

Invitation For Bid

#2026-001

Vancouver Community Library

Deck Replacement and Structural Upgrade Project



FVRLibraries
FORT VANCOUVER REGIONAL LIBRARIES

Issued By:

Fort Vancouver Regional Library District

ADVERTISED DATE:

March 3rd, 2026

BID DUE DATE:

April 6, 2026 10:00 AM PST

Fort Vancouver Regional Library District Operations Center

2018 Grand Blvd

Vancouver, WA 98661

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SECTION 1: ADVERTISEMENT

INVITATION FOR BIDS

**Vancouver Community Library
Deck Replacement and Structural Up Project**

#2026-001

Bid Due Date: April 6th, 2026 at 10:00 AM PST

Project Estimate: \$500,000 – 750,000

Fort Vancouver Regional Libraries invites responsible contractors to submit bids.

Scope of Work: The Project consists of the removal of an existing wood deck and the installation of a new steel-framed composite deck system at the Vancouver Community Library.

Bidding Documents: Plans, specifications, and addenda for this project are available online through the FVRL website at <https://www.fvrl.org/submit-bids>.

Pre-Bid Meeting: A Mandatory Pre-Bid site walk through will be held on March 11, 2026 at 10:00 AM PST at the Vancouver Community Library. Contractors will meet Jason Reetz, Facilities and Fleet Director / Project Manager, near the loading dock (no parking at the loading dock) that is located at the east end of the library. ***See page 5 for additional details***

Pre-Bid Questions: The deadline for questions and requests for clarifications is March 25th, 2026, at 5:00PM PST.

Phone inquiries will not be accepted. Bidders who seek to obtain answers and information from other contacts or sources not listed above are advised that such material is used at the Bidder's own risk and such action may be cause for disqualification. FVRL will not provide binding oral interpretations, explanations, or instructions as to the meaning or interpretation of the solicitation documents. If no substitutions are approved prior to Bid, Bidders are required to Bid and supply only specified products.

FVRL will provide an official written response to Bidder questions received by the respective deadline in the form of an Addendum. Only the addenda issued by FVRL shall modify the solicitation documents. All Addenda shall become part of the IFB and the subsequently awarded Contract.

Bidders shall acknowledge receipt and review of all Addenda issued during the Bid period in the space provided in Section 5 Bid Form. Failure to acknowledge any/all addenda may be cause for Bid rejection.

Plan Holder's List: Bidders must email bids@fvrl.org to be placed on the Plan Holder's List to receive automatic email notifications of future addenda and additional project information through the bid phase.

Time for Completion: The Contractor shall commence the Work under this Contract effective upon receipt of a written Notice to Proceed and shall continue in good faith and effort to Final Completion status within **ninety (90)** Calendar Days of said Notice.

Bid Submission: Bids will be received at **FVRL's Reception Desk located at Fort Vancouver Regional Library District Operations Center at 2018 Grand Blvd Vancouver, WA 98661**

Bid Security. A deposit of at least 5% of the Bid shall accompany each Bid. This deposit must be a (Surety Bond) made on FVRL supplied form. A bid bond shall not be conditioned in any way to modify the minimum 5% required.

Any bid bond shall be on the form provided by FVRL and shall be signed by the Bidder and the Surety. The Surety shall:

1. Be registered with the Washington State Insurance Commissioners
2. Appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

The failure to furnish a Bid deposit of a minimum of 5% with the Bid shall make the Bid nonresponsive and shall cause the Bid to be rejected by FVRL.

-END OF SECTION 1-

SECTION 2: INSTRUCTIONS TO BIDDERS

2.1. Introduction and Background

Fort Vancouver Regional Libraries (FVRL) is an intercounty rural library district (RCW 27.12.090) serving over 550,000 people across 4,200 square miles. FVRL serves residents of southwest Washington in rural, suburban, and urban settings in Klickitat and Skamania Counties, the City of Woodland in Cowlitz County and all of Clark County except for the City of Camas. FVRL has 14 library locations, 2 bookmobiles, and an operations center. In addition, through contract, FVRL manages and operates one branch location in Yale for the Yale Valley Library District in Cowlitz County.

The Vancouver Community Library is a LEED Gold Certified Building, encompassing 74,589 Square Feet over 5 floors with a 4,500 square feet outdoor terrace on the 5th floor. The Vancouver Community Library, as the second largest library in the Portland metropolitan area, is host to many events, workshops, classes, as well as a meeting place for over 25,000 monthly in-person visitors.

Vancouver Community Library Hours:

- Friday through Monday from 10:00am to 6:00pm
- Tuesday through Thursday from 9:00am to 7:00pm

Mandatory Site Visit / Walkthrough

- **Mandatory Walkthrough:** A mandatory onsite project visit and walkthrough will be conducted on March 11, 2026, at 10:00 AM PST.
- **Location:** Bidders shall meet with Jason Reetz, Facilities and Fleet Director / Project Manager, at the project site located at 901 C St, Vancouver, WA 98660. Meet near the loading dock, which is located at the east end of the building.
- **Purpose:** The walkthrough is intended to allow potential vendors to evaluate the existing conditions of the 5th-floor terrace and its understructure before bidding
- **Attendance Requirement:** Failure of a Bidder to attend the mandatory walkthrough will result in their bid being marked as non-responsive and rejected without further consideration.
- **Scope Discussion:** Jason Reetz, Facilities and Fleet Director / Project Manager, will be available during the walkthrough to discuss the project scope and answer preliminary questions regarding the site's logistical constraints.

2.2 Definitions:

Addenda: A written or graphic document, issued to all Bidders and identified as an Addendum prior to Bid opening, which modifies or supplements the Bid Documents and becomes a part of the Contract.

Bid/Proposal: The offer of a Bidder on a properly completed Bid Form to perform the Contract.

Bidder: means a person, firm or corporation that has made an offer in response to the IFB

Bid Documents: means the solicitation (IFB) and all attachments, exhibits, and sections.

Contract: The written agreement between FVRL and the Contractor. The Contract includes, Contract Agreement, these solicitation documents, any and all Addenda issued, various certifications and affidavits, supplemental agreements, change orders, and all Contractor.

Contractor: means the Successful Bidder who was awarded the Contract and has subsequently executed the Contract with FVRL.

IFB: is an abbreviation meaning Invitation for Bids.

Subcontractor: An individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Contractor.

Successful Bidder: means the lowest responsive and responsible Bidder to whom Award of the Contract shall be made.

Surety: A company that is bound with the Contractor to ensure performance of the Contract, payment of all obligations pertaining to the Work, and fulfillment of such other conditions as are specified in the Contract as required by law.

Work: The provisions of all labor, materials, tools, equipment and everything needed to successfully complete a project according to the Contract.

2.3 Anticipated Procurement Schedule: The activities and dates listed below represent the anticipated procurement schedule. FVRL will provide changes to the Pre-Bid date and Bid Due date via Addenda. Dates preceded by an asterisk (*) are estimated.

Activity	Date and Time
Invitation for Bids Released	March 3, 2026
Mandatory Pre-Bid Meeting & Site Visit	March 11, 2026 @ 10:00 AM PST
Request for Clarification/Questions Due	March 25, 2026 @ 5:00PM PST
Bid Due Date	April 6, 2026 @ 10:00 AM PST
Anticipated Contract Execution Date*	April 27 th , 2026
Anticipated Notice to Proceed*	Week of May 18, 2026

2.4 Examination of Bid Documents: Each Bidder shall thoroughly examine and be familiar with the Bid Documents. Submission of a Bid shall constitute an acknowledgment upon which FVRL may rely that the Bidder has thoroughly examined and is familiar with each part of the Bid Documents. The failure or neglect of a Bidder to receive or examine the Bid Documents, or any part thereof, shall in no way relieve it from the obligations with respect to its Bid or to the Contract. No claim for additional compensation shall be allowed based upon a lack of knowledge or misunderstanding of this IFB, work sites, statutes, regulations, permits, ordinances, industry standards or resolutions.

2.5 Bid Forms: FVRL will accept only those Bids properly executed on the physical forms provided in this solicitation, unless FVRL states differently in writing. Bidders shall complete spaces on the Bid Form that calls for unit prices, extensions, the total Bid amount, signatures, date, acknowledgement of Addenda and the Bidder's address. The required certifications are included as part of the Bid Form.

2.6 Preparation of Bids: The resulting firm-fixed price Contract shall be Bid based on a lump sum price. Prices shall be stated in US currency, omitting digits more than two places to the right of the decimal point (i.e. \$720.74), and shall include everything necessary for the prosecution and completion of the Work as detailed in the Bid Documents. All costs for insurance, bonds and prevailing wage filing fees shall be incidental to and included in the Bid Price and no additional payment will be made by FVRL, not even if the bond amount increases during the Contract Term. By submitting a Bid in response to this solicitation, Bidders agree to be bound by all legal requirements and Contract terms and conditions contained herein. Failure to include any of the requested information and properly completed forms and documents may be cause for immediate rejection of the Bid as non-responsive. Bids shall remain valid for at least ninety (90) calendar days from the Bid Due Date. FVRL reserves the right to request extensions for Bid effectiveness. All Bids and submissions become the property of FVRL.

2.7 Delivery of Bids: By submitting a Bid in response to this solicitation, Bidders agree to be bound by all legal requirements and Contract terms and conditions contained herein. Failure to include any of the requested information and properly completed forms and documents may be cause for immediate rejection of the Bid as non-responsive.

Each Bid shall be sealed in an envelope and shall bear the name of the project as set forth in the IFB, the bid number, the name of the Bidder. Envelopes should be addressed to:

FVRL Attn: Jason Reetz, Facilities and Fleet Director / Project Manager
2018 Grand Blvd
Vancouver, WA 98661

Bids that are properly received will be publicly opened and read aloud. The Procurement Officer shall record all properly received bids and announce the apparent low bidder. Late Bids, electronic submissions, email or facsimile will be rejected.

2.8 State Sales Tax: FVRL is subject to Washington State retail sales tax unless otherwise stated below. All invoices shall include a line item that clearly defines the retail sales tax to be paid by FVRL. FVRL will not adjust its payment if the Contractor bases a Bid on a misunderstanding of tax liability.

FVRL, at the request of the Washington State Department of Revenue, may deduct from its payments to the Contractor, retainage or lien the bonds, in the amount the Contractor owes the State, whether the amount owed relates to the Contract in question or not. Any amount so deducted will be paid into the proper State fund on the contractor's behalf.

The Washington State Department of Revenue has issued special rules on the state sales tax. When applicable, the following rules will apply:

- A. **State Sales Tax: WAC 458-20-171:** For Work designated as Rule 171, Use Tax, the Contractor shall include for compensation the amount of any taxes paid in the various unit Bid prices or other Contract amounts. Typically, these taxes are collected on materials incorporated into the project and items such as the purchase or rental of; tools, machinery, equipment or consumable supplies not integrated into the project.
- B. **Service** (not applicable)
- C. **RCW 82.08.0285 Ferry Vessels** (not applicable)

2.9 Bid Evaluation: Bids will be evaluated on the Total Bid Amount before applicable Sales Tax. Full responsive and responsibility reviews will be conducted after Bid Opening, therefore the apparent low Bidder at the time of Bid Opening may not necessarily be recommended for Contract Award if they are determined to be non-responsive or their Bid is disqualified as being non-responsive. FVRL reserves the right to request additional information from Bidders to further determine responsibility or to clarify items in a Bid.

2.10 Identical Bid Totals: If two or more lowest responsive Bids are exactly equal, the tie-breaker will be determined with a draw. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid are eligible to participate. Two or more slips of paper will be marked with the names of the tied firms, folded, placed inside a box and shook up. One authorized representative of FVRL shall draw one slip from the box and announce the name of the successful Bidder.

2.11 One Bid Received Procedure: If only a single responsive and responsible Bid is received, FVRL shall have the right, in its sole discretion, to extend the Bid Due Date for up to an additional sixty (60) days and/or to conduct a price or cost analysis on such single Bid. The single Bidder shall promptly provide all cost and pricing data, documentation and explanation requested by FVRL to assist in such analysis. By conducting such analysis, FVRL shall not be obligated to accept the single Bid and reserves the right to reject such Bid or any portion thereof.

2.12 Bid Modifications: Bidders will not be allowed to alter Bids after the Bid submittal deadline. Submitted Bids may only be changed if a written request is received by FVRL *before* the Bid submittal deadline. Such requests must be signed by an individual authorized to submit Bids on behalf of the company. All modifications shall be made in writing, executed and submitted in the same form and manner as the original Bid. Nothing in this section shall be construed to permit the Bidder to alter its Bid after it has been submitted pursuant to the terms of this solicitation.

2.13 Bid Withdrawal: No Bidder may withdraw their Bid after the Bid submittal deadline unless Contract Award is delayed for a period exceeding sixty (90) calendar days following Bid Opening. Any Bid not so timely withdrawn shall constitute an irrevocable offer for a period of sixty (90) days to provide FVRL the goods and services described herein, or until one or more of the Bids have been approved by FVRL, whichever occurs first.

2.14 Bid Extension or Cancellation: FVRL reserves the right to cancel this solicitation, or extend the Bid submittal deadline or Bid Opening, by written Addendum, at any time *before* the specified deadline, or in the event only a single Bid or no Bids are received. If a Bidder pursues a protest or a request for reconsideration, its Bid is deemed extended until FVRL executes the Contract or until the protest or request for reconsideration is withdrawn by the Bidder.

2.15 Errors and Administrative Corrections: FVRL will not be responsible for any errors in Bids. FVRL reserves the right to make mathematical corrections that are due to administrative or clerical typing errors, number transposition and incorrect calculations. FVRL may waive these irregularities as immaterial. In the event of a discrepancy between the unit price and the extended amount, the unit price will govern. If figures are set forth in both words and numbers and there is a disparity, the words will take precedence over its numerical counterpart.

2.16 Collusion: By signing a Bid, the Bidder certifies that its Bid is non-collusive and not made in the interest of any person not named, and that the Bidder has not induced or solicited others to submit a

sham offer, or to refrain from proposing. If FVRL determines that collusion has occurred among Bidders, none of the Bids of the participants in such collusion will be considered. FVRL's determination shall be final.

2.17 Rejection and Consideration of Bids: FVRL, in its sole discretion, reserves the right to: Accept or reject any or all Bids, portions or parts thereof; Waive minor Bid errors, informalities, or immaterial irregularities when it is in FVRL's best interest and does not result in displacement of a low Bidder; Republish the call for Bids; Revise or cancel the Work or require the Work to be done in another way; Decline award based on available funding for the Contract; and Award in whole or in part to the lowest responsive and responsible Bidder as best serves the interest of FVRL. In consideration for FVRL's review and evaluation of its Bid, the Bidder waives and releases any claims against FVRL arising from any rejection of any or all Bids, including any claim for costs incurred by Bidders in the preparation of Bids submitted in response to this solicitation.

2.18 Title VI: It is the policy of FVRL to assure 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, be excluded from participation in, be denied the benefits of, or otherwise be discriminated against under any of its federally funded programs and activities.

2.19 Brand Names: The use of any brand names, manufacturer, make or catalog number does not restrict the Bidder. Such use is to identify the standards of desired characteristics, quality and performance equivalence of the product on which Bids are submitted. FVRL reserves the right to decide whether or not proposed alternates are equivalent to the product described in the solicitation, of which decision shall be final. Any substitutions must, without exception, be manufactured of the same basic materials, meet or exceed all Specification requirements of structural, functional, dimensional and appearance without deviation. FVRL reserves the right to reject any and all substitutions.

2.20 Bidder Claiming Error Procedure: If a Bidder realizes after Bid Opening that it has made a clerical, administrative or judgment error and wants to be relieved of its Bid obligations, the Bidder must notify FVRL in writing before 5:00 p.m. on the first business day after Bid Opening. The Bidder shall submit a notarized affidavit, or declaration under penalty of perjury, which is signed by the Bidder and includes a description of the nature of the error, a request to be relieved from the responsibilities of Award and is accompanied by the Bidder's original worksheets used in preparing the Bid which demonstrate the error. If FVRL determines the error allows relief from forfeiture of the Bid Bond, the Bidder will be relieved of any further responsibility and the Bid Bond will be returned. If FVRL determines the error does not lawfully allow relief, then Award may proceed and if the Bidder refuses to execute the Contract, the Bidder's Bid Bond shall be forfeited. Per RCW 39.04.107, the low Bidder claiming error will be prohibited from Bidding on the same project if a second or subsequent call for Bids is made for the project. FVRL reserves the right to request any Bidder to withdraw an unbalanced Bid.

2.21 Bidder Responsibility Criteria (Mandatory):

- A. It is the intent of FVRL to Award the Contract to the low responsive and responsible Bidder. Before Award, the Bidder must meet the following mandatory Bidder responsibility criteria stated in RCW 39.04.350(1) to be considered a responsible Bidder qualified to be awarded a Public Works Contract in Washington State. Failure of any Bidder to meet the responsibility criteria will automatically deem the Bidder not responsible and be just cause for rejection of the Bid.

- B. As assurance to FVRL that the Bidder meets the criteria, Bidders must provide this information, as

applicable, directly on the spaces provided on the Bid Form. FVRL may require additional documentation from the Bidder demonstrating compliance with the criteria. Failure of a Bidder to respond to such a request for additional information or clarification may result in rejection of its Bid. Bidder must:

1. Have a current certificate of registration as a Contractor in compliance with Chapter 18.27 RCW, which must be in effect at the time of Bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Must be registered vendor with MRSC. Bids submitted by those not registered with MRSC may result in the bid being marked as non-responsive. If you have roster registration questions, please contact MRSC through their website <https://mrscrosters.org/>.
4. If applicable:
 - i. Have Industrial Insurance (Worker's Compensation) coverage for all of the Bidder's employees working in Washington, as required in Title 51 RCW;
 - ii. Have a Washington Employment Security Dept. number, as required in Title 50 RCW;
 - iii. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
5. Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3).
6. Have received training in the requirements related to public works and prevailing wage under this chapter (39.04.350) and chapter 39.12 RCW. The training must be provided by the department of labor and industries (L&I) or by a training provider whose curriculum is approved by the department. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from the training requirement.
7. Bidders must certify that they are not a willful violator of the States' wage payment statutes.

2.22 Award of Contract: Only one Bidder will be selected for Contract Award. An Award Recommendation Notice, set forth FVRL's intent to recommend Contract Award to the lowest responsive and responsible Bidder, will be sent to all Bidders. The recommendation will be approved by the FVRL Board of Trustees. Upon receiving Board approval for Award of the Contract, FVRL will send a Final Notice of Contract Award to all Bidders and post it on the FVRL's website. FVRL reserves the right to make Award within ninety (90) calendar days from the Bid Due Date. Should Award, in whole or part, be delayed beyond the period of ninety (90) days, such Award shall be conditioned upon Bidder's acceptance.

2.23 Contract Execution: The Contractor must sign and return all requested documents, including but not limited to evidence of insurance and Contractor's Bond, to FVRL within ten (10) calendar days of the Award Date. After execution, one (1) original signed Contract will be returned to FVRL with all requested documents. The Bidder should already have preparations in place with their insurance agent and Surety in order to expedite the required documents. Failure to execute the Contract is the time allotted grants the authority to cancel the Award and move to the next lowest responsive and responsible Bidder. FVRL will then issue a Notice to Proceed. The Contractor assumes all risk for any Work begun before receipt of the said notice.

2.24 Bids as Public Record: Except to the extent permitted by Washington State public disclosure laws RCW Chapter 42.56, FVRL will regard Bids as public records which will be available for public inspection and/or copying following Contract Award, regardless of any markings or notices contained in the Proposal documents. Information will not be released by FVRL prior to Contract Award in order to protect the

integrity of the procurement process, unless otherwise required by law. All Bids will remain confidential until a Contract is awarded and fully executed by all parties involved. If a Bidder considers portions of its Bid to be protected under Washington State law, the Bidder shall clearly identify and mark such portions as “CONFIDENTIAL” or “PROPRIETARY” and submit such portions in a sealed envelope, separate from the rest of the Bid. It is not usually reasonable or legally defensible to mark an entire Bid as “confidential” or “proprietary”. Marking the entire Bid as such will not be honored and the Bid may be rejected as non-responsive. FVRL shall make Bid submittal details available to the public after Contract Award except, to the extent consistent with RCW 42.56 those portions marked “Confidential” according to the above requirement. If a member of the public demands to review portions of a Bid marked “Confidential”, FVRL will notify the affected Bidder prior to releasing such portions. The Bidder shall take such legal action as it may determine to be necessary to protect its interest. If the Bidder has not commenced such action within five (5) calendar days after receipt of the notice, FVRL will make the requested portions available for review and copying by the public. The Bidder asserting that portions of its Bid are legally protected shall bear all costs of defending such assertion, including reimbursing FVRL for its administrative, expert and legal costs involved in defending itself in actions arising from such assertions by the Bidder. FVRL assumes no responsibility or liability for any losses or damages which may result from the information contained in the Bid. By submitting a Bid, the Bidder has thereby agreed to the provision of this subsection.

2.25 Bid Protests:

A. Who May Protest or Appeal

A potential bidder demonstrating a substantial economic interest in FVRL’s competitive bid process.

B. Timing of Protest

A protest must be filed within five business days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner.

C. Basis of Protest

Protests must be based on the following criteria:

1. A matter of bias, discrimination, or conflict of interest
2. Non-compliance with procedures described in the procurement documents
3. Error in computing scores

D. Protest Form and Content

1. Protests must be in writing
2. Protests must be addressed to the Finance Director
3. Protests must clearly articulate specific grounds for the protest and include supporting documentation
4. Protests must include proposed remedy

E. Protest Procedure

A protest must be filed with FVRL’s Finance Director within five business days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner. Upon receipt of a timely written protest, the Finance Director will consider the protest in accordance with established procedures and issue a written decision within five business days stating the reasons for the action taken and informing the allegedly aggrieved vendor or service provider (Protesting Vendor) of his/her right to appeal the decision.

F. Appeal Procedure

An appeal must be filed within five business days of the Finance Director decision. The Finance Director and an independent Department Director will consider the appeal and issue a written decision within five business days informing the Protesting Vendor of his/her right to further appeal the decision. In the event the Protesting Vendor elects to continue the appeal process, a request for a second appeal must be filed within five business days of the decision of the first appeal. The Executive Director will consider the appeal and issue a written decision within ten business days. The decision of the second appeal will be final and conclusive.

G. Failure to Comply with Requirements

Failure to comply with the protest and appeal requirements will render a protest or an appeal untimely or inadequate and may result in rejection thereof.

H. Exhausted Administrative Remedies

A Protesting Vendor may not commence litigation prior to exhausting all administrative remedies. Failure to exhaust all administrative remedies shall constitute an absolute waiver of the Protesting Vendor rights, if any, to commence litigation.

2.26 Insurance Requirements: The Contractor shall, at its sole cost and expense, obtain and maintain during the entire term of this Contract the minimum insurance set forth below. In the event the Contractor is a Joint Venture, these insurance requirements shall apply to each Joint Venture member separately. By requiring such minimum insurance, FVRL 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. The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including without limitation, liability under the indemnity provisions of this Contract. Damages recoverable by FVRL shall not be limited to the amount of the required insurance coverage.

- A. **General Liability:** Commercial General Liability for bodily injury including death, personal injury and property damage coverage, with contractual and completed operations endorsements, utilizing insurers and coverage forms acceptable to FVRL, with a limit of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products completed operations aggregate limit.
- B. **Automobile Liability:** Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to FVRL, with a limit of at least \$1,000,000 per accident.
- C. **Workers Compensation:** The Contractor and Subcontractor will secure in accordance with the laws of the State of Washington, Worker's compensation Insurance coverage with an Employers' Liability Limit of \$1,000,000 each accident. The Contractor and Subcontractor will be responsible for Workers Compensation insurance for any Subcontractor who provides services under subcontract. If the Contractor and Subcontractor are qualified as a self-insurer under RCW 50 and 51, it will certify to the Owner by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employee(s).

- D. **Certificates and Policies:** Prior to commencement of services for this Contract, the Contractor shall provide FVRL with certificates of insurance showing insurance coverage in compliance with the above Paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting FVRL's financial security requirements, (A.M. Best's Key Rating A-; VII or higher). **Such certificates shall reference the title of this Contract** and will state that the Contractor shall provide thirty (30) calendar days advance written notice to FVRL in the event the Contractor's insurance policies are cancelled, not renewed, or materially reduced in coverage. Should the Contractor neglect to obtain and maintain in force any of the insurance required in this Section, FVRL may suspend or terminate this Contract. Suspension or termination of this Contract shall not relieve the Contractor from insurance obligations hereunder.
- E. **Additional Insured Endorsement:** General Liability Insurance and Builder's Risk Insurance must state that FVRL will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used: **FVRL and its officers, agents, and employees named Additional Insured in respect to Contract PW#2026-001 Vancouver Community Library Deck Replacement and Structural Upgrade Project.**

Taking into account the Work to be performed by a Subcontractor, the Contractor shall prudently determine whether, and in what amounts, each Subcontractor shall obtain and maintain public liability, professional liability, and any other insurance coverage. Any insurance required of Subcontractors shall, where appropriate and/or applicable, name FVRL as an additional insured.

The Contractor and its insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against FVRL. The Contractor and its insurers also waive their right of subrogation against FVRL for loss of its owned or leased property or property under its care, custody and control.

No provision in this Section shall be construed to limit the liability of the Contractor for services not done in accordance with the Contract, or express or implied warranties. The Contractor's liability for the services shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits.

The Contractor may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by FVRL. The Contractor warrants that this Contract has been thoroughly reviewed by the Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Contract.

-END OF SECTION 2-

SECTION 3: GENERAL PROVISIONS

The following FVRL General Provisions are complementary to the subsequent Agreement to be executed between the Parties. Any provision of law, rule, or regulation that is required to be included in this Contract will be read as if in this Contract whether or not physically included.

3.1 Contract Documents

- A. The Contract Documents are intended to be complementary and prescribe and provide for a complete IFB. The Contractor shall furnish all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all Work for the items included in the Bid Schedule. Compensation for the cost of furnishing the foregoing and for full performance of the Work in full conformance with the Contract Documents is included in the Contract Amount.
- B. The Contract represents the entire and integrated agreement between FVRL and the Contractor and sets forth the rights and responsibilities of the parties in accordance with the laws of the State of Washington. Each Contract Document is an essential part of the Contract and a requirement present in one Contract Document is binding as though it was present in all. Anything mentioned in the Specifications and not shown in the Plans or shown in the Plans and not mentioned in the Specifications, shall be of like effect as shown or mentioned in both. Any Work, materials or equipment that has not been specifically included in the Contract Documents but which is reasonably required to produce the intended result shall be provided by the Contractor as though it had been specifically included.
- C. Plan Drawings indicate only such details as are necessary to give a comprehensive idea of the Work. The Project Manager may furnish the Contractor with such additional drawings and clarifications, consistent with the purpose and intent of the Contract Documents, as deemed necessary to detail and illustrate such Work. The Contractor shall conform its Work to such drawings and explanations. The furnishing of such additional drawings or clarifications shall not entitle the Contractor to an increase in the Contract Time or Contract Amount.
- D. On the Contract Plan Drawings and Working Drawings figured dimensions govern. Do not scale Drawings.
- E. In the case of an inconsistency between Contract Documents, the following order of precedence (from highest to lowest) applies:
 - 1. Change Orders
 - 2. Addenda
 - 3. IFB Documents
 - 4. Specifications, if any
 - 5. Drawings
 - 6. Contract
- F. Conditions or Work not covered by Specifications may be described in other Contract Documents and shall be performed by the Contractor in accordance therewith and in accordance with the Specifications insofar as applicable. Work required by the Contract Documents for which a separate price is not provided in the Contract Documents shall nevertheless be considered as a part of the Work and all costs of the same are deemed to be included in the Contract Amount.

- G. If any parts of the Contract require Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade to justify an expectation that it will be observed by the Contractor in doing the Work. In the event of a conflict between the Contract Documents and applicable laws, codes, ordinances, regulations or orders of governmental authorities having jurisdiction over the Work or any portion thereof, or in the event of any conflict between such applicable laws, codes, ordinances, regulations or orders, the most stringent requirements shall govern and be considered as a part of this Contract in order to afford FVRL the maximum benefits thereof.
- H. The organization of the Specifications and arrangement of Plans shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed by any trade. FVRL assumes no responsibility to act as arbiter in the division and proper coordination of the Work between particular Subcontractors or workers.

3.2 FVRL – General Responsibilities

- A. FVRL, as Owner, shall designate a representative (“Project Manager”) to coordinate with the Architectural and Engineering (A/E) team and shall further be responsible for coordination of communications between the Parties and shall act as a central point of contact for FVRL. FVRL shall issue all instructions to the Contractor through the Project Manager.
- B. The Project Manager shall review and determine that the goals, objectives and scope of this Contract are being met, as well as determining that the Schedule, budget and funding limitation of this Contract are satisfied. The Project Manager will coordinate the input and Work of various governmental, FVRL or department staff, consultants, and contractors as it relates to the Scope of Work of this Contract.
- C. The Project Manager will review all Working Drawings, product data, samples or other submittals necessary to determine conformity to the Project scope, design concept and the information provided in the Contract Documents. Neither the Project Manager’s review nor approval thereof shall in any way relieve the Contractor from its full responsibility for errors and omissions in the submittals or its obligations under this Contract; nor constitute acceptance by the Project Manager of the correctness or adequacy of such submittals; nor constitute a representation or warranty by the Project Manager that the Record Drawings will satisfy the requirements of the Contract. The Project Manager will not review submittals that depend for their review on other submittals not yet submitted, that are not required by the Contract Documents, or that are not submitted by the Contractor.
- D. The Project Manager will perform ten (10) on-site visits and related paperwork. The Project Manager will promptly observe tests, inspections or approvals required by the Contract Documents and where practicable. The presence of the Project Manager, or other FVRL representative, during the progress of any construction does not relieve the Contractor from responsibility for defects in the Work nor does it bind FVRL in determining Final Completion of the Work.
- E. FVRL and the Project Manager have the authority, but not the obligation, to reject Work that is defective or does not otherwise appear to conform to the Contract Documents. The Project Manager may call to the attention of the Contractor Work done or materials furnished which, at any time, is found defective or not in conformance to the Contract Documents; however, the failure of the Project Manager to inform the Contractor shall not constitute approval or acceptance of such defective or non-conforming Work. All defective or non-conforming Work shall be repaired or replaced, as

directed by the Project Manager, at the Contractor's risk and expense and shall furnish no basis for an increase in the Contract Amount or Contract Time, even though the Project Manager fails to reject such Work or material. The right of FVRL, or the Project Manager, to reject Work shall not create a duty on the part of FVRL to exercise this right for the benefit of the Contractor or any other person or entity.

- F. Nothing in this Section or elsewhere in the Contract Documents shall be construed as requiring FVRL and the Project Manager, or other representative of FVRL, to: 1) direct or advise the Contractor as to the method or manner of performing the Work or for safety precautions or programs incidental thereto, these being the sole responsibility of the Contractor; and 2) be responsible for the acts or omissions of the Contractor, Subcontractors, lower tier Subcontractors, suppliers, or any of their agents, employees, or any other persons performing a portion of the Work. No approval or advice given by FVRL, or its representatives, as to the method or manner of performing the Work or procuring materials to be furnished shall constitute a representation or warranty by FVRL that the result of such method or manner will conform to the Contract Documents or achieve the desired results. Such approval or advice shall neither relieve the Contractor of any of its obligations under the Contract nor create any liability to FVRL, or its representatives, on account of approval or advice.
- G. The FVRL Project Manager, will make decisions on all claims or requests for interpretation submitted by the Contractor, and all of the decisions are final.
- H. FVRL and the Project Manager shall, at all times, have access to the Work whenever the Work is in preparation or progress. FVRL reserves the right to perform additional Work or conduct FVRL operations on or near the site of the Project. Should such other or additional Work or FVRL operations be either underway or subsequently undertaken at or near the Project, the Contractor shall coordinate its activities with those of all other Work forces and conduct its activities to avoid or minimize any conflict between the operations of the Contractor and those persons performing the other or additional Work or operations. Such use or occupancy by FVRL or its assignees shall not constitute completion or acceptance of the Work or any part thereof.
- I. Neither the FVRL Board of Trustees, nor Executive Director, or any other officer, employee, or agent of FVRL acting within the scope of their employment, shall be personally liable to the Contractor for any of their acts or omissions arising out of the Project. FVRL reserves the right to perform construction operations with their own forces or to Award other Contracts in connection with the other portions of the Project or other Work on the site under these or similar conditions of the Contract.
- J. The post-award administration of the Contract file documentation will be the responsibility of FVRL to ensure compliance with the terms of the Contract and grant reporting requirements.

3.3 Contractor General Responsibilities

- A. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation, and other facilities and services necessary for the proper execution of the Work to completion, whether the same are temporary or permanent and whether or not incorporated or to be incorporated into the Work. The Contractor shall pay all sales, consumer, use and other similar taxes and pay for all fees, duties, and royalties required by law and shall file all notices, secure all permits, and licenses necessary for the execution of the Work.

- B. The Contractor shall be solely responsible for, and shall have full control and charge of, all construction means, methods, safety precautions, techniques, sequences, and procedures for performing, scheduling and coordinating all portions of the Work under the Contract in a proper fashion and in strict compliance with all applicable codes, rules, regulations and laws. In the event of conflicting requirements between applicable codes, rules, regulations and laws, the Contractor shall comply with those codes, rules, regulations and laws which require the highest standard of construction quality and workmanship. The Contractor shall carefully study and compare the Contract Document sections with each other, and with any other information furnished by FVRL, and shall at once report to the Project Manager any error, inconsistency, omission, or variance from applicable laws, statutes, codes, ordinances, or regulations which is discovered. If the Contractor performs any construction activity without carefully studying and comparing the Contract Documents or fails to promptly report the discovery of any error, inconsistency, omission or variance in the Contract Documents, then the Contractor shall assume full responsibility therefore and shall bear all costs, liabilities and damages attributable for corrections of such error, inconsistency, omission, or variance. Omissions from the Specifications or miss-described details of the Work which are manifestly necessary to carry out the intent of the Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or miss-described details of Work, but they shall be performed as if fully and correctly set forth and described in the Specifications.
- C. The Contractor is responsible to field-measure existing site conditions and verify casework pieces will accurately fit within the parameters as applicable / indicated on the Drawings.
- D. The Contractor shall be responsible for inspection of portions of the Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Project Manager.
- E. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and equipment and for the execution of their Work or business. The Contractor shall properly coordinate this Work with that of FVRL or other Contractors.

3.4 Sub - Agreements

- A. The Contractor shall, in all its subcontract agreements, ensure that all Subcontractors are bound to the Contractor in the same manner that the Contractor is bound to FVRL, in strict accordance with all terms and conditions of the Contract Documents. Copies of any or all Subcontractor agreements shall be furnished to FVRL at the beginning of the Project. The Contractor shall also ensure that all sub-contracts include the "Subcontractor Bidder Responsibility Criteria" set forth in the IFB.
- B. Nothing contained herein; however, shall be interpreted as creating a contractual relationship between FVRL and any Subcontractor. The Contractor is for all purposes an independent Contractor and not an employee or agent of FVRL.
- C. **Subcontractors List:** The Contractor, at the request and direction of FVRL, will provide copies of any written agreements for approval of each Subcontractor after Contract Award.

3.5 Subcontractors Bidder Responsibility Criteria

- A. RCW 39.06.020 requires Public Works Contractors and Subcontractors to verify that any Subcontractors they directly hire meet the responsibility criteria for the Project at the time of subcontract execution. In addition to verifying the mandatory Bidder responsibility criteria listed above from RCW 39.04.350(1), the Contractor or Subcontractor must also verify that a Subcontractor possesses an electrical Contractor license, if required by Chapter 19.28 RCW, or an elevator Contractor license, if required by Chapter 70.87 RCW.

- B. The Contractor shall include the language of this Section in each of its subcontracts and shall require each of its Subcontractors to include the same language of this Section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The verification requirements and responsibility criteria must be included in every Public Works subcontract, regardless of tier. The Contractor shall certify that this verification is complete prior to Contract execution and, upon request of FVRL, shall promptly provide documentation demonstrating that the Subcontractor meets the Subcontractor responsibility criteria below.

- C. At the time of subcontract execution, the Contractor shall verify that each of its first tier Subcontractors meets the following Bidder responsibility criteria:
 - 1. Have a current certificate of registration as a Contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract Bid submittal;
 - 2. Have a current Washington Unified Business Identifier (UBI) number;
 - 3. If applicable, have:
 - (a) Industrial Insurance (Worker's Compensation) coverage for the Subcontractor's employees working in Washington State, as required in Title 51 RCW;
 - (b) A Washington Employment Security Dept. number, as required in Title 50 RCW;
 - (c) A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - (d) An electrical Contractor license, if required by Chapter 19.28 RCW;
 - (e) An elevator Contractor license, if required by Chapter 70.87 RCW.
 - 4. Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3).

3.6 Protection of Existing Property

The Contractor shall protect from damage all existing Library facilities, structures, curbs, sidewalks, equipment, improvements, utilities, trees, and vegetation located at or near the Work site which are not considered part of the Work to be performed under the Contract. Damages or losses that may occur shall be the responsibility of the Contractor, except those caused by the acts or omissions of FVRL. The Contractor shall promptly repair, at no cost to FVRL, any such damage resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the Work. If the Contractor fails or refuses to repair the damage promptly, FVRL may have the necessary Work performed and deduct or charge the cost back to the Contractor. Prior to beginning the Work, if required, the Contractor shall give proper notification, as required by RCW 19.122.030, to the agencies that have utilities in place and shall cooperate with these agencies in the protection and relocation of underground utilities, facilities and Structures.

3.7 Safety Standards

The Contractor agrees to comply with all Federal, State and local laws, ordinances, and regulations, as may be amended, which might affect those engaged in the Contract Work. Industry standards and applicable laws and regulations of authorities having jurisdiction include, but are not limited to, the following: Washington Industry Safety and Health Act of 1973 (WISHA); Federal Occupational Safety and Health Acts of 1970 (OSHA); WA State Department of Labor & Industries – Title 296 WAC; Utility company regulations; the National Electric Code (NEC); the National Fire Protection Association (NFPA) Standards; Environmental Protection regulations; etc. It shall be the Contractor's responsibility to comply with "Safety and Health Regulations for Construction", Volume 36, No. 75, Part II of the Federal Register by the U.S. Department of Labor.

3.8 Special Reports

When an event of an unusual and significant nature occurs at the site, including an accident where personal injury or property loss is sustained, or where the event posed a significant threat of loss or personal injury, the Contractor shall prepare and submit a special report which shall list: chain of events, persons participating, response/action by Contractor's personnel, and evaluation of the results or effects and similar pertinent information. Submit special reports directly to the FVRL Project Manager within one (1) day of an occurrence. Submit a copy of the report to the Project Manager and other entities that are affected by the occurrence.

3.9 Working Drawings, Product Data, Samples and Other Submittals

- A. The Contractor shall, with reasonable promptness, review, stamp with its approval, and submit all Working Drawings, product data, samples, and other items required by the Contract Documents, to the Project Manager for concurrence that the submittals conform to the design concept and the information given in the Contract Documents. By submitting such documents, the Contractor represents that it has determined and verified all materials, field measurements, and related field construction criteria are in accordance with the Contract Documents, and that the Contractor has checked and coordinated the information contained with the submittal for accuracy and completeness, and with the requirements of the Work and the Contract Documents. The costs incurred by FVRL to review resubmitted Working Drawings, product data, and samples may be offset from any monies due the Contractor when the Contractor has failed to comply with this paragraph.
- B. Any Work delayed by reason of a properly rejected submittal is deemed to be entirely the Contractor's risk, and shall not be the basis for a claim by the Contractor for additional compensation or an extension of Contract Time. When resubmitting a submittal, the Contractor shall direct specific attention, in writing or on the re-submittal itself, to all revisions it has made. Drawings marked "subject to change" or the like will not be reviewed. FVRL is not required to review submittals that depend for their review on other submittals not yet submitted.
- C. No portion of the Work requiring submittal of a Working Drawing, product data, or sample shall be commenced until the submittal has final approval by FVRL. All portions of the Work involving submittals shall be performed in accordance with the approved submittals.

3.10 Record Documents

When requested, or upon completion of the Work, the Contractor shall furnish FVRL with Record Drawings and Specifications certified by an Engineer showing all deviations from the original (at the time of Bid submittal) Contract Documents. Drawings and Specifications shall show actual dimensions, locations, approved changes, options and alternates made during construction. Include type of equipment, make,

model, serial number, and acquisition cost of installed capital equipment or other fixed assets. The Project Manager may use Record Drawings to verify the appropriate progress payment.

3.11 Administration and Supervisory Personnel

- A. The Contractor shall be fully responsible to FVRL for the acts, errors and omissions of all its employees, agents, Subcontractors, lower tier Subcontractors, suppliers, and their agents and employees, and all other persons who are to perform any of the Contract Work. All Work shall be performed under the supervision and direction of competent and skilled personnel experienced in the tasks being performed.
- B. The Contractor shall always enforce strict discipline and good order among all workers on the Project and shall not employ on the Work any unfit person or anyone not skilled in the task assigned. Incompetent, careless, or negligent workers shall be immediately removed from the performance of the Work by the Contractor or at the express direction of FVRL.
- C. The Contractor shall employ a General Superintendent and necessary assistants who shall attend the Project site during performance of the Work and shall supervise and direct the Work as per industry standard. The General Superintendent shall be the Contractor's representative and shall have authority to act on behalf of and bind the Contractor with respect to this Contract, except that the Contractor may indicate in writing limits on the authority of the superintendent. Communications or notices directed or given to the General Superintendent shall be as binding as if given to the Contractor. The General Superintendent shall not be replaced without prior written notice to FVRL.
- D. Within ten (10) calendar days of a written Notice To Proceed, the Contractor shall submit to FVRL a Critical Path Construction schedule, schedule of values, listing of its employees, consultants, and Subcontractors; naming persons and listing their telephone numbers.

3.12 General Guarantee and Warranties

- A. The Contractor warrants to FVRL that all goods, materials and equipment furnished under this Contract will be of highest quality and new, unless otherwise specified by FVRL; free from liens, faults and defects and in conformance with the Contract Documents. All such materials and equipment shall be applied, installed, connected, erected, used, cleaned, maintained and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, unless specifically provided otherwise in the Contract Documents. Upon the request of FVRL, the Contractor shall furnish satisfactory evidence as to the kind, quality, and manufacturer of materials and equipment.
- B. The Contractor warrants to FVRL that all Work furnished will be of first quality and the workmanship will be the best obtainable in the various trades. The Work will be safe, substantial and durable construction in all respects; free from defective materials and faulty workmanship, and in conformance with the Contract Documents and the best construction practices acceptable. These provisions apply to Work done by Subcontractors and direct employees of the Contractor.
- C. The Contractor warrants that all parts of the Work shall remain in perfect working order and condition for a minimum period of one (1) year after Final Acceptance by FVRL. All Work not conforming to these standards during the construction period, the warranty period, or within such longer period of time as may be prescribed by law, or by the terms of any other applicable warranty period specified

or required by the Contract Documents, shall be immediately remedied at the Contractor's sole expense. The warranty provided under this paragraph shall be in addition to any other express or implied warranties for particular equipment or Work items indicated in the Contract Documents, and in addition to other rights or remedies available to FVRL under this Contract or at law. No provision in this Article shall be construed to limit the liability of the Contractor for Work not performed in accordance with the Contract. The liability for such failure to perform shall extend as far as the appropriate periods of limitation provided by law. Acceptance of any service and inspection incidental thereto by FVRL shall not alter or affect the obligations of Contractor or the rights of FVRL. Any defects shall be immediately remedied by the Contractor.

- D. FVRL shall immediately give written notice to the Contractor of any defective goods or services discovered within said warranty period. If the Contractor has not corrected the defect within thirty (30) calendar days after receiving the written notice, or FVRL determines the Contractor's corrective action is not satisfactory, FVRL, in its sole discretion, may correct the defects itself. In the case of an emergency where FVRL believes delay would cause serious injury, loss or damage, FVRL may waive the written notice and correct the defect. In either case, the Contractor and its Surety are responsible for all expenses incurred and FVRL will charge-back the cost for such warranty repair to the Contractor, including shipping charges, regardless of who actually corrects the defect.
- E. The Contractor shall further make good all damage to the Project site, or equipment or contents thereof which, in the opinion of FVRL, is the result of the use of materials, equipment or workmanship which is inferior, defective, or not in accordance with the terms of the Contract; and shall make good any Work or materials, or the equipment and contents of building, Structures, or site disturbed in fulfilling any such warranty.
- F. Upon completion of the Work, the Contractor shall furnish to FVRL any guaranty or warranty furnished as a normal trade practice in connection with the Contractor's purchase of any equipment or materials; provided such guaranty or warranty shall be in addition to those specific requirements for particular equipment or Work items indicated elsewhere in the Contract Documents. The Contractor will maintain copies of all warranty information and shall cooperate with FVRL to immediately facilitate any warranty related Work to satisfactorily repair the condition, correct the defect, error, or non-conformity at the Contractor's sole expense.
- G. All extended warranties provided by a manufacturer or vendor must be passed on to FVRL, without exception. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to FVRL by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference will not excuse the Contractor's full compliance with its obligations under this Contract. Required repairs not covered by the Manufacturer's Warranty because of the Contractor's deviation of the methods will be made by the Contractor at no expense to FVRL. If the Contractor charges FVRL for a replacement part that the Contractor actually received at no cost under a warranty, the Contractor will rebate FVRL the amount billed.
- H. If the Contractor performs Work at the job site under these warranty provisions, the Contractor shall furnish insurance coverage therefore as specified in the Contract Documents. Prior to beginning such Work, the Contractor shall furnish certification of insurance satisfactory to FVRL.

- I. The Contractor further warrants that no violation of any Federal, State or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods.
- J. The Contractor's warranty responsibilities shall survive delivery, inspection, acceptance of the goods or services, and Contract termination. Neither Final Acceptance, or partial or entire use or occupancy of the Work (Substantial Completion), by FVRL shall constitute an acceptance of Work not done in accordance with the Contract or relieve the Contractor of liability in respect to any expressed warranties or responsibility for faulty materials and workmanship.
- K. Warranties shall not apply to Work or materials that have been abused or neglected by FVRL. Abuse means damage or degradation resulting from accidents, deliberate actions or omission other than normal wear and tear of the user. The FVRL Project Manager, or designee, will be the final arbitrator for issues involving abuse versus normal wear and tear.

3.13 Prevailing Wage Requirements

- A. As required by Chapter 39.12 RCW, wage rates to be paid all laborers, workers, and mechanics performing any part of this Contract, whether they are employed by the Contractor, Subcontractors, or lower-tiered Subcontractors, or any other person who performs a portion of the Work completed by this Contract, shall not be less than the Washington State prevailing wage rates paid for an hour's Work in the same trade or occupation in Clark County. The Contractor is required to pay the applicable prevailing wage rates in effect upon April 6, 2026, the Bid Due Date, which shall remain in effect for the duration of the Contract. A copy of the applicable wage rates is available for viewing at FVRL's Harborside Building. A hard copy will be mailed upon request.
- B. **Washington State Prevailing Wages:** May be found at the website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>, **Clark County, effective date April 6th, 2026.** FVRL does not imply or warrant that the Contractor will find labor available at those rates.
- C. **Intent and Affidavits:** No payment will be made on this Contract until the Contractor and each and every Subcontractor, regardless of tier, has submitted to FVRL a "*Statement of Intent to Pay Prevailing Wages*" that has been approved by the Industrial Statistician of the Washington State Department of Labor and Industries (L&I). No release of retainage will be made until the Contractor and each and every Subcontractor has submitted to FVRL an "*Affidavit of Wages Paid*" that has been approved by L&I's Industrial Statistician. A receipt from L&I for filing these required prevailing wage documents is not an approval.
- D. **Filing Requirements:** Intent and Affidavit forms be submitted electronically with Labor and Industries to expedite verification of submittal; however, FVRL will accept copies of approved forms submitted through paper procedures. In compliance with WAC 296-127, the Contractor agrees to pay L&I the appropriate processing fee for each Intent and Affidavit submitted to that Department for certification. All costs associated with such fees shall be included in the Bid Price as part of the fixed costs of overhead for this Contract, including any anticipated sub-contractor filing fees. Any change in the fee by L&I will not be grounds for revision in the Contract Amount.

- E. **Certified Payrolls:** Certified payrolls are required to be submitted by the Contractor for themselves and all subcontractors. The payrolls shall be submitted no less than monthly through the L&I's Prevailing Wage Intent and Affidavit portal (PWIA).
- F. **Posting of Notices:** The Contractor shall post the applicable prevailing wage rates in a location readily visible to workers at the job site, or as allowed by RCW 39.12.020, and shall include:
 1. Contractor's registration certificate number;
 2. The prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020; and
 3. The estimated number of workers in each classification.

3.14 Contract Bonds

- A. In the event the Surety becomes unacceptable to FVRL during the course of the Contract Work, or FVRL deems the Surety or Sureties to be inadequate, it may, upon written request and at the Contractor's cost and expense, require the Contractor to furnish bonds from another Surety to cover any remaining Work. Until the added Surety is furnished, payments on the Contract will stop.
- B. **Payment Bond:** The penal amount of the Payment Bond shall be for one hundred percent (100%) of the total Contract Amount, including all Change Orders and sales tax, conditioned upon the Contractor's payment of all Subcontractors and suppliers, taxes imposed under Title 82 RCW.
- C. **Performance Bond:** The penal amount of the Performance Bond shall be for one hundred percent (100%) of the total Contract Amount, including all Change Orders and sales tax, conditioned upon the Contractor faithfully performing all of its obligations under this Contract within the time prescribed therein.
- D. FVRL may require additional bond protection if the Contract Amount is increased. The increase in protection shall equal one-hundred percent (100%) of the increase in Contract price. FVRL may secure additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

3.15 Retainage

- A. For each payment made to the Contractor, an amount equal to five percent (5%) of the total pre-taxed amount earned by the Contractor shall be retained, including any additions or deletions by Change Order. Such amounts shall be withheld by FVRL for forty-five (45) days following the date of Final Acceptance or until any liens filed under RCW 60.28 are settled, whichever is later.
- B. **Options for Withholding:** In accordance with RCW 60.28.011, the Contractor shall inform FVRL as to how monies may be retained by FVRL by selecting one of the following options on FVRL's "*Declaration of Option For Management of Statutory Retainage*" form: 1) Deposited in a non-interest bearing account; 2) Deposited in an interest-bearing account in a bank, mutual savings bank or savings and loan association; or 3) Placed in escrow with a bank or trust company.

- C. **Optional Retainage Bond:** The Contractor may furnish FVRL, at the Contractor's cost and at FVRL's option, a retainage bond of five percent (5%) of the Contract amount to be held in lieu of actual retainage. The bond shall be issued by a corporate Surety acceptable to FVRL and licensed to do business in the State of Washington. In the event the Surety becomes unacceptable to FVRL during the course of construction, the Contractor shall, upon FVRL's written request and at the Contractor's sole cost and expenses, obtain a retainage bond from another Surety acceptable to FVRL.

3.16 Payment

- A. Total payment shall not exceed the Contract Amount unless authorized herein by a written Change Order. Excluding retainage and providing an L&I approved "*Statement of Intent to Pay Prevailing Wages*" for the Contractor and every Subcontractor has been received by FVRL, payment shall be made within thirty (30) days after FVRL's acceptance and approval of a properly executed invoice for Work completed. Incorrect invoices will be subject to rejection or correction. Pre-payments are not permitted.
- B. **Payment Requests:** Payment requests, including schedules, for the preceding month shall be submitted by the Contractor to the Project Manager for review and certified approval prior to FVRL making any payment to the Contractor. Any subsequent changes shall be submitted at least twenty (20) days before the applicable request for payment using the agreed schedules. After the Project Manager reviews the Contractor's pay request, a Certificate for Payment will be issued to FVRL to make payment within thirty (30) days of approving the invoice. Upon request of a Subcontractor, the Project Manager will furnish, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Project Manager and FVRL on account of portions of the Work done by such Subcontractor.
- C. **Progress Payments:** FVRL shall make monthly progress payments for Work performed by the Contractor. Progress payments will be based upon an agreed upon Schedule of Values, schedule of payments, critical milestones and any performance metrics. A breakdown of the Contract Amount shall be provided in enough detail to facilitate continued evaluation of applications for payment and progress reports. Payments will be reduced by five percent (5%) for retainage; Contractor invoices will reflect the retainage reduction.
- D. **Prompt Payment of Subcontractors:** The Contractor shall ensure that all Subcontractors and suppliers under this Contract are promptly paid to the fullest extent required by RCW 39.04.250, as may be amended. The Contractor is required to pay each Subcontractor performing Work under this prime Contract for satisfactory performance of that Work no later than thirty (30) days after the Contractor's receipt of payment for that Work from FVRL. In addition, the Contractor is required to return any retainage payments to those Subcontractors within thirty (30) days after the Subcontractor's Work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of FVRL.
- E. **Final Payment:** Shall be the release of the retained percentage to the Contractor. Retainage shall be released thirty (30) days following the date of Final Acceptance of the Work, provided that FVRL has received the following:
1. An "*Affidavit of Wages Paid*" for the Contractor and every Subcontractor as approved by the Industrial Statistician of the Department of Labor and Industries.
 2. A release of liability from the WA State Department of Labor and Industries (L&I), WA State

Department of Revenue (DOR), and the Employment Security Department (ESD), or any claims that have been paid from L&I or DOR, whichever comes first.

3. Lien releases for the Contractor and each Subcontractor and supplier who performed Work and provided supplies and materials for the Project. These conditional releases will be submitted to FVRL as soon as practical after completion of the Work. FVRL may provide release forms to the Contractor for distribution. If a lien claimant refuses to furnish a release, FVRL may withhold funds to defray the cost of lien foreclosure and to pay attorney's fees in an amount no less than 150% of the lien amount.
 4. Satisfaction of any lien claims or unpaid claims FVRL may have against the Contractor or, where applicable, the consent of the Surety to release retainage. In the event a claim is filed against the retainage, the Contractor shall be paid any portion of the retainage that is less than the amount sufficient to pay the claim and potential legal costs. If an inadequate amount of money remains in the retainage to cover all claims due to be paid, the protections provided by the Payment Bond become applicable, excluding taxes.
- F. Payment does not in any way relieve the Contractor from its responsibility for the Work or to repair, replace, or otherwise make good defective Work, materials or equipment. Likewise, the making of any payment does not constitute a waiver of FVRL's right to reject defective or non-conforming Work, materials, or equipment, even though the same is covered by the payment, nor is it a waiver of any other rights of FVRL. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.

3.17 Claims

In the event a claim is filed against the retainage, Contractor shall be paid any portion of the retainage that is less than the amount sufficient to pay the claim and potential legal costs. If an inadequate amount of money remains in the retainage to cover all claims due to be paid, the protections provided by the Payment Bond become applicable, excluding taxes.

3.18 Delays – Responsibility

In the event of delay to the Contractor in performing the Work resulting from the conduct or lack of conduct by FVRL or their Contractors, officers, employees, agents; or resulting from delay or failure of FVRL in making the site available; or in furnishing any items required to be furnished to the Contractor pursuant to the Contract Documents; or resulting from changes to the Project ordered by FVRL; or resulting from:

1. Extraordinary conditions of weather for the area and time of year, (Extraordinary conditions of weather shall not be deemed Extraordinary if they fall within two standard deviations from the mean of data recorded by the U.S. Weather Bureau for the Seattle/Tacoma metropolitan area over the last twenty (20) years. To preclude the difficulties of actual measurement, the parties hereto agree that weather data at the site shall be expressly deemed to be the same as that measured at the Seattle-Tacoma International Airport by the Environmental data and Information Service of the National Oceanic and Atmospheric Administration (NOAA) of the U.S. Department of Commerce),
2. War or national conflicts or priorities arising therefrom,
3. Fires beyond the reasonable control of the Contractor,
4. Acts of God,
5. Strikes or other labor disruptions, except for the first five working days of any strike or labor disruption,
6. Any other causes beyond the Contractor's reasonable control (but not including delays caused by the

Contractor, Subcontractors of any tier or suppliers); and for no other cause or causes,
7. Epidemic/Pandemic

The Contractor shall be entitled to an extension of time, and cost as appropriate, with regard to the time for completion of the Project and only by the amount of time the Contractor is actually delayed thereby in the performance of the Project, provided notice is given and claim is made, both as hereinafter provided. It shall be Contractor's burden to prove that a delay exists for which an extension of time is allowable.

3.19 Suspension of Work

The Project Manager may direct that all or any part of the Work be suspended for such time period as the Project Manager deems proper because of unsuitable weather or other conditions beyond the control of FVRL and the Contractor, which prevents satisfactory performance of the Work. The Contractor shall immediately comply with the directive to suspend Work. The Contractor shall resume the suspended Work when so directed by the Project Manager. Such suspension of Work shall not be grounds for a claim by the Contractor for an increase in the Contract Amount; however, Contract Time may be adjusted in accordance with the provisions herein unless the Project Manager concludes that the Contractor could have performed the suspended Work if the Contractor had diligently prosecuted the Work prior to such suspension. FVRL may also suspend Work for its convenience and without cause, after giving the Contractor ten (10) days written notice. In the event such suspension causes a change in the Contractor's cost or time of performance of the Work, the Contractor shall be entitled to make a claim for a change in Contract Time and Contract Amount as set forth elsewhere herein.

3.20 FVRL'S Right to Stop Work

If the Contractor fails to perform the Work in accordance with the Contract Documents, fails to correct defective Work, or fails to comply with any other directive issued by FVRL, FVRL may order that the Contractor stop all or any portion of the Work until the cause for such order is eliminated. In the event of an order to stop Work, the Contractor shall not be entitled to any increase in the Contract Time or Contract Amount, nor to any damages or relief from liability, on account of such order to stop Work.

3.21 Disruptions Caused by Labor or Other Disputes

- A. The term "dispute" as used in this paragraph includes labor-related and non-labor-related disputes, whether or not the persons or other entities involved in the dispute have an employment relationship with either the Contractor or FVRL. Examples of such disputes include, but are not limited to: informational or other picketing, and all other forms of concerted or non-concerted activity. The Contractor shall pay all attorneys' fees and expenses incurred by FVRL in establishing and enforcing FVRL's rights whether or not suit was instituted.
- B. The Contractor shall take all reasonable steps to prevent all disputes arising from the presence of or the performance of the Work by the Contractor, its Subcontractors and lower tier Subcontractors, suppliers, or other persons performing any of the Work, from disrupting the Project or otherwise interfering with access to FVRL property by FVRL, its agents, employees, tenants or employees thereof, or other Contractors engaged on or near the site of the Project. If such a dispute disrupts the Project or interferes with access to FVRL property, the Contractor shall promptly and expeditiously take all reasonable action to eliminate or minimize such disruption or interference, including but not limited to:
 1. Utilizing all reasonable means to prevent all unlawful conduct or picketing, or to restrict all lawful picketing or other activities to a single entrance to FVRL property;

2. Policing entrances to assure that only authorized personnel may use the same;
 3. Posting notices or signs which advise interested persons and labor organizations that a particular entrance to FVRL property is for the employees of "primary" or, as the case may be, "neutral" employers;
 4. Notifying all interested labor organizations or the "primary" or "neutral" status of particular entrances;
 5. Upon request of FVRL, altering or rerouting the access to the Project;
- C. In the event any such picketing or activity is unlawful or has a secondary impact upon the employees of neutral employers, tenants or their suppliers or Contractors, promptly and expeditiously taking appropriate action to seek recourse through the appropriate governmental FVRL or State or Federal courts to limit the location of such picketing so as to reduce the impact thereof upon neutral employers. FVRL will cooperate with the Contractor to accomplish the foregoing actions and will render its assistance where appropriate; however, FVRL shall have the right, without providing additional compensation to the Contractor, to direct the Contractor to modify any of the foregoing actions which the Contractor has taken or plans to take, or to overrule such actions, to designate the entrances to be used as "primary" or "neutral" entrances, and to take appropriate legal action in order to protect the interests of FVRL and those of its tenants and other Contractors.
- D. The foregoing actions to be taken by the Contractor are the Contractor's primary responsibility. Neither the failure of FVRL to request the Contractor take a specific action, nor the exercise by FVRL of its rights under this paragraph, shall modify, constitute a defense to, or waiver the obligations imposed upon the Contractor in this paragraph. Failure to take the action described above or to comply with the directives of FVRL shall be considered a material breach of the Contract.

3.22 Changes in The Work and Change Orders

- A.** Change Orders shall be the only acceptable way to modify the Contract Amount or Contract Time. No oral statement by any person shall change or modify the Contract. Should any changes to the Contract Work be required, the Contractor or FVRL shall refer same to each other before Work which deviates from the original requirements is started. All mutually agreed upon changes must be made in writing, on a form or format acceptable to FVRL, and incorporated into the Contract Documents through the execution of a Change Order by FVRL's Project Manager, which shall provide for any increase or decrease in the Contract Time, Contract Amount, or both as caused by such change. Such changes shall not invalidate or nullify any portion of the Contract Documents nor release the Contractor's Surety. In event of disagreement on the necessity of such changes, FVRL's decision shall be final.
- B. Contractor Requested Changes:** Any other written or oral direction, instruction, interpretation or determination (collectively, "order") from any source that the Contractor believes may cause any change in cost, in time, or both, shall be treated as a Change Order under this clause; provided that the Contractor gives FVRL written notice within five (5) calendar days of having known of the occurrence of the event giving rise to the change. The notice must state the date, circumstances, cost details, time implications, source of the order and a certification that the Contractor regards the order as a necessary change. The Contractor's Change Request shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Amount and/or Contract Time, including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption to schedule, or loss of efficiency or productivity occasioned by the Change in Work.

C. Owner Directed Changes:

1. FVRL may make at any time during the Work, without notice to the Surety and by written order designated or indicated to be a Change Order, any changes in the Work within the general scope of the Contract, including but not limited to the following:
 - a. Deleting any part of the Work;
 - b. Increasing or decreasing quantities;
 - c. Altering Specifications, designs, or both;
 - d. Altering the way Work is to be done;
 - e. Adding new Work;
 - f. Altering FVRL-provided facilities, equipment, materials, services, or sites; or
 - g. Directing acceleration or delay in the performance of the Work.
2. For any change requested by FVRL, the Contractor shall submit to the Project Manager, within seven (7) calendar days of FVRL's request, a detailed price and time schedule proposal supported with documentation that reflects all cost and time related impacts on the Contract. The proposal shall be prepared in accordance with provisions hereunder and shall include a complete breakdown of direct costs of both deletions and additions directly attributable to the proposed change in the Work.
3. Any Field Directive, response to Requests for Information (RFI), or other written directive, interpretation, instruction or determination (hereinafter referred to as "Direction") provided by FVRL's Project Manager, is not considered a Change Order or a change to Contract requirements and shall not constitute, in and of itself, entitlement to an adjustment in Contract Price, Contract Time, or both.

D. Cardinal Change: Any change exceeding twenty-five percent (25%) of the Contract Amount is considered a "Cardinal Change" and will not be permitted regardless of whether or not the change is "in-scope" or a significant change. For purposes of this Contract, a significant change is when the character of the Work as altered differs materially in kind or nature from that originally included in the solicitation.

E. Time Extension: Requests for a time extension shall only be limited to the effect on the Critical Path of the Contractor's approved Progress Schedule attributable to the change or event giving rise to the request. As used herein, "Critical Path" means the longest, continuous sequence of interrelated activities that begins on the date FVRL issues a Notice To Proceed and extends to Substantial or Final Completion of the Project.

1. To be considered, the request shall be in sufficient detail to enable the Project Manager to ascertain the basis and amount of the time requested. The request shall include an updated schedule that supports the request and demonstrates that the change or event: (1) Had a specific impact on the Critical Path, and except in cases of concurrent delay, was the sole cause of such impact; and (2) Could not have been avoided by resequencing of the Work or by using other reasonable alternatives.
2. Evaluating any request, the Project Manager will consider effective Contractor use of time from the Notice to Proceed up to the point of the delay and the effect the delay has on completion times included in the Specifications or Scope of Work. The Project Manager will evaluate and respond within seven (7) calendar days of receiving the request.

3. The authorized time for Physical Completion will be extended for a period equal to the time the Project Manager determines the Work was delayed because of: Adverse weather, providing the Project Manager had not already declared the time to be unworkable and the Contractor has filed a written protest according the provisions herein; Any action, neglect, or default of FVRL, its officers, or employees, or of any other Contractor employed by FVRL; Fire or other casualty for which the Contractor is not responsible; Strikes; and Any other conditions for which these Specifications permit time extensions.

F. Equitable Adjustment:

1. Except as specifically provided for herein, the Contractor is not entitled to an equitable adjustment, and FVRL will have no obligation or liability, on account of a change in the Work that is not made through a properly executed Change Order. The method of how a Change Order will be priced, be it negotiated lump sum or unit price, is solely at FVRL's discretion. Nothing in this Section shall be deemed to require a change in the Contract Amount when additional, extra, or changed Work is the result of an estimating, contracting or engineering error by the Contractor. In no event shall the Contractor be entitled to compensation for the loss of anticipated profits on deleted, terminated, or uncompleted Work or consequential damages of any kind. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.
2. If any change under this provision causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly, provided; however, that except for claims based on defective Specifications, no claim for any Contractor requested change shall be allowed for any costs incurred more than seven (7) calendar days before the Contractor gives proper written notice as herein required; and provided further, that in the case of defective Specifications for which FVRL is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective Specifications.
3. If the Contractor intends to assert a claim for an equitable adjustment under this paragraph, it must, within seven (7) calendar days after receipt of a written Change Order by FVRL, or the furnishing of a written notice to FVRL, submit to FVRL a written proposal ("**Change Request**") further setting forth the general nature, time implications, monetary extent of such claims, and a certification that the Contractor regards the order as a necessary change, unless this period is extended by FVRL. The Contractor may request, in writing, an extension in time to submit the Change Request.
4. The Contractor's Change Request shall include detailed price calculations for the proposed change, which shall itemize the cost of all labor, materials, equipment, and any other allowable direct costs for the Contractor and, further, shall be accompanied by the signed Bids of any Subcontractors or suppliers who will perform any portion of the change in the Work or will furnish materials or equipment for incorporation therein. Each labor classification shall be broken out in detail. Any aggregate labor total will NOT be acceptable. The Contractor's Change Request shall also show as a separate item, the proposed amount for markup, contingency, overhead and fee. No allowance for increasing the bonds will be made. The same level of detail required for the Contractor's Change Request shall be included in all Subcontractor quotations.

5. Overhead and profit percentage markups shall not exceed those specified as allowed under this Section and shall be deemed to cover all costs and expenses of any nature whatsoever, including without limitation those for general condition items such as clean-up, protection, supervision, estimating, field operations, small tools and security, which the Contractor or any of its Subcontractors may incur in the performance of or in connection with a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Section. The parties agree and acknowledge that the adjustments to Contract Amount and Contract Time, if any, contained in a Change Order shall constitute the total and complete compensation and remedy for the Change in the Work, including any effect of the individual change and any cumulative effects prior to Change Orders on the Work as a whole, and all direct and indirect costs of whatsoever kind or nature, including, without limitation, overhead, extended overhead, profit, impact costs, ripple costs, delay costs, inefficiency costs, and all other special, incidental and consequential damages.
 6. Upon receipt of the Contractor's fully documented Change Request, FVRL may accept or reject the Request, request further documentation, negotiate acceptable terms with the Contractor, or inform the Contractor that additional time is needed to evaluate the Change Request. Under such circumstances, FVRL will identify a date certain when a decision on the Change Request will be made. For any Change Request which has merit, FVRL will initiate a written Change Order to the Contract. If FVRL and the Contractor reach an agreement on the terms and conditions of the Change Request, including any adjustment in Contract Amount or Contract Time, such agreement shall be incorporated into a Change Order and signed by both parties. This bilateral Change Order shall represent full and complete payment, time adjustments, and final settlement of all changes and claims for direct, indirect, and consequential costs, including cost of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the bilateral Change Order.
 7. If the change in the Work will result in a decrease in the Work to be performed on the Project, the Contract Amount will likewise be decreased by an amount equal to the estimated cost of the Work as contained in the Contractor's or Subcontractors' underlying Bid, Bid, or Schedule of Values. Further, if such decrease in the Work will result in a decrease in the time required to complete the Project, then the Contract Time will be reduced by the length of time fairly attributable to such decrease in the Work.
 8. If FVRL and the Contractor are unable to reach an agreement on the terms and conditions of the Change Request, including any adjustment in Contract Amount or Contract Time, the Contractor may request in writing, at any time, a final offer from FVRL. FVRL shall provide the Contractor with its written response within thirty (30) calendar days of the Contractor's request. FVRL may also provide the Contractor with a final offer at any time. If the Contractor rejects FVRL's final offer, or the parties are otherwise unable to reach agreement, the Contractor's only remedy shall be to file a claim as provided in the claims section.
- G. **Unilateral Change Order:** If FVRL and the Contractor are unable to reach an agreement concerning adjustment in the Contract Amount or Contract Time caused by a change in the Work, FVRL may unilaterally issue a Change Order in its sole discretion without invalidating the Contract and without notice to the Surety, implementing changes within the general scope of the Contract and directing the Contractor to perform the Work as changed. The Change Order may embody such terms as FVRL deems appropriate and the Contractor shall promptly and diligently perform the Work in the most

efficient, economical, and workmanlike manner, consistent with the best interest of FVRL, and shall not slow or stop the progress of the Work pending resolution of any such disputes. The Contractor shall be entitled to seek compensation in the Contract Amount or Contract Time to the extent directly caused by the change in Work. If the Contractor disagrees with the adjustment in Contract Price or Contract Time as indicated in the Unilateral Change Order, it may file a claim as outlined in this document. Unless FVRL agrees in writing to the contrary, the Contractor shall only be permitted to perform changes in the Work with its own forces if the Contractor was the entity that performed, or was contemplated to perform, the original Work of the trade in question.

H. Differing Site or Changed Conditions:

1. In the event the Contractor encounters: (1) pre-existing subsurface or latent physical conditions at the worksite which differ materially from those indicated in the Contract Documents; (2) unknown physical conditions of an unusual nature at the worksite which differ materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract Documents, or (3) physical conditions have changed since the site walk, and such conditions cause an increase in Contractor's cost or time of performance, the Contractor may be entitled to an equitable adjustment in the Contract Time, Contract Amount, or both.
2. The Contractor shall promptly notify the Project Manager orally of such encounter and, no later than seven (7) calendar days after having known of the occurrence and before the conditions are disturbed, the Contractor shall furnish FVRL written notice of the changed conditions or other conditions for which an equitable adjustment in Contract Amount or Contract Time is desired.
3. If such notice is not given prior to the condition being disturbed, or other action being taken by the Contractor which may result in a claim for an increase in the Contract Time or the Contract Amount, or such condition is disturbed before FVRL directs the Contractor to proceed with the Work despite the condition, FVRL's right to address the changed conditions will be deemed to be prejudiced and the Contractor will be deemed to have waived any claim for extra compensation or extension of the Contract Time on account of any additional or different Work (including labor, materials and equipment) required because of such condition. Oral notice alone by the Contractor to FVRL's Project Manager, regarding such condition shall not be adequate to avoid such waiver.
4. Upon receiving the Contractor's written notification, FVRL shall promptly investigate the worksite conditions and if the Project Manager determines that conditions exist which entitle the Contractor to an equitable adjustment in the Contract Amount to account for performance of the Work involved, and the additional Contract Time, if any, required to perform such Work, whether or not changed as a result of the conditions, then an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Project Manager will notify the Contractor of his/her determination whether or not an adjustment of the Contract is warranted.
5. If FVRL determines that different site conditions do not exist and no adjustment in costs or time is warranted, such determination shall be final. If the parties are unable to agree on an equitable adjustment, FVRL may nevertheless issue a Unilateral Change Order directing the Contractor to perform the changed Work pursuant to the paragraph below.

I. **Contractor's Obligation to Proceed:**

1. A request by FVRL's Project Manager, to the Contractor for a change proposal shall not constitute authorization for the Contractor to proceed with any such proposed change in the Work, nor shall such request justify any delay in the performance of existing Work. Pending agreement on the terms and conditions of any Change Order in writing, FVRL's Project Manager may direct the Contractor to proceed immediately with the Work in question, in which event the Contractor shall promptly and diligently proceed with any changed Work, in accordance with the Contract Documents, so as to avoid delay and minimize any increase in the time required for performance of the Work. The Contractor shall keep daily records of the costs incurred in connection with such Work and submit daily timesheets to FVRL accordingly. The Project Manager's action in approving timesheets submitted by the Contractor shall not be construed as acceptance of the Contractor's position regarding the need for the magnitude of an equitable adjustment for such Work. An inadvertent payment made by FVRL for Work not specifically authorized in writing by FVRL shall not constitute evidence or acknowledgement of FVRL's liability for such payment.
2. Subject to Sections above, no later than thirty (30) calendar days from the "Satisfactory Completion" of any additional Work, the Project Manager shall prepare and issue to the Contractor either an agreed upon Bilateral Change Order or Unilateral Change Order, including any adjustment in the Contract Amount, Contract Time, or both. As used herein, "Satisfactory Completion" means that the Project Manager shall have confirmed in writing that all tasks have been completed to the reasonable satisfaction of FVRL, including submittal by the Contractor of all required time and cost documentation. Satisfactory Completion does not mean Substantial Completion. In no event shall the Contractor proceed with any change in the Work until it has obtained a fully executed Change Order from the Project Manager to proceed.

3.23 Claims Procedure for Change Orders

The Contractor accepts all requirements of a Change Order by: 1) endorsing it, 2) writing a separate acceptance, or 3) not protesting in the way this Section provides. A Change Order that is not protested as provided in this Section shall be full payment and final settlement of all claims for Contract Time and for all costs of any kind, including but not limited to that for labor, materials, equipment, overhead, fee (profit), costs of delays, and damages (direct or indirect), or any other claim for damages of any kind or nature, if any, related to any Work either covered or affected by the change. By not protesting as this Section provides, the Contractor also waives any additional entitlement and accepts from the Project Manager any written or oral order, including directions, instructions, interpretations, and determinations.

If the Contractor disagrees with any of the terms of a Change Order, the Contractor shall give immediate oral notice of protest to the Project Manager, prior to performing the Work, and shall submit a written protest within ten (10) calendar days of the Contractor's receipt of the Change Order. The protest shall identify the point of disagreement, those portions of the Contract Documents believed to be applicable, and an estimate of quantities and costs involved in the change. When protest of a Change Order relates to compensation, the Contractor shall keep full and complete records of the cost of such changed Work and shall permit FVRL to have access to those records as requested to enable FVRL to evaluate the merits of the protest.

A protest shall not relieve the Contractor of its obligation to proceed without delay with the Work as directed in the Change Order. No adjustment to the Contract Amount or Contract Time will be made on account of Work performed preceding the Contractor giving oral notice of protest to the Project Manager to be followed by written protest as required herein.

Within fourteen (14) calendar days of the Project Managers receipt of written notice above, the Contractor shall provide the following details:

1. A detailed factual statement of the claim for a change in the Contract Amount and Contract Time, if any, providing all necessary dates, locations and items of Work affected by the claim;
2. The date on which facts arose which gave rise to the claim;
3. The name of each employee or agent or consultant of FVRL knowledgeable about the claim;
4. The specific provisions of the Contract Documents which supported the claim;
5. The identification of any documents and the substance of any oral communications that support the claim;
6. Copies of any identified documents, other than the Contract Documents, that support the claim;
7. If an adjustment in Contract Time is sought, the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its progress schedule to demonstrate the reason for the extension in Contract Time (time impact analysis);
8. If an adjustment in the Contract Amount is sought, the exact amount sought and a breakdown of that amount; and
9. A statement certifying, under penalty of perjury, that the claim as submitted is made in good faith, that the supporting cost and pricing data are true and accurate to the best of the Contractor's knowledge and belief, that the claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Amount or Contract Time for which the Contractor believes FVRL is liable. The individual signing such certification shall be a duly authorized representative of the Contractor who has the necessary and appropriate authority and responsibility to commit the Contractor to the truthfulness of the certification.
10. A statement that the claim covers all changes in cost and in time (direct, indirect, impact, consequential, and otherwise) to which the Contractor and all subcontractors and suppliers of any tier are entitled.

FVRL shall be entitled to recover its costs incurred for analysis/administration of processing and evaluating a claim to the extent a portion of the claim that is determined to be not recoverable from FVRL. The cost of reimbursement will be the percentage of the original claim that is determined to be not recoverable times the cost of analysis/administration.

3.24 Final Inspection

If the Contractor does not expeditiously proceed with correctional completion of the listed deficiencies identified in the Final Inspection, FVRL may, in its sole discretion, remove such items from the Scope of Work by Change Order. In such instance, FVRL may choose to: 1) have the Work performed by another Contractor with the cost of such Work to be deducted from the amount due the Contractor or claimed against the retained percentage, or 2) accept a credit for the uncompleted Work to be deleted by Change Order, with the amount of the credit to be negotiated between the parties. The costs incurred by FVRL to conduct re-inspections of uncompleted Punch List items may be offset from any monies due the Contractor. The rights provided FVRL under this Section shall not relieve the Contractor of its responsibilities as required under any other provisions of the Contract Documents.

3.25 Final Completion and Final Acceptance

Final Completion: Shall mean final approval of the Project only in that the Contract Work has been physically performed, cleaned up, and completed in accordance with the Contract terms and conditions; however, the Contractor may still have Punch List items to complete and Record Documents, warranties and other documents to submit to FVRL.

Final Acceptance: Shall mean that the Project is complete in accordance with the Contract Documents AND has been performed to the full satisfaction of FVRL. Acceptance shall not constitute acceptance of unauthorized or defective Work, material or equipment. FVRL shall not be barred by acceptance from requiring the Contractor to remove, replace, repair, or dispose of unauthorized or defective Work, material, or equipment or from recovering damages for same. A "*Certificate of Final Completion and Final Acceptance*" will be issued by FVRL provided that:

- The physical Work on the Project is complete and the Contractor has satisfactorily demobilized.
- All temporary locks, keys or other items loaned or signed-out to the Contractor, Subcontractors, suppliers and vendors are returned to FVRL.
- Project Record Documents, drawings, manuals, and warranties have been submitted to FVRL and approved by the Project Manager.
- Outstanding claims are settled, or are identified in writing by the Contractor as unsettled at the time of application for Final Payment.
- An invoice representing 95% payment of the Contract Amount, less any progress payments, has been requested.
- FVRL's Project Manager approves Final Acceptance.

The date of Final Acceptance further marks the start of the forty-five (45) day waiting period for any liens or claims against the Contractor's retainage before releasing the retained funds. Final Acceptance may not be given if any claims previously made in writing and identified by the Contractor, a Subcontractor, or material supplier remain unsettled at the time of the Contractor's application for Final Payment.

Neither Final Completion nor Final Acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect FVRL against any claim or loss resulting from the failure of the Contractor or its Subcontractors to pay all laborers, mechanics, Subcontractors, suppliers, or any industrial insurance and medical aid required under Title 51 RCW.

3.26 Project Closeout

In addition to any Contract close-out requirements stated elsewhere in the Contract Documents, the Contractor shall submit to FVRL, upon Final Acceptance of the Work, the following items:

- A. An L&I approved "Affidavit of Wages Paid" for Prime and all Subcontractors.
- B. An invoice representing 5% Final Payment for retainage.
- C. Certificate of payment of State excise taxes, if applicable.
- D. Release of any outstanding claims.

3.27 Forfeiture of Contract

Should the Contractor, at any time, refuse or neglect to supply a sufficiency of skilled workmen or of material of the proper quantity or quality, or fail in any respect to prosecute the Work with promptness and diligence, or fail in the performance of any of the agreements herein contained, FVRL may, at its option, after giving ten (10) calendar days written notice to the Contractor, provide such sufficiency of labor and materials and deduct the cost thereof from any monies due or thereafter to become due under

this Contract. In the event of such refusal, neglect, or failure, FVRL may, by written notice to the Contractor and its Surety or its representative, or if the Contractor abandons the Work undertaken under the Contract, FVRL may, at its option with such written notice to the Surety and without any written notice to the Contractor, transfer the employment of said Work from the Contractor to the Surety. Upon receipt of such notice, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the Work included under this Contract, and employ by Contract or otherwise, any person or persons to finish the Work and provide the material therefore, without termination of the continuing full force and effect of the Contract.

In case of such transfer of employment to the Surety, the Surety shall be paid in its own name on estimates covering the Work subsequently performed under the terms of the Contract and according to the terms hereof, without any right of the Contractor to make any claim for the same or any part thereof. In lieu of the foregoing, if FVRL so elects, it may terminate the employment of the Contractor for said Work and enter upon the premises and take possession of all materials, tools and equipment thereon for the purposes of completing the Work included under the Contract, and employ by Contract or otherwise, any person or persons to finish the Work and provide the materials therefore. In case of the discontinuance of employment by FVRL as aforesaid, the Contractor shall not be entitled to receive any further balance of the amount to be paid under this Contract until the Work shall have been fully finished. At this time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by FVRL in finishing the Work, and all damages sustained or which may be sustained by FVRL by reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by FVRL to the Contractor. If such expense and damages shall exceed the unpaid balance, the Contractor and its Surety and each thereof shall be jointly and severally liable therefore to FVRL and shall pay the difference to FVRL.

Notwithstanding the foregoing, FVRL, in the event of the Contractor's breach of the Contract, reserves the right to terminate the Contractor and exercise any and all remedies at law or in equity.

3.28 Claims

A "claim" is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. All claims shall be made in writing. The responsibility to substantiate claims shall rest with the party making the claim.

A. **Notice of Intent to Claim:** It is an express condition of the Contractor's right that to make a claim, or to receive any recovery or relief under or in connection with the Contract, the Contractor must submit a written "Notice of Intent to Claim" to FVRL within seven (7) calendar days of the Contractor having known of the event, or commencement of the event giving rise to the claim. If the event or occurrence is claimed to be an act of omission of FVRL, notice shall be given prior to the commencing of the portion of Work to which such alleged act or omission relates. The written "Notice of Intent to Claim" shall set forth: 1) the reasons for which Contractor believes additional compensation will or may be due; 2) the nature of the costs involved; 3) the Contractor's plan or action for mitigating such costs; and 4) if ascertainable, the amount of the potential claim. Failure to comply with the provisions hereof shall constitute a waiver by the Contractor of any right, equitable or otherwise, to bring any such claim against FVRL.

B. **Written Claim:** Within ten (10) calendar days of FVRL's receipt of the written Notice of Intent to Claim, the Contractor shall provide FVRL, at a minimum, the following details:

1. The date and a detailed description of the event giving rise to the Claim;
2. A detailed statement of the nature of all impacts to the Contractor and all others, if any, affected by the Claim event;
3. A detailed breakdown and calculation of the amount of the adjustment in Contract Amount, if any, sought by the Contractor for itself and for others, if any, together with substantiation and backup for all costs;
4. A detailed explanation of the amount of the adjustment to Contract Time, if any, sought by the Contractor, together with Critical Path Method (CPM) schedule analysis showing the claimed impact on the Project completion date asserted by the Contractor;
5. A detailed analysis and substantiation for other relief, if any, sought with respect to the terms of the Contract; and
6. A statement of all provisions of the Contract Documents upon which the Claim is based.

The Contractor's failure to submit any claim in writing within the relevant time and in the manner prescribed shall waive any relief that might otherwise be due with respect to such claim. Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Contract. FVRL will continue to make proper payments for Work items that are undisputed and in accordance with the Contract.

The Contractor and FVRL acknowledge and agree that this Section has been specifically negotiated and they hereby waive all claims against each other for the following damages that may arise out of or relate to this Contract and Project, incurred by the Contractor (and those for whom the Contractor is responsible) for principal or home office expenses including, without limitation, the compensation of personnel stationed there, for losses of bonding capacity, and for loss of profit other than anticipated profits arising directly from Work performed.

C. **Time and Schedule:** If the Contractor claims entitlement to an extension of time to complete the Project, it shall be the Contractor's responsibility to prove that the delay in completion of the Project was caused specifically by a delay in a portion of the Project that was on the critical path of the approved Progress Schedule. Each Claim must be submitted in writing no later than seven (7) calendar days after the delay occurs and shall be accompanied by a revised Progress Schedule reflecting the effects of the delay and Bids to minimize these effects. If no Progress Schedule has been submitted to FVRL reflecting conditions prior to delay for which relief is sought, then a Progress Schedule so reflecting these conditions shall be prepared and submitted with the Claim.

D. **Additional Records and Audit:** The Contractor shall be responsible to furnish, when requested by FVRL, such further information and details as may be required to determine the facts or contentions involved in said Claim. The Contractor agrees to give FVRL access to account books, records or other materials relating to the Work and shall cause its Subcontractors to do the same so that FVRL can investigate such Claim. The right of audit shall continue throughout the claims and/or dispute processes described herein. Depending upon the grounds for relief and the nature of the relief sought, additional submittals and conditions upon submitting claims may be required, as set forth elsewhere in the Contract.

E. **Review Timeframe:** FVRL shall be entitled to reasonable time, in no case more than thirty (30) calendar days, after it receives the written Claim accompanied by proper supporting documents and

evidence, in which to investigate, review and evaluate such Claim. When FVRL has completed its investigation, review, and evaluation, it will advise the Contractor of the relief, if any, to which it has found the Contractor to be entitled. Should the Contractor not be satisfied with FVRL's findings, the disputes resolution process outlined in the Contract may be used within fourteen (14) calendar days after being so advised thereof. The Contractor shall submit written notice of a dispute within this fourteen (14) day period. In no event shall claims be made after Final Payment is made under the Contract completion provisions. A claim will cease to be a claim if, at any time, a Change Order or Contract Amendment resolving the issue is signed by both parties.

3.29 Audit of Records

Original accounting records and all other relevant records pertaining to the Work performed under this Contract by the Contractor shall be open to inspection and audit by representatives of FVRL during the Contract Time and for a period of not less than three (3) years after the date of Final Acceptance or Contract termination, and the Contractor shall retain such records for that period. Where payment for equipment, materials, labor or other incidentals thereto is based on the cost to parties other than the Contractor, the Contractor expressly guarantees that the records of such other parties shall be open to inspection and audit by representatives of FVRL on the same terms and conditions as the records of the Contractor.

FVRL shall have the right to seek reimbursement of any amount it determines was overpaid to the Contractor. If an audit is to be commenced more than ninety (90) days after Final Acceptance, the Contractor will be given reasonable notice of the time when such audit is to begin. The Contractor agrees that no claim shall be made against FVRL for the Work described herein unless the Contractor makes available to FVRL all records to be maintained in accordance with this subparagraph.

END OF SECTION 3

SECTION 4: FORM OF CONTRACT (AGREEMENT)

**PUBLIC WORKS CONSTRUCTION AGREEMENT
FOR THE
VANCOUVER COMMUNITY LIBRARY DECK REPLACEMENT
AND STRUCTUAL UPGRADE PROJECT**

PARTIES:

Owner

**Fort Vancouver Regional Library
2018 Grand Blvd
Vancouver, WA 98661**

Contractor

INSERT

ADDRESS

THIS AGREEMENT is made and entered into this _____ day of _____ (month), 2026 by and between the Fort Vancouver Regional Library, hereinafter called "FVRL" or "OWNER", _____, hereinafter called the "CONTRACTOR".

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

1. **Scope of Work:** [INSERT SCOPE]
2. **Contract Documents:** This Agreement; the Bid Documents for IFB # 2026-001 in its entirety, including the Plans, Appendices and any Attachments; Contractor's submitted Bid and any supplemental items, as accepted by FVRL; All Addenda issued prior to and all modifications issued after execution of this Contract; shall constitute the Contract Documents and are complementary. These form the Contract and all are as fully a part of the Contract as if attached to this Contract or repeated herein.
3. **Performance:** The Contractor shall diligently perform all Work and furnish all tools, materials, and equipment in accordance with and as described in the attached Bid Documents and Contract Drawings; and as directed shall perform any changes in the Work in accordance with the Contract Documents; and shall provide and bear the expense of all equipment, Work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in these Contract Documents, except any items mentioned therein to be furnished by FVRL.

4. **Time of Performance:** The Contractor shall commence the Work under this Contract effective upon receipt of a written Notice to Proceed and shall continue in good faith and effort to Final Completion by [INSERT COMPLETION DATE].
5. **Payment Shall Not Exceed \$ _____** as set forth on the Contractor's Bid Form, attached herein by reference, unless a written Change Order is permitted hereunder and elsewhere in the Contract Documents. FVRL shall pay the Contractor in current U.S. funds subject to the terms, conditions, additions and deductions as provided in the Contract Documents.
6. The parties accept that this Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. Further, any modification of the Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of Contract and cause for termination. The parties also agree that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of all other provisions of this Agreement. It is further provided that no liability shall attach to by reason of entering into this Contract, except as provided herein.

ARTICLE 1 ADDITIONS OR DELETIONS

FVRL reserves the right to add or delete items, agencies, or locations, as determined to be in its best interest, provided such items, agencies or locations are related to those on Contract and will not represent a significant increase or decrease in size or scope of the Contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original Bid, and will be evidenced by issuance of a written Contract Amendment issued by FVRL in accordance with ARTICLE 6.00 below.

ARTICLE 2 ASSIGNMENT

The Contractor shall not assign its obligations, transfer any interest, or sublet the service provided under this Contract, or any part thereof, without prior written consent of FVRL nor shall it assign, by Power of Attorney or otherwise, any of the monies payable under this Contract unless by and with the like consent of FVRL. In the event consent is given by FVRL to permit subletting, no such consent shall be construed as making FVRL a party to such Subcontractor or assignee, or of subjecting FVRL to liability of any kind whatsoever, to any Subcontractor. No Subcontractor shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract and all transactions with FVRL shall be made through the Contractor.

ARTICLE 3 COMPLIANCE WITH LAWS AND REGULATIONS

- 3.01 **General Requirement:** The Contractor will at all times, at its sole cost and expense, comply with all applicable Federal, State and local laws, ordinances, regulations, orders, and codes in regard to all matters of its business operation and to performance of the Work and services under this Contract.

- 3.02 Registration:** The laws of the State of Washington require that the Contractor must be registered in the State of Washington. Out-of-state corporations must secure authority from the Secretary of State to transact business in the State of Washington. Accordingly, before FVRL can enter into a Contract with an out-of-state or foreign corporation, such entity must comply with Washington's corporation laws. Information and application forms relative thereto may be obtained from the Corporations Division, Office of the Secretary of State, PO Box 40234, Olympia, Washington 98504. www.sos.wa.gov.
- 3.03 Licenses, Permits and Similar Authorizations:** The Contractor, at no expense to FVRL, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, fees, bonds, inspection fees, and similar legal authorizations for performance and completion of the Contract Work. It is Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with all related requirements. If for any reason the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify FVRL immediately of such condition in writing.
- 3.04 Taxes:** If applicable, the Contractor will be responsible for adding sales tax to amounts due under the Contract and making payment of sales tax to the State of Washington, as determined by the Washington State Department of Revenue. All other taxes required by statute or regulation are the sole responsibility of the Contractor. No adjustments will be made in the Contract Amount because of any misunderstanding by, or lack of knowledge of, the Contractor as to liability for, or the amount of, any taxes for which the Contractor is solely liable or responsible for by law, or under this Contract, or because of any increase in tax rates imposed by any federal, State or local government. No charge by Contractor shall be made for Federal Excise Tax and FVRL agrees to furnish the Contractor with an exemption certificate where appropriate.
- 3.05 Wage and Hours Laws:** The Contractor shall comply with all applicable provisions of the Fair Labor Standards Act (FLSA) and all other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall, at all times, save FVRL free, clear and harmless from all actions, claims and expenses arising out of said Act and rules and regulations that are or may be promulgated in connection herewith.

ARTICLE 4 CONFLICTS OF INTEREST, GIFTS AND CONTEMPORANEOUS EMPLOYMENT

- 4.01** FVRL employees, agents, officers and board members may not solicit or accept gratuities, gifts, favors, other special considerations or anything of economic value from any present or potential Contractor, Subcontractor, supplier, vendor, customer, client, or any individual or organization doing or seeking business with FVRL. Use of one's position in a manner that constitutes a real or apparent personal or organizational conflict of interest or personal gain is strictly prohibited (FTA Cir 9030.1D).

4.02 Current and Former Employees: No current or former employee of FVRL and their immediate family members, or agents, officers, and board members of FVRL, may Contract with, influence, advocate, advise, or consult with a third-party about a FVRL transaction, or assist with preparation of Bids submitted to FVRL while employed by FVRL or after leaving FVRL's employment, if he/she was substantially involved in determining the Work to be done or process to be followed while a FVRL employee. It is unethical for any FVRL employee who is participating directly or indirectly in the procurement process to become or to be, such a FVRL employee, the employee of any person contracting with FVRL.

4.03 Organizational Conflicts of Interest: An organizational conflict of interest is a situation in which, because of other activities, relationships, or Contracts, a Contractor or Subcontractor is unable, or potentially unable, to render impartial assistance or advice to FVRL; a Contractor's objectivity in performing the Contract Work is or might be otherwise impaired; or a Contractor has an unfair competitive advantage. FVRL will evaluate future procurements related to this Contract to determine if there is an organizational conflict of interest. If an organizational conflict of interest exists, FVRL may prohibit the Contractor and any of its Subcontractors from participating in such related procurements/projects.

ARTICLE 5 CONFLICT AND SEVERABILITY

5.01 In the event of conflict between the Bid Documents and the terms and conditions of the Contract, FVRL, in its sole authority, shall determine which requirement shall apply and be considered the legally binding requirement. In the event of conflict between the Contract Document in its entirety and applicable laws, codes, ordinances, or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract.

5.02 In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, FVRL and the Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby. Any provision of the Contract Documents found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Contract.

ARTICLE 6 CONTRACT MODIFICATIONS

6.01 No alterations or variances of any of the terms, conditions, delivery, price, quantities, or Specifications of this Contract shall be effective without written consent of FVRL. Oral changes, amendments or agreements are not permitted. When it is necessary to modify the Contract Documents, either FVRL or the Contractor may initiate a Change Request. If any change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the Work under this Contract, whether changed or not changed by any such order, an Equitable Adjustment shall be made in the Contract Price or Contract Time, or both, without invalidating any other portion of the Contract. Prior to becoming a Contract modification, all changes to the Contract must be prepared in writing and fully executed by both parties. Only FVRL's Executive Director shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract on behalf of FVRL.

- 6.02** The Contractor must assert its right to an adjustment under this clause by delivering a written Change Request to FVRL which states the general nature and monetary extent of the claim. FVRL may require additional supporting documents in order to perform a cost analysis to determine the validity and reasonableness of the claim. If FVRL requests a change, the Contractor shall submit to FVRL, within seven (7) days after Contractor's receipt of any change request, a detailed price schedule proposal for the Work or service to be performed and note any modifications of other Contract provisions that may be required as a result of the change. No claim by the Contractor for an Equitable Adjustment hereunder will be allowed for any costs incurred more than seven (7) days before the Contractor gives written notice.
- 6.03** Any change exceeding twenty-five percent (25%) of the Contract Amount is considered a "Cardinal Change" and will not be permitted. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract titled "Disputes" (ARTICLE 10.00); however, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

ARTICLE 7 DELIVERY

All Work or services must be made at the applicable project site location in accordance with the Contract Documents and time frames outlined therein or otherwise agreed upon. The acceptance by FVRL of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor preclude FVRL from pursuing any other remedy provided herein, including termination, nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the Contractor.

ARTICLE 8 DETERMINATION OF RESPONSIBILITY

Should the Contractor be determined to be in violation of Federal, State, or local laws or regulations, FVRL reserves the right to modify its initial determination of responsibility at the time of Award and take other action as determined appropriate, including but not limited to termination of the Contract.

ARTICLE 9 DEVIATION FROM CONTRACT

The Contractor shall not make any alterations or variation in or addition to or deviation or omission from the terms of this Contract without the prior written consent of FVRL.

ARTICLE 10 DISPUTES

- 10.01 Decision of the Executive Director:** Except for Bid protest, any dispute concerning a question of fact or arising in the performance under this Contract which is not resolved by agreement of the parties shall be decided in writing by FVRL's Executive Director. Claims include, without limitation, controversies arising under the Contract and those based upon breach of Contract, mistake, misrepresentation, or other cause for Contract modification or revision. The decision of the Executive Director shall be promptly issued in writing and shall be immediately mailed or otherwise furnished to the Contractor. The decision shall state the reason(s) for the decision reached and shall inform the Contractor of its appeal rights stated below. The Executive Director's decision shall be final and conclusive unless, within seven (7) calendar days from the date of receipt of the decision, the Contractor mails or otherwise delivers a written appeal to the FVRL of Board of Trustees or

commences an action in a court of competent jurisdiction. If the Executive Director does not issue a written decision regarding any Contract controversy within seven (7) calendar days after the Contractor's written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if any adverse decision had been received. The Contractor's failure to timely submit a dispute against the Executive Director's decision shall waive any relief that might otherwise be due with respect to such dispute.

10.02 Performance During Dispute: Pending final resolution of a dispute, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Executive Director's decision.

10.03 Appeals: The Contractor may appeal the Executive Director's decision to the FVRL Board of Trustees by submitting a written Notice of Appeal to the Board Chairperson within seven (7) calendar days of receipt of the Executive Director's decision which shall be deemed received within three (3) business days, exclusive of Sundays and holidays, of the date of posting of the decision, or sooner in the event of actual receipt of personal service or fax confirmation. The appeal shall be based solely upon the record before the Executive Director. A three-member committee of the FVRL Board, as appointed by the Board, shall decide the appeal. The Contractor must submit their written argument to the Committee. The Committee may affirm or reverse the decision of the Executive Director or reverse the decision in part. The decision of the Committee shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as to constitute bad faith, or not supported by substantial evidence. No action challenging such decision shall be brought more than one year from the date of the Contractor's receipt of such decision.

10.04 Rights and Remedies: The duties and obligations imposed by the Contract Documents and the rights and remedies herein shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by FVRL or the Contractor shall constitute a waiver of any right or duty afforded by any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. All claims, counterclaims, disputes and other matters in question between FVRL and the Contractor arising out of or relating to this Contract or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within Clark County, State of Washington. Either party may request in writing that a dispute be submitted to mediation. Absent an agreement to a mediator, the mediation shall be conducted by Judicial Dispute Resolution (JDR) located in Clark County, Washington. The parties shall be equally responsible for the cost of any mediation. Mediation is optional and neither party is compelled to participate.

This "dispute" clause does not preclude consideration of law questions in connection with decisions provided for in the paragraphs above; provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

ARTICLE 11 EMERGENCY, DISASTERS AND FORCE MAJEURE

11.01 Force Majeure Definition: The term “Force Majeure” means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force Majeure shall include acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party’s performance of this Contract is prevented by reason of Force Majeure.

The following shall be in effect during major emergencies or disasters: The Contractor acknowledges that government agencies are procuring goods/services for benefit of the public and therefore agrees, in support of public good purposes, to consider these government customers as first priority and shall make a best effort to provide the requested goods/services in as timely a manner as practicable.

The Contractor and FVRL agree that a major emergency or disaster includes, but is not limited to: storms, high winds, earthquakes, floods, hazardous material releases, transportation mishaps, loss of utilities, fires, terrorist activities or combinations of the above.

In the event the Contractor is unable to meet the delivery requirements, or is prevented from making delivery to the requested location, due to circumstances beyond its reasonable control, the Contractor agrees to make such delivery as soon as practicable or shall immediately assist FVRL in whatever reasonable manner to gain access to such goods or services or offer limited substitutions for consideration.

11.02 Notification: If either party is delayed by Force Majeure, said party shall provide written notification to the other within forty-eight (48) hours. The notification shall provide evidence of the Force Majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

11.03 Rights Reserved: FVRL reserves the right to cancel the Contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure and the Contractor shall have no recourse against FVRL.

ARTICLE 12 ENFORCEMENT COSTS

In the event of litigation between the Parties hereto, declaratory or otherwise, for the enforcement of this Contract, or because of this Contract in any way, the prevailing party shall be entitled to recover from the other party, its reasonable attorney’s fees and other costs incurred in such action or proceeding. In the event that the Parties engage in arbitration, mediation or any other alternative dispute resolution (ADR) forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the ADR method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys’ fees incurred as a result of the ADR method.

ARTICLE 13 ERRORS AND OMISSIONS

If, at any time during the performance of this Contract, the Contractor becomes aware of any errors, omissions, discrepancies and actual or potential problems between the Contract Documents and any Federal, State or local law, rule, or regulation, the Contractor shall give immediate written notice thereof to FVRL's Executive Director. Until such written notification has been given and one business day has elapsed, any services performed by the Contractor after such discovery will be done at the Contractor's risk.

ARTICLE 14 INDEMNIFICATION, HOLD HARMLESS AND STATUS

To the maximum extent permitted by law, the Contractor shall defend, protect, indemnify and hold harmless FVRL, its officers, employees and agents from and against any and all claims, demands, suits, penalties and liability of any kind, including injuries to persons or damages to property, which arise out of or are due to any acts, errors, or omissions of the Contractor, or the Contractor's employees, agents, and representatives in performing Work and services under this Contract provided; however, that if such liability is caused by or results from the concurrent negligence of FVRL, its officers, employees and agents, and the Contractor, or its employees and agents, this provision shall be valid and enforceable only to the extent of the Contractor's negligence; and provided further, that nothing herein shall require the Contractor to hold harmless or defend FVRL, its officers, employees and agents from any claims arising from the sole negligence of FVRL, its officers, employees and agents. The sole obligation to defend includes the payment of all reasonable attorney's fees and costs of FVRL's defense of any claim, suit or action within the scope of this Section whether or not suit was instituted. The Contractor specifically waives any immunity under the Industrial Insurance Act and assumes all liability for actions brought by him/her or his/her employees against FVRL for injuries in the performance of this Contract. The Contractor represents that this waiver has been negotiated with FVRL. FVRL will give the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the Contractor, through its counsel, to defend same and will give all needed information, assistance and authority to enable the Contractor to do so. This Article does not modify any other articles regarding any other conditions as are elsewhere agreed to herein between the parties.

ARTICLE 15 INSPECTION AND REJECTION

15.01 FVRL's inspection of all materials, equipment or services upon delivery is for the sole purpose of identification and shall not be construed as Final Acceptance or as acceptance of the materials, equipment or services if such does not conform to contractual requirements. If there are any apparent defects in the materials, equipment or services at the time of delivery, FVRL will promptly notify the Contractor thereof. If there are defects detected post-delivery, FVRL will notify the Contractor with a description of such non-compliance. Within seven (7) days of receiving such written notification, the Contractor shall provide FVRL with a detailed written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. Without limiting any other rights, FVRL may require the Contractor to: 1) repair or replace any or all of the damaged goods at Contractor's expense; 2) refund FVRL the full price paid for any or all of the damaged goods and accept the return of such damaged goods. If FVRL rejects the Contractor's written plan, the Contractor may be determined to be in material default of the Contract.

15.02 This procedure to remedy defects is not intended to limit or preclude any other remedies available to FVRL by law, including those available under the Uniform Commercial Code, Title 62A RCW. Acceptance by FVRL of unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the Contract,

nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by the Contractor.

ARTICLE 16 INSURANCE REQUIREMENTS

16.01 16.01 The Contractor, at its sole expense and for the duration of the Contract, will purchase and maintain all insurance described herein to protect FVRL against any and all claims for damages to persons or property arising under Contract performance, whether by reason of acts or omissions of the Contractor or anyone directly or indirectly employed by the Contractor, and shall hold FVRL harmless for any claims presented to it as a result of the Contractor's negligence. Policies shall be endorsed and will not be canceled, materially changed or altered without thirty (30) days prior written notice submitted to FVRL. Any exclusion must be pre-approved by FVRL.

16.02 Additional Insured Endorsement: Language such as the following will be used in the description area of the ACORD Certificate when referring to the "Contracting FVRL": "FVRL, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE NAMED ADDITIONAL INSURED AS RESPECTS TO CONTRACT PW#2026-001 Vancouver Community Library". Additional Insured Endorsement: General Liability Insurance and Builder's Risk Insurance must state that FVRL will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Taking into account the Scope of Work and Services to be performed by a Subcontractor, the Contractor shall prudently determine whether, and in what amounts, each Subcontractor shall obtain and maintain public liability, professional liability, and any other insurance coverage. Any insurance required of Subcontractors shall, where appropriate and/or applicable, name FVRL as an additional insured. The Contractor and its insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against FVRL. The Contractor and its insurers also waive their right of subrogation against FVRL for loss of its owned or leased property or property under its care, custody and control. No provision in this Section shall be construed to limit the liability of the Contractor for services not done in accordance with the Contract, or express or implied warranties. The Contractor's liability for the services shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits. The Contractor may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by FVRL. The Contractor warrants that this Contract has been thoroughly reviewed by the Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Contract.

16.03 **Subcontractors:** The Contractor shall include all Subcontractors, regardless of tier, as insured under all insurance policies required herein, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor providing their own coverage will also name FVRL as an Additional Insured on their General Liability insurance policies and such a copy will be provided to FVRL. Failure of Subcontractor(s) to comply with insurance requirements does not limit the Contractor's liability or responsibility.

16.04 **Excess Liability:** Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liability in excess of such limits. Nothing contained within the 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(ies). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.

16.05 Cancellation: In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, the Contractor shall provide written notice of such to FVRL within one (1) business day of the Contractor's receipt of such notice.

16.06 Attorney Fees: If a lawsuit in respect to this insurance provision ensues and the amount of the liability claimed exceeds the amount of insurance coverage, the Contractor shall authorize representatives of FVRL to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim. The Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by FVRL, its officers, agents, and employees, the Contractor shall pay the same.

16.07 Failure of Coverage: The Contractor's failure to fully comply with these insurance requirements during the term of the Contract shall be considered a material breach of Contract upon which FVRL may, after giving five (5) business days written notice to the Contractor to correct the breach, immediately terminate the Contract; or at its discretion, alternatively procure and maintain in the name of the Contractor and at the Contractor's sole expense, such types of insurance to the extent deemed proper up to the amount of the required coverage(s). FVRL may offset the cost of such insurance against payment due to the Contractor under the Contract. If FVRL is damaged by the failure of the Contractor to maintain any of these insurance requirements, or to so notify FVRL, then the Contractor shall bear all costs attributable thereto. Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder. Furthermore, the Contractor's failure to provide such insurance in a time frame acceptable to FVRL shall enable FVRL to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination For Convenience/Default".

16.08 Rights of Subrogation: FVRL reserves and retains its rights of subrogation and shall further have the right, at its election and expense, to pursue collection and recovery from any and all responsible third parties. The Contractor shall cooperate with FVRL in such recovery and collection, and shall make its records and personnel available. As to an accident or incident to which this paragraph is applicable, any and all sums so recovered by FVRL as provided hereunder, after deduction only of court costs, shall be reimbursed to the Contractor. The pendency of any collection efforts against third parties, including litigation, shall in no way delay or diminish the obligation of the Contractor to promptly remit the sums due to FVRL under the provisions of this subpart.

ARTICLE 17 JOINT VENTURE CONTRACTOR

In the event the Contractor is a joint venture of two or more Contractors or is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder. All grants, covenants, provisos, claims, rights, powers, privileges, and liabilities of the Contract shall be construed and held to be severally and jointly. Any notice, order direction, request or other communications required to be or that may be given by FVRL to the Contractor under this Contract shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons.

ARTICLE 18 JURISDICTION LAWS AND VENUE

This Contract shall be governed in all respects by the laws of the State of Washington and authorities having jurisdiction over the Contract Work will be deemed to be included in the Contract the same as though herein written out in full. The jurisdiction for any action hereunder shall be exclusively brought in the Superior Court for Clark County in the State of Washington.

ARTICLE 19 LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, or services performed or delivered by the Contractor shall be free of all liens, claims, or encumbrances of any kind.

ARTICLE 20 NON-DISCRIMINATION

20.01 FVRL is an Equal Opportunity Employer. With respect to performance under this Contract, the Contractor shall take such action as may be required to ensure full compliance with Chapter 49.60 RCW, Discrimination and Title VI of the Civil Rights Act of 1964. The Contractor shall not discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age, Vietnam-era veteran status, disabled veteran status, income level, or disability; or the presence of any sensory, mental or physical handicap except for a bona fide occupational qualification with regard to, but not limited to the following: Employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services.

20.02 In all solicitations made by the Contractor for Work to be performed under subcontract, including procurements of goods or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of its obligations under this Contract and the regulations relative to non-discrimination. Said assignment or subcontract shall include appropriate safeguards against discrimination, unless exempt by the regulations or directives issued pursuant thereto. In the event of breach of any of the above non-discrimination covenants, FVRL shall have the right to terminate the Contract and hold the same as if said Contract had never been made or issued. Furthermore, FVRL may bar the Contractor from performing any services for FVRL now, or in the future, unless a showing is made satisfactorily to FVRL that discriminatory practices have terminated and that recurrence of such action is unlikely.

ARTICLE 21 OWNERSHIP OF DOCUMENTS

All documents, data, drawings, Specifications, software applications and other products or materials produced by the Contractor in connection with this Contract shall be the property of FVRL. All such documents, products and materials shall be forwarded to FVRL at its request and may be used by FVRL as it sees fit. The Contractor shall preserve the confidentiality of all FVRL documents and data accessed for use in the Contractor's Work product.

ARTICLE 22 PAYMENT

22.01 All payments under this Contract are considered reimbursement for goods delivered and services rendered. Pre-payments are not permitted. If applicable, the Contractor and its Subcontractors shall have a business license with the City having jurisdiction over the Contract Work prior to any Work beginning under the Contract. Failure to provide proof of a business license may delay payment of invoices.

- 22.02** Payment: Except for retainage, payment will be made by FVRL to the Contractor within thirty (30) days after acceptance and approval of invoices by the FVRL Project Manager, providing a Labor and Industries approved "Statement of Intent to Pay Prevailing Wages" is received by FVRL for the Contractor and every Subcontractor who performed under the Contract and Certified Payrolls have been received within the specified time. Acceptance of such payment by the Contractor shall constitute full compensation for all supervision, labor, supplies, materials, Work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor for the time period specified on the invoice.
- 22.03** **Prompt Payment of Subcontractors:** The Contractor, as the Prime Contractor, is required to make payment to Subcontractors within thirty (30) days from the receipt of each payment it receives from FVRL for satisfactorily completed Subcontractor Work, whether such payment is a progress or final payment. The Contractor further agrees to return any retainage payments to each Subcontractor within thirty (30) days after the Subcontractor's Work is satisfactorily completed. If payment disputes arise between the Contractor and Subcontractors, such disputes shall be resolved promptly through mediation or arbitration in order to prevent injury to Small Business Subcontractors. The Contractor shall specify in its subcontract agreements the dispute resolution method to be used. In addition, the Contractor will not be paid for Subcontractors' Work unless it can show that a prompt payment method for Subcontractors is in place. The Contractor shall be required to provide copies of the Subcontracts to FVRL showing inclusion of these provisions, especially the Federal clauses. FVRL may withhold the applicable sum due a Subcontractor for non-compliance with this Section.
- 22.04** **Approval of Invoices:** Prior to approval of payment, the FVRL Project Manager shall make verification of Work performed. Payment shall be based upon the Contractor's prices submitted on the Bid Form, except as may be modified by written Change Order, or on a separate written quotation for a specific aspect of individual jobs or items.
- 22.05** **Pay Requests:** A request for payment is to be submitted with detailed documentation of the Work completed, labor performed, and materials furnished in accordance with the Contract and shall represent the value of the Work completed less any lawful deductions such as retainage, tax or as otherwise authorized. Each pay request must contain the following minimum information: 1) Contract Number; 2) Date of invoice; 3) Invoice number; 4) Quantity, unit measure, unit price and item description, as appropriate; 5) Total price for invoice; and 6) sales tax as a separate line item, if applicable. The Contractor must ensure that all paperwork associated with a particular invoice references the same identifying number. For example, Work Orders, receiving documents, delivery tickets, etc. and the final invoice must all bear a corresponding number that links the paperwork together. Failure to comply with this requirement may delay payment.
- 22.06** **Invoices shall be submitted to:** FVRL, Accounting, 2018 Grand Blvd, Vancouver, WA 98661 or accounting@fvrl.org for all transactions made during a calendar month by the 5th day of the following month.
- 22.07** **Final Payment:** A final application for payment shall be prepared upon completion of the Work, satisfaction of any test requirements, and fulfillment of the Contract. Retainage will be administered in accordance with RCW 60.28 as outlined elsewhere in the Contract provisions.

22.08 Payment does not imply acceptance of Work: The granting of any progress payment or payments by FVRL, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the Work or a waiver of FVRL's right to reject defective or non-conforming Work, materials, or equipment, even though the same is covered by the payment, nor is it a waiver of any other rights of FVRL and shall in no way lessen the liability of the Contractor to remedy defective Work, materials, equipment or service which does not conform to the Contract Documents, though the character of such Work may not have been apparent or detected at the time such payment was made. Materials, components, or service not conforming to the instructions or the Contract requirements will be rejected and shall be replaced or remedied by the Contractor without delay. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.

ARTICLE 23 PERFORMANCE STANDARDS

23.01 The word service(s), as used in this clause, includes services performed, craftsmanship, and materials or products furnished or used in performing services. The Contractor shall comply with recognized quality industry service standards as applicable. All references to standards, whether for delivery of goods, processes, assemblies, craftsmanship, performance, or similar purposes shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of this Contract and to have the same effect as if fully reproduced herein.

23.02 If at any time during the performance of this Contract the Contractor becomes aware of actual or potential problems, fault or defect in the project or any non-conformance with any Contract Document, Federal, State, or local law, rule, or regulation, the Contractor shall give immediate written notice thereof to FVRL's Executive Director.

23.03 In the case of an emergency where FVRL believes delay could cause serious injury, loss or damage, FVRL may waive the written notice and either direct the Contractor correct the defect or correct the defect of its own accord. In either case, the Contractor is responsible for all costs of remedying the defect and FVRL will charge-back the cost for such repairs to the Contractor, including freight, regardless of who actually corrects the defect.

23.04 Non-Performance of Services: If any unsatisfactory condition or deficiency is detected, or if any of the services performed do not conform to the Contract requirements, FVRL shall give written notice to the Contractor and request that the Work be performed again in conformity with the Contract. The Contractor shall, within twenty-four (24) hours of receiving such notice, immediately facilitate the Work to repair the condition, correct the defect, error, or non-conformity to the satisfaction of the FVRL Project Manager, or designee, and at no additional cost to FVRL.

23.05 If the Contractor fails to initiate any corrective action procedure after receiving the first notification of unsatisfactory performance, FVRL reserves the right to dispatch a third-party Contractor, to perform or otherwise resolve any unacceptable Work or scope of service. The Contractor is responsible for all incurred costs, including freight, to resolve the documented issues performed by a third-party Contractor or FVRL personnel. FVRL will deduct such costs from any balance due, or which may become due, to the Contractor or charge-back the cost to the Contractor regardless of who actually corrects the defect.

- 23.06** After the first occurrence of any non-performance, FVRL may send a “Notice of Non-Performance” to the Contractor detailing the exact nature of non-performance, remaining Work to be performed, and the date of non-performance. The Contractor shall acknowledge and respond to the Notice within three (3) business days of receipt and shall promptly proceed to remedy the situation described therein to FVRL’s satisfaction. Receipt of notice is evidenced upon signature of certified mail return receipt or three business (3) days after mailing.
- 23.07** Continued non-performance may result in Contract termination. A further finding of non-responsibility may be determined and any future bids by the Contractor for FVRL Contracts may be rejected without consideration. FVRL may also recommend the Contractor be removed from any Small Works Roster. Acceptance by FVRL of unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the Contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by the Contractor.

ARTICLE 24 PROPERTY LIABILITY

Unless otherwise provided for, the Contractor assumes the risk of, and shall be responsible for, any loss or damage to FVRL furnished property in its possession, or in the possession of any agents or employees of the Contractor, resulting from the Contractor’s negligent or willful misconduct, except for reasonable wear and tear in the normal performance of this Contract. The Contractor shall bear no liability for any negligent acts or abuse of property by FVRL.

ARTICLE 25 RELATIONSHIP OF THE PARTIES – INDEPENDENT CONTRACTOR

- 25.01** The Contractor is and shall be considered at all times during the term of this Contract, an independent Contractor whereby the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee of FVRL under Chapter 41.06 Revised Code of Washington (RCW) or Title 51 RCW.
- 25.02** The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, Subcontractors or representatives during the performance of this Contract. The implementation of all services and the authority to control and direct the performance of the details of the Work lies solely with the discretion of the Contractor; however, the results of the Work contemplated herein must meet FVRL’s approval and shall be subject to FVRL’s general rights of inspection and review to secure the satisfactory completion thereof.
- 25.03** Any and all claims that may or might arise under the Workers’ Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third-party as a consequence of any act or omission on the part of the Contractor’s employees or other persons while so engaged on any of the Work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.
- 25.04** The Contractor shall indemnify and hold harmless FVRL from and against any and all costs (including attorney fees incurred in defense) or liabilities (including payroll taxes, penalties or interest) arising out of any breach of the above representations and warranties or any assertions that the Contractor is not an independent Contractor.

25.05 Upon Contract execution (“Effective Date”), the Contractor agrees that it has a business account established with the Washington State Department of Revenue, and other State agencies as required by the particular case, for the payment of all State taxes normally paid by employers and businesses, and has registered for and received a Unified Business Identifier (UBI) number from the State of Washington.

ARTICLE 26 REPRESENTATIVES

26.01 FVRL Representatives. The Project Manager is FVRL’s designated representative for Contract compliance. FVRL’s Project Manager is the designated primary representative for performance compliance. The Engineer is the designated A&E Consultant (“Engineer”).

26.02 Contractor Representative. The Contractor shall appoint a representative as the Contract liaison agent through whom FVRL will communicate with the Contractor. The Contractor shall respond to all written communications from FVRL representatives within seven (7) calendar days from receipt.

26.03 Either party shall have the right to change any representative or address it may have given to the other party by giving such other party due notice in writing of such change.

ARTICLE 27 RISK OF LOSS AND TITLE

Regardless of the Work Site, the Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur before delivery and acceptance. Such loss, injury, or destruction shall not release the Contractor from any obligation hereunder.

ARTICLE 28 SERVICE OF NOTICES

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations desired or required to be given under this Contract by either party to the other shall be promptly made in writing and shall be sufficiently given if served upon the party to receive the same or if sent by certified mail, return receipt requested, postage prepaid, and addressed to the office of such representative as stated in this Contract, or to such other address as either party may hereafter designate in writing. Notice sent by mail shall be deemed to have been given three (3) calendar days after proper mailing. The Contractor agrees to provide copies of any notices given FVRL to such other persons or entities as FVRL may require from time to time.

ARTICLE 29 STATE AND LOCAL LAW DISCLAIMER

In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, FVRL and the Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby.

ARTICLE 30 SUGGESTIONS TO CONTRACTOR

Any plan or method of Work suggested to the Contractor by FVRL, but not specified or required in writing under the Contract, if adopted or followed by the Contractor in whole or part, shall be used at the risk and responsibility of the Contractor and FVRL shall assume no responsibility therefore.

ARTICLE 31 SUPERVISION AND COORDINATION

The Contractor shall: 1) Competently and efficiently, supervise and direct the implementation and completion of all Contract requirements specified herein; 2) Designate a representative for the Work under this Contract to which all communications given by FVRL to the representative or shall be binding on the Contractor.

ARTICLE 32 SUSPENSION OF CONTRACT

FVRL may at any time and without cause suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days by written notice to the Contractor. FVRL will not be liable for any additional travel costs incurred by the Contractor while the Work is suspended. The Contractor shall resume performance within fifteen (15) calendar days of written notice from FVRL.

ARTICLE 33 TERMINATION

33.01 Termination for Convenience. FVRL may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in FVRL's best interest. After receipt of a written Notice of Termination, and except as directed by FVRL, the Contractor shall immediately stop Work as directed in the Notice and comply with all other requirements in the Notice. The Contractor shall be paid its costs on only that portion of the Work satisfactorily performed up to the date of termination as specified in the Notice. The Contractor shall promptly submit its termination claim to FVRL, together with detailed supporting documentation, to be paid to the Contractor. If the Contractor has any property in its possession belonging to FVRL, the Contractor will account for the same and dispose of it in the manner FVRL directs.

33.02 **Termination for Default.** If the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or fails to prosecute the Work or any separable part with the diligence that will ensure completion within the time specified in this Contract or any extension, or fails to complete the Work within this time, or if the Contractor fails to comply with any other provision of this Contract, FVRL may terminate this Contract for default. Termination shall be affected by FVRL serving a Notice of Termination on the Contractor specifying the nature of the default and the effective date of termination. In this event, FVRL may assume the Work and complete it by Contract or otherwise, and may take possession of and use any materials, equipment, and facilities on the Work site necessary for completing the Work. The Contractor and its Sureties shall be liable for any damage to FVRL resulting from the Contractor's refusal or failure to complete the Work within the specified time, whether the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by FVRL in completing the Work. The Contractor will only be paid the Contract Price for supplies delivered and accepted, or on only that portion of the Work satisfactorily performed in accordance with the manner of performance set forth in the Contract, less any damages to FVRL caused by such default, up to the date of termination as specified in the Notice. If the Contractor has any property in its possession belonging to FVRL, the Contractor will account for the same and dispose of it in the manner FVRL directs. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

- 1) The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of FVRL, acts of another Contractor in the performance of a Contract with FVRL, epidemics, quarantine restrictions, strikes, freight embargoes; and

- 2) The Contractor, within ten (10) calendar days from the beginning of any delay, notifies FVRL in writing of the causes of delay. If in the judgment of FVRL the delay is excusable, the time for completing the Work shall be extended. The judgment of FVRL shall be final and conclusive on the parties, but subject to appeal under the Disputes clause. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of FVRL.

33.03 Opportunity to Cure. FVRL in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to FVRL's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) calendar days after receipt by the Contractor of written notice from FVRL setting forth the nature of said breach or default, FVRL shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude FVRL from also pursuing all available remedies against the Contractor and its Sureties for said breach or default.

33.04 Waiver of Remedies for any Breach. In the event that FVRL elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by FVRL shall not limit FVRL's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

ARTICLE 34 WAIVER OF RIGHTS BY FVRL

FVRL shall be deemed to have waived a right or remedy only if issued or confirmed in writing as a waiver by FVRL. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right and remedy.

ARTICLE 35 WARRANTY OF TITLE

35.01 The Contractor shall have no property right in the materials and equipment used after they have been attached or affixed to the Work or existing real property, or after any payment has been made by FVRL towards the value of materials delivered to the site of the Work, or stored subject to or under the control of FVRL. Title to all such materials shall become the property of FVRL upon being so attached or affixed, or after any payment towards the value of materials stored off site or delivered to the site of the Work, or stored subject to or under the control of FVRL, whichever occurs earlier.

35.02 No material, supplies, equipment, or items for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein, or in any part thereof, is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, equipment, and items installed or incorporated in the Work and are free from any claims, liens, or charges. Neither the Contractor, nor any person, firm, nor corporation furnishing any material or labor for any Work covered by this Contract shall have any right to lien upon any improvement or appurtenance thereon. This Article shall not defeat or impair the right of the persons furnishing materials or labor to recover under any Payment Bond given by the Contractor for their protection, or any rights under State law permitting such persons to look to retained funds due the Contractor in the hands of FVRL.

35.03 The provisions of this Article shall be inserted or referenced in or otherwise made a part of all subcontracts and material Contracts and notice of its provisions shall be given to all persons furnishing materials for the Work whenever no formal Contract is entered into for such materials. Additionally, as part of the subcontract, material Contract, or notice, the Contractor shall provide to such Subcontractors and suppliers the name, address, and phone number of the Contractor's bonding company and the bond number applicable to the Contract under which the Subcontractor or supplier would make its claim.

ARTICLE 36 **Signatures**

Fort Vancouver Regional Library

Contractor

Signature

Signature

Title:

Title:

Date:

Date:

END OF SECTION 4

SECTION 5: BID FORM

BID FORM

**Vancouver Community Library
Deck Replacement and Structural Upgrade Project**

PART 1 – INSTRUCTIONS

All entries below shall be **legible and entered in ink or typed.** Do not leave an item blank or your Bid may be considered non-responsive.

PART 2 – CONTRACTOR INFORMATION

Business Name, as registered:

Mailing Address, including Zip Code:

Physical Address, including Zip Code:

Telephone/Fax Numbers, including Area Code: _____

E-mail Address: _____

Federal Tax Identification Number: _____

WA State Contractor Registration Number: _____

WA Unified Business Identification (UBI) Number: _____

WA Industrial Insurance Account Identification Number: _____

WA Employment Security Dept. Number: _____

WA State Excise Tax Registration Number: _____

PART 3 – RECEIPT OF ADDENDA

FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN YOUR BID BEING CONSIDERED NON-RESPONSIVE.

Receipt of the Addenda is acknowledged:

No of Addenda (please list all applicable addenda numbers): _____

PART 4 - PRICE

The undersigned Bidder declares that they have carefully examined and reviewed the IFB, including the Instructions to Bidders, the General Terms and Conditions, the scope of the work, relating to the above-referenced project, and has attended the mandatory walkthrough of the project site located at 901 C St on March 11th, 2026, and made all necessary investigations to determine the character of material and conditions of the project environment to be encountered.

The undersigned hereby proposes to furnish all material and labor and perform all work to complete the Deck Replacement and Structural Upgrades necessary in accordance with the Scope of Work listed, provided by Project Manager through drawings established by Coffman Engineers at 1050 SW 6th Ave Suite 1630, Portland, OR 97204, and be bound by the proposed Scope.

I/we the undersigned Bidder, hereby propose to furnish all materials and complete the work as shown on the drawings specified herein for the sum as follows:

**Vancouver Community Library
Deck Replacement and Structural Upgrade Project**

- 1. **TOTAL BASE BID: Deck Replacement and Structural Upgrade.** To furnish all materials and labor to remove existing structure and install new Fortress Evolution galvanized steel framing with Composite Decking (Timber Tech, Trex, or similar) as specified.

\$ _____

- 2. **ADDITIVE 1: Roof Replacement Under Deck.** Work includes replacing the roof under deck including filter fabric, rigid insulation, drainage plane, and fluid-applied membrane only if accepted and authorized by FVRL in writing following the joint inspection.

\$ _____

PART 5 - ATTESTATIONS

Statement of Eligibility. I hereby certify that it is properly licensed and registered under the laws of the State of Washington and has not been determined to have been in violation of RCW 50.12.070(1)(b), RCW 51.16.070(1)(b), or RCW 82.32.070(2) within the last two years. The Contractor further certifies that it has not been determined, within the last one year, to have committed any combination of two of the following violations or infractions within a five-year period: (1) Violated RCW 51.48.020(1) or 51.48.103; or (2) Committed an infraction or violation under Chapter 18.27 RCW.

Statement of Prevailing Wage Compliance. I hereby certify that, within the (3) three-year period immediately preceding this bid submittal due Monday, April 6, 2026, 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 OR has received training, provided by the Department of Labor and Industries (L&I) or by a provider whose curriculum has been approved by L&I, on the requirements related to public works and prevailing wages, or be exempt from this requirement (HB 1673).

Statement of Non-Collusion. I hereby certify that this bid is not a sham or collusion, and in no respect or degree is the bid made in the interest or on behalf of any person, firm, or corporation named in the Proposal containing such bid and that, in connection with this Bid, the prices or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition and that the proposal herewith submitted is a genuine and is not made in the interest or on behalf of any person not therein named; and further says that the said Bidder has not directly, or indirectly, induced or solicited any Bidder on the above Work or supplies to put a sham Proposal, or any other person or corporation to refrain from Bidding; and that said Bidder has not in any manner sought by collusion to secure to himself/herself an advantage over any other Bidders.

Statement of No Conflicts of Interest: In regards to any performance of the Work or the provision of services or materials under the Contract resulting from this solicitation the Bidder affirms that there has been no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having such interest. If the Bidder, as Contractor, or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to FVRL and take immediate action to eliminate the conflict or to withdraw from said Contract as FVRL may require.

I, under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct; and I am authorized representative of the Bidder's Company, duly sworn and able to bind the Company to this Bid.

Bidder's Company Name

Signature of Authorized Official

Printed Name

Title

Date

SECTION 6: BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____, as PRINCIPAL and _____, a corporation duly organized under the laws of the State of WASHINGTON, and authorized to do business in the State of Washington, as SURETY, are held and firmly bound unto FORT VANCOUVER REGIONAL LIBRARY, as OBLIGEE, in the full and penal sum of five percent (5%) of the total amount of the Bid Proposal of said PRINCIPAL for the Work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, jointly and severally by these presents.

The condition of this bond is such, that whereas the PRINCIPAL is herewith submitting its sealed Proposal for the following construction, to wit:

VANCOUVER COMMUNITY LIBRARY DECK REPLACEMENT AND STRUCTUAL UPGRADE PROJECT (PW#2026-001) said Bid and Proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said Proposal Bid by the PRINCIPAL be accepted, and the Contract be awarded to said PRINCIPAL, and if said PRINCIPAL shall duly make and enter into and execute said Contract and shall furnish bonds as required by the OBLIGEE within a period of twenty (20) days from and after said Award, exclusive of the day of such Award, then this bond shall be null and void, otherwise it shall remain and be in full force and effect. Alternatively, if the PRINCIPAL, after submitting a Bid for the above-named project, is awarded the Contract and fails to provide bonds acceptable to the OBLIGEE, the PRINCIPAL shall forfeit to the OBLIGEE and pay the penal amount of the Bid Deposit.

IN TESTIMONY WHEREOF, The PRINCIPAL and SURETY have caused these presents to be signed and sealed this _____ day of _____, 2026

By

Principal

By

Surety

Contractor Name

SECTION 7: SUBCONTRACTORS

SUBCONTRACTORS

**VANCOUVER COMMUNITY LIBRARY
DECK REPLACEMENT AND STRUCTUAL UPGRADE PROJECT**

In your Bid submittal, if you will be using subcontractors for any portion of this project, they must be listed below, and state what work they will perform. Subcontractors must follow all prevailing wage requirements that also pertain to the main contractor, with the responsibility of the Contractor to verify each subcontractor is following all criteria listed for the Contractor. If using more subcontractors than the space provided below, they may be attached to a separate page and slotted into bid here.

Subcontractor
1 Name: _____
Work to Perform _____

Subcontractor
2 Name: _____
Work to Perform _____

Subcontractor
3 Name: _____
Work to Perform _____

Subcontractor
4 Name: _____
Work to Perform _____

Subcontractor
5 Name: _____
Work to Perform _____

Subcontractor
6 Name: _____
Work to Perform _____

SECTION 8: SCOPE OF WORK

**FVRL INVITATION FOR BIDS PW#2026-001
FOR
VANCOUVER COMMUNITY LIBRARY
DECK REPLACEMENT AND STRUCTUAL UPGRADE PROJECT**

SCOPE OF WORK

Summary and Scope of Work

Project Site Conditions

- **Location:** Vancouver Community Library, **5th Floor Terrace.**
- **Structure:** Concrete overlay on metal decking supported by W21x48 steel beams (8'-0" OC) with a 14'-0" cantilever.
- **Existing Deck:** 3600 sq. ft. of aged Tigerwood decking (Goncalo Alves).
- **Substructure:** 6x8 PT beams on 12" diameter concrete piers (6'-0" OC). Infill consists of 8'x 3'9" modular pallets (2x6 joists @ 24" OC).
- Constraints
 - The Library is a high-traffic public facility.
 - The work area is elevated (5th Floor) and exposed to wind.

Work Schedule and Coordination

Work Hours and Noise Restrictions: To minimize disruption to Library patrons, all "Noisy Work" (including but not limited to jackhammering, heavy drilling, power sawing and metal cutting) should be prioritized during non-public hours whenever possible

Library Public Hours:

- Friday – Monday: 10:00 am – 6:00 pm.
- Tuesday – Thursday: 9:00 am – 7:00 pm

The Contractor shall coordinate the daily work schedule with the FVRL Project Manager. Adjustments to the schedule may be required for special Library events or programs.

The Contractor is responsible to obtain all permits to perform the work.

Demolition and Site Preparation

- **Systematic Demolition:** The Contractor shall remove the existing wood decking system. Demolition shall include removal of the existing decking, rolling planter boxes, wood framing components, joists, beams, ledgers, blocking, and all associated galvanized fasteners and hangers. All demolition work shall be performed in a manner that does not damage the existing roof system below the deck. The Contractor shall take care to protect the roof membrane and surrounding building elements during removal activities.
- **Roof Inspection:** Upon removal of the existing deck, the Contractor shall inspect the roof area beneath the deck and provide the Owner with observations regarding the condition of the roof. Any recommendations for repair or replacement shall be provided to the Owner for informational purposes only.

Alternate Bid Item 1

- Alternate Bid: A mandatory **site inspection** shall be conducted with Jason Reetz, Facilities and Fleet Director, after demolition and prior to installation of new framing, to review the condition of the roof membrane. Any existing damage or conditions observed at that time shall be documented.
- Bidders shall submit an alternative bid for replacement of the roofing system beneath the deck, to be used if roof replacement is determined to be necessary. The alternative bid shall include removal of existing roofing materials and installation of a new roofing system consisting of filter fabric, rigid insulation, drainage plane, and fluid-applied membrane.

Structural Steel Framing & Decking

- **Framing**: Provide and install new Fortress Evolution galvanized steel ledgers, beams, and joists (or equal as per plans). All components must be level and plumb with fastening complete.
- **Decking**: After inspection and completion of the metal understructure, install composite material deck boards (Timbertech, Trex, or similar).
- **Standards**: The complete system must be installed to the manufacturer's specifications. Contractor shall provide FVRL with all warranty information.

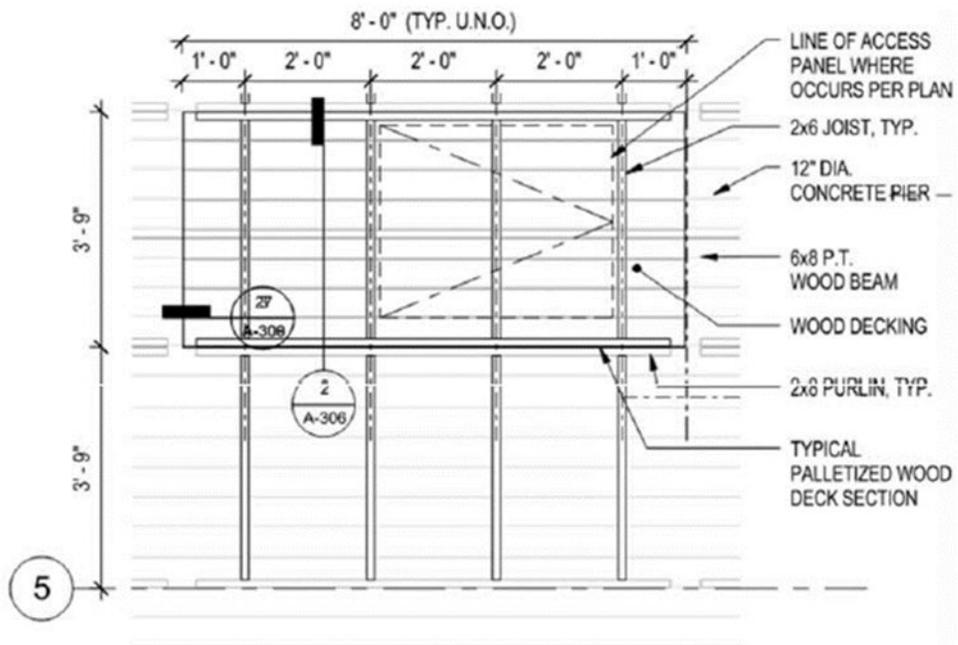
Existing Condition

Images:

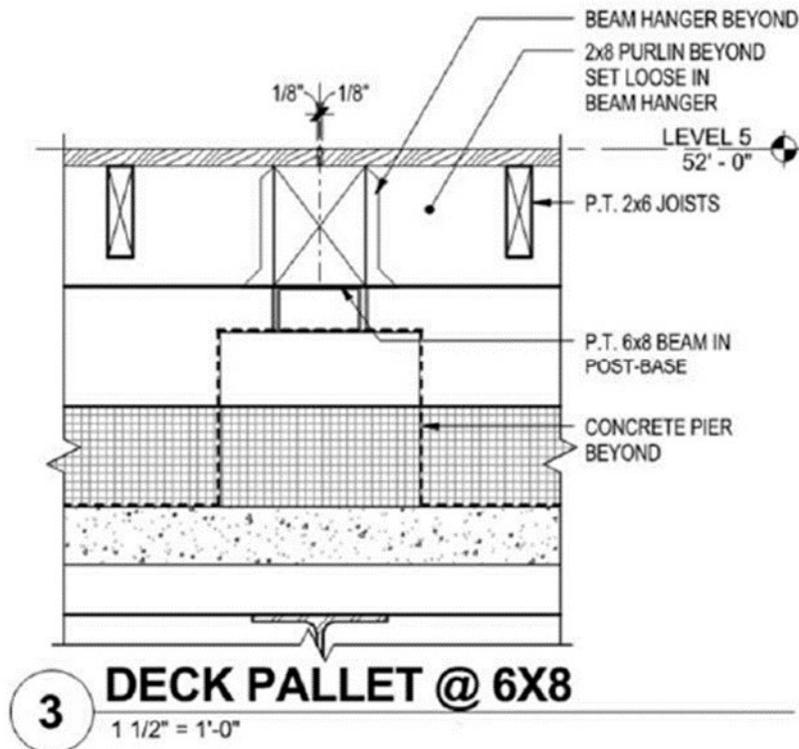
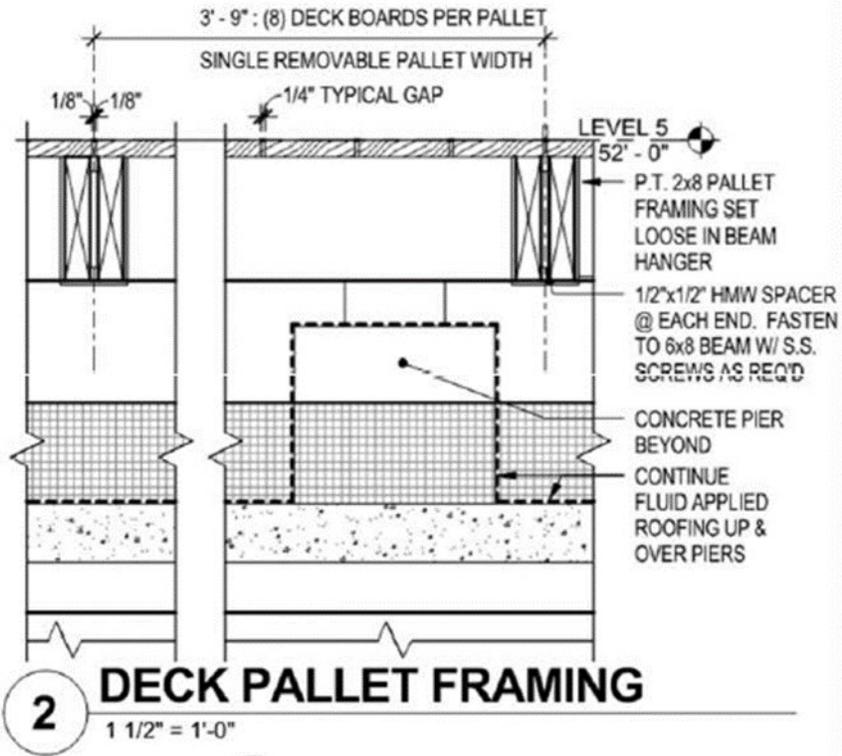
- Photos 1-3: Understructure of existing deck, from initial build
- Photos 4-5: Current condition of existing deck
- Additional illustrations: Show the deck pallet and roof as they currently exist

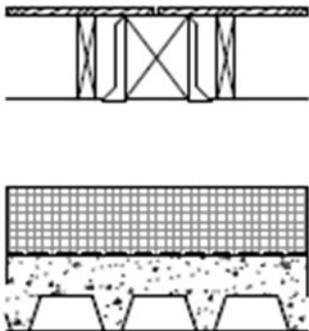


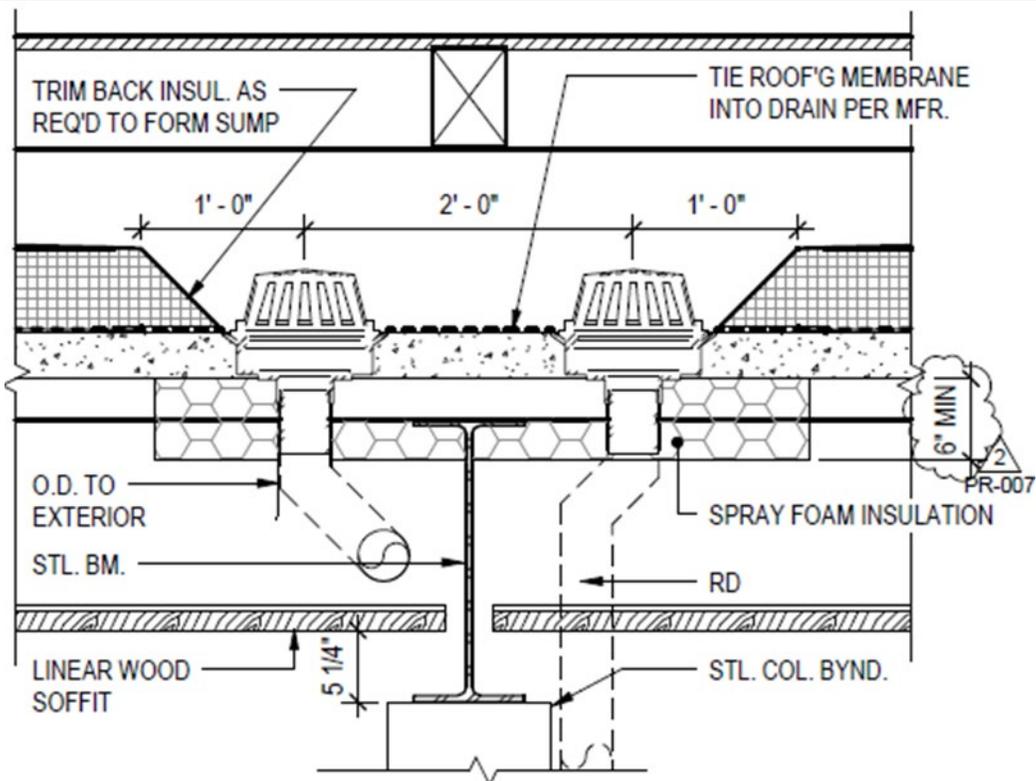




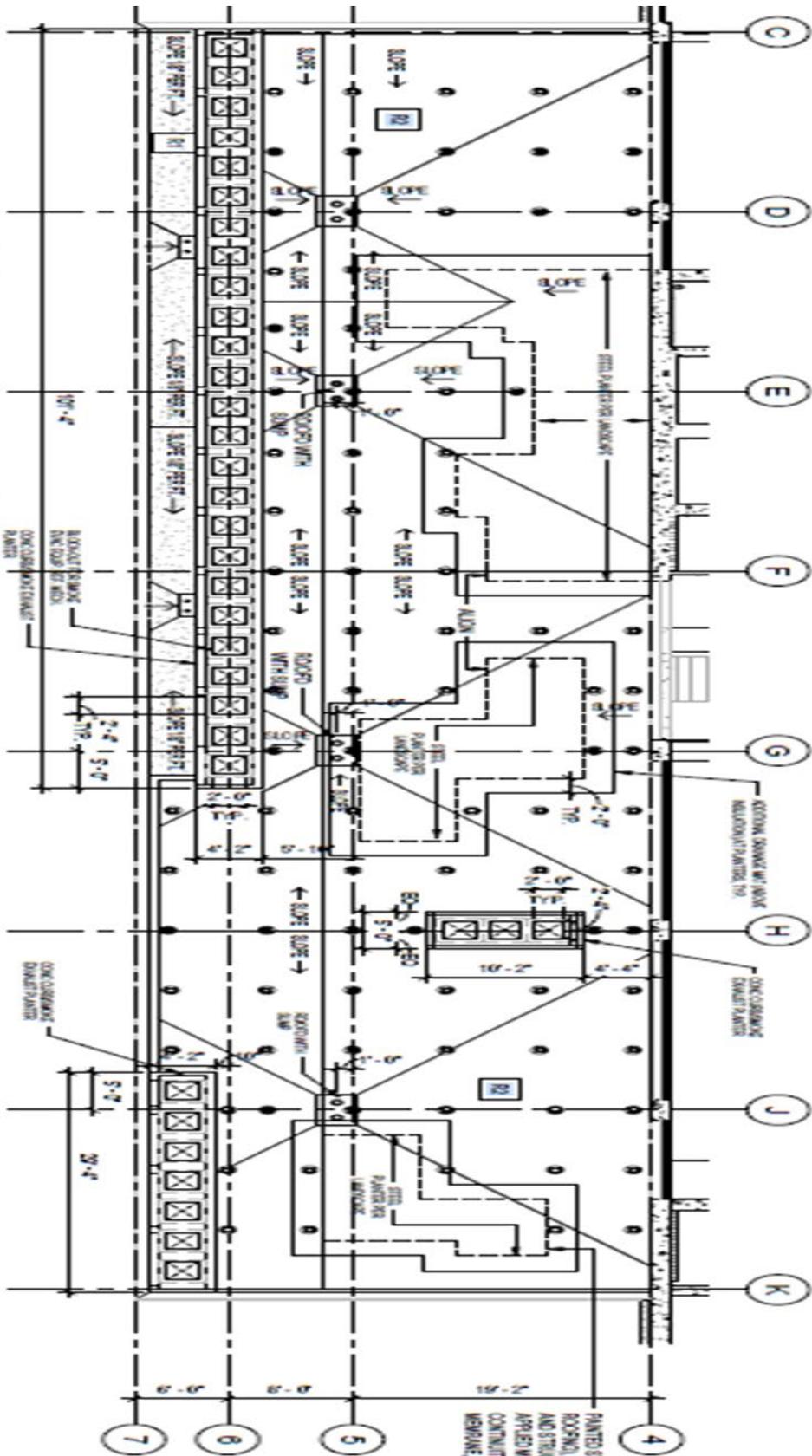
1 **TYPICAL DECK PALLET (PLAN)**
 1/2" = 1'-0"



SECTION	MARK	DESCRIPTION	RATING
	R2	PALLETIZED WOOD DECK OVER MEMBRANE ROOFING WOOD DECKING W/ PALLETIZED WOOD FRAMING O/ WOOD BEAMS AND HANGERS O/ CONCRETE PIERS W/ FILTER FABRIC O/ RIGID INSULATION (R-30 TOTAL & 8" MAX.) O/ DRAINAGE PLANE O/ FLUID-APPLIED MEMBRANE ROOFING O/ CONCRETE TOPPING (SLOPED TO DRAIN) O/ STEEL DECK O/ STEEL BEAMS W/ SUSPENDED WOOD GRILL SOFFIT	1-HR



8 **ROOF TYPE R1/R2 DRAIN SUMP** **9**
 1" = 1'-0"



PAINTED STEEL PLANTER ABOVE
ROOFING, FILTY COAT INTERIOR SURFACE
AND STRUCTURAL PORTS WITH FLUID
APPLIED MEMBRANE, MAINTAINING
CONTINUITY AND INSULATED WITH ROOF
MEMBRANE, TYP.

2 LEVEL 5 - ROOF TERRACE PLAN (BELOW DECK)

1/8" = 1'-0"

FIN ALL UNLESS NOTED

FIN ALL UNLESS NOTED

**FVRL INVITATION FOR BIDS PW#2026-001
FOR**

**VANCOUVER COMMUNITY LIBRARY
DECK REPLACEMENT AND STRUCTUAL UPGRADE PROJECT**

DRAWINGS

Deck Replacement and Structural Upgrade Project

Fort Vancouver Regional Libraries District

Final Design Drawings & Engineering Illustrations

GENERAL:

THE STRUCTURAL DRAWINGS ARE PART OF THE CONTRACT DOCUMENTS AND ARE COMPLEMENTARY TO THE CONSTRUCTION DRAWINGS, SPECIFICATIONS, AND OTHER CONTRACT DOCUMENTS.

THE GENERAL STRUCTURAL NOTES SUPPLEMENT THE PROJECT SPECIFICATIONS, NOTES AND DETAILS ON THE STRUCTURAL DRAWINGS SHALL TAKE PRECEDENCE OVER THE GENERAL STRUCTURAL NOTES AND TYPICAL DETAILS. WHERE CONFLICT EXISTS, THE MORE STRINGENT OR RESTRICTIVE REQUIREMENT SHALL GOVERN, UNLESS CLARIFICATION IS REQUESTED. WHERE NO SPECIFIC DETAILS ARE SHOWN, CONSTRUCTION SHALL BE AS SHOWN FOR SIMILAR WORK ON THE PROJECT SUBJECT TO REVIEW BY THE ARCHITECT AND ENGINEER. "TYPICAL" DETAILS NOT FLAGGED ON THE DRAWINGS APPLY UNLESS NOTED OTHERWISE.

FRAMING MEMBERS WHICH ARE NOT DIMENSIONED SHALL BE ASSUMED TO BE EQUALLY SPACED WITHIN OR BETWEEN DIMENSIONED LOCATIONS, SUBJECT TO REVIEW BY THE ARCHITECT AND ENGINEER, UNLESS NOTED OTHERWISE. DO NOT SCALE DIMENSIONS FROM DRAWINGS.

WORK PERFORMED IN CONFLICT WITH THE CONTRACT DOCUMENTS OR APPLICABLE BUILDING CODE REQUIREMENTS SHALL BE CORRECTED AT THE EXPENSE OF THE CONTRACTOR.

COORDINATION:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE STRUCTURAL DRAWINGS AND SPECIFICATIONS WITH THE DRAWINGS AND SPECIFICATIONS OF ALL OTHER DISCIPLINES PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES THAT ARE FOUND SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT OR ENGINEER PRIOR TO START OF CONSTRUCTION. ANY WORK PERFORMED IN CONFLICT WITH THE CONTRACT DOCUMENTS OR ANY CODE REQUIREMENTS SHALL BE CORRECTED BY THE CONTRACTOR AT THEIR OWN EXPENSE AND AT NO DISBURSE TO THE OWNER OR ARCHITECT.

ALL EXISTING CONDITIONS, DIMENSIONS, AND ELEVATIONS SHALL BE FIELD VERIFIED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES FROM CONDITIONS SHOWN ON THE DRAWINGS.

UNLESS OTHERWISE NOTED ON THE DRAWINGS, DO NOT PENETRATE ANY STRUCTURAL ELEMENTS SUCH AS JOISTS, BEAMS, COLUMNS, WALLS, HEADERS, JAMBS, ETC. WITHOUT PRIOR WRITTEN APPROVAL OF THE STRUCTURAL ENGINEER.

DEMOLITION:

DEVIATIONS FROM THE EXISTING CONDITIONS INDICATED IN THE CONSTRUCTION DOCUMENTS SHALL BE RESOLVED WITH THE ENGINEER AND/OR ARCHITECT PRIOR TO PROCEEDING WITH DEMOLITION WORK.

THE CONTRACTOR SHALL COORDINATE DEMOLITION WORK WITH THE BUILDING OFFICIAL AND/OR OTHER AUTHORITIES HAVING JURISDICTION. EXITS SHALL BE MAINTAINED AS REQUIRED FOR SAFE LEGAL OPERATION OF THE FACILITY DURING CONSTRUCTION.

ELEMENTS THAT WILL NOT BE DEMOLISHED SHALL BE PROTECTED FROM DAMAGE. SAW CUT LINES SHALL BE TRUE AND NEAT. CORNERS SHALL NOT BE OVER CUT.

THE STRUCTURAL DRAWINGS DO NOT INDICATE THE PHASING OF DEMOLITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SCHEDULING AND PHASING OF ALL WORK.

STRUCTURAL OBSERVATIONS:

STRUCTURAL OBSERVATIONS ARE REQUIRED FOR THE STRUCTURAL SYSTEM IN ACCORDANCE WITH THE GOVERNING BUILDING CODE. STRUCTURAL OBSERVATION IS THE VISUAL OBSERVATION OF THE ELEMENTS AND CONNECTIONS OF THE STRUCTURAL SYSTEMS AT SIGNIFICANT STAGES OF CONSTRUCTION AND AFTER CONSTRUCTION COMPLETION FOR GENERAL CONFORMANCE TO THE APPROVED STRUCTURAL PLANS AND SPECIFICATIONS. STRUCTURAL OBSERVATIONS DO NOT ALLEVIATE ANY SPECIAL INSPECTION REQUIREMENTS.

THE STRUCTURAL ENGINEER OF RECORD (SEOR) WILL PERFORM STRUCTURAL OBSERVATIONS BASED ON THE REQUIREMENTS OF THE BUILDING CODE AT THE STAGES OF CONSTRUCTION LISTED BELOW. CONTRACTOR SHALL PROVIDE SUFFICIENT ADVANCED NOTICE AND ACCESS FOR THE SEOR TO PERFORM THESE OBSERVATIONS.

OBSERVATION PERIODS:

AS REQUIRED TO ADDRESS STRUCTURAL ISSUES.

A FIELD REPORT WILL BE SUBMITTED TO CONTRACTOR FOLLOWING EACH SITE VISIT. THE CONTRACTOR SHALL PROVIDE THE FIELD REPORT TO THE BUILDING DEPARTMENT AS REQUIRED.

STRUCTURAL OBSERVATION IS FOR THE GENERAL CONFORMANCE OF THE STRUCTURAL DRAWINGS AND DOES NOT ALLEVIATE ANY SPECIAL INSPECTION REQUIREMENTS.

SPECIAL INSPECTIONS AND TESTING:

THE OWNER SHALL EMPLOY AN INDEPENDENT ICC CERTIFIED SPECIAL INSPECTOR TO PROVIDE SPECIAL INSPECTIONS OF THE REQUIRED ITEMS PER CHAPTER 17 OF THE BUILDING CODE AND THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION. THE CONTRACTOR SHALL PROVIDE SUFFICIENT NOTICE AND ACCESS FOR THE SPECIAL INSPECTOR TO PERFORM THESE INSPECTIONS.

SEE SHEET S-001 FOR SPECIAL INSPECTION REQUIREMENTS.

SUBMITTALS:

SUBMIT THE INDICATED SUBMITTALS TO THE ENGINEER PRIOR TO FABRICATION AND CONSTRUCTION OF STRUCTURAL ITEMS. THE CONTRACTOR SHALL STAMP AND SIGN EACH SUBMITTAL INDICATING CONTRACTOR'S REVIEW AND APPROVAL PRIOR TO FORWARDING FOR ENGINEERING REVIEW. ENGINEERING REVIEW IS ONLY FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AND GENERAL COMPLIANCE WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS.

SUBMIT ELECTRONIC COPIES OF ALL SUBMITTALS FOR ENGINEERING REVIEW THAT INCLUDE CONTRACTOR'S REVIEW COMMENTS, STAMP AND SIGNATURE. DOCUMENTS WILL BE MARKED AND RETURNED ELECTRONICALLY. THE USE OF REPRODUCTIONS OR PHOTOCOPIES OF THE CONTRACT DRAWINGS SHALL NOT BE PERMITTED.

THE CONTRACTOR SHALL ALLOW TWO WEEKS FOR ENGINEERING REVIEW OF ALL SUBMITTALS. COMMENTS OR MARKS ON SUBMITTALS ARE A NORMAL AND EXPECTED PART OF THE SUBMITTAL PROCESS AND SHALL NOT BE USED AS A BASIS FOR CHANGE ORDERS. TIME REQUIRED TO REVISE AND RESUBMIT ANY SUBMITTAL SHALL BE CONSIDERED INHERENT TO THE SUBMITTAL REVIEW PROCESS AND SHALL NOT BE DEEMED A CHANGE ORDER.

RE-SUBMITTALS SHALL HAVE ALL REVISIONS CLEARLY IDENTIFIED WITH REVISION CLOUDS AND REVISION DATES. THE STRUCTURAL ENGINEER SHALL NOT BE RESPONSIBLE FOR THE REVIEW OF ANY UNMARKED REVISIONS.

SUBMITTALS SHALL INCLUDE THE FOLLOWING:

SUBMITTAL ITEMS
STRUCTURAL COLD FORMED METAL FRAMING
SCREW FASTENERS
COMPOSITE DECKING
COMPOSITE SCREW ANCHORS

BUILDING CODE REQUIREMENTS:
CONFORM TO THE 2021 WASHINGTON STATE BUILDING CODE, BASED ON THE 2021 INTERNATIONAL BUILDING CODE (IBC).
WORKMANSHIP AND MATERIALS SHALL COMPLY WITH THE BUILDING CODE AND TESTING STANDARDS ACCEPTED BY THE AUTHORITY HAVING JURISDICTION AND APPLICABLE AT THE TIME THE PROJECT WAS PERMITTED.

DESIGN CRITERIA:
DESIGN WAS BASED ON THE STRENGTH AND DEFLECTION CRITERIA OF THE BUILDING CODE. IN ADDITION TO THE DEAD LOADS, THE FOLLOWING LOADS AND ALLOWABLES WERE USED FOR DESIGN, WITH LIVE LOADS REDUCED PER BUILDING CODE.

DEAD AND LIVE LOAD CRITERIA:
DECK DEAD LOAD 10 PSF
DECK LIVE LOAD 100 PSF

SNOW LOAD CRITERIA:
GROUND SNOW LOAD Pg = 20 PSF
SNOW EXPOSURE FACTOR Ce = 0.9
SNOW LOAD IMPORTANCE FACTOR Is = 1.1
THERMAL FACTOR Ct = 1.0
SLOPE FACTOR Cs = 1.0
SNOW DRIFT 20 PSF MAX ADDL DRIFT AT FACE OF (E) BUILDING
DESIGN UNIFORM ROOF SNOW LOAD 25 PSF MINIMUM (PER A14)

WIND LOAD CRITERIA:
RISK CATEGORY III
BASIC WIND SPEED (ULT) V = 103 MPH (3-SECOND GUST)
BASIC WIND SPEED (ASD) V = 80 MPH (3-SECOND GUST)
EXPOSURE CATEGORY B
DIRECTIONALITY FACTOR Kd = 0.85
TOPOGRAPHIC FACTOR Kzt = 1.0
VELOCITY PRESSURE FACTOR Kz = 0.89
GROUND ELEVATION FACTOR Ke = 1.0
MAX DECK UPLIFT PRESSURE (ULT) -44.7 PSF (MAX UPLIFT ON DECKING)

SEISMIC DESIGN CRITERIA:
RISK CATEGORY III
SEISMIC DESIGN CATEGORY D
SITE CLASS D
SEISMIC IMPORTANCE FACTOR Is = 1.25
MAPPED SPECTRAL ACCELERATIONS Ss = 0.837 S1 = 0.381
DESIGN SPECTRAL RESPONSE ACCELERATIONS S0.1 = 0.87 S0.5 = 0.487

COLD-FORMED METAL FRAMING:
STEEL JOISTS, HEADERS, AND HANGERS AND ACCESSORIES SHALL BE EVOLUTION STEEL DECK FRAMING BY FORTRESS BUILDING PRODUCTS (CCR0313) AND NEW CASTLE STEEL FRAMING PRODUCTS (ESR-8257) OR APPROVED EQUAL. METAL FRAMING SHALL BE OF THE SIZE, GAUGE, AND SPACING SHOWN ON THE DRAWINGS.

SPlicing, NOTCHING, AND/OR COPING OF JOISTS OR BEAMS IS NOT ALLOWED, UNLESS NOTED OTHERWISE.

FRAMING ACCESSORIES INDICATED SHALL BE MANUFACTURED BY FORTRESS BUILDING PRODUCTS (OR APPROVED EQUAL) AND BE OF THE SIZE AND TYPE SPECIFIED. ALL FASTENER HOLES SHALL BE FILLED WITH STRUCTURAL FASTENERS, UNLESS NOTED OTHERWISE ON THE DRAWINGS. FASTENERS SHALL BE INSTALLED FOLLOWING ALL MANUFACTURER'S REQUIREMENTS. ACCESSORIES SHALL BE GALVANIZED AND POWDER COATED UNLESS INDICATED OTHERWISE. ALL CUT EDGES, EDGES, SCRATCHES OR OTHER IMPERFECTIONS IN THE POWDER COATING SHALL BE REPAIRED USING FORTRESS BLACK SAND TOUCH-UP PAINT OR EQUIVALENT.

COLD-FORMED FRAMING FASTENERS SHALL BE AS FOLLOWS:

FASTENER TYPE:
#10 SCREWS (METAL TO METAL)
#12 SCREWS (METAL TO METAL)
#14 SCREWS (METAL TO METAL)

APPROVED PRODUCT:
#10-18 x 3/4" BLACK EXTERIOR GRADE FRAMING SCREWS
EVOLUTION #12-14 x 3/4" SELF-TAPPING SCREWS (CCR-0313)
#14-14 x 3/4" BLACK EXTERIOR GRADE FRAMING SCREWS

FOR SCREWS, PROVIDE 3/4" MINIMUM CLEARANCE FROM ALL EDGES AND 3/4" MINIMUM CENTER TO CENTER SPACING.

FRAMING ACCESSORIES AND FASTENERS OF COMPARABLE SPECIFICATION AND LOAD CAPACITY MAY BE SUBMITTED FOR APPROVAL. SUBMIT SUBSTITUTION REQUESTS TO ENGINEER FOR APPROVAL, INCLUDING THE FRAMING ACCESSORIES BEING REPLACED AND THE SUBSTITUTED FRAMING ACCESSORIES. ALLOWABLE LOADS FOR THE SPECIFIED ACCESSORIES SHALL BE TABULATED ALONG WITH THE ALLOWABLE LOADS FOR THE SUBSTITUTED ACCESSORIES. SUBSTITUTION REQUESTS WILL ONLY BE APPROVED WHERE SUBSTITUTED PRODUCTS ARE CLEARLY DOCUMENTED TO HAVE EQUAL OR GREATER CAPACITY IN ALL DIRECTIONS.

DECKING AND ACCESSORIES:
DECKING SHALL BE TIMBERTECH AZEK COMPOSITE DECKING OR APPROVED EQUAL WITH HIDDEN FASTENERS AS APPROVED BY OWNER.

POST-INSTALLED ANCHORAGE
ANCHORAGE TO CONCRETE
CONCRETE SCREWS
SIMPSON TITEN HD (ESR-1056) MECHANICALLY GALVANIZED

INSTALLATION AND SPECIAL INSPECTION:
PROVIDE SPECIAL INSPECTION FOR ALL MECHANICAL ANCHORS PER THE APPLICABLE BUILDING CODE AND THE CURRENT ICC-ES REPORT (IBC 2021 TABLE 1705.3 NOTE B).

ANCHOR CAPACITY IS DEPENDENT UPON SPACING BETWEEN ADJACENT ANCHORS AND PROXIMITY OF ANCHOR TO EDGE OF THE CONCRETE. INSTALL ANCHORS IN ACCORDANCE WITH SPACING AND EDGE CLEARANCES INDICATED ON THE DRAWINGS.

STANDARD ABBREVIATIONS			
ABBR	DESCRIPTION	ABBR	DESCRIPTION
(A)	ABOVE	DWG	DRAWING(S)
AB	ANCHOR BOLT	DWL	DOWEL
AC	ASPHALT CONCRETE	E	EAST, MODULUS OF ELASTICITY
ACI	AMERICAN CONCRETE INSTITUTE	(E)	EXISTING
ADDL	ADDITIONAL	EA	EACH
ADH	ADHESIVE	EF	EACH FACE
ADJ	ADJACENT	EJ	EXPANSION JOINT
ADESS	ARCHITECTURALLY EXPOSED STRUCTURAL STEEL	EL	ELEVATION
AFF	ABOVE FINISHED FLOOR	ELEC	ELECTRICAL
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	ELEV	ELEVATION OR ELEVATOR
AS	AMERICAN IRON AND STEEL INSTITUTE	EMBED	EMBEDMENT
AL	ALTERNATE	ENGR	ENGINEER
ALUM	ALUMINUM	EQ	EQUIPMENT
ARCH	ARCHITECTURAL	ES	EACH SIDE
ASPH	ASPHALT	ESC	ESCALATOR
ASCE	AMERICAN SOCIETY OF CIVIL ENGINEERS	EW	EACH WAY
ASNT	AMERICAN SOCIETY OF NONDESTRUCTIVE TESTING	EXIST	EXISTING
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	EXP	EXPANSION EXPOSURE
AWS	AMERICAN WELDING SOCIETY	EXT	EXTERIOR
(B)	BELOW	FC	CONCRETE COMPRESSIVE STRENGTH
BLKG	BLOCKING	FCAW	FLUX CORED ARCH WELDING
BLDG	BUILDING	FDN	FOUNDATION
BOC	BOTTOM OF CONCRETE	FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
BOD	BOTTOM OF DECKING	FIN	FINISH
BOS	BOTTOM OF STEEL	FLG	FLANGE
BOT	BOTTOM	FLR	FLOOR
BP	BASE PLATE	FRD	FIREPROOFING, FULL PENETRATION
BRNG	BEARING	FS	FAR SIDE
BS	BOTH SIDES	FT	FEET OR FOOT
BTWN	BETWEEN	FTG	FOOTING
CANT	CANTILEVER	GA	GAGE OR GAUGE
CBF	CONCENTRIC BRACED FRAME	GALV	GALVANIZED
CFS	COLD FORMED STEEL	GEN	GENERAL
CHAN	CHANNEL	GLB	GLUED LAMINATED BEAM
CIP	CAST IN PLACE	GR	GRADE
CJ	CONTROL OR CONSTRUCTION JOINT	GWB	GYPSUM WALLBOARD
CJP	COMPLETE JOINT PENETRATION	GYP	GYPSUM
CL	CENTER LINE	H	HIGH
CLR	CLEAR CLEARANCE	HAS	HEADED ANCHOR STUD
CLT	CROSS LAMINATED TIMBER	HDR	HEADER
CM	CUBIC METER	HGR	HANGER
CMP	CORRUGATED METAL PIPE	HRZ	HORIZONTAL
CMU	CONCRETE MASONRY UNIT	HS	HEADED STUD
COL	COLUMN	HSB	HIGH STRENGTH BOLT
CONC	CONCRETE	HSS	HOLLOW STRUCTURAL SECTION
CONN	CONNECTION	HT	HEIGHT
CONST	CONSTRUCTION	HVAC	HEATING/VENTILATING/AIR CONDITIONING
CONT	CONTINUOUS	I	MOMENT OF INERTIA
CONTR	CONTRACTOR	IBC	INTERNATIONAL BUILDING CODE
COORD	COORDINATE	ICBO	INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS
CP	COMPLETE PENETRATION	ICC	INTERNATIONAL CODE COUNCIL
CTR	CENTER, CENTERED	ID	INSIDE DIAMETER
CY	CUBIC YARD	IE	INVERT ELEVATION
D	BEAM DEPTH	IF	INSIDE FACE
DB	DEEP	J	JOIST
DBA	DEFORMED BAR ANCHOR	JST	JOIST
DBL	DOUBLE	JT	JOINT
DEG	DEGREE		
DEMO	DEMOLITION		
DET	DETAIL		
DIAA	DRILLED IN ADHESIVE ANCHOR		
DIAG	DIAGONAL		
DIAMØ	DIAMETER		
DIA	DRILLED IN EXPANSION ANCHOR		
DIAMØ	DIAMETER		
DISA	DRILLED IN SCREW ANCHOR		
DIST	DISTANCE		
DN	DOWN		
DO	DITTO		
		UHMW	ULTRA-HIGH MOLECULAR WEIGHT PLASTIC

STRUCTURAL DRAWING INDEX	
DWG NO	TITLE
S-001	DRAWING INDEX, STRUCTURAL NOTES AND ABBREVIATIONS
S-100	LEVEL 5 DECK FRAMING PLAN AND DETAILS

GENERAL SYMBOLS LEGEND	
SYMBOL	DESCRIPTION
	DETAIL SYMBOL: A = IDENTIFYING NUMBER B = SHEET WHERE DETAIL IS SHOWN
	SECTION SYMBOL: A = IDENTIFYING NUMBER B = SHEET WHERE SECTION IS SHOWN
	SECTION CUT LINE INDICATOR
	ELEVATION SYMBOL
	REVISION CLOUD AND REVISION NUMBER

IBC SECTION 1705.37				
REQUIRED VERIFICATION AND INSPECTION OF POST-INSTALLED ANCHORS				
TYPE	CONTINUOUS SPECIAL INSPECTION	PERIODIC SPECIAL INSPECTION	REFERENCED STANDARD	IBC REFERENCE
1. PREPARATION, PLACEMENT, TYPE, SIZE AND LOCATION OF ANCHORS, INCLUDING OTHER DETAILS OF ANCHORS, INSTALLED IN HARDENED CONCRETE, AND INSTALLED TO HARDENED CONCRETE AND TO ANOTHER CONSTRUCTION.				1901.10000
MECHANICAL ANCHORS.	--	X	AC308 17.9.2	1901.1

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Suite 1630
Portland, OR 97204
ph 503.552.3800
www.coffman.com

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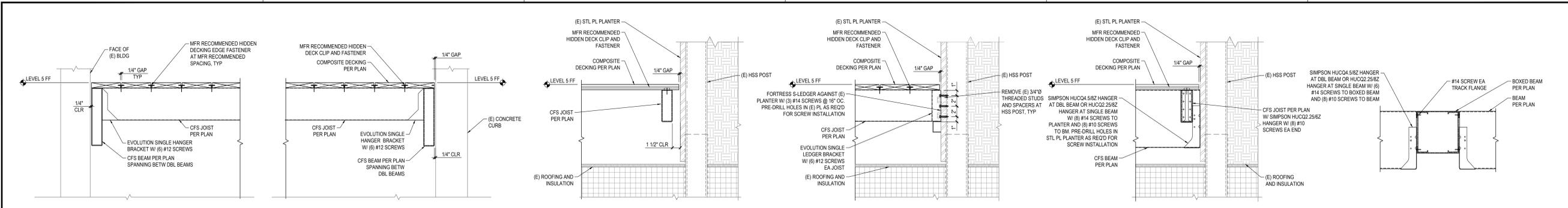
REV	DATE	DESCRIPTION

PROJ. NO. 251474
DRAWN KLC
CHECKED AMW
DATE 01/19/2026

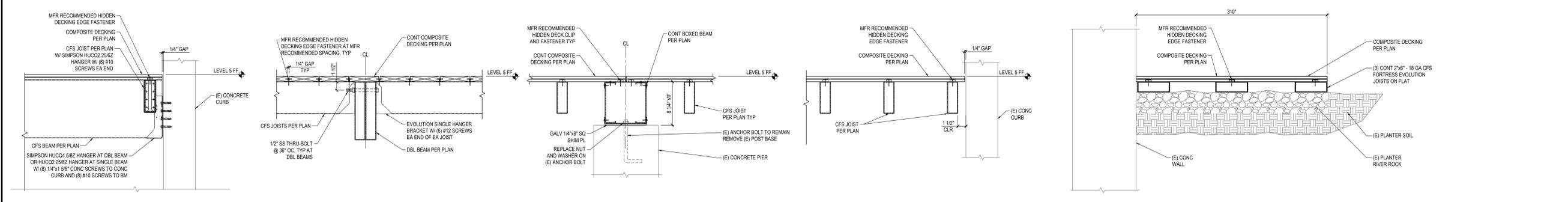
COFFMAN ENGINEERS INC.
SHEET TITLE:
DRAWING INDEX,
GENERAL STRUCTURAL
NOTES AND
ABBREVIATIONS

SHEET NO:
S-001
SHEET 1 OF 2

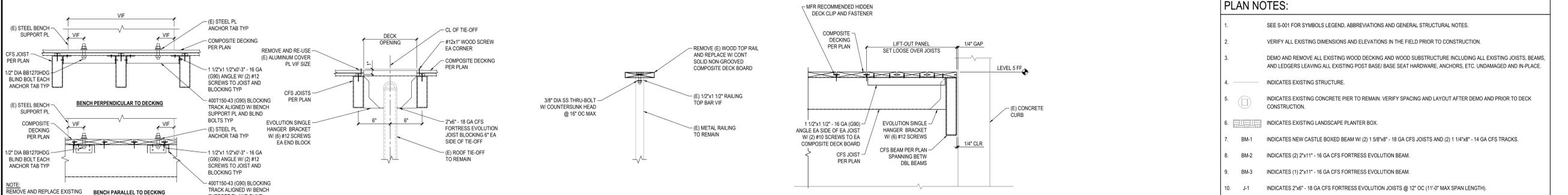
P:\P\08\0826\44\F\RL LIBRARY DECK REPLACEMENT CD-CALD\DWSS\SS-001.DWG DRAWING INDEX GENERAL STRUCTURAL NOTES AND ABBREVIATIONS - CLINE NEWY, LAST SAVED: January 9, 2026, PLOT DATE: 1/19/26



E1 TYP DECK FRAMING AT FACE OF BUILDING SCALE: 1 1/2" = 1'-0"
E2 TYP PERPENDICULAR JOISTS AT CONCRETE CURB SCALE: 1 1/2" = 1'-0"
E3 TYP PARALLEL JOISTS AT STEEL PLANTER SCALE: 1 1/2" = 1'-0"
E4 TYP PERPENDICULAR JOISTS AT STEEL PLANTER SCALE: 1 1/2" = 1'-0"
E5 TYP BEAM TO STEEL PLANTER SCALE: 1 1/2" = 1'-0"
E6 TYP BM TO BM CONNECTION SCALE: 1 1/2" = 1'-0"

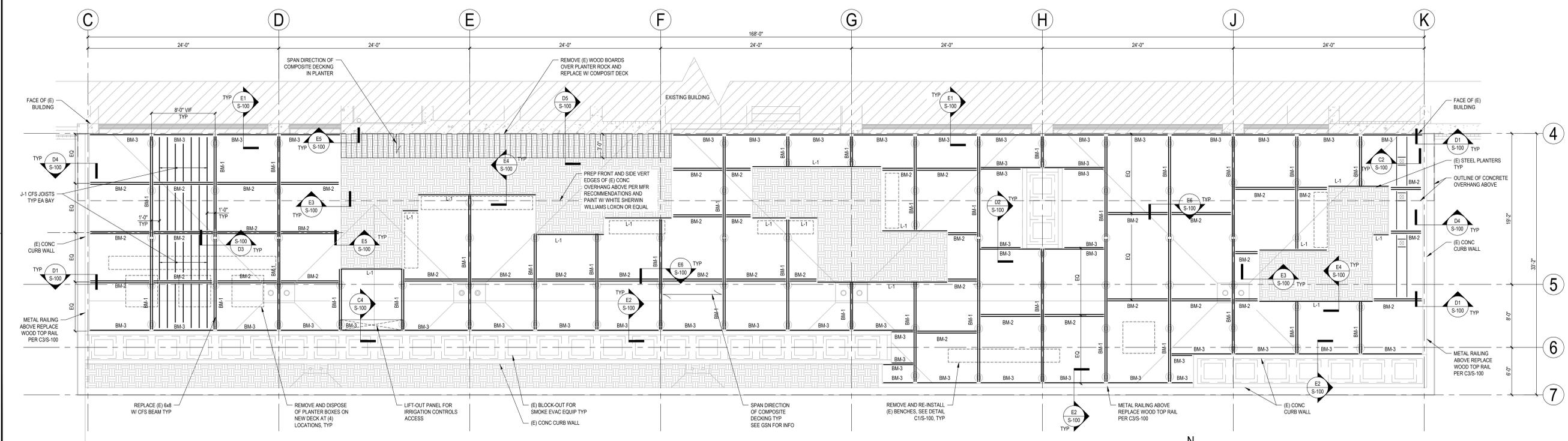


D1 TYP BM TO CONC CURB SCALE: 1 1/2" = 1'-0"
D2 TYP DECK FRAMING SECTION SCALE: 1 1/2" = 1'-0"
D3 TYP DECK SUPPORT AT (E) PIERS SCALE: 1 1/2" = 1'-0"
D4 TYP JOISTS PARALLEL TO CONC CURB SCALE: 1 1/2" = 1'-0"
D5 TYP LANDSCAPE PLANTER DECKING SCALE: 1 1/2" = 1'-0"



C1 TYP BENCH ANCHORAGE SCALE: 1 1/2" = 1'-0"
C2 TYP BLOCKING AT (E) ROOF TIE-OFF SCALE: 1 1/2" = 1'-0"
C3 TYP METAL RAILING TOP RAIL REPLACEMENT SCALE: 1 1/2" = 1'-0"
C4 IRRIGATION CONTROL ACCESS LIFT-OUT PANEL SCALE: 1 1/2" = 1'-0"

- PLAN NOTES:**
- SEE S-001 FOR SYMBOLS LEGEND, ABBREVIATIONS AND GENERAL STRUCTURAL NOTES.
 - VERIFY ALL EXISTING DIMENSIONS AND ELEVATIONS IN THE FIELD PRIOR TO CONSTRUCTION.
 - DEMO AND REMOVE ALL EXISTING WOOD DECKING AND WOOD SUBSTRUCTURE INCLUDING ALL EXISTING JOISTS, BEAMS, AND LEDGERS LEAVING ALL EXISTING POST BASE/ BASE SEAT HARDWARE, ANCHORS, ETC. UNDIMAGED AND IN-PLACE.
 - INDICATES EXISTING STRUCTURE.
 - INDICATES EXISTING CONCRETE PIER TO REMAIN. VERIFY SPACING AND LAYOUT AFTER DEMO AND PRIOR TO DECK CONSTRUCTION.
 - INDICATES EXISTING LANDSCAPE PLANTER BOX.
 - BM-1 INDICATES NEW CASTLE BOXED BEAM W/ (2) 1 5/8"x8" - 18 GA CFS JOISTS AND (2) 1 1/4"x8" - 14 GA CFS TRACKS.
 - BM-2 INDICATES (2) 2"x11" - 16 GA CFS FORTRESS EVOLUTION BEAM.
 - BM-3 INDICATES (1) 2"x11" - 16 GA CFS FORTRESS EVOLUTION BEAM.
 - J-1 INDICATES 2"x6" - 18 GA CFS FORTRESS EVOLUTION JOISTS @ 12" OC (11'-0" MAX SPAN LENGTH).
 - L-1 INDICATES S-SHAPE 14 GA CFS FORTRESS EVOLUTION LEDGER AT STEEL PLANTER.
 - INDICATES EXISTING ROOF TIE-OFF TO REMAIN. FIELD VERIFY QUANTITY AND LOCATIONS. REMOVE AND REUSE EXISTING ALUMINUM COVER PLATES. SEE DETAIL C2S-100 FOR DECK BLOCKOUT FRAMING.



1 LEVEL 5 TERRACE DECK PLAN

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

REV	DATE	DESCRIPTION
1	01/16/2026	REV 1

PROJ. NO: 251474
 DRAWN: KLC
 CHECKED: AMW
 DATE: 01/19/2026

COFFMAN ENGINEERS INC.

SHEET TITLE:
LEVEL 5 DECK FRAMING PLAN AND DETAILS

SHEET NO:
S-100
 SHEET 2 OF 2

P:\P\05\08\25\44\FYR LIBRARY DECK REPLACEMENT CD-CAD\DWSS\SS-100.DWG LEVEL 5 DECK FRAMING PLAN AND DETAILS - CLINE, KEVIN - LAST SAVED: January 19, 2026 - PLOT DATE: 1/19/26