

Port of Klickitat DIP

Dallesport, WA

Project 2190380.01

Project Manual—Volume 1

Bid Documents

Bid Set

September 14, 2020

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The logo consists of a large, bold, white letter 'M' followed by a period, set against a dark gray background.



Klickitat County Port District No. 1

154 E Bingen Point Way Ste. A

Bingen, WA 98605

509-493-1655

Marc Thornsby, Executive Director

Contract Documents

for project

2020-02

DIP 151C Building Project

at

151 S Parallel Ave.

Dallesport, WA

Bid Proposal Deadline

October 7, 2020 at 2:00 PM PPT

Project ID: 2020-02
Project Name: DIP 151C Building Project
Physical Location: 151 S Parallel Ave, Dallesport, WA
Description: Provide all labor, materials, tools, and equipment and perform all work and related activities for the construction, grading, utilities, site work, design-build for one 5,000 SF pre-engineered metal building and all appurtenant work to complete the 2020-02 DIP 151C Building Project in the Dallesport Industrial Park, Dallesport, Washington.

Bid

Publication Date(s): September 14, 2020
Printing Fee: By Contractor
Available: September 14, 2020 at 2:00pm
Closing: October 7, 2020 at 2:00pm
Opening: October 7, 2020 at 2:05pm

Pre-Bid Conference

Type: non-mandatory
Location: 151 S Parallel Ave, Dallesport, WA
Date: September 22, 2020 at 2:00pm

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS

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Section 00 01 15 – LIST OF DRAWING SHEETS

1 GENERAL

1.1 Summary

- 1.1.A The following drawings are a part of the Contract Documents. For Contract Documents available electronically, one or more of the sheets listed below may be provided in a separate file.

<u>Sheet No.</u>	<u>Drawing Title</u>
G0.01	Cover Sheet
G0.02	Abbreviations/Symbols/General Notes
G1.10	Code Analysis Sheet
C0.00	Civil Cover Sheet
C0.01	General Civil Notes and Legend
C1.00	Existing Conditions and Demolition Plan
C1.10	Overall Site Plan
C1.11	Site Plan
C1.20	Grading Plan
C1.30	Storm Water Plan
C1.31	Water and Sanitary Plan
C1.40	Erosion and Sediment Control Plan
C1.41	Erosion and Sediment Control Details
C5.10	Site Details
C5.11	Site Details
C5.12	Site Details
L1.00	Notes and Plant Schedule
L1.10	Landscape Plan (Reference Only)
L1.11	Landscape Plan (Reference Only)
L5.11	Details
S0.00	Structural General Notes
S0.01	Structural General Notes
S0.10	Typical Details
S0.20	Typical Interior Light Gage Steel Details
S0.21	Typical Interior Light Gage Steel Details
S0.22	Typical Interior Light Gage Steel Details
S1.10	Foundation Plan
A0.01	General Architectural notes, symbols and abbreviations
A0.02	Fixture Mounting Heights, Accessibility Clearances
A1.10	Floor Plan and Roof Plan
A2.10	Elevations
A2.10A	Elevations (Alternate)
A4.10	Enlarged Office and Reflected Ceiling Plans
A5.20	Details
A6.10	Schedules and MEPF General Specifications

2 **PRODUCTS** (not used)

3 **EXECUTION** (not used)

End of Section 00 01 15

Section 00 11 16 – **INVITATION TO BID**

Sealed bids for the DIP 151C Building Project will be received by the Executive Director of Klickitat County Port District No. 1, Bingen, Washington, up to the hour of 2:00 PM on October 7, 2020 and publicly opened and read aloud at 2:05 PM on October 7, 2020 in the Port of Klickitat Administrative Offices located at 154 E Bingen Point Way Ste. A; Bingen, WA 98605 to:

Provide all labor, materials, tools, and equipment and perform all work and related activities for the construction, grading, utilities, site work, design-build for one 5,000 SF pre-engineered metal building and all appurtenant work to complete the 2020-02 DIP 151C Building Project in the Dallesport Industrial Park, Dallesport, Washington.

Bid documents and specifications for this project may be obtained on or after the hour of 2:00 PM on September 14, 2020 at the Port of Klickitat's web site (www.portofklickitat.com). Bid documents obtained from the Port's web site or requested from the Port via electronic mail (e-mail) are free. General Contractors to coordinate all printing of documents.

A non-mandatory pre-bid conference will be held at 2:00 PM on September 22, 2020 at project site, 151 S Parallel Ave, Dallesport, WA.

All bids shall be addressed to the attention of the Executive Director, Port of Klickitat, 154 E Bingen Point Way Ste. A; Bingen, WA 98605 and placed in a sealed envelope that clearly identifies the project ID, project title, and the name of the bidder. Each bid must be accompanied by a certified check, cashier's check, or bid bond in an amount equal to five percent (5%) of the bid price without condition or limitation.

No bidder may withdraw his/her bid after the hour set for the opening thereof unless the award of contract is delayed for a period exceeding sixty (60) days. The Port of Klickitat reserves the right to reject all bids submitted and waive any informalities or irregularities in any bid. The Port of Klickitat is an equal opportunity and affirmative action employer and encourages minority and women's business enterprises to participate.

Marc Thornsby, Executive Director

Published September 14, 2020 to:
Port District web site

End of Section 00 11 16

Section 00 21 13 – INSTRUCTIONS TO BIDDERS

1 General

1.1 Addenda

- 1.1.A It is the bidder's responsibility to ensure that it has reviewed all addenda issued for the Invitation to Bid.
- 1.1.B If bidder shall fail to acknowledge, on its bid form, all addenda issued for the Invitation to Bid, its bid will be deemed non-responsive.

1.2 Collusive Bidding

- 1.2.A The bidder certifies that its bid is made without prior knowledge of competitive prices, without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same project, and without outside control, collusion, fraud or otherwise illegal action.
- 1.2.B If the Port determines that collusion has occurred among two or more of the bidders, the bids of the participants in such collusion will be disqualified and excluded from consideration. The Port's determination of collusion shall be final.

1.3 Assignment of Funds

- 1.3.A No assignment by the Bidder of the funds to be received will be recognized or permitted unless the assignment has received written approval of the Port and the Bidder's surety.

1.4 Award or Rejection of Bids

- 1.4.A The contract will be awarded to the lowest responsive bidder complying with the provisions of this Invitation to Bid. However, to the extent permitted by law, the Port reserves the right to reject any or all bids and to waive any informality in the bids received when such rejection or waiver is in the best interests of the Port.
- 1.4.B The Total Base Bid price (or the sum of the Total Base Bid price, the Total Additive price, and/or the Total Deductive price) will be used to determine the lowest bidder.

1.5 Bid Closing

- 1.5.A Sealed bids will be received by the Executive Director of Klickitat County Port District No. 1, Bingen, Washington, up to the hour of 2:00 PM on October 7, 2020. No bid shall be received or considered after this closing time.

1.6 Bid Documents

- 1.6.A The Bid Documents are comprised of the Bid Proposal, Bid Bond form, Unit Prices, Certification of Compliance with Wage Payment Statutes and Non-Collusion Affidavit as provided in this document as well as a Statement of Experience (if required).

1.7 Bid Errors

- 1.7.A The Contractor may not claim a bid error or mistake as a basis for recovery of its deposit or as a defense to any action for its failure to execute a contract. Pursuant to RCW 39.04.107, a low bidder on a public works project who claims error and fails to enter into a contract is prohibited from bidding on the same project if a second or subsequent call for bids is made for the project.

1.8 Bid Modification

- 1.8.A The Contractor shall be allowed to modify its bid prior to the scheduled closing of the bids. No modification will be allowed subsequent to the published time for closing of the bids.

1.9 Bid Opening

- 1.9.A Bids will be publicly opened at 2:05 PM on October 7, 2020 in the Port of Klickitat Administrative Offices located at 154 E Bingen Point Way Ste. A; Bingen, WA 98605. Bidders may be present at the opening of the bids.

1.10 Bid Proposal

- 1.10.A Bidders are required to respond using the blank Bid Documents contained in this document. The Bid Documents shall be assembled and in good order and Bidders may make copies of the Bid Documents for their own files. **Bidders are strongly advised to read all pages of this document.** Failure to read and understand the requirements contained herein shall not be grounds for any breach of said requirements.

1.11 Bid Security

- 1.11.A Bids shall be accompanied by a certified check, cashier's check, or other direct obligation of a bank, payable to the order of the "Klickitat County Port District No. 1", or an approved bid bond in the form included in these Contract Documents, in an amount of not less than five percent (5%) of the amount of the total bid price.
- 1.11.B Bids not accompanied by such check or approved bid bond in the form included in the Contract Documents shall be deemed non-responsive.
- 1.11.C Bid bonds shall be executed by a bonding company that satisfies the following requirements:
- 1.11.C.1 It must have a sound financial standing and a record of service satisfactory to the Port;
 - 1.11.C.2 It must be authorized to do business in the State of Washington;
 - 1.11.C.3 It shall be named on the current list of approved surety companies acceptable on federal bonds;
 - 1.11.C.4 It must conform with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and U. S. Treasury Department; and
 - 1.11.C.5 It shall carry an "A" rating and be of the appropriate class for the bond amount as described in A.M. Best's rating system.
- 1.11.D The amount of the bid bond shall be forfeited to, and become the property of, the Port in the event the selected bidder fails to enter into the Contract in accordance with its bid and furnish the required surety bonds within ten (10) calendar days from the date of the Notice of Award.
- 1.11.E Checks will be returned, or receipt for bid bonds given to unsuccessful bidders, after the execution of the Contract. A certified check, cashier's check, or other direct obligation of a bank must be enclosed in the envelope containing the proposal.

1.12 Bid Withdrawal

- 1.1.A The bidder may withdraw its bid prior to the Bid Submission Deadline established in these Contract Documents. The bidder may not withdraw its bid at, or subsequent to, the published Bid Closing time.

1.13 Officers not to Benefit

- 1.13.A Upon signing this bid, the bidder certifies that no member of the governing body of the Port, or members of his/her immediate family, including spouse, parents or children, or any other officer or employees of the Port controlled or appointed by the Port's Executive Director, has received or has been promised, directly or indirectly, any financial benefit by way of fee, commission, finder's fee or in any other manner, remuneration arising from or directly or indirectly related to this contract; and that upon request by the Port District, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into, where it is discovered that violation of the

intent of this provision exists, may be declared null and void and all monies received by the Contractor must be returned to the Klickitat County Port District No. 1.

1.14 Pricing and Escalation

- 1.1.A The bid must be priced as called for in the Contract Documents.
- 1.1.B All prices on the bid form shall be in U.S. dollars.
- 1.1.C A unit price shall be submitted for each item of the Work plus an extension thereof and the total Contract Sum.
- 1.1.D The prices on the bid form shall include everything necessary for the prosecution and completion of the Work in accordance with the Contract Documents including, but not limited to, furnishing all materials, equipment, tools, transportation, plant and other facilities, and all management, superintendence, labor and services, and field design, except as may be otherwise stipulated in the Contract Documents.
- 1.1.E The prices on the bid form shall be firm. Escalation is not permitted.

1.15 Qualifications of Bidder

- 1.15.A Each bidder must submit a statement of work experience, general ability to perform the work under this contract, and equipment available to perform this work. The bidder will be required to be the primary contractor and equipment installer for a minimum of forty-five percent (45%) of this contract. This requirement will be considered in the award of the contract.

1.16 Registration, Insurance, and Bonds

- 1.16.A All contractors are required to be locally licensed, have a state contractors license, and accounts with the Departments of Revenue and Labor and Industries agencies. Under certain circumstances some or all of the following may be required. The successful bidder shall be subject to the following requirements:
 - 1.16.A.1 A written contract executed by the successful bidder including evidence of registration of the contractor and any sub-contractors.
 - 1.16.A.2 Washington State Contractors Business License. (Unified Business Account Number).
 - 1.16.A.3 Prevailing wage statements and affidavits in accordance with Chapter 39.12 RCW.
 - 1.16.A.4 Performance and payment bond executed by the successful bidder and his or her surety company.
 - 1.16.A.5 Certificates of Insurance.
 - 1.16.A.6 Bid Bond.
 - 1.16.A.7 Required permits necessary to perform the work are for the contractors account.

1.17 Responsive Bidder

- 1.17.A In determining a responsive bidder, the following qualifications will be considered by the Port District.
 - 1.17.A.1 The ability, capacity and skill of the bidder to perform the service required within the specified time.
 - 1.17.A.2 The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - 1.17.A.3 The quality of performance of previous contracts or services.
 - 1.17.A.4 The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts and to the bidders employment practices.
 - 1.17.A.5 The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services.
 - 1.17.A.6 The quality, availability and adaptability of the supplies, or contractual services, to the particular use required.

- 1.17.A.7 Whether the bidder is in arrears to the Port, in debt on contract or is a defaulter on surety to the Port or whether the bidder's taxes or assessments are delinquent.
- 1.17.A.8 Such other information as may be secured by the Port having a bearing on the decision to recommend the award.
- 1.17.A.9 Should a bid be obviously unbalanced.

1.18 Return Address Envelope

1.18.A Bids must be made using the forms provided in this document. They must not be detached from the Contract Documents. The entire package must be assembled and in good order, placed in a sealed envelope marked only as, "Project 2020-02 – DIP 151C Building Project", and enclosed in another envelope addressed to Port of Klickitat; 154 E Bingen Point Way Ste. A; Bingen, WA 98605.

1.19 Subcontracting

1.19.A Bidder is encouraged to use small, minority-owned, and women-owned businesses as subcontractors and/or suppliers.

1.20 Surety Bond

1.20.A Upon acceptance of the bid by the Port Commission, the successful bidder will be notified that it has been awarded the Contract for the Work bid upon by it. Within ten (10) days from the date of award, the successful bidder shall enter into the Contract with the Klickitat County Port District No. 1, and shall, upon the signing of said Contract, furnish to the Port District fully executed surety performance and payment bonds in the forms included in the Contract Documents, conditioned upon the full, complete and faithful performance of all the terms and conditions of said contract and payment for all materials, labor and applicable taxes. Each bond shall be executed by a bonding company that satisfies the following requirements:

- 1.20.A.1 It must have a sound financial standing and a record of service satisfactory to the Port;
- 1.20.A.2 It must be authorized to do business in the State of Washington;
- 1.20.A.3 It shall be named on the current list of approved surety companies acceptable on federal bonds;
- 1.20.A.4 It must conform with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and U. S. Treasury Department; and
- 1.20.A.5 It shall carry an "Excellent" (A-) or better rating and be of the appropriate class for the bond amount as described in A. M. Best's rating system.

Each bond shall be in an amount equal to the full amount of the contract plus Washington State Sales Tax.

1.21 Vendor Agent

1.1.A A bid or proposal by a person who affixes to his or her signature the word "President", "Secretary", "Agent", or other designation, without disclosing his or her principal, will be considered the proposal of the individual. A bid by a corporation shall be signed with the name of the corporation, followed by the signature of the President, Secretary or other officer authorized to bind the corporation in the matter, with evidence of his or her authority to do so. An impression of the corporation seal must appear upon bids submitted by the corporation. That a bid by a partnership or firm should be signed by a partner, owner, or agent of the partnership or firm, below the name of the partnership or firm, and listing the names of the members of the firm. Any person signing the proposal as agent for another or others must file with it legal evidence of his or her authority to do so.

1.22 Equivalents and Substitutions

1.22.A Bids shall be based only on the use of those items named in the specifications, if any, or approved equivalents or substitutions. When named, specific items may be required to address operating or maintenance issues and bidders should not assume approval of an equivalent or substitution in the absence of written approval.

- 1.22.B Requests for approval of an equivalent or substitution may be submitted by bidders only. Subcontractors and suppliers are not permitted to make such requests. Approval of any requested equivalent or substitution is at the sole discretion of the Port and shall be made only by an addendum to these Contract Documents.

2 PRODUCTS (not used)

3 EXECUTION

3.1 Addenda

- 3.1.A The bidder shall acknowledge, on its bid form, all issued addenda for the Contract Documents.
- 3.1.B Addenda shall be posted to the Port's web site in the same location as the Contract Documents and sent in the same persons in the same manner and to the same locations as the Invitation to Bid.

3.2 Ambiguities and Clarifications

- 3.2.A Requests for interpretation or clarification of, or to report ambiguities in, any portion of the Contract Documents shall be made in writing and sent to port@portofklickitat.com via electronic mail no less than four (4) business days before the bid submittal deadline. Interpretations, supplemental instructions, clarifications, and other answers shall be issued only in the form of written addenda. All addenda shall become part of the Contract Documents and any subsequently awarded contract.

3.3 Agency

- 3.3.A If the person signing the bid shall do so as agent for another, s/he shall submit with the bid legal evidence of his/her authority to do so.

3.4 Collusive Bidding

- 3.4.A The bidder shall include in its bid an executed Non-Collusion Affidavit in the form provided in these Contract Documents.

3.5 Contract Documents

- 3.5.A The Bidder shall examine the Contract Documents and any other information, drawings, or plans made available and shall comply with all instructions and provisions contained therein.
- 3.5.B The bidder shall comply with all instructions and provisions of the Contract Documents.
- 3.5.C If the bidder shall find any condition that appears to be in conflict with the Contract Documents or with any other information, drawings, or plans made available to the bidder, the bidder shall promptly notify the Port of the conflict in writing.

3.6 Bid Submittal

- 1.1.A The Bid Documents shall be enclosed in a sealed envelope marked with the project ID and name and addressed to the Port of Klickitat.
- 1.1.B The Bid Documents must be received by the Port on or before the submittal deadline specified herein. The clock in the conference room of the Port office identified as "Official Port Time" shall be used in determining the timeliness of all bid submittals.
- 1.1.C The Bid shall include the Bid Security.
- 1.1.D If the Bidder employs persons in Washington State, the Bidder must have an employment security reference number as required in compliance with Title 50 RCW (apps.leg.wa.gov/rcw/default.aspx?cite=50).
- 1.1.E The Bid and associated documents shall be delivered in paper form. Delivery of the Bid via electronic mail (e-mail), telephone, telegraph, or telefacsimile is not permitted.

3.7 Bid Protest

- 1.1.A All bid protests shall be made in writing and addressed to the Port of Klickitat; 154 E Bingen Point Way Ste. A; Bingen, WA 98605.
- 1.1.B The Bidder must submit any protest regarding this project to the Port no later than two full business days following bid opening as required under RCW 39.04.105 (apps.leg.wa.gov/rcw/default.aspx?cite=39.04.105).
- 1.1.C All bid protests shall include:
 - 3.7.A.1 Name, address, and phone number of the protesting bidder or its representative;
 - 3.7.A.2 Project ID and name described in these Contract Documents;
 - 3.7.A.3 A detailed description of the specific grounds for protest and any supporting documentation. It is the responsibility of the protesting bidder to provide any subsequently discovered documents prior to the Port's decision.
 - 3.7.A.4 The specific resolution or relief requested;
- 1.1.D A contract will not be awarded pending resolution of the protest except in those cases where the Port's Executive Director determines, in writing, that such award is justified by exigent circumstances. Any such determination will be provided to any protesting bidder no less than two business days prior to award so as to permit the pursuit of judicial recourse.
- 1.1.E Strict compliance with the protest procedures described in this Section is necessary to protect the public interest. Any protesting bidder that fails to comply with these protest procedures is deemed to have waived any claim with respect to alleged irregularities in connection with the invitation to bid or contract award.
- 1.1.F The bidder may not pursue any judicial or administrative proceeding challenging the invitation to bid or contract award unless it has first performed the procedures, and exhausted the remedies, specified in these Contract Documents.

3.8 Claim of Error

- 1.1.A The Bidder may claim an error in its Bid by submitting to the Port supporting evidence, including but not limited to cost breakdown sheets, and any other supporting documentation requested by the Port, within twenty-four (24) hours of bid opening. In the event the Bidder demonstrates an error in the Bid to the Port's satisfaction, the Port may allow the Bidder to withdraw its bid. A low bidder who claims error and fails to enter into a contract is prohibited from bidding on the same project if a subsequent Invitation to Bid is issued for that project, pursuant to RCW 39.04.107.

3.9 Equivalent and Substitutions

- 1.1.A Requests for approval of an equivalent or substitution shall be submitted to the Port no less than ten (10) calendar days prior to the bid submittal deadline and shall include complete descriptions, technical data, and performance records.

3.10 Evaluation

- 1.1.A The Port will evaluate all bids submitted by responsible bidders to determine which bid is the lowest responsive bid.

3.11 Inspection of Work Site

- 3.11.A The bidder shall inspect and compare the work site and Contract Documents to evaluate the location of the Work, the actual physical conditions of the site, and the surface and subsurface conditions generally recognized as inherent in the Work. The bidder shall obtain written permission from the Port prior to entering the work site or conducting physical testing of the work site, except for attendance during any scheduled pre-bid meeting.

3.12 **Subcontracting**

3.12.A Pursuant to RCW 39.30.060, for any bid in excess of one million dollars (\$1,000,000), Bidder shall submit with its Bid the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in Chapter 18.106 RCW (apps.leg.wa.gov/rcw/default.aspx?cite=18.106), and electrical as described in Chapter 19.28 RCW (apps.leg.wa.gov/rcw/default.aspx?cite=19.28), or to name itself for the Work. The Bidder shall not list more than one subcontractor for each category of work identified unless subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate. Failure to name such subcontractors shall render the Bidder's bid non-responsive and, therefore, void.

End of Section 00 21 13

Section 00 25 13 – **PRE-BID MEETINGS** _____

1 GENERAL

1.1 Summary

1.1.A A non-mandatory pre-bid meeting is scheduled for 2:00 PM on September 22, 2020 at 151 D Parallel Ave, Dallesport, WA. Prospective bidders are strongly encouraged to attend non-mandatory pre-bid meetings.

1.1.B Failure by a bidder to attend any mandatory pre-bid meeting will render the bidders bid “non-responsive”.

1.1.C Subcontractors and suppliers may attend pre-bid meetings.

2 PRODUCTS (not used)

3 EXECUTION

3.1 Attendance

3.1.A Prospective bidders, subcontractors, and suppliers attending the pre-bid meeting shall be present at the location and address at the time specified as set forth in this Section.

3.1.B Attendees should review any information and safety precautions for hazardous materials as may be described in these Contract Documents to determine for themselves appropriate protective clothing or equipment.

3.1.C By attending any pre-bid meeting, attendees agree to indemnify and hold the Port harmless from any and all claims of personal injury arising from their participation in the pre-bid meeting including site visits, if any.

End of Section 00 25 13

Section 00 31 26 – **EXISTING HAZARDOUS MATERIAL INFORMATION** _____

1 GENERAL

1.1 Summary

1.1.A This Section provides the notification required for disclosure of asbestos, lead-containing, or other hazardous materials.

1.2 Hazardous Materials Notice

1.1.A The Port has no evidence that any asbestos, lead-containing, or other hazardous materials will be disturbed by the Work.

2 PRODUCTS (not used)

3 EXECUTION

3.1 Discovery

- 1.1.A If the Contractor encounters material suspected of containing lead or asbestos, the Contractor shall stop work and immediately notify the Port and Engineer.
- 1.1.B Upon notice by the Contractor, Port shall notify the various governmental and regulatory agencies concerned with the presence of potentially contaminated materials, if warranted.
- 1.1.C Port may suspend work in the vicinity of any potentially contaminated material.

3.2 Testing

- 1.1.A Upon notice by the Contractor, the Port shall determine, in conjunction with the Engineer and any governmental and/or regulatory agencies, if further testing is necessary to determine the nature of the materials involved and, if so, to conduct same at its expense.

3.3 Management

- 1.1.A The actual procedures used in resuming the Work shall depend upon the nature and extent of the potentially contaminated material. Such procedures may include, but are not limited to, the following:
 - 3.3.A.1 Resumption of the Work as before the suspension
 - 3.3.A.2 Relocation of the Contractor's operations to another portion of the Work until measures to eliminate any hazardous conditions are developed and approved by the appropriate regulatory agencies
 - 3.3.A.3 Treatment and/or disposal of the contaminated material in an approved manner
 - 3.3.A.4 Modification or termination of this Contract

End of Section 00 31 26

Section 00 41 13 – **BID FORM**

The undersigned Bidder hereby declares that s/he has read the Invitation to Bid and the plans, specifications, and drawings provided, understands the conditions described therein, and has determined all situations affecting the goods and services it is bidding upon.

The undersigned Bidder proposes and agrees, if its bid is accepted, to provide all goods and services, at his/her own expense, according to the plans, specifications, contract, and the instructions of the Port of Klickitat, to furnish the goods and services within the time stated, and to complete the work for the following prices:

Additive bid items:

DIP 151C Building Project

_____ Dollars (\$_____)

Deductive bid items:

Not Applicable

This work under the contract shall be fully completed by the date of completion declared in this proposal for the total bid amount of:

Total Base Bid:

_____ Dollars (\$_____)

Total Additive Bid (if specified above)

_____ Dollars (\$_____)

Total Deductive Bid (if specified above)

_____ Dollars (\$_____)

State Sales Tax: The above bid does not include state or local retail sales tax.

Estimated WA State Sales Tax Due on Total Bid (at current rate of 7%):

_____ Dollars (\$

_____)

The work under this Contract shall be fully completed no later than **March 31, 2021** for the total bid amount stated above. Time is of the essence in completing this project on or before the stated completion time and will be an important consideration in the final award of this contract.

Please also find herewith enclosed with this proposal our deposit in the form of a certified check, cashier's check or bid bond for the amount of \$ _____, which is not less than five percent (5%) of the combined total or lump sum of this bid.

NAME OF BIDDER (Firm)

SIGNATURE OF AUTHORIZED OFFICIAL

PHYSICAL ADDRESS

AUTHORIZED OFFICIAL (PRINT)

CITY / STATE / ZIP CODE

TITLE

TELEPHONE NO.

DATE OF SUBMITTAL

FAX NO.

BUSINESS LICENSE NO. AND EXPIRATION DATE

Notes:

- 1. If bidder is a partnership or a d/b/a, so state, giving firm name under which business is transacted.
- 2. If bidder is a corporation, this proposal must be executed by its duly authorized officials.
- 3. If bidder is a joint venture, so state, giving both firm names under which business is transacted.
- 5. The Port reserves the right to adjust the scope of this work to match the available funding.

Addendum Acknowledgment

The bidder hereby acknowledges receipt of the following numbered addenda to the specifications and/or plans. (Failure to acknowledge receipt of addenda, as applicable, may be considered as a serious irregularity in this proposal and a basis for rejecting the proposal.)

<u>ADDENDUM NO.</u>	<u>DATE OF RECEIPT</u>	<u>ACKNOWLEDGMENT</u>
_____	_____	_____ (Signature)
_____	_____	_____ (Signature)
_____	_____	_____ (Signature)

Surety

If the bidder is awarded the Contract, the surety or sureties who will provide the bonds for the faithful performance of the Contract and for the payment for all materials, labor and taxes, will be as follows:

<u>SURETY</u>	<u>ADDRESS</u>
1. _____	_____
2. _____	_____

End of Section 00 41 13

Section 00 43 13 – **BID BOND FORM**

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, a corporation organized and existing under and by virtue of the laws of the State of _____, duly authorized to do surety business in the State of Washington and named on the current list of approved "Surety Companies Acceptable in Federal Bonds" and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U. S. Treasury Department and carrying an "A" rating and being of the appropriate class for the bond amount as determined by A.M. Best's Rating System, are held and firmly bound unto the **Klickitat County Port District No. 1**, as Obligee, in the penal sum of _____ (\$_____) Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for furnishing all labor, materials, equipment and supervision according to the terms of the proposal or bid made by the Principal, the Principal shall duly make and enter into a contract with the Obliges in accordance with the terms of said proposal or bid award and shall give bond on the required forms for the faithful performance thereof and for the payment for all materials, labor and taxes, with Surety or sureties approved by the obligee; or, if the Principal shall, in case of failure so to do , pay and forfeit to the obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the obligee, as liquidated damages, the amount of this bond.

The Surety, for value received, hereby stipulates and agrees, that the obligation of said Surety and this bond shall be in no way impaired or affected by any extension of the time within which the Klickitat County Port District No. 1 may accept such bid, and said Surety does hereby waive notice of any such extension.

If more than one Surety is on this bond, each Surety hereby agrees that it is jointly and severally liable for the full amount of all obligations on this bond.

Signed, Sealed and Dated this _____ day of _____, _____.

By: _____ (Principal)

By: _____ (Surety)

AGENT INFORMATION

Name: _____

Street: _____

City / State / Zip: _____

Telephone: _____

Note: Bidder may submit Surety's bid bond form provided it is made out in the name of the Klickitat County Port District No. 1 and that the agent's name and address appear as specified.

End of Section 00 43 13

Section 00 43 22 – **UNIT PRICES**

The undersigned bidder proposes and agrees, if its bid is accepted, to furnish the goods and services for the following prices:

BASE BID

Item No.	Spec Section	Item Description	Amount \$/¢	Subcontractor/Supplier
1	Div 00 and 01	General Requirements		
2	Div 03	Concrete		
3	Div 06	Rough Carpentry		
4	07 90 05	Joint Sealers		
5	08 11 13	Hollow Metal Doors and Frames		
6	08 14 16	Flush Wood Doors (Interior)		
7	08 36 13	Overhead Sectional Doors		
8	08 43 13	Metal Framed Entrances and Storefronts		
9	08 71 00	Door Hardware		
10	08 80 00	Glazing		
11	09 21 16	Gypsum Board Assemblies		
12	09 22 16	Non Structural Metal Framing		
13	09 90 00	Painting and Coating		
14	Div 13	Metal Building Systems		
15	Div 22	Plumbing (Design Build)		
16	Div 23	HVAC (Design Build)		
17	Div 26	Electrical (Design Build)		
18	31 10 00	Site Clearing		
19	31 22 13	Rough Grading, Excavation		
20	32 13 13	Site Concrete		
21	32 17 13	Parking Bumpers		
22	32 17 23.13	Painted Pavement Markings		
23	32 84 23	Design Build Irrigation		
24	32 93 00	Plants		
25	33 05 13	Manholes and Structures		
26	33 11 16	Site Water Utility Distribution Piping		
27	33 31 11	Site Sanitary Utility Sewerage Piping		
28	33 41 11	Site Storm Utility Drainage Piping		
Subtotal (Before State Sales Tax) =			\$	
State Sales Tax =			\$	
Bond			\$	
Contractor's Fee and Insurance			\$	
Total Cost to Port of Klickitat =			\$	
Total Cost in Words:				

NAME OF BIDDER (Firm)

SIGNATURE OF AUTHORIZED OFFICIAL

PHYSICAL ADDRESS

AUTHORIZED OFFICIAL (PRINT)

CITY / STATE / ZIP CODE

TITLE

TELEPHONE NO.

DATE OF SUBMITTAL

End of Section 00 43 22

Section 00 45 13 – RESPONSIBLE BIDDER REQUIREMENTS

1 GENERAL

1.1 Summary

- 1.1.A Under RCW 39.04.350 (apps.leg.wa.gov/rcw/default.aspx?cite=39.04.350), all bidders must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded the project. Failure to meet these requirements will result in disqualification of the Bidder.

1.2 Requirements

- 1.1.A If the Work shall include constructing, altering, repairing, improving, moving, or demolishing any building, road, railroad, excavation or other structure, development, or other improvement attached to real estate (including installing carpet and other floor covering, erecting scaffolding or other structures, installing or repairing roofing or siding, removing trees, and installing cabinets), the Bidder must be a registered contractor in Washington State in compliance with Chapter 18.27 RCW (apps.leg.wa.gov/rcw/default.aspx?cite=18.27) at the time of bid submittal and such registration shall be “active” as reported by the Wash. Dept. of Labor and Industries web site (fortress.wa.gov/lni/bbip/Search.aspx);
- 1.1.B The Bidder must have a unified business identifier (UBI) number in compliance with WAC 458-20-101 (apps.leg.wa.gov/wac/default.aspx?cite=458-20-101) and its business license shall be “active” as reported by the Wash. Business Licensing Service web site (bls.dor.wa.gov/LicenseSearch);
- 1.1.C If the Bidder employs persons in Washington State, the Bidder must have an employment security reference number as required in compliance with Title 50 RCW (apps.leg.wa.gov/rcw/default.aspx?cite=50);
- 1.1.D If the Bidder employs persons in Washington State, the Bidder must have industrial insurance coverage in compliance with Title 51 RCW (apps.leg.wa.gov/rcw/default.aspx?cite=51) and its account shall be “current” as reported by the Wash. Dept. of Labor and Industries web site (<https://fortress.wa.gov/lni/crpsi>);
- 1.1.E The Bidder must have a state excise tax registration number as required under Title 82 RCW (apps.leg.wa.gov/rcw/default.aspx?cite=82) and its account shall be “open” as reported by the Wash. Dept. of Revenue web site (dor.wa.gov/content/doingbusiness/registermybusiness/brd);
- 1.1.F The bidder must not be disqualified from bidding on any public works contract under RCW 39.06.010 (apps.leg.wa.gov/rcw/default.aspx?cite=39.06.010) or RCW 29.12.065 (apps.leg.wa.gov/rcw/default.aspx?cite=39.12.065) as reported by the Wash. Dept. of Labor and Industries web site (www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors); and
- 1.1.G If the total bid amount is one million dollars (\$1,000,000) or more, the bidder must not have been found out of compliance by the Washington State Apprenticeship and Training Council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under Chapter 49.04 RCW (apps.leg.wa.gov/rcw/default.aspx?cite=49.04) for the one-year period immediately preceding the date of the bid solicitation.

2 PRODUCTS (not used)

3 EXECUTION (not used)

End of Section 00 45 13

Section 00 45 19 – **NON-COLLUSION AFFIDAVIT**

I, the undersigned, having submitted a Bid for Project 2020-02, do hereby swear or affirm that:

- Said Bid is genuine and is not a collusive or sham Bid or made in the interest or on behalf of any person not therein named; and
- Neither said Bidder nor any of its officers, partners, owners, sub-contractors, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement, collusion, communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix the overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement an advantage over or against the Port of Klickitat or any other bidder or bidders; and
- No member of the Port Commission or any other officer or employee of the Port of Klickitat is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and
- The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest.

BIDDER	SIGNATURE OF AUTHORIZED OFFICIAL
ADDRESS	NAME OF AUTHORIZED OFFICIAL
CITY, STATE, ZIP	TITLE OF AUTHORIZED OFFICIAL

STATE OF _____)
) ss.
 COUNTY OF _____)

On this _____ day of _____, _____, before me the undersigned, a Notary Public in and for the State of _____, personally appeared _____, personally known to me to be the individual described in and who executed this document, and acknowledged to me that s/he signed the same freely and voluntarily for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my seal the day and year last written above.

 Notary Public in and for the State of _____
 My appointment expires _____

End of Section 00 45 19

Section 00 45 46 – **GOVERNMENTAL CERTIFICATIONS**

The bidder hereby certifies that it is not currently, nor has it been within the three-year period immediately preceding the bid solicitation date (PublishedDate), a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

BIDDER

SIGNATURE OF AUTHORIZED OFFICIAL

ADDRESS

NAME OF AUTHORIZED OFFICIAL

CITY, STATE, ZIP

TITLE OF AUTHORIZED OFFICIAL

Company Type: Sole Proprietorship Partnership Joint Venture Corporation

STATE OF FORMATION OR INCORPORATION

NAME OF BUSINESS (IF PARTNERSHIP)

** If bidder is a corporation, this document must be executed in the corporate name by the president, vice-president, or other corporate officer (if accompanied by evidence of authority to sign). If bidder is a partnership, this document must be executed by a partner.*

End of Section 00 45 46

Section 00 51 00 – **NOTICE OF AWARD**

Port of Klickitat

154 E Bingen Point Way Ste. A
Bingen, WA 98605
509-493-1655

[date]

[company name]
[address]
[city, st zip]

2020-02 – DIP 151C Building Project

After opening the bids received for the project identified above and upon review of the documents and information contained therein, the Port of Klickitat has accepted your Bid for items in the amount of [amount in words (amount in dollars)] plus applicable Washington State sales tax. You are hereby notified that you have been awarded the contract for the subject project as described in the specifications and contract documents provided and any subsequent addenda.

You are required to sign and return the Contract and furnish the Performance Bond, Labor and Materials Payment Bond, Certificate of Insurance, and the Intent to Pay Prevailing Wages within ten (10) calendar days from the date of this Notice. Failure to do so will result in the forfeiture of your Bid Security to the Port of Klickitat and all of your rights with regard to this project will be annulled to the extent allowed by law. Forms and instructions for the Intent to Pay Prevailing Wages can be obtained from the Washington Department of Labor and Industries web site at www.lni.wa.gov (form F700-029-000 as of 2010) and should be filed immediately to avoid any delay in future progress payments (if authorized under the Contract).

Once all of the requirements noted above have been met and a pre-construction meeting has been held with all the parties involved, you will receive a written Notice to Proceed in accordance with the contract provisions. **No payments will be made for any work that may occur before the date of the Notice to Proceed.**

Regards,

Marc Thornsby
Executive Director

CONTRACT
2020-02 – DIP 151C Building Project

THIS AGREEMENT, made and entered into this _____ day of _____, by the between the Klickitat County Port District No. 1, a municipal corporation (hereinafter "**Port**"), and _____ (hereinafter "**Contractor**").

WITNESSETH:

The Contractor agrees to furnish all labor, materials, tools, machinery, and equipment and to perform all work and related activities, including work incidental to same, in accordance with the Contract Documents including the bid proposal, addenda (if any), specifications, plans, additive or deductive alternates (if any), and the instructions of the Port to provide all labor, materials, tools, and equipment and perform all work and related activities for the construction, grading, utilities, site work, design-build for one 5,000 SF pre-engineered metal building and all appurtenant work to complete the 2020-02 DIP 151C Building Project in the Dallesport Industrial Park, Dallesport, Washington and to accept, in full payment thereof, the price set forth in the Contractor's Bid Proposal plus Washington State Sales Tax.

The Contractor agrees to achieve the project-specific milestones identified and complete the Work no later than **March 31, 2021**. The Port will make payments to the Contractor as set forth in the General Conditions of the Contract and as described below:

The Port District or its representative shall review the Contractor's monthly requests for payment to determine the value of the work satisfactorily performed and materials in place, and the Port shall, upon receipt and approval of said written request, pay to the Contractor ninety-five percent (95%) of the amount stated therein. The remaining five percent (5%) shall be retained and held in trust in accordance with 60.20.010 RCW until the final acceptance of the work by the Port. After acceptance of the work by the Port, the Port shall pay the Contractor the amount due it for the work completed as adjusted by any additions or deductions as provided for in the Contract Documents, less the total of all previous payments, plus the amounts retained and held in trust under the terms of the Contract Documents. Before final payment, the Contractor must file all paperwork necessary with the Washington State Departments of Labor and Industries, Revenue, and Employment Security so that releases may be issued to the Port by these agencies. There will be a minimum hold period on the final payment of thirty (30) days after final acceptance by the Port.

The Contractor shall furnish surety bonds to Klickitat County Port District No. 1 in the forms attached hereto, and they shall be conditioned upon the full, complete, and faithful performance of all the terms and conditions of this Contract and payment for all materials and labor and of all applicable taxes. The bonds shall be executed by a bonding company authorized to do business in the State of Washington that meets the requirements stated in the Contract Documents, and the bonds and shall be in an amount equal to the full amount of the Contract, plus Washington State Sales Tax.

The Contractor shall obtain all insurance as required in the Contract Documents attached hereto.

All provisions and requirements of the laws of the State of Washington pertaining to political subdivisions and applicable hereto, including those listed in the Contract Documents, are hereby referred to and incorporated herein as a part of this Contract and as the Contractor's obligations under the terms of this Contract.

In the event the Contractor shall fail to perform the work as required by the Contract Documents, to the approval of the Port District or its representative, and as described in the Contractor's Bid Proposal, or in the event the Contractor shall fail to complete and perform any of the conditions and provisions herein contained, Port shall have the right to declare this Contract terminated and to retain such sums then due

the Contractor hereunder and to relet this Contract to secure the completion thereof and to proceed to enforce any other remedy or remedies permitted by law, as described in the Contract Documents.

The Contractor's Bid Proposal, submitted in answer to the "Invitation to Bid" published by the Port District on September 14, 2020 and the aforesaid Contract Documents shall be and are included as part of this Contract.

If for any reason any provision of the Contract is void or unenforceable, the remaining provisions thereof shall nevertheless remain valid. The void or unenforceable provision shall be replaced by the parties by another provision of a similar economic result. The parties accordingly agree to replace such provisions with the least possible delay by means of a suitable amendment to the Contract whereby any changes in the economic circumstances shall be reflected in the parties' obligations.

EXECUTED this _____ day of _____, _____.

Klickitat County Port District No. 1:

[contractor name]:

Name: Marc Thornsbury
Title: Executive Director
Date: _____

Name: _____
Title: _____
Date: _____

Section 00 52 13 – INDEMNIFICATION ADDENDUM

INDEMNIFICATION ADDENDUM
2020-02 – DIP 151C Building Project

The Contractor hereby assumes all responsibility and liability for any and all damage or injury of any kind (including death resulting therefrom) to all persons and to all property (including loss of use thereof) caused by, resulting from, or arising out of, in whole or in part, the execution of the Work by Contractor and/or Contractor's agents, employees, subcontractors, or anyone directly or indirectly employed by any of these parties or anyone for whose acts they may be liable.

Contractor further agrees to defend, indemnify, and hold the Port harmless from any and all claims, demands, losses, and liabilities of any kind (including death resulting therefrom) to all persons and to all property (including loss of use thereof), whether such claim be based upon the Contractor's and/or its agent's, employee's, or subcontractor's alleged active or passive negligence or participation in the wrong, or upon any alleged breach of any statutory duty or obligation on the part of the Contractor and/or its agents, employees, or subcontractors, from and against any and all loss, expense, damage, or injury that the Port, its agents, employees, or Architect/Engineer and its sub-consultants, may sustain as the result of any such claim, and Contractor agrees to assume on behalf of the Port, its agents, employees, or Architect/Engineer and its sub-consultants the defense of any action at law or equity which may be brought against the Port, its agents, employees, or Architect/Engineer and its sub-consultants upon any such claim and to pay all costs and expenses of whatever nature arising therefrom or in connection therewith; and to pay on behalf of the Port, its agents, employees, or Architect/Engineer and its sub-consultants, upon demand of either, the amount of any judgment that may be entered against the Port, its agents, employees, or Architect/Engineer and its sub-consultants, in such action or suit.

The Contractor's duty to indemnify the Port shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Port, its agents, employees, and/or Architect/Engineer and its sub-consultants. The Contractor's duty to indemnify the Port for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the Contractor or the Contractor's agents or employees and (b) the Port or the Port's agents or employees shall apply only to the extent of negligence of the Contractor or its agents or employees.

The Contractor specifically and expressly waives any immunity that may be granted Contractor under the Washington State Industrial Insurance Act, Title 51 RCW, or its successor. Further, the indemnification obligation under these contract documents shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts (including but not limited to the Washington State Industrial Insurance Act, the Longshoreman's and Harborworker's Act and the Federal Employee's Liability Act), disability benefits acts or other employee benefits acts.

Contractor's duty to defend, indemnify and hold the Port harmless shall include all costs and expenses of whatever nature arising therefrom or in connection therewith, including the Port's personnel related costs, reasonable attorney fees, court costs including attorney fees and court costs on any appeal and all other claim related expenses.

The undersigned hereby certifies that this addendum has been mutually negotiated and executed this _____ day of _____, _____.

Klickitat County Port District No. 1:

[contractor name]:

Name: Marc Thornsby
Title: Executive Director
Date: _____

Name: _____
Title: _____
Date: _____

End Section 00 52 13

Section 00 55 00 – **NOTICE TO PROCEED**

Port of Klickitat

154 E Bingen Point Way Ste. A
Bingen, WA 98605
509-493-1655

[date]

[company name]

[address]

[city, st zip]

2020-02 – DIP 151C Building Project

You are hereby notified to commence work in accordance with the Agreement dated [date of agreement] upon 24 hours notice to the Port. Work is to be completed on or before [date of completion].

Marc Thornsby
Executive Director

--

ACKNOWLEDGEMENT

I, the undersigned, hereby acknowledge that I have received the above Notice to Proceed and shall commence work in accordance with the terms of the contract.

SIGNATURE

NAME (PLEASE PRINT)

TITLE

Section 00 61 13.13 – **PERFORMANCE BOND FORM**

PERFORMANCE BOND
2020-02 – DIP 151C Building Project

*CONTRACTORS MUST USE THIS FORM (NOT A SURETY COMPANY FORM)
AND MUST ATTACH A POWER OF ATTORNEY FOR SURETY SIGNATURES*

KNOW ALL MEN BY THESE PRESENTS:

We the undersigned _____, as PRINCIPAL (hereinafter called "CONTRACTOR"), and _____ (hereinafter called "SURETY"), a corporation organized and existing under and by the virtue of the laws of the State of _____, duly authorized to do surety business in the State of Washington and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and carrying an "A" rating and being of the appropriate class for the bond amount as determined by the Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to the Klickitat County Port District No. 1 hereinafter called "PORT" the amount of _____ (\$ _____) Dollars, lawful money of the United States of America.

Whereas, the Contractor has been awarded a contract with Port, which Contract is attached hereto and made a part hereof, for accomplishing the project described as follows:

Provide all labor, materials, tools, and equipment and perform all work and related activities for the construction, grading, utilities, site work, design-build for one 5,000 SF pre-engineered metal building and all appurtenant work to complete the 2020-02 DIP 151C Building Project in the Dallesport Industrial Park, Dallesport, Washington.

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all of the undertakings, covenants, terms, conditions and agreements of the aforesaid Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Whenever the CONTRACTOR shall be declared by the PORT to be in default under the Contract, the PORT having performed its obligations thereunder, the SURETY may promptly remedy the default, or shall promptly complete the Contract in accordance with its terms and conditions.

PROVIDED, FURTHER, that the said SURETY, for value received, hereby stipulates and agrees that all novations, changes, extensions of time, alterations or additions to the terms of the Contract or the work to be performed thereunder or the specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and said SURETY does hereby waive notice of any such novation, change, extension of time, alteration or addition to the terms of the Contract or the work to be performed thereunder or the specifications accompanying the same. Any such novation, change, extension of time, alteration or addition to the terms of the Contract or the work to be performed thereunder or the specifications accompanying the same shall increase the obligation of the SURETY hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind Contractor and Surety for one (1) year from the date of Final Completion of the Contract, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to, or for the benefit of, any person other than the OWNER or their heirs, executors, successors or assigns, the CONTRACTOR and the SURETY expressly agree that the SURETY is bound by the Arbitration provision in the Contract, and that Port may, at its option, require the SURETY and the CONTRACTOR to participate in the same arbitration proceeding.

If more than one surety is on this bond, each surety hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have set our hands and seals:

Contractor: [contractor name]

Surety: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

End of Section 00 61 13.13

Section 00 61 13.16 – PAYMENT BOND FORM

LABOR AND MATERIAL PAYMENT BOND

ProjectID - ProjectName

*CONTRACTORS MUST USE THIS FORM (NOT A SURETY COMPANY FORM)
AND MUST ATTACH A POWER OF ATTORNEY FOR SURETY SIGNATURES*

KNOW ALL MEN BY THESE PRESENTS:

We the undersigned _____ as PRINCIPAL (hereinafter called "CONTRACTOR"), and _____

_____ (hereinafter called "SURETY"), a corporation organized under and by the virtue of the laws of the State of _____, duly authorized to do surety business in the State of Washington and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and carrying an "A" rating and being of the appropriate class for the bond amount as determined by the A.M. Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to the Klickitat County Port District No. 1, hereinafter called "PORT" the amount of _____ (\$ _____) Dollars, in lawful money of the United States of America.

Whereas, the CONTRACTOR has been awarded a Contract with the PORT, which Contract is attached hereto and made a part hereof, for accomplishing the project described as follows:

Provide all labor, materials, tools, and equipment and perform all work and related activities for the construction, grading, utilities, site work, design-build for one 5,000 SF pre-engineered metal building and all appurtenant work to complete the 2020-02 DIP 151C Building Project in the Dallesport Industrial Park, Dallesport, Washington.

NOW, THEREFORE, if the CONTRACTOR shall promptly make payments to all laborers, mechanics and sub-contractors and materialmen, and all persons who shall supply such person or persons, or sub-contractors, with provisions and supplies for the carrying on of the work of the Contract, including all novations, changes, extensions of time, alterations or additions to the terms of the Contract or the work to be performed thereunder or the specifications accompanying the same, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of the Contract, and for all labor performed in connection with such work whether by sub-contract or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

- 1.1.1 A claimant is defined in RCW Chapter 39.08
2. The CONTRACTOR and the SURETY hereby jointly and severally agree with the PORT and their heirs, executors, successors and assigns that every claimant, as above-defined, who has not been paid in full may sue on this bond for the use of such claimant, prosecute the suit to final judgment in accordance with RCW Chapter 39.08 for such sums as may be justly due the claimant, and have execution thereon. The PORT shall not be liable for the payment of any judgment, costs, expenses or attorney fees of any such suit.

PROVIDED, FURTHER, that the said SURETY, for value received, hereby stipulates and agrees that all novations, changes, extensions of time, alterations or additions to the terms of the Contract or the work to be performed thereunder or the specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and said SURETY does hereby waive notice of any such novation, change, extension of time, alteration or addition to the terms of the Contract or the work to be performed

thereunder or the specifications accompanying the same. Any such novation, change, extension of time, alteration or addition to the terms of the Contract or the work to be performed thereunder or the specifications accompanying the same shall increase the obligation of the SURETY hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the CONTRACTOR and the SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

If more than one surety is on this bond, each surety hereby agrees that it is jointly and severally liable for all obligations on this bond.

IN WITNESS WHEREOF, we have set our hands and seals:

Contractor: [contractor name]

Surety: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

End of Section 00 61 13.16

Section 00 63 63 – **CHANGE ORDER FORM**

Number / Date	
Requester	

Title	
Description	
Reason	

Target Completion	
Timeline Impact	
Cost Impact	

	Port of Klickitat	[contractor]
Agreed On		
Agreed By		
(signature)		

Completed On	
--------------	--

End of Section 00 63 63

1 GENERAL

1.1 Definitions

Addendum or Addenda	A document issued by the Port District prior to the bid closing that modifies or interprets the proposed Contract Documents by corrections, additions, deletions, or clarifications by the use of the written word, graphics, or both.
Alternate Bid	The sum stated in the bid offered by the bidder to be added to or deducted from the base bid for work described as a change in the project. An Alternate Bid may change price, time, scope, materials, or methods of construction.
Alternative Bid	A statement and price submitted by a bidder which accompanies a conforming bid and proposes a different design, procedure, method, product, or material other than that specified and is intended to accomplish the same end result as that required by the contract.
Applicable Law	All federal, state, and local codes, statutes, ordinances, and regulations that apply to the performance of the Work on the Project.
Architect/Engineer	The Person responsible for providing professional design services and construction contract administration for the Project as provided in the Contract Documents. The Architect/Engineer shall be a registered architect, a landscape architect, or a registered professional engineer or surveyor licensed to do business in Washington State.
As-Built Documents	Documents including, but not limited to, Drawings, Addenda, Specifications, executed Change Orders, and other elements of the Contract Documents that the Contractor annotates and otherwise modifies to indicate changes made during the construction process, the location of concealed or buried items, and other information useful to the Port District throughout the life of the completed Project.
Bid	A written proposal to perform a Contract submitted on a completed Bid Form and accompanied by other required documents.
Bid Form	A signed form, furnished with the proposed Contract Documents, that contains the Bidder's Bid and is submitted to the Port District.
Bid Guaranty	A bid bond or other authorized instrument of security submitted with the Bid to provide assurance that the Bidder will execute the Contract Form.
Bidder	A Person that has submitted a Bid.
Certificate of Contract Completion	A form used to document that the Contractor's work is complete and the Contractor has complied with all conditions precedent to final payment and release of retainage. This form may also be used to document partial completion.
Change Order	A document executed by the Port District that modifies the Contract.
Construction Progress Schedule	The critical path schedule for performance of the Contract showing the time for completing the Work within the Contract Time, the planned sequence for performing the various components of the Work, the interrelationship between the activities of the Contractors, the Architect/Engineer, the Port

	District, and the Contractor's resource and cost loading information as periodically updated during the performance of the Work.
Contract	The state of legal obligation entered into by the Port District and the Contractor whereby they agree to an exchange of certain acts, materials, equipment, and services for certain monetary consideration under all the terms and conditions specified in the Contract.
Contract Completion	A Milestone in the progress of any Phase when the Work is completed in accordance with the terms of the Contract Documents and the Contractor has satisfied all of its other obligations under the Contract Documents.
Contract Documents	Collectively, the documents that constitute the substance of the Contract including, but not limited to, Drawings, Specifications, Addenda (if any), General and Supplementary Conditions, Bid Form, and the executed Contract Form, Bid Guaranty, and Change Orders (if any).
Contract Form	The form furnished by the Port District that, when completed and signed by the Contractor and the Port District, evidences entry into the Contract.
Contract Time	The period stipulated in the Contract for performance of the Work, in consecutive calendar days, beginning and ending on the dates established by the Notice to Proceed, including adjustments authorized by executed Change Orders.
Contractor	The individual, partnership, firm, corporation, joint venture, or other entity that is a party to the Contract for the performance of the Work on the Project in accordance with the Contract Documents. The Contractor means the Contractor or his or her authorized representatives.
Defective Work	Work that does not meet the requirements of any applicable statute, rule, regulation, inspection, reference standard, test, or approval, does not conform to the Contract Documents, is damaged prior to the Architect/Engineer's recommendation of final payment, or is defective in workmanship, materials, or equipment during the period of any warranty.
Drawings	Graphic portions of the Contract Documents showing the design, type of construction, location, dimension, and character of the Work to be provided by the Contractor. Generally includes plans, elevations, sections, details, schedules, diagrams, notes, and text.
Final Acceptance	The Port District's acceptance of the Work performed by the Contractor after certification by the Architect/Engineer of Contract Completion.
Final Inspection	The final review of the Work of the Contractor by the Architect/Engineer and/or Port District to determine if issuance of the Certificate of Contract Completion is appropriate.
Furnish	To supply and deliver to the Site, or other specified location, ready for installation or use.
General Conditions	The Port District's standard conditions applicable to all of its projects.
Hazardous Materials	Any material, substance, pollutant, or contaminant that is defined, regulated, referenced, or classified in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Clean Air Act, the Hazardous Materials Transportation Uniform Safety Act, the Toxic Substances Control Act, and any other subsequent applicable law relating to hazardous, toxic, or dangerous wastes or materials.

Liquidated Damages	A sum established in the Contract Documents and to be paid to the Port District due to the Contractor's failure to complete the Work within the Contract Time or any applicable portion of the work on or prior to any Milestone date stated on the Contract Form.
Milestone	A significant date or event in the development of the Work identified in the Contract Documents and illustrated on the Construction Progress Schedule.
Notice to Proceed	A written notice provided by the Port District authorizing the Contractor to proceed with the Work and establishing the dates for commencement and completion of the Work.
Phase	A separation in the Work of the Project by sequence or time intervals.
Port of Klickitat or Port District or The Owner	The duly elected body and members thereof having authority over Klickitat County Port District No. 1, a municipal corporation authorized pursuant to the constitution and statutes of the State of Washington (used synonymously).
Project	The total design and construction for which the Contractor is responsible under the Contract Documents, including all labor, materials and equipment used or incorporated in such construction.
Project Manager	The individual designated by the Port District as its representative.
Provide	Furnish all materials and perform all Work under the Contract in a complete and acceptable manner.
Punch List	A document listing items of the Work requiring correction or completion by the Contractor as a condition precedent to Contract Completion.
Samples	Physical examples, color selection items, field samples, and mock-ups furnished by the Contractor to illustrate the functional and/or aesthetic characteristics of products, materials, equipment, or workmanship.
Shop Drawings	Drawings, diagrams, illustrations, and schedules specifically prepared for the Project and provided by the Contractor, a Sub-contractor, or a Material Supplier to illustrate some portion of the Work. Shop Drawings are <u>not</u> a part of the Contract Documents.
Specifications	Those portions of the Contract Documents consisting of detailed written administrative, procedural, and technical requirements included in Divisions 01 through 49 for the construction of the Work, whether physically on the Drawings or bound in separate volumes, including identification of acceptable materials, methods, equipment, quality, and workmanship.
Sub-contractor	A person or entity that has a direct contract with the Contractor to perform any of the work at the site. The term "Sub-contractor" is referred to throughout the Contract Documents as if singular in number and means the sub-contractor or his or her authorized representative.
Substantial Completion	The date upon which the work can legally be used by the owner for its intended purposes.
Supplementary Conditions	Additions to the General Conditions that describe conditions of the Contract unique to the Project.

Unit Price	The amount stated in the bid as the price or cost for a particular unit of work measured as described within the Contract Documents. The cost includes labor, materials, services, overhead, profit, and associated expenses.
Work	The furnishing of all labor, materials, tools, equipment, supervision, and other incidentals necessary or convenient to successful completion of the project.

2 **PRODUCTS** (not used)

3 **EXECUTION** (not used)

End of Section 00 71 00

Section 00 72 13 – **GENERAL CONDITIONS**

1 **GENERAL**

1.1 **Summary**

- 1.1.A Completed Portions: The Port District shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions as may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time, or both, as may be mutually agreed.
- 1.1.B Construction Means and Methods: The Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences and procedures.
- 1.1.C Equal Opportunity: The Contractor and all sub-contractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, creed, or national origin and the presence of any sensory, mental or physical handicap, and to authorize selections or decisions to be made upon such classification. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. The Contractor and all sub-contractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, sexual orientation or national origin.
- 1.1.D Final Acceptance: Final acceptance of the Work will be made only after all Work provided for in the contract has been completed and accepted by the Port District as set forth in the Specifications of the Contract Documents.
- 1.1.E Governing Law: This Contract shall be governed by the laws of the State of Washington.
- 1.1.F Indemnification: The Contractor hereby agrees to enter into an Indemnification Addendum which shall be part of the Contract between the Contractor and the Port District. The Contractor further agrees to separately sign the Indemnification Addendum and that the Indemnification Addendum is and will be mutually negotiated and agreed to between the Contractor and the Port District. The proposed Indemnification Addendum follows the proposed Contract in these bid documents.
- 1.1.G Location: Port's properties are located in unincorporated Klickitat County.

1.1.H Materials, Labor, and Facilities: Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. The Contractor shall at all times enforce strict discipline and good order among his or her employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

1.1.I Non-conforming Work: If the Contractor should neglect to prosecute the Work properly or to correct faulty Work, or fail to perform any provision of this Contract, the Port, after three (3) days written notice to Contractor, may without prejudice to any other remedy it may have, make good such deficiencies by its own Work or by contracting with others to provide such Work and may deduct the cost thereof from the payment then or thereafter due Contractor.

The contractor shall promptly correct work rejected by the Port Director or known by the Contractor to be defective or failing to conform to the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct Work found to be defective or non-conforming within a period of one year from the date of Substantial Completion of the Work or designated portion thereof, or within such longer period provided by any applicable special or extended warranty in the Contract Documents.

Nothing contained in this provision shall be construed to establish a period of limitations with respect to other obligations of the Contractor under the Contract Documents. The paragraph immediately above relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than correction of the Work.

1.1.J Parking Restrictions: Signs for restricting parking shall be furnished and placed by the Contractor unless otherwise provided in the special provisions. If the parking signs are to be used beyond the confines of the work area such as another street being used as a detour, the signs will be the responsibility of the Contractor. Proper precautions are to be taken to notify surrounding residents, both commercial and residential, where there is danger of property damage.

1.1.K Price Discrepancies: Any discrepancies between the bid unit price and extension shall be resolved in favor of the unit price. Incorrect extensions or totals will be corrected, and the corrected figures will be used in determining the low bidder.

1.1.L Royalties and Licenses: The Contractor shall pay royalties and license fees. The contractor shall defend suits or claims for infringement of patent rights and shall hold the Port District harmless from loss on account thereof, except that the Port District shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the Port District. However, if the Contractor has reason to believe the use of a required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the Port District.

1.1.M Safety Plan: The Contractor, at the Port District's option, shall provide the Port District with a written safety plan before commencement of the work. The Contractor should conduct a weekly safety meeting involving all of his or her employees on the project and such meeting time and place shall be made available to the Port District representative(s). A Port District representative shall be invited to attend such meeting. The Contractor shall, in addition, designate one employee to act as a project safety coordinator.

1.1.N Successors and Assigns: This Contract shall be binding on successors, assigns and legal representatives of and the persons in privity of contract with the Port District and the Contractor. Neither party shall assign, sublet or transfer any interest in this Contract without the written consent of the other party and the surety on the Contractor's bonds.

- 1.1.O Supervision: The Contractor shall keep on the work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Port. The superintendent shall not be changed except with the consent of the Port, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his or her employ. The superintendent shall represent the Contractor in his or her absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Contractor shall give efficient supervision to the work, using his or her best skill and attention.
- 1.1.P Surveys, Permits, and Regulations: Permits and licenses of a temporary nature necessary for the performance of the work shall be secured and paid for by the Contractor. The Owner shall obtain all permits required by the Corps of Engineers, Shoreline Management Act, SEPA, or other state or federal agency permits. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.
- 1.1.Q Tools: Contractor assumes all responsibility for protection against loss of all tools, equipment, materials and supplies usual to the completion of this contract.
- 1.1.R Utilities Cost During Construction: The Contractor shall pay all utility bills (e.g. electric power, telephone, water, etc.) that are associated with the Work until the Work has been accepted by the Port District or the Work is placed into service by the Port District. When only a portion of the Work is placed into service, the Port District will be responsible only for the utility bills for the utilities being used by the Port District. The Contractor shall be responsible for all temporary meters and service connections.

1.2 Claims

- 1.2.A Definition: A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents.
- 1.2.B Deadline: Claims by the Contractor must be made by written notice within 21 calendar days after the occurrence of the event giving rise to such claim, or within 21 days after the Contractor recognizes the conditions giving rise to the claim.
- 1.2.C Diligent Performance: Pending resolution of a claim, including arbitration, the Contractor shall proceed diligently with the performance of the Work in accordance with the current Construction Schedule.

1.3 Contract Documents

- 1.3.A Definition: The Contract Documents are the Bid Documents, Contract, Change Orders, Performance and Payment Bonds, Prevailing Wage Law Affidavit, General Conditions, Supplementary Conditions, and Specifications.
- 1.3.B Conflicts: In the event of conflict between Contract Documents and applicable laws, codes, ordinances, regulations, or orders of any competent authority having jurisdiction over the work or any portion thereof, or in the event of any conflict between such applicable laws, ordinances, regulations, or orders, the most stringent requirements of any of the above shall govern and be considered as a part of this Contract in order to afford the Port the maximum benefits thereof.
- 1.3.C Copies: Upon request of the Contractor, up to four sets of Drawings and Specifications shall be furnished to the Contractor at no charge. Full-size Drawings or reduced-size Drawings (when available) shall be provided. Additional sets may be requested by the Contractor and obtained from the Port District or Architect/Engineer at the cost of reproduction of the sets.

- 1.3.D Order of Precedence: In case of discrepancies, technical specifications shall govern over drawings, larger scale drawings shall govern over smaller scale drawings, and Special Provisions shall govern over General Conditions. Where appearing on drawings, computed dimensions shall govern over scaled dimensions.
- 1.3.E Other Work: Work or material that has not been specifically included in the description of the work, but which is reasonably required to complete the work, shall be furnished by the Contractor as though it had been specifically stated.
- 1.3.F Special Provisions: Conditions or work not covered by the specifications may be described in the Special Provisions and shall be performed by the Contractor in accordance therewith and in accordance with the specifications insofar as applicable, and all costs incurred in the performance thereof are deemed to be included in the contract sum. Work required by the Special Provisions for which a price is not provided shall be considered as incidental to the construction and all costs are deemed to be included in the contract sum.
- 1.3.G Universal Requirement: The Contract Documents are all essential parts of the contract and a requirement occurring in one is binding as though occurring in all. They are intended to be complementary and prescribe and provide for all work required by the contract.

1.4 Disputes

- 1.4.A Arbitration: Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between the Port District and the Contractor arising out of or relating to this Agreement, or the breach thereof, shall be decided by private arbitration in lieu of litigation. The arbitration and the arbitrator's decision shall be binding and non-appealable. If the Port District and the Contractor cannot choose a mutually agreeable arbitrator, either party may petition the Klickitat County Superior Court to assign an arbitrator to hear and decide the matter.

Unless otherwise agreed in writing, the Contractor shall diligently carry on the work and maintain its progress during any arbitration or court proceedings in accordance with the Architect/Engineer's directions, and the Port District shall continue to make payments to the Contractor in accordance with the Contract Documents.

- 1.4.B Attorney's Fees: If a suit, action, interpleader or arbitration is commenced to enforce, interpret, or apply the provisions of this Contract, then the Port District is entitled to its reasonable attorney fees incurred at the trial court level, in any appellate proceeding, or in any arbitration. The amount of such reasonable attorney fees shall be determined by the court or arbitrator in the proceeding.

1.5 Drawings

- 1.5.A Discrepancies: If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawings or in the layout as given by points and instructions, it shall be his or her duty to immediately inform the Port District, in writing, and the Port District shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's sole risk and expense.
- 1.5.B Required on Site: Contractor shall maintain in good order at the Project site one record copy of the drawings, specifications, product data, samples, shop drawings, and Change Orders, marked currently to record changes made during construction. These shall be delivered to the Port District upon completion of the Project and before final payment.
- 1.5.C Ownership: All drawings, specifications, consultants' reports and copies thereof furnished by and to the Port District are its property. They are not to be used on other work and, with the exception of the signed Contract set, are to be returned to Port District at the completion of the work.

1.6 Examination

- 1.6.A Acknowledgement: By executing the contract, the Contractor represents that he or she has carefully examined the site of the proposed work; the bid form; permits, plans, specifications, addenda, and contract. The submission of a bid shall be conclusive evidence that the Contractor represents and acknowledges that he or she has made such examinations and has investigated and is satisfied as to the conditions to be encountered; the character, quantity, quality, and scope of work; the quantities and qualities of materials to be supplied and equipment and labor to be used; and the requirements of the bid form, drawings, and the project manual including specifications and addenda for performance of the work in full.
- 1.6.B Labor and Materials: The Contractor shall determine, from careful examination of the Contract Documents and site of the work, the methods, materials, labor, and equipment required to perform the work in full and shall reflect the same in his or her bid price(s). If in the performance of the work, methods, materials, labor, or equipment are required beyond those anticipated by the Contractor, the Contractor will not be entitled to additional compensation.
- 1.6.C Records and Reports: No information derived from inspection of records or reports of investigation concerning the project will in any way relieve the Contractor from his or her obligations under the contract. Such reports shall be provided as a convenience to the Contractor without any warranty whatsoever by the Port District. The Contractor shall make his or her own conclusions and interpretations from the data supplied and from information available from other sources.
- 1.6.D Verbal Communication: No verbal agreement or conversation with any officer, agent or employee of the Port District, the Architect/Engineer or their representatives, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

1.7 Payments

- 1.7.A Final Payment: Final payment constituting the entire balance due shall be paid by the Port District to the Contractor upon the Port's receipt of the Contractor's application for payment when the Work has been completed and the Contract fully performed except for those responsibilities of the Contractor which survive final payment, as described in the Contract and in these provisions. The procedures for making the final payment are described below and in the Contract attached hereto.

Neither final payment nor amounts retained, if any, shall become due until the Contractor submits to the Port District (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project have been paid or otherwise satisfied, (2) a final release of claims in a form that is acceptable to the Port, (3) consent of the surety on the performance and payment bond to final payment, and (4) a certificate that the insurance, if required by the Contract Documents, is in force following completion of the work.

The making of the final payment shall constitute a waiver of all claims by the Port District for performance of the Work, except for the following:

- 1.7.A.1 Claims arising from unsettled liens or claims,
- 1.7.A.2 Claims for faulty work or defective materials appearing after final payment,
- 1.7.A.3 Claims for failure of the work to comply with requirements of the Contract Documents, or
- 1.7.A.4 Claims for breach of the guarantees and warranties provided under the Contract.

Acceptance of the final payment by the contractor shall constitute a waiver of all claims by the Contractor, except those previously made and identified by the Contractor in writing as unsettled at the time of its application for final payment.

1.7.B Progress Payments: The Contractor shall, prior to his or her first application for payment, submit to the Port District's representative a complete schedule of values of the various parts of the work, including quantities, aggregating the total sum of the contract, divided so as to facilitate payments to sub-contractors and made out in such form as the Port District and the Contractor may agree upon and, if requested, supported by such evidence as to its correctness as the Port District may direct. This schedule, when approved, shall be used as a basis for approval of the Contractor's application for payment. In applying for monthly payments, the Contractor shall submit a statement based upon project schedule and, if requested, itemized in such form and supported by such evidence as the Port District may direct, showing his or her right to the payment claimed.

Requests for payment shall be based primarily on the percentage of work completed under the contract. If requested by the Port District to facilitate analysis or approval, such payment requests shall be accompanied by receipts or other vouchers showing payments materials and labor, including payments made to sub-contractors.

Based upon the work completed during the preceding month, the Contractor shall submit his or her request for payment by the tenth (10th) day of each calendar month. The request for payment will be submitted to the Port's representative for checking and approval along with any other documentation as may reasonably be requested or required by the Port District for its proper appraisal of the payment request. The Port's representative shall promptly review and approve the application of the Contractor for such amount as he or she deems to be properly due or state in writing his or her reason for withholding his or her approval.

Upon presentation to the Port District of the Contractor's monthly payment request, properly approved by the Architect/Engineer and Port's representative, the Port District shall make payment to the Contractor within thirty (30) days from the date of the approved payment request. In making such monthly partial payments, the Port shall retain five percent (5%) of each such approved payment request until final completion and acceptance of the work included under the Contract. Monthly partial payments shall be in the amount of ninety-five percent (95%) of the payment requests that are approved by the Port District's representative.

If payments are made on account of materials delivered and suitably stored at the site but not incorporated in the work, they shall, if required by the Port's representative, be conditional upon submission by the Contractor of bills of sale or such other procedure as will establish the Port District's title to such material or otherwise adequately protect the Port District's interest therein.

1.7.C Withholding: The Port District may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect itself from loss on account of:

- 1.7.C.1 Defective work not remedied.
- 1.7.C.2 Claims filed or reasonable evidence indicating probable filing of claims.
- 1.7.C.3 Failure of the Contractor to make payments properly to sub-contractors or for material or labor.
- 1.7.C.4 A reasonable doubt that the Contract can be completed for the balance then unpaid.
- 1.7.C.5 Damage to another contractor.

1.8 Performance

1.8.A Construction Schedule: The Contractor shall provide a Construction Schedule within five (5) days of the Notice of Award. It shall be consistent with the commencement date and Substantial Completion dates described above. The Contractor shall update this Construction Schedule as required by the Port District to reflect the actual progress of construction and Change orders, and to show how the Contractor will schedule the remaining Work to complete the Project within the time set by the Contract Documents. The Contractor shall conform its performance of the Work to the most recent schedule.

1.8.B Delays and Extensions of Time: If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Port District, the Architect/Engineer, or of their respective employees, or by any other Contractor employed by the Port District, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay pending arbitration, or by any similar cause, then the time of completion shall be extended for such reasonable time as may be mutually agreed upon.

1.8.C Liquidated Damages: The Contractor agrees that the Work shall be prosecuted regularly, diligently, and without interruption at such rate of progress as will ensure full completion thereof within the time specified under the Contract. It is expressly understood and agreed, by and between the Contractor and the Port District, that the time allowed for the completion of the work described herein is a reasonable time for the completion of same, taking into consideration the nature of this Contract, the average climate range and usual conditions prevailing in the locality of the Project. Since time is of the essence, the Contractor and the Port District understand and agree that a breach of the Contract as to completion on time will cause damage to the Port District, but further agree that such damages cannot be accurately measured or that ascertainment will be difficult. Therefore, the parties agree that for each and every calendar day the Work or any portion thereof shall remain uncompleted after the expiration of the various milestone completion dates set forth in the Contract Documents, or as extended by the Port District, the Contractor does hereby agree to pay the Port District the following amounts per day, not as penalty but as liquidated damages for such breach of contract as hereinafter set forth. This provision does not exclude the recovery of damages by the Port District for breach by the Contractor of any other provisions of the Contract Document.

Milestone	Completion Date	Liquidated Damages
Substantial Completion	March 31, 2021	\$500.00

1.8.D Time Limits: The time limits stated in the Contract documents are of the essence. The work shall be commenced upon delivery of the Notice to Proceed unless otherwise agreed, shall proceed in accordance with the Construction Schedule described in the Construction Schedule provision herein, and, subject to authorized extensions, Substantial Completion shall be achieved within the time frame set forth in Contractor's Bid Proposal.

1.9 Port District

1.9.A Authority: The Port District, or its designated representatives, shall have general supervision of the work. It has authority to direct the Architect/Engineer to order the Contractor to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. It shall also have the authority to reject any work and materials which do not conform to the Contract, and to decide questions which arise in the execution of the work.

1.9.B Decisions: The Port District, or its designated representatives, shall, within a reasonable time after the Contractor's presentation to the Port District, make decisions in writing on all matters relating to the execution of the work or the interpretation of the Contract Documents.

1.9.C District Work: The Port District reserves the right to perform work on the Project site and to award contracts to other contractors for other work on the site. The Contractor shall afford the Port's separate contractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their work. The Contractor shall coordinate its work with the work of the separate contractors. Costs caused by defective or ill-timed work shall be borne by the party responsible.

1.9.D Duty to Inform: If the Port District observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Contract Documents, the Port District shall give prompt written notice to the Contractor.

1.9.E Stop Work Right: If the Contractor fails to correct defective work as required, or persistently fails to carry out the Work in accordance with the Contract Documents, the Port District, by written order signed personally or by its agent, may order the Contractor to stop the Work, or any portion of it, until the cause for such order has been eliminated. However, the Port's right to stop the Work shall not give rise to a duty on the part of the Port to exercise the right for the benefit of the Contractor or any other persons or entities.

1.10 **Subcontracting Limits**

1.10.A The Contractor shall not subcontract to any other contractor work exceeding forty-five percent (45%) of the total bid price (i.e. the total cost to the Port including any markup by the Contractor).

1.10.B The Contractor shall require its subcontractors to perform the work for which they are contracted and shall prohibit the Contractor's sub-contractors from further subcontracting the work to another party (i.e. sub-subcontractor).

1.11 **Subcontracting Reporting**

1.11.A The Contractor shall supply the names and addresses of all subcontractors and all major material suppliers upon request of the Port and shall provide such information as the Port reasonably requests concerning progress and final payments for materials, equipment, and services used on the Project. This requirement is in addition to those established pursuant to RCW 39.30.060.

1.12 **Taxes**

1.12.A Obligation to Pay: The Revenue Act of 1935, as amended, requires the Port District to pay the Contractor, for transmittal to the State, a retail sales tax on the total charge made for the construction of public works projects except for public road construction pursuant to RCW 82.04.050(10). The Contractor shall pay, as a cost of the Contractor, any and all other United States, State, City, County and other taxes, assessments, or duties lawfully assessed or levied against or with respect to any and all labor, materials, tools and equipment used or to be used in the performance of the Work, including any sales, use or excise taxes with respect thereto.

1.12.B Public Road Exemption: Public road construction is the activity of building roads, streets, sidewalks, etc., owned by cities, counties, or political subdivisions of the state which are primarily used for foot or vehicular traffic. Said construction includes clearing, grading, graveling, oiling, paving, and the cleaning thereof; constructing of tunnels, guard rails, fences, walks and drainage facilities; planting of trees, shrubs and flowers therein; placing of street and road signs; striping of roadways; painting of bridges and trestles; construction of road and street lighting systems (even though portions of such systems are also used for purposes other than street lighting); construction of a drainage system in roads; mining, sorting, crushing, screening, washing and hauling of sand, gravel and rock taken from a public pit or quarry; and construction of certain mass transit buildings for mass transit authorities are not subject to retail sales tax. Both prime and subcontractors engaging in these activities are subject to public road construction B&O tax.

1.12.C Exclusion from Bid: Payment for retail sales tax shall not be included in the bid prices for various items of the Contract. The Port will add the applicable percent of tax to the bid price shown. If the sales tax rate is different than that in Klickitat County, Washington, Contractor shall specify the rate and amount on the proposal sheet.

1.13 Termination

- 1.13.A Contractor Bankruptcy: Port may terminate this Contract if the Contractor should be adjudged bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency, or if he or she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he or she should fail to make prompt payment to sub-contractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Port, or otherwise be guilty of a substantial violation of any provision of the Contract. Port shall provide notice of termination, take possession of the premises and of all materials and appliances thereon, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price shall exceed the expense of finishing the work, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Port District. The expense incurred by the Port District as herein provided, and the damage incurred through the Contractor's default, shall be verified by a complete record of such expense.
- 1.13.B Deliverables: Upon receipt of a termination notice Contractor shall promptly deliver to Port all deliverables developed while performing this Contract whether completed or in progress.
- 1.13.C Failure to Pay: If the Port shall fail to make payment when due or if the Port should fail to pay the Contractor, within ten (10) days of its maturity and presentation, any sum awarded by arbitrators, then the Contractor may, upon ten (10) days written notice to the Port, stop work or terminate this contract and recover from the Port payment for all work executed.
- 1.13.D Failure to Perform: Port may terminate this Contract if Contractor substantially fails to fulfill its obligations under this Contract through no fault of Port or in the event Contractor shall materially breach the terms of this Contract in which case it shall provide written notice to Contractor and reimburse Contractor for its costs and fees incurred prior to the notice of termination. Any payment due for services satisfactorily performed prior to termination may be offset by Port's anticipated additional costs incurred because of Contractor's default. No payment shall be made for anticipated profit on unperformed work.
- 1.13.E Government Convenience: Port may, at any time, terminate this Contract, in whole or in part, for government convenience in which case it shall provide written notice to Contractor and reimburse Contractor for its costs and fees incurred prior to the notice of termination. Upon receipt of such notice, Provider shall immediately discontinue services to the extent specified in the notice. **No payment shall be made for unabsorbed overhead or anticipated profit on unperformed work.**
- 1.13.F Procedures: Upon receipt of a termination notice Contractor shall stop all work pertaining to the fulfillment of this Contract, place no further orders or subcontracts for materials or services, transfer to Port title and possession of any and all property fully or partially completed under the terms of this Contract and for which Contractor has been compensated, and promptly deliver to Port all data and deliverables developed while performing this Contract whether completed or in progress. The rights and remedies of Port provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 1.13.G Remedies: The rights and remedies of Port provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 1.13.H Removal of Equipment: In the case of termination of this Contract before completion for any cause whatsoever, the Contractor, if notified to do so by the Port, shall promptly remove any part or all of his or her equipment and supplies from the property of the Port, failing which the Port shall have the right to remove such equipment and supplies at the expense of the Contractor.

- 1.13.1 Work Stoppage: If the work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, the Contractor may, upon ten (10) days written notice to the Port, stop work or terminate this contract and recover from the Port payment for all work executed.

2 PRODUCTS (not used)

3 EXECUTION (not used)

End Section 00 72 13

Section 00 73 16 – **INSURANCE REQUIREMENTS**

1 GENERAL

1.1 Summary

- 1.1.A The Contractor shall carry and maintain, at Contractor's expense, the insurance and coverages described in this Section throughout the life of the project:

2 PRODUCTS

2.1 Workers' Compensation

- 2.1.A Workers' Compensation Insurance covering Contractor's employees as required by law. Such insurance shall be extended to include United States Longshoreman and Harborworkers Act coverage when applicable and be extended to provide "All-States" coverage. The Contractor shall obtain evidence of equivalent coverage from all sub-contractors.

2.2 Commercial General Liability

- 2.2.A Commercial General Liability Insurance to include Contractual and Products/Completed Operations Liability. Such insurance shall be extended to provide coverage for explosion/collapse/underground hazards and Contingent Employers ("Stop-Gap") Liability. Such insurance shall provide Bodily Injury and Property Damage Liability coverage on an occurrence basis with a Combine Single Limit of not less than \$1,000,000 any one occurrence.

2.3 Automobile Liability

- 2.3.A Commercial Automobile Liability Insurance providing Bodily Injury and Property Damage Liability coverage with a Combined Single Limit of not less than \$1,000,000 any one occurrence.

2.4 Excess Liability

- 2.4.A Excess Liability Insurance providing Combined Single Limits of not less than \$1,000,000 any one occurrence in excess of the coverages described in Sub-sections 2.2 and 2.3 above.

3 EXECUTION

3.1 Proof of Insurance

- 3.1.A Prior to performance under this Contract, the Contractor shall furnish to the Port District either original policies or certificates of insurance from an insurer(s) licensed or authorized to do business in the State of Washington evidencing compliance with the Liability Coverage Requirements provision above. Such policies or certificates shall contain the following provisions:
- 3.1.A.1 Such insurance shall not be canceled or materially altered without the insurer first giving thirty (30) days written notice to the Executive Director; Klickitat County Port District No. 1; 154 E Bingen Point Way Ste. A; Bingen, WA 98605.
- 3.1.A.2 Such insurance shall be primary to any owned by the Klickitat County Port District No. 1.

- 3.1.A.3 As respects those insurances described in Sub-sections 2.2, 2.3, and 2.4 above, the Port shall be named as an additional insured as respects operations arising out of this Contract.

End of Section 00 73 16

Section 00 73 43 – **WAGE RATE REQUIREMENTS**

1 GENERAL

1.1 Apprentices

- 1.1.A The Contractor is responsible for ensuring that all apprentices on the Project are registered with the State Apprenticeship Council.

1.2 Regulations Incorporated

- 1.2.A The laws of the State of Washington, the rules and regulations of the Washington Department of Labor and Industries, and the schedule of prevailing wage rates for Klickitat County (where this Contract will be performed) are by reference made a part of this Contract as though fully set forth herein.

1.3 Minimum Wages on Public Work

- 1.3.A This contract involves “Public Work” as defined in RCW 39.04.010(4). The hourly minimum rate of wage rate to be paid to all workmen, laborers, or mechanics in each trade or occupation required to be employed in the performance of any part of this Contract by either the Contractor, sub-contractor, or other person doing or contracting to do the whole or part of the Work contemplated by the Contractor shall not be less than the prevailing wage rate, all as provided in Chapter 39.12 RCW, as amended.

1.4 Current Rates

- 1.1.A Before submitting its bid, the Contractor shall obtain the prevailing wage rates for Klickitat County effective ClosingDate. This information may be obtained from the Washington Dept. of Labor and Industries web site at www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp or by requesting a printed copy of the wage rates from the Port. The Contractor may also view the wage rates at the Port Office. The Contractor is advised to obtain and review the “Prevailing Wage Law” booklet available from the Washington Dept. of Labor and Industries at www.lni.wa.gov/IPUB/700-032-000.pdf.

1.5 Disputes

- 1.5.A In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his or her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 38.12.060 as amended.

2 PRODUCTS (not used)

3 EXECUTION

3.1 Statement of Intent

- 3.1.A On or before the date of commencement of work, the Contractor shall file a statement under oath with the Washington Dept. of Labor and Industries, a copy of which shall be provided to the Port, certifying the rate of hourly wage to be paid each classification of laborers, workmen or mechanics employed upon the work by the Contractor or Sub-contractor which shall be not less than the specified hourly minimum wage rate. Such affidavit, statement and any supplemental statements which may be necessary shall be filed

in accordance with the practices and procedures required by the Department of Labor and Industries. The Contractor shall be responsible for paying all fees connected with obtaining the statement of prevailing wages and affidavits.

End of Section 00 73 43

Section 00 73 73 – STATUTORY REQUIREMENTS

1 GENERAL

1.1 Summary

1.1.A The Port of Klickitat, being a political subdivision of the State of Washington, is subject to all of the statutes of the State of Washington relating to public works contracts and public port districts. Said statutes are incorporated herein by reference as a part of these Contract Documents including, but not limited to, those described in this Section.

1.2 Environmental Protection

1.2.A RCW 39.04.140 (apps.leg.wa.gov/rcw/default.aspx?cite=39.04.140) concerning the prevention of environmental pollution and the preservation of public natural resources that affect or are affected by the project.

1.3 Prefabricated Items

1.3.A RCW 39.04.370 (apps.leg.wa.gov/rcw/default.aspx?cite=39.04.370) concerning the reporting of prefabricated, nonstandard, project-specific items produced outside Washington State for contracts over One Million Dollars (\$1,000,000.00).

1.4 Prevailing Wages

1.4.A Chapter 39.12 RCW (apps.leg.wa.gov/rcw/default.aspx?cite=39.12) concerning the prevailing wage rates to be paid to labor on public works, the certificates required by the State of Washington, the arbitration of disputes over wages, and penalties.

1.5 Public Road Projects

1.5.A RCW 82.04.050(10) (apps.leg.wa.gov/rcw/default.aspx?cite=82.04.050) and Section 458-20-171 WAC (apps.leg.wa.gov/wac/default.aspx?cite=458-20-171) concerning the building, repairing, or improving of streets or roads owned by a municipal corporation.

1.6 Retainage

1.6.A RCW 60.28.011 (apps.leg.wa.gov/rcw/default.aspx?cite=60.28.011) concerning the retained percentage fund required for contracts over Thirty-Five Thousand Dollars (\$35,000).

1.7 State Sales Taxes

1.7.A Chapter 82.04 RCW (apps.leg.wa.gov/rcw/default.aspx?cite=82.04) and Chapter 52.08 RCW (apps.leg.wa.gov/rcw/default.aspx?cite=52.08) concerning Washington State Business & Occupation Tax and Retail Sales Tax due.

1.8 Sub-contractors

1.8.A RCW 39.30.060 (apps.leg.wa.gov/rcw/default.aspx?cite=39.30.060) concerning the identification of sub-contractors for contracts over One Million Dollars (\$1,000,000.00).

1.9 Trench Excavation

1.9.A Chapter 39.04.180 RCW (apps.leg.wa.gov/rcw/default.aspx?cite=39.04.180) and Chapter 49.17 RCW (apps.leg.wa.gov/rcw/default.aspx?cite=49.17) concerning safety systems for trench excavations over four feet (4') in depth and prohibiting their treatment as an incidental cost.

1.10 **Underground Utilities**

1.10.A Chapter 19.122 RCW (apps.leg.wa.gov/rcw/default.aspx?cite=19.122) concerning the location and protection of underground utilities.

1.11 **Working Day/Overtime**

1.11.A Chapter 49.28 RCW (apps.leg.wa.gov/rcw/default.aspx?cite=49.28) concerning the definition of a working day, emergency overtime provisions and penalties.

1.12 **Workers' Compensation**

1.12.A RCW 51.12.050 (apps.leg.wa.gov/rcw/default.aspx?cite=51.12.050) and RCW 51.12.070 (apps.leg.wa.gov/rcw/default.aspx?cite=51.12.070) concerning industrial insurance, premiums, contractors, sub-contractors and contractor licensing on work for public port districts.

2 **PRODUCTS** (not used)

3 **EXECUTION** (not used)

End of Section 00 73 73

DIVISION 31 – EARTHWORK

Section 31 05 13 – SOILS FOR EARTHWORK

1 GENERAL

1.1 Summary

1.1.A Section Includes:

- 1.1.A.1 Unclassified materials.
- 1.1.A.2 Select soil materials.

1.1.B Related Sections:

- 1.1.B.1 Section 31 05 16 - Aggregates for Earthwork.
- 1.1.B.2 Section 31 22 13 - Rough Grading.
- 1.1.B.3 Section 31 23 16.13 - Trenching.

1.2 References

1.2.A ASTM International:

- 1.2.A.1 ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³).
- 1.2.A.2 ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).

1.3 Quality Assurance

- 1.3.A.1 Obtain Select Soil material from unclassified excavation.

2 PRODUCTS

2.1 Unclassified Materials

2.1.A Soil Type **S1 (Unclassified):**

- 2.1.A.1 Excavated and re-used unclassified material.
- 2.1.A.2 Processed and crushed rock.
- 2.1.A.3 Well-graded.
- 2.1.A.4 Free of rocks larger than 12 inches, and debris.

2.2 Select Soil Materials

2.2.A Soil Type **S2 (Select Soil):**

- 2.2.A.1 Excavated and re-used select soil material.
- 2.2.A.2 Compactable, friable loam with less than 20% sand content.
- 2.2.A.3 Reasonably free of roots, rocks, unclassified materials, debris, large weeds, and foreign matter.

2.3 Source Quality Control

- 2.3.A When visual inspection by the Architect/Engineer indicates that materials do not meet specified requirements, change material and retest.

3 EXECUTION

3.1 Excavation

- 3.1.A Excavate unclassified and select soils from the areas designated.
- 3.1.B Stockpile excavated material meeting requirements for select soil materials.

3.2 Stockpiling

- 3.2.A Temporarily stockpile materials on site designated by Architect/Engineer.
- 3.2.B Stockpile in sufficient quantities to meet Project schedule and requirements.
- 3.2.C Separate differing materials with dividers or stockpile apart to prevent mixing.

- 3.2.D Stockpile soil 15 feet high maximum.
- 3.2.E Prevent intermixing of soil types or contamination.
- 3.2.F Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
- 3.2.G Remove stockpile upon completion, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

End Section 31 05 13

Section 31 05 16 – **AGGREGATES FOR EARTHWORK**

1 GENERAL

1.1 Summary

1.1.A Section Includes:

- 1.1.A.1 Owner furnished, Contractor processed Aggregate materials.

1.1.B Related Sections:

- 1.1.B.1 Section 31 05 13 - Soils for Earthwork: Fill and grading materials.
- 1.1.B.2 Section 31 22 13 - Rough Grading.

1.2 References

1.2.A ASTM International:

- 1.2.A.1 ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
- 1.2.A.2 ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³).
- 1.2.A.3 ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
- 1.2.A.4 ASTM D2488 – Standard Practice for Description and Identification of Soils (Visual-Manual Procedures).

1.3 Definitions

- 1.3.A Boulder: A natural deposit of solid material composed of one or more minerals occurring in large masses or fragments that will not pass a 12-inch square opening per ASTM D2488.
- 1.3.B Cobble: A natural deposit of solid material composed of one or more minerals occurring in large masses or fragments that will pass a 12-inch square opening and be retained on a 3-inch sieve per ASTM D2488

1.4 Quality Assurance

- 1.4.A Furnish each aggregate material from single source throughout the Work.

2 PRODUCTS

2.1 Aggregate Materials

2.1.A Aggregate Type **A1** (Jaw Run Aggregate):

- 2.1.A.1 Owner furnished boulders greater than 12-inches in any single dimension to be reduced, processed and crushed by the Contractor to be visibly well-graded from coarse to fine with a maximum particle size of 8”.
- 2.1.A.2 Rock fragments larger than 8-inches, but not larger than 15-inches may be included (up to 5% of total volume) if placed to allow adequate backfill and compaction of finer material around them.

2.1.B Aggregate Type **A2** (Sorted Cobbles and Boulders):

- 2.1.B.1 Owner furnished cobbles and boulders greater than 8-inches, but less than 36-inches in all dimensions.

2.2 Source Quality Control

- 2.2.A The jaw run material to be visually examined and accepted by the Architect/Engineer.
- 2.2.B When Architect/Engineer determines the materials do not meet specified requirements, Contractor to modify operations to produce the required results.

3 EXECUTION

3.1 Excavation

- 3.1.A Excavate aggregate materials from on-site locations indicated on Plans as 'Boulder Stockpile', 'Boulder Wall', Boulder Berm', 'Scattered Boulders', and from excavations where aggregate material over 12-inches in largest dimension are encountered.

3.2 Production

- 3.2.A Contractor to provide and operate a portable rock-crushing plant and ancillary equipment (e.g. hydraulic rock hammer, haul trucks, generator, etc.) on a temporary basis on the Project site capable of producing the jaw run material required.
- 3.2.B Produce jaw run material in sufficient quantities to meet Project schedule and requirements.
- 3.2.C Only materials obtained from the Project may be processed.
- 3.2.D Leave the processing site clean and remove all equipment upon completion of crushing operations.

3.3 Stockpiling

- 3.3.A Temporarily stockpile materials on site at locations as required.
- 3.3.B Stockpile in sufficient quantities to meet Project schedule and requirements.
- 3.3.C Separate different aggregate materials with dividers or stockpile individually to prevent mixing.
- 3.3.D Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
- 3.3.E Leave unused materials in neat, compact stockpile as directed by Architect/Engineer.

End Section 31 05 16

Section 31 10 00 – SITE CLEARING

1 GENERAL

1.1 Summary

- 1.1.A Section Includes:
 - 1.1.A.1 Strip grass and sod and stockpile on-site.
 - 1.1.A.2 Remove vegetation and brush and stockpile on-site.
- 1.1.B Related Sections:
 - 1.1.B.1 Section 31 22 13 - Rough Grading.

1.2 Unit Price – Measurement and Payment

- 1.2.A Site Clearing:
 - 1.2.A.1 Basis of Measurement: Site Clearing lump sum bid item.
 - 1.2.A.2 Basis of Payment: Includes clearing site, stripping sod, removing vegetation and stockpiling materials on-site.

1.3 Quality Assurance

- 1.3.A.1 Remove a minimum of 90% of sod and vegetation as visually examined and determined by the Architect/Engineer.

2 PRODUCTS (not used)

3 EXECUTION

3.1 Examination

- 3.1.A Verify existing conditions before starting work.
- 3.1.B Verify existing plant life designated to remain is tagged or identified.
- 3.1.C Identify waste areas for stockpiling removed materials.

3.2 Preparation

- 3.2.A Call Local Utility Line Information service at **1-800-424-5555** or **811** not less than two working days before performing Work.
 - 3.2.A.1 Request underground utilities to be located and marked within and surrounding construction areas.

3.3 Protection

- 3.3.A Locate, identify, and protect utilities indicated to remain, from damage.
- 3.3.B Protect benchmarks, survey control points, and existing structures from damage or displacement.

3.4 Clearing

- 3.4.A Remove trees, brush and shrubs within project area.
- 3.4.B Clear undergrowth and deadwood, without disturbing subsoil.
- 3.4.C Stockpile vegetative debris on Lots 2 and 8, as directed by Architect/Engineer.
- 3.4.D Do not burn or bury materials on site.

3.5 Stripping

- 3.5.A Strip vegetation and sod within the Work area.
- 3.5.B Stockpile or spread vegetation and sod Lot 8, as designated by Architect/Engineer.

End Section 31 10 00

Section 31 22 13 - **ROUGH GRADING**

1 GENERAL

1.1 Summary

- 1.1.A Section Includes:
 - 1.1.A.1 Unclassified Soil Excavation and Embankment.
 - 1.1.A.2 Select Soil Excavation and Embankment.
 - 1.1.A.3 Aggregate Excavation, Production, and Embankment.
 - 1.1.A.4 Loading, hauling and moisture conditioning all materials.
 - 1.1.A.5 Cutting, grading, filling, rough contouring and compacting site.
- 1.1.B Related Sections:
 - 1.1.B.1 Section 31 05 13 - Soils for Earthwork: Soils for fill.
 - 1.1.B.2 Section 31 05 16 - Aggregates for Earthwork: Aggregates for fill.

1.2 Unit Price - Measurement and Payment

- 1.2.A Unclassified Soil Fill Type **S1**:

- 1.2.A.1 Basis of Measurement: By the embanked cubic yard, based on the Architect/Engineer computer generated 'total earthwork' solid volume less the measured Aggregate Type **A1** volume.
- 1.2.A.2 Basis of Payment: Includes excavating existing unclassified soil, hauling as required, scarifying substrate surface, placing where required, moisture conditioning, shaping to design grade and compacting.
- 1.2.B Select Soil Fill Type **S2**:
 - 1.2.B.1 Basis of Measurement: By the embanked cubic yard, based on the Architect/Engineer identified 'neat line' computer generated solid volume. **This volume will not be adjusted from the Bid Quantity.**
 - 1.2.B.2 Basis of Payment: Includes select excavation of select soil materials, stockpiling as required, hauling as required, scarifying substrate surface, placing where required, moisture conditioning, shaping to design grade and compacting.
- 1.2.C Aggregate Fill Type **A1**:
 - 1.2.C.1 Basis of Measurement: By embanked cubic yard, based on the Architect/Engineer field measured and calculated solid volume, not including Unclassified soils based on visually determination by the Architect/Engineer.
 - 1.2.C.2 Method of Measurement: The Contractor will be required to clear and level the subgrade to allow the Engineer to field survey the surface prior to starting the Aggregate embankment. The Contractor shall construct the Aggregate embankment completely before placing any Unclassified embankment. Upon completion of the Aggregate embankment the Engineer will field survey the completed Aggregate surface and the computer generated, solid volume of Aggregate embankment will be the basis for payment.
 - 1.2.C.3 Basis of Payment: Includes excavation of Owner furnished aggregate materials, reducing size to allow crushing, crushing to indicated size, hauling as required, prepare and scarifying substrate surface, placing where required, moisture conditioning, shaping to design grade and compacting.
- 1.2.D Aggregate Stockpile Type **A2**:
 - 1.2.D.1 Basis of Measurement: By stockpiled cubic yard, based on the Architect/Engineer field measured and calculated solid volume reduced by 30%.
 - 1.2.D.2 Method of Measurement: The Contractor will be required to clear and level the subgrade to allow the Engineer to field survey the surface prior to starting the Aggregate stockpile. The Contractor shall construct the Aggregate stockpile. Upon completion of the Aggregate stockpile the Engineer will field survey the completed Aggregate stockpile and 70% of the computer generated, solid volume of Aggregate stockpile will be the basis for payment.
 - 1.2.D.3 Basis of Payment: Includes excavation of Owner furnished aggregate materials, hauling as required, prepare substrate surface, and stockpiling.

1.3 References

- 1.3.A ASTM International:
 - 1.3.A.1 ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 1.3.A.2 ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³).

1.4 Submittals

- 1.4.A Materials Source: Submit name of imported materials suppliers.

1.5 Closeout Submittals

- 1.5.A Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

1.6 Quality Assurance

- 1.6.A The materials and Work are to be visually examined and accepted by the Architect/Engineer.

2 PRODUCTS

2.1 Materials

- 2.1.A Unclassified Soil for Fill: Type **S1**, as specified in Section 31 05 13.
- 2.1.B Select Soil for Fill: Type **S2**, as specified in Section 31 05 13.
- 2.1.C Aggregate for Fill: Type **A1**, as specified in Section 31 05 16.
- 2.1.D Aggregate for Stockpile: Type **A2**, as specified in Section 31 05 16.

3 EXECUTION

3.1 Examination

- 3.1.A Verify site conditions.
- 3.1.B Verify survey benchmark and intended elevations for the Work are as indicated on Drawings.

3.2 Preparation

- 3.2.A Call Local Utility Line Information service at **1-800-424-5555** (or **811**) not less than two (2) working days before performing Work.
 - 3.2.A.1 Request underground utilities to be located and marked within and surrounding construction areas.
- 3.2.B Identify required lines, levels, contours, and datum.
- 3.2.C Protect utilities indicated to remain from damage.
- 3.2.D Protect plant life, lawns, and other features remaining as portion of final landscaping.
- 3.2.E Protect benchmarks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

3.3 Excavation

- 3.3.A Excavate materials from Project Site.
- 3.3.B Excavate and process wet material to obtain optimum moisture content.
- 3.3.C Do not leave any graded/excavated slopes steeper than 2H:1V unless noted otherwise.
- 3.3.D Benching Slopes: Horizontally bench existing slopes greater than 5H:1V to key placed fill material to slope to provide firm bearing.
- 3.3.E Straight grade between spot elevations and locations shown.
- 3.3.F Stability: Replace damaged or displaced soil as specified for fill.
- 3.3.G Track walk the finish surface of the slopes up and down the face with a crawler tractor or similar method to roughen the surface.

3.4 Filling

- 3.4.A Fill areas to contours and elevations with suitable, unfrozen materials.
- 3.4.B Do not place fill on frozen or overly wet subgrade.
- 3.4.C Place material in continuous layers as follows:
 - 3.4.C.1 Unclassified Soil Fill: Maximum 12-inch compacted depth.
 - 3.4.C.2 Select Soil Fill: Maximum 12-inch compacted depth.

- 3.4.C.3 Aggregate Fill: Maximum 12-inch compacted depth.
- 3.4.C.4 Depth to be determined by compaction equipment and its effectiveness.
- 3.4.D Maintain optimum moisture content of fill materials to attain required compaction density.
- 3.4.E Slope grade away from building minimum 5 percent slope for minimum distance of 10 feet, unless noted otherwise.
- 3.4.F Make grade changes gradual. Blend slope into level areas.
- 3.4.G Straight grade between spot elevations and locations shown.
- 3.4.H Overbuild slopes to allow compaction and then trim to finish surface grade.
- 3.4.I Track walk the finish surface of the slopes up and down the face with a crawler tractor or similar method to roughen the surface.
- 3.4.J Repair or replace items indicated to remain damaged by excavation or filling.

3.5 **Compaction**

- 3.5.A Compact subgrade prior to fill placement. Architect/Engineer to verify suitability.
- 3.5.B Systematically place material and evenly route haul traffic over the entire surface. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- 3.5.C Place fill material in continuous layers (not exceeding 12 inches in depth) and compact.
- 3.5.D Employ placement and compaction methods that do not disturb or damage structures or utilities.
- 3.5.E Maintain optimum moisture content of fill materials to attain required compaction density.
- 3.5.F Use a minimum 10-ton compression roller or a vibratory roller having a dynamic force of at least 30,000-pounds impact per vibration and at least 1,000 vibrations per minute. The roller must make four full coverages, exert reasonably even pressure, and operate at a speed of no more than 4 mph (compression) and 1.5 mph (vibratory).

3.6 **Tolerances**

- 3.6.A Top Surface of Grade: Plus or minus 0.10 foot from design elevation.

3.7 **Field Quality Control**

- 3.7.A Perform in place compaction tests in accordance with the following:
 - 3.7.A.1 Proof Roll with a loaded 10-yard dump truck with no visible pumping or deflection.
 - 3.7.A.2 Test to be observed and accepted by the Architect/Engineer.
- 3.7.B When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
- 3.7.C Frequency of Tests: Each layer of the entire fill area.

3.8 **Schedules**

- 3.8.A Unclassified Soil for Rough Grading:
 - 3.8.A.1 Fill Type **S1**: To design grade elevation.
 - 3.8.A.2 Compact uniformly for acceptance by proof-roll.
- 3.8.B Select Soil for Rough Grading:
 - 3.8.B.1 Fill Type **S2**: To design grade elevation for outer 8-foot (minimum) zone on face of slope.
 - 3.8.B.2 Lightly compact uniformly for acceptance by proof-roll with minimal deflection.
- 3.8.C Aggregate for Rough Grading:
 - 3.8.C.1 Fill Type **A1**: To design grade elevation.
 - 3.8.C.2 Compact uniformly for acceptance by proof roll.

3.8.D Aggregate for Stockpiling:

3.8.D.1 Fill Type **A2**: To compact stockpile dimensions no more than ten (10) feet in height.

End Section 31 22 13

Section 31 23 16.13 – TRENCHING

1 GENERAL

1.1 Summary

1.1.A Section Includes:

- 1.1.A.1 Excavating trenches for pipe culverts.
- 1.1.A.2 Install Owner furnished pipe culverts.
- 1.1.A.3 Compacted fill from top of bedding to design grade elevations.
- 1.1.A.4 Backfilling and compaction.

1.1.B Related Sections:

- 1.1.B.1 Section 31 05 13 - Soils for Earthwork: Soils for fill.
- 1.1.B.2 Section 33 42 13 – Stormwater Culverts.

1.2 Unit Price - Measurement and Payment

1.2.A Trenching and Fill:

- 1.2.A.1 Basis of Measurement: Included in the respective **Pipe Culvert** lump sum bid item.
- 1.2.A.2 Basis of Payment: Includes excavating to required elevations, protecting excavation, stockpiling excavated materials, placing Select Soil fill Type **S2** and compacting.
- 1.2.A.3 Over Excavating: Payment is not made for over excavated work nor for replacement materials.

1.3 References

1.3.A ASTM International:

- 1.3.A.1 ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³).
- 1.3.A.2 ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- 1.3.A.3 ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.4 Definitions

1.4.A Utility: Any buried pipe, duct, conduit, or cable.

1.5 Submittals

1.5.A Excavation Protection Plan: Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan.

1.5.B Materials Source: Select Soil fill Type **S2**.

1.6 Quality Assurance

1.6.A Perform Work in accordance with the respective specifications.

2 PRODUCTS

2.1 Fill Materials

2.1.A Select Soil Fill: Type **S2**, as specified in **Section 31 05 13**.

3 EXECUTION

3.1 Lines and Grades

- 3.1.A Lay pipes to lines and grades indicated on Drawings.
 - 3.1.A.1 Engineer reserves right to make changes in lines, grades, and depths of utilities when changes are required for Project conditions.
- 3.1.B Use laser-beam instrument with qualified operator to establish lines and grades.

3.2 Preparation

- 3.2.A Call Local Utility Line Information service at **1-800-424-5555** (or **811**) not less than two (2) working days before performing Work.
 - 3.2.A.1 Request underground utilities to be located and marked within and surrounding construction areas.
- 3.2.B Identify required lines, levels, contours, and datum locations.
- 3.2.C Protect plant life, lawns, and other features remaining as portion of final landscaping.
- 3.2.D Protect benchmarks, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- 3.2.E Maintain and protect above and below grade utilities indicated to remain.
- 3.2.F Establish temporary traffic control and detours when trenching is performed in public right-of-way. Relocate controls and reroute traffic as required during progress of Work.

3.3 Trenching

- 3.3.A Excavate soil required for utilities.
- 3.3.B Remove lumped soil, boulders, and rock.
- 3.3.C Do not advance open trench more than 200 feet ahead of installed pipe.
- 3.3.D Cut trenches sufficiently wide to enable installation and allow inspection. Remove water or materials that interfere with Work.
- 3.3.E Excavate bottom of trenches as shown or a maximum of 2 feet wider than outside diameter of pipe.
- 3.3.F Excavate trenches to depth indicated on Drawings. Provide uniform and continuous bearing and support for bedding material and utilities.
- 3.3.G When Project conditions permit, slope side walls of excavation starting 2 feet above top of pipe. When side walls cannot be sloped, provide sheeting and shoring to protect excavation as specified in this section.
- 3.3.H When subsurface materials at bottom of trench are loose or soft, excavate to greater depth as directed by Engineer until suitable material is encountered.
- 3.3.I Trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.
- 3.3.J Correct areas over excavated areas with compacted backfill as specified for authorized excavation or replace with aggregate fill as directed by Engineer.
- 3.3.K Utilize excess soil not intended for reuse, for rough grading of site.

3.4 Sheeting and Shoring

- 3.4.A Sheet, shore, and brace excavations to prevent danger to persons, structures and adjacent properties and to prevent caving, erosion, and loss of surrounding subsoil.

- 3.4.B Support trenches more than 4 feet deep excavated through unstable, loose, or soft material. Provide sheeting, shoring, bracing, or other protection to maintain stability of excavation.
- 3.4.C Design sheeting and shoring to be removed at completion of excavation work.
- 3.4.D Repair damage caused by failure of the sheeting, shoring, or bracing and for settlement of filled excavations or adjacent soil.
- 3.4.E Repair damage to new and existing Work from settlement, water or earth pressure or other causes resulting from inadequate sheeting, shoring, or bracing.

3.5 Backfilling

- 3.5.A Backfill trenches to contours and elevations with unfrozen fill materials.
- 3.5.B Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- 3.5.C Place fill material in continuous layers (not exceeding 12 inches in depth) and compact.
- 3.5.D Employ placement method that does not disturb or damage utilities in trench.
- 3.5.E Maintain optimum moisture content of fill materials to attain required compaction density.
- 3.5.F Do not leave more than 200 feet of trench open at end of working day.
- 3.5.G Protect open trench to prevent danger to the public.

3.6 Field Quality Control

- 3.6.A The Work is to be visually examined and accepted by the Architect/Engineer.
- 3.6.B Perform in place compaction tests in accordance with the following:
 - 3.6.B.1 Proof Roll with a loaded 10-yard dump truck with no visible pumping or deflection.
 - 3.6.B.2 Test to be observed and accepted by the Architect/Engineer.
- 3.6.C When tests indicate Work does not meet specified requirements, remove Work, replace, compact, and retest.
- 3.6.D Frequency of Tests: 1 test per lift per 200 lineal feet of trench.

3.7 Schedule

- 3.7.A Public Utilities (Pipe Culverts):
 - 3.7.A.1 Cover pipe and bedding with Select Soil fill Type **S2** to 6 inches above top of pipe. Compact uniformly to 95 percent of maximum density.
 - 3.7.A.2 Complete trench backfill with Select Soil fill Type **S2** to top of subgrade. Compact uniformly to 95 percent of maximum density.

End Section 31 23 16.13