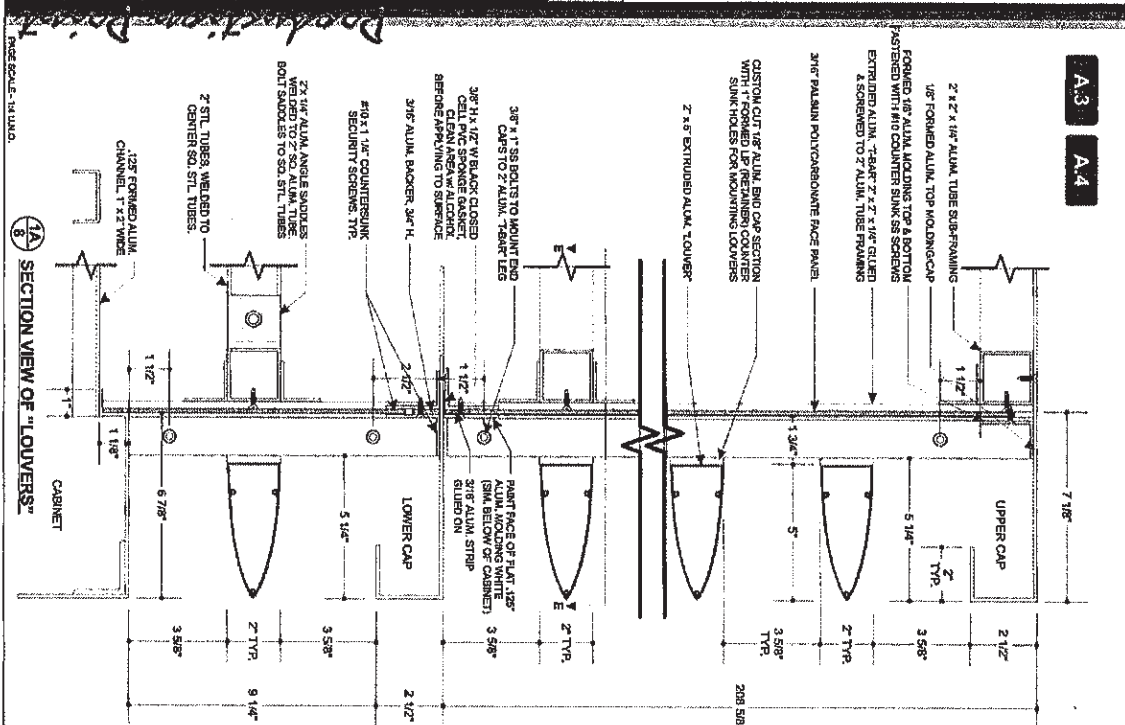






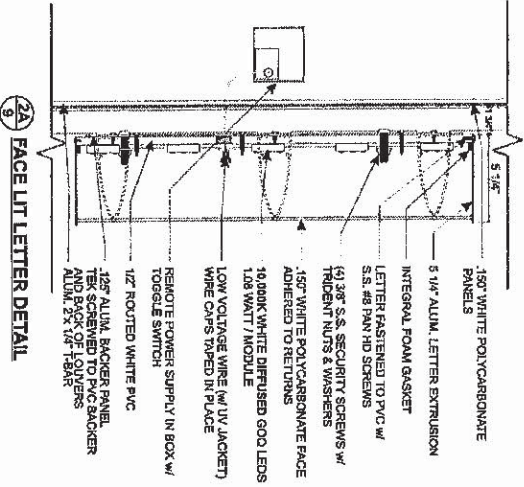
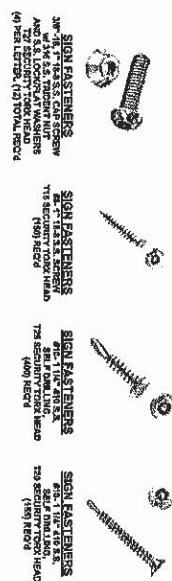
LED PANEL DETAIL
MAY 1, 2013
SCALE - 1/4"=1'-0"



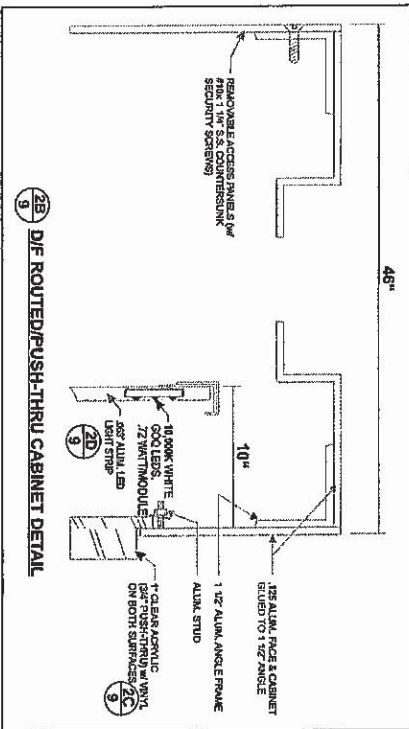


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SCREEN HEADS TO BE
 PAINTED TO MATCH CABINET



ALL POLYCARBONATE
 TO BE PALSUN BRAND



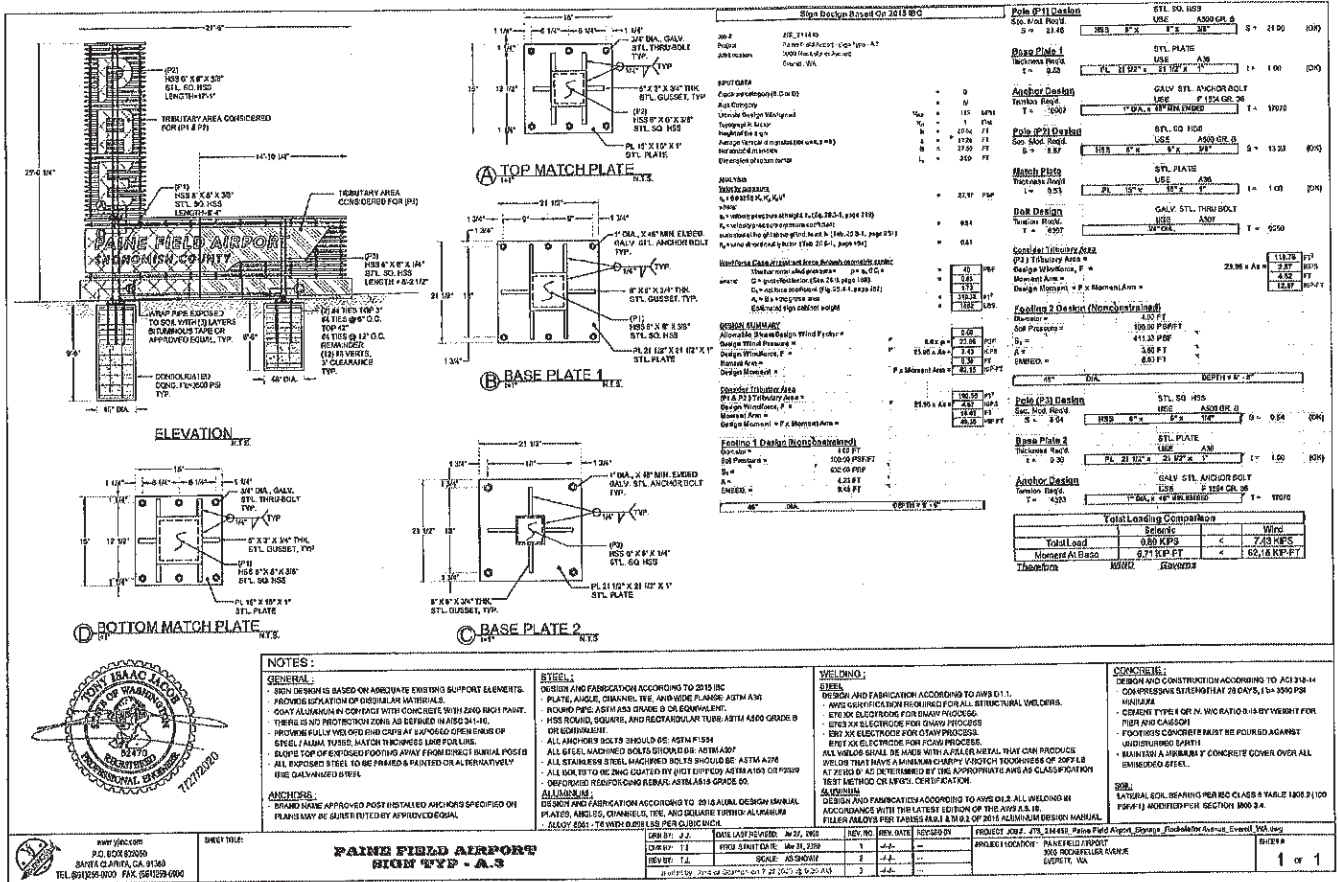
PAINÉ FIELD AIRPORT
SNOWHOMISH COUNTY

2C ROUTED PUSH-THRU BACKER DETAIL





STAMPED STRUCTURAL DRAWINGS A.3 JULY 2020





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Compass Insurance Services Inc 1205 Cedar Road Kronenwetter WI 54455	CONTACT NAME:	
	PHONE (A/C, No, Ext): 715-693-0100	FAX (A/C, No): 715-693-0150
INSURED Graphic House, Inc. 8101 International Drive Wausau WI 54401	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Acuity, A Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 208845719

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		X04299	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		X04299	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			X04299	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X04299	11/1/2023	11/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Floater			X04299	11/1/2023	11/1/2024	Limit of Insurance \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Snohomish County, its officers, elected officials, agents and employees are included as additional insured with respects to general liability and auto liability. Coverage is primary and non-contributory when required by written contract. 30 day notice of cancellation is offered to certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

Snohomish County
3000 Rockefeller Ave
Everett WA 982014056
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT
WITH YOU**

CG-2033R(5-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage or personal and advertising injury* caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured. A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. *Bodily injury, property damage or personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. *Bodily injury or property damage* occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CG-2001F(4-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS-COMPLETED OPERATIONS LIABILITY COV-
ERAGE FORM

The following is added to the Other Insurance Con-
dition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek con-

tribution from any other insurance available to an
additional insured under your policy provided that:

- (1) The additional insured is a Named Insured un-
der such other insurance; and
- (2) You have agreed in writing in a contract or
agreement that this insurance would be primary
and would not seek contribution from any other
insurance available to the additional insured.

