



**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

2015-06

DIP RAMCo Site Cap Project

at

Dallesport Industrial Park

**Bid Proposal Deadline**

**September 3, 2015 at 4:00pm PPT**

## SUMMARY

Project ID: 2015-06  
Project Name: DIP RAMCo Site Cap Project  
Physical Location: Dallesport Industrial Park  
Description: Provide all labor, materials, tools, and equipment and perform all work and related activities to filling of approximately 1.5 acres including: site stripping; 6,000 cy soil cap embankment; placement of 17,000 cy concrete rubble embankment and appurtenant work to complete the DIP RAMCo Site Cap Project in the Dallesport Industrial Park, Dallesport, Washington.

### **Bid**

Publication Date(s): August 26, 2015  
Printing Fee: Twenty-five Dollars (\$25.00)  
Available: August 26, 2015 at 3:00pm PPT  
Closing: September 3, 2015 at 4:00pm PPT  
Opening: September 3, 2015 at 4:05pm PPT

### **Pre-Bid Conference**

Type: non-mandatory  
Location: the Site accessed via a private road at the east end of Kreps Drive  
Date: August 31, 2015 at 10:00am PPT  
Contract Period: 30 calendar days (Base Bid) or 60 calendar days (Base and Additive Alternate)

## **DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

### **Section 00 01 10 – TABLE OF CONTENTS**

<b>Section 00 01 15 – LIST OF DRAWING SHEETS</b>	<b>1</b>
Part 1 – GENERAL	1
1.1 Summary	1
Part 2 – PRODUCTS (not used)	1
Part 3 – EXECUTION (not used)	1
<b>Section 00 11 16 – INVITATION TO BID</b>	<b>2</b>
<b>Section 00 21 13 – INSTRUCTIONS TO BIDDERS</b>	<b>3</b>
Part 1 – General	3
1.1 Addenda	3
1.2 Collusive Bidding	3
1.3 Assignment of Funds	3
1.4 Award or Rejection of Bids	3
1.5 Bid Closing	3
1.6 Bid Documents	3
1.7 Bid Errors	3
1.8 Bid Modification	3
1.9 Bid Opening	4
1.10 Bid Proposal	4
1.11 Bid Security	4
1.12 Bid Withdrawal	4
1.13 Officers not to Benefit	4
1.14 Prefabricated Items Made Outside Washington	5
1.15 Pricing and Escalation	5
1.16 Qualifications of Bidder	5
1.17 Registration, Insurance, and Bonds	5
1.18 Responsive Bidder	6
1.19 Return Address Envelope	6
1.20 Subcontracting	6
1.21 Surety Bond	6
1.22 Vendor Agent	6
1.23 Equivalents and Substitutions	7
Part 2 – PRODUCTS (not used)	7
Part 3 – EXECUTION	7
3.1 Addenda	7
3.2 Ambiguities and Clarifications	7
3.3 Agency	7
3.4 Collusive Bidding	7
3.5 Contract Documents	7
3.6 Bid Submittal	8
3.7 Bid Protest	8
3.8 Claim of Error	8
3.9 Equivalents and Substitutions	9
3.10 Evaluation	9
3.11 Inspection of Work Site	9
3.12 Subcontracting	9
<b>Section 00 25 13 – PRE-BID MEETINGS</b>	<b>9</b>
Part 1 – GENERAL	9
1.1 Summary	9
Part 2 – PRODUCTS (not used)	9
Part 3 – EXECUTION	9
3.1 Attendance	9
<b>Section 00 31 26 – EXISTING HAZARDOUS MATERIAL INFORMATION</b>	<b>10</b>
Part 1 – GENERAL	10
1.1 Summary	10
1.2 Hazardous Materials Notice	10
Part 2 – PRODUCTS (not used)	10
Part 3 – EXECUTION	10
3.1 Discovery	10

3.2 Testing.....	10
3.3 Management.....	10
Section 00 41 13 – <b>BID PROPOSAL</b> .....	11
Section 00 43 13 – <b>BID BOND FORM</b> .....	13
Section 00 43 22 – <b>UNIT PRICES</b> .....	14
Section 00 45 13 – <b>RESPONSIBLE BIDDER REQUIREMENTS</b> .....	15
Part 1 – GENERAL.....	15
1.1 Summary.....	15
1.2 Requirements.....	15
Part 2 – PRODUCTS (not used).....	15
Part 3 – EXECUTION (not used).....	16
Section 00 46 19 – <b>NON-COLLUSION AFFIDAVIT</b> .....	17
Section 00 51 00 – <b>NOTICE OF AWARD</b> .....	18
Section 00 52 13 – <b>CONTRACT</b> .....	19
Section 00 52 13 – <b>INDEMNIFICATION ADDENDUM</b> .....	21
Section 00 55 00 – <b>NOTICE TO PROCEED</b> .....	22
Section 00 61 13.13 – <b>PERFORMANCE BOND</b> .....	23
End of Section 00 61 13.13.....	24
Section 00 61 13.16 – <b>LABOR AND MATERIAL PAYMENT BOND</b> .....	25
End of Section 00 61 13.16.....	26
Section 00 63 63 – <b>CHANGE ORDER</b> .....	27
Part 1 – GENERAL.....	28
1.1 Definitions.....	28
Part 2 – PRODUCTS (not used).....	30
Part 3 – EXECUTION (not used).....	31
Section 00 72 13 – <b>GENERAL CONDITIONS</b> .....	31
Part 1 – GENERAL.....	31
1.1 Summary.....	31
1.2 Claims.....	33
1.3 Contract Documents.....	33
1.4 Disputes.....	34
1.5 Drawings.....	34
1.6 Examination.....	34
1.7 Payments.....	35
1.8 Performance.....	36
1.9 Port District.....	37
1.10 Subcontracting Limits.....	37
1.11 Subcontracting Reporting.....	37
1.12 Taxes.....	38
1.13 Termination.....	38
Part 2 – PRODUCTS (not used).....	39
Part 3 – EXECUTION (not used).....	39
Section 00 73 16 – <b>INSURANCE REQUIREMENTS</b> .....	39
Part 1 – GENERAL.....	39
1.1 Summary.....	39
Part 2 – PRODUCTS.....	39
2.1 Workers' Compensation.....	39
2.2 Commercial General Liability.....	39
2.3 Automobile Liability.....	40
2.4 Excess Liability.....	40
Part 3 – EXECUTION.....	40
3.1 Proof of Insurance.....	40
Section 00 73 43 – <b>WAGE REQUIREMENTS</b> .....	40
Part 1 – GENERAL.....	40
1.1 Apprentices.....	40
1.2 Regulations Incorporated.....	40
1.3 Minimum Wages on Public Work.....	40
1.4 Current Rates.....	41
1.5 Disputes.....	41
Part 2 – PRODUCTS (not used).....	41

Part 3 – EXECUTION.....	41
3.1 Statement of Intent.....	41
Section 00 73 73 – <b>STATUTORY REQUIREMENTS</b> .....	41
Part 1 – GENERAL.....	41
1.1 Summary.....	41
1.2 Environmental Protection.....	41
1.3 Prefabricated Items.....	41
1.4 Prevailing Wages.....	42
1.5 Public Road Projects.....	42
1.6 Retainage.....	42
1.7 State Sales Taxes.....	42
1.8 Sub-contractors.....	42
1.9 Trench Excavation.....	42
1.10 Underground Utilities.....	42
1.11 Working Day/Overtime.....	42
1.12 Workers' Compensation.....	42
Part 2 – PRODUCTS (not used).....	42
Part 3 – EXECUTION (not used).....	42
<b>DIVISION 1 – GENERAL REQUIREMENTS</b> .....	<b>43</b>
Section 01 11 00 – <b>SUMMARY OF WORK</b> .....	43
Part 1 – GENERAL.....	43
1.1 Summary.....	43
Part 2 – PRODUCTS (not used).....	43
Part 3 – EXECUTION (not used).....	43
Section 01 14 16 – <b>COORDINATION WITH OTHERS</b> .....	43
Part 1 – GENERAL.....	43
Part 2 – PRODUCTS (not used).....	43
Part 3 – EXECUTION (not used).....	43
Section 01 18 00 – <b>EXISTING UTILITIES</b> .....	43
Part 1 – GENERAL.....	43
3.1 Summary.....	43
3.2 Conflict.....	43
3.3 Discrepancies.....	43
3.4 Interruption of Service.....	44
3.5 Locating.....	44
3.6 Protection.....	44
3.7 Shutting Off Service.....	44
Section 01 25 13 – <b>PRODUCT SUBSTITUTION</b> .....	44
Part 1 – GENERAL.....	44
1.1 Summary.....	45
1.2 "Or Equal" Items.....	45
1.3 Substitute Items.....	45
1.4 Substitute Construction Methods or Procedures.....	46
1.5 Evaluation.....	46
1.6 Special Guarantee.....	46
1.7 Architect's/Engineer's Cost Reimbursement.....	46
1.8 Contractor's Expense.....	46
Part 2 – PRODUCTS (not used).....	46
Part 3 – EXECUTION (not used).....	46
Section 01 26 63 – <b>CHANGE ORDERS</b> .....	46
Part 1 – GENERAL.....	46
1.1 Summary.....	46
1.2 Changes in the Work.....	46
1.3 Disagreement.....	47
Part 2 – PRODUCTS (not used).....	47
Part 3 – EXECUTION (not used).....	47
Section 01 31 19 – <b>PROJECT MEETINGS</b> .....	47
Part 1 – GENERAL.....	47
1.1 Preconstruction Conference.....	47
1.2 Project Work Meetings.....	47

Part 2 – PRODUCTS (not used).....	47
Part 3 – EXECUTION (not used).....	47
<b>Section 01 32 13 – SCHEDULING OF WORK.....</b>	<b>47</b>
Part 1 – GENERAL.....	47
1.1 Diligent Completion.....	47
1.2 Period of Performance.....	47
1.3 Contractor's Schedule.....	48
1.4 Weather.....	48
Part 2 – PRODUCTS (not used).....	48
Part 3 – EXECUTION (not used).....	48
<b>Section 01 33 23 – SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.....</b>	<b>48</b>
Part 1 – GENERAL.....	48
1.1 Purpose.....	48
1.2 Definitions.....	48
1.3 Submittal Documents.....	48
1.4 Processing Time.....	48
Part 2 – PRODUCTS (not used).....	49
Part 3 – EXECUTION.....	49
3.1 Contractor's Review.....	49
3.2 Architect/Engineer Action.....	49
<b>Section 01 35 29 – HEALTH, SAFETY, AND EMERGENCY RESPONSE.....</b>	<b>49</b>
Part 1 – GENERAL.....	49
1.1 Summary.....	50
1.2 Hazardous Substances.....	50
Part 2 – PRODUCTS (not used).....	51
Part 3 – EXECUTION.....	51
3.1 Support Systems.....	51
3.2 Excavation-General.....	51
3.3 Excavation-Trench.....	51
<b>Section 01 40 00 – QUALITY REQUIREMENTS.....</b>	<b>51</b>
Part 1 – GENERAL.....	51
1.1 Section Includes.....	51
1.2 Quality Control.....	52
1.3 Tolerances.....	52
1.4 References.....	52
1.5 Testing and Inspection Services.....	52
Part 2 – PRODUCTS (not used).....	53
Part 3 – EXECUTION (not used).....	53
<b>Section 01 41 00 – REGULATORY REQUIREMENTS.....</b>	<b>53</b>
Part 1 – GENERAL.....	53
Part 2 – PRODUCTS (not used).....	54
Part 3 – EXECUTION (not used).....	54
<b>Section 01 41 23 – FEES.....</b>	<b>54</b>
Part 1 – GENERAL.....	54
Part 2 – PRODUCTS (not used).....	54
Part 3 – EXECUTION (not used).....	54
<b>Section 01 41 26 – PERMITS.....</b>	<b>54</b>
Part 1 – GENERAL.....	54
1.1 Summary.....	54
1.2 State and Federal Permits.....	54
Part 2 – PRODUCTS (not used).....	54
Part 3 – EXECUTION (not used).....	54
<b>Section 01 42 13 – ABBREVIATIONS.....</b>	<b>55</b>
Part 1 – GENERAL.....	55
1.1 Summary.....	55
Part 2 – PRODUCTS (not used).....	57
Part 3 – EXECUTION (not used).....	57
<b>Section 01 45 00 – QUALITY CONTROL.....</b>	<b>57</b>
Part 1 – GENERAL.....	57
1.1 Description.....	57
1.2 Duty to Perform.....	57

1.3 Monitoring.....	58
1.4 Reexamination.....	58
1.5 Samples.....	58
1.6 Testing and Approval.....	58
Part 2 – PRODUCTS (not used).....	58
Part 3 – EXECUTION (not used).....	58
Section 01 55 26 – <b>TRAFFIC CONTROL</b> .....	58
Part 1 – GENERAL.....	58
1.1 Summary.....	58
Part 2 – PRODUCTS.....	58
2.1 Materials.....	59
Part 3 – EXECUTION (not used).....	59
Section 01 57 13 – <b>EROSION AND SEDIMENT</b> .....	59
Part 1 – GENERAL.....	59
1.1 Summary.....	59
1.2 Noise Pollution.....	59
1.3 Dust Control.....	59
1.4 Seeding.....	59
Part 2 – PRODUCTS.....	59
2.1 Dust Control.....	59
Part 3 – EXECUTION.....	59
3.1 Seeding.....	59
Section 01 58 13 – <b>PROJECT SIGNS</b> .....	60
Part 1 – GENERAL.....	60
1.1 Summary.....	60
Part 2 – PRODUCTS.....	60
2.1 Sign Board.....	60
2.2 Posts.....	60
2.3 Hardware.....	60
2.4 Paint.....	60
Part 3 – EXECUTION.....	61
3.1 Installation.....	61
3.2 Removal.....	61
Section 01 71 13 – <b>MOBILIZATION</b> .....	61
Part 1 – GENERAL.....	61
1.1 Summary.....	61
Part 2 – PRODUCTS (not used).....	61
Part 3 – EXECUTION (not used).....	61
Section 01 71 23 – <b>FIELD ENGINEERING</b> .....	61
Part 1 – GENERAL.....	61
1.1 Summary.....	61
1.2 Preservation.....	61
1.3 Staking.....	61
Part 2 – PRODUCTS (not used).....	62
Part 3 – EXECUTION.....	62
3.1 Notice.....	62
3.2 Identification.....	62
Section 01 74 13 – <b>PROGRESS CLEANING</b> .....	62
Part 1 – GENERAL.....	62
1.1 Summary.....	62
Part 2 – PRODUCTS (not used).....	62
Part 3 – EXECUTION (not used).....	62
Section 01 74 19 – <b>CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL</b> .....	62
Part 1 – GENERAL.....	62
1.1 Summary.....	62
Part 2 – PRODUCTS (not used).....	62
Part 3 – EXECUTION (not used).....	62
Section 01 74 23 – <b>FINAL CLEANING</b> .....	62
Part 1 – GENERAL.....	62
1.1 Summary.....	62
Part 2 – PRODUCTS (not used).....	63

Part 3 – EXECUTION (not used).....	63
Section 01 77 19 – <b>CLOSEOUT REQUIREMENTS</b> .....	63
Part 1 – GENERAL.....	63
1.1 Substantial Completion.....	63
1.2 Final Acceptance.....	64
Section 01 78 36 – <b>WARRANTIES</b> .....	64
Part 1 – GENERAL.....	64
1.1 Summary.....	64
1.2 Warranties.....	64
1.3 Corrections.....	64
Part 2 – PRODUCTS (not used).....	65
Part 3 – EXECUTION (not used).....	65
<b>DIVISION 31 – EARTHWORK</b> .....	<b>66</b>
Section 31 05 13 – <b>SOILS FOR EARTHWORK</b> .....	66
Part 1 – GENERAL.....	66
1.1 Summary.....	66
1.2 Quality Assurance.....	66
Part 2 – PRODUCTS.....	66
2.1 General Soil Materials.....	66
2.2 Source Quality Control.....	66
Part 3 – EXECUTION.....	66
3.1 Excavation.....	66
3.2 Stockpiling.....	66
3.3 Stockpile Cleanup.....	66
Section 31 05 16 – <b>AGGREGATES FOR EARTHWORK</b> .....	67
Part 1 – GENERAL.....	67
1.1 Summary.....	67
1.2 Quality Assurance.....	67
Part 2 – PRODUCTS.....	67
2.1 Concrete Rubble Material.....	67
2.2 Source Quality Control.....	67
Part 3 – EXECUTION.....	67
3.1 Stockpiling.....	67
3.2 Stockpile Cleanup.....	67
Section 31 10 00 – <b>SITE CLEARING</b> .....	67
Part 1 – GENERAL.....	67
1.1 Summary.....	67
1.2 Unit Price – Measurement and Payment.....	68
1.3 Quality Assurance.....	68
Part 2 – PRODUCTS (not used).....	68
Part 3 – EXECUTION.....	68
3.1 Examination.....	68
3.2 Preparation.....	68
3.3 Protection.....	68
3.4 Clearing.....	68
3.5 Stripping.....	68
Section 31 22 13 – <b>ROUGH GRADING</b> .....	68
Part 1 – General.....	68
1.1 Summary.....	68
1.2 Unit Price – Measurement and Payment.....	69
1.3 Quality Assurance.....	69
Part 2 – PRODUCTS.....	69
2.1 Materials.....	69
Part 3 – EXECUTION.....	69
3.1 Examination.....	69
3.2 Preparation.....	69
3.3 Soil Cap Excavation.....	69
3.4 Filling.....	70
3.5 Tolerances.....	70
3.6 Field Quality Control.....	70



End of Section 00 01 10

## Section 00 01 15 – **LIST OF DRAWING SHEETS**

### Part 1 – **GENERAL**

#### 1.1 **Summary**

- 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>
C-000	Cover Sheet
C-101	Overall Site
C-102	ESC Plan
C-103	Fill Plan
C-104	Sections
C-105	General Notes

Part 2 – **PRODUCTS** (not used)

Part 3 – **EXECUTION** (not used)

End of Section 00 01 15

## Section 00 11 16 – INVITATION TO BID

Sealed bids for the DIP RAMCo Site Cap Project will be received by the Executive Director of Klickitat County Port District No. 1, Bingen, Washington, up to the hour of 4:00pm PPT on September 3, 2015 and publicly opened and read aloud at 4:05pm PPT on September 3, 2015 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 to filling of approximately 1.5 acres including: site stripping; 6,000 cy soil cap embankment; placement of 17,000 cy concrete rubble embankment and appurtenant work to complete the DIP RAMCo Site Cap Project in the Dallesport Industrial Park, Dallesport, Washington.**

Bid documents and specifications for this project may be obtained on or after the hour of 3:00pm PPT on August 26, 2015 at the Port of Klickitat; 154 E Bingen Point Way Ste. A; Bingen, WA 98605, Tenneson Engineering Corp.; 3775 Crates Way; The Dalles, OR 97058, or the Port's web site ([www.portofklickitat.com](http://www.portofklickitat.com)). Bid documents obtained from the Port's web site or requested from the Port via electronic mail (e-mail) are free. A non-refundable fee in the amount of Twenty-five Dollars (\$25.00) is required for each set of printed bid documents requested.

A non-mandatory pre-bid conference will be held at 10:00am PPT on August 31, 2015 at the Site accessed via a private road at the east end of Kreps Drive.

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 August 26, 2015 to:  
Port District web site  
Port District Small Works Roster

End of Section 00 11 16

## Section 00 21 13 – INSTRUCTIONS TO BIDDERS

### Part 1 – General

#### 1.1 Addenda

- A. It is the bidder's responsibility to insure that it has reviewed all addenda issued for the Invitation to Bid.
- 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

- 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.
- 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 conclusive.

#### 1.3 Assignment of Funds

- 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

- 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.
- B. The Total Base Bid price (or the sum of the Total Base Bid price and the Total Additive Alternate price, if said sum is within the Port's project budget) will be used to determine the lowest bidder.

#### 1.5 Bid Closing

- A. Sealed bids will be received by the Executive Director of Klickitat County Port District No. 1, Bingen, Washington, up to the hour of 4:00pm PPT on September 3, 2015. No bid shall be received or considered after this closing time.

#### 1.6 Bid Documents

- A. The Bid Documents consisting of the Proposal, Non-Collusion Affidavit, Bid Bond form, Statement of Experience, and the Instructions to Bidders have been included in the bound cover. The Contractor shall be required to submit a copy of a valid state contractor's license (Unified Business Account Number) after the contract is awarded.

#### 1.7 Bid Errors

- 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

- 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

- A. Bids will be publicly opened at 4:05pm PPT on September 3, 2015 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

- A. Bidders are required to make their bids using the blank forms contained in the Contract Documents. Upon submission, the completed Contract Documents shall be assembled and in good order. Bidders may make copies of the Contract Documents for their own files.  
**Bidders are advised to read all pages of the Contract Documents.** Failure to read and understand the requirements contained within the Contract Documents shall not be grounds for any breach of said requirements.

### 1.11 Bid Security

- 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.
- B. Bids not accompanied by such check or approved bid bond in the form included in the Contract Documents shall be deemed non-responsive.
- C. Bid bonds shall be executed by a bonding company that satisfies the following requirements:
  - 1. It must have a sound financial standing and a record of service satisfactory to the Port;
  - 2. It must be authorized to do business in the State of Washington;
  - 3. It shall be named on the current list of approved surety companies acceptable on federal bonds;
  - 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
  - 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.
- 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.
- 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

- 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

- 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 Prefabricated Items Made Outside Washington**

- A. For work estimated to exceed one million dollars (\$1,000,000), a contractor or sub-contractor directly contracting for off-site, prefabricated, nonstandard, project-specific items produced outside Washington must submit to the Department of Labor and Industries (“Lni”) as part of its affidavit of wages paid form, the following information regarding off-site, prefabricated, nonstandard, project-specific items produced under the terms of the contract and outside Washington.
  - 1. Estimated cost of the project.
  - 2. Name of the awarding agency and the title of the project.
  - 3. The contract value of the off-site, prefabricated, nonstandard project-specific items produced outside Washington, including labor and materials.
  - 4. The name, address, and federal employer identification number of the contractor that produced the off-site, prefabricated, nonstandard, project-specific items.

Note: Off-site, prefabricated, nonstandard, project-specific items means products or items that are made primarily of architectural or structural precast concrete, fabricated steel pipe and pipe systems, or sheet metal and sheet metal duct work produced specifically for the public work and not considered to be regularly available shelf items, produced or manufactured by labor expended to assemble or modify standard items, and produced or manufactured at an off-site location.

#### **1.15 Pricing and Escalation**

- A. The bid must be priced as called for in the Contract Documents.
- B. All prices on the bid form shall be in U.S. dollars.
- C. A unit price shall be submitted for each item of the Work plus an extension thereof and the total Contract Sum.
- 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.
- E. The prices on the bid form shall be firm. Escalation is not permitted.

#### **1.16 Qualifications of Bidder**

- 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.

#### **1.17 Registration, Insurance, and Bonds**

- 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. A written contract executed by the successful bidder including evidence of registration of the contractor and any sub-contractors.
  - 2. Washington State Contractors Business License. (Unified Business Account Number).
  - 3. Prevailing wage statements and affidavits in accordance with Chapter 39.12 RCW.
  - 4. Performance and payment bond executed by the successful bidder and his or her surety company.

5. Certificates of Insurance.
6. Bid Bond.
7. Required permits necessary to perform the work are for the contractors account.

#### **1.18 Responsive Bidder**

- A. In determining a responsive bidder, the following qualifications will be considered by the Port District.
  1. The ability, capacity and skill of the bidder to perform the service required within the specified time.
  2. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
  3. The quality of performance of previous contracts or services.
  4. The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts and to the bidders employment practices.
  5. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services.
  6. The quality, availability and adaptability of the supplies, or contractual services, to the particular use required.
  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.
  8. Such other information as may be secured by the Port having a bearing on the decision to recommend the award.
  9. Should a bid be obviously unbalanced.

#### **1.19 Return Address Envelope**

- A. Bids must be made using the forms provided by the Port. 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 2015-06 - DIP RAMCo Site Cap Project", and enclosed in another envelope addressed to Port of Klickitat; 154 E Bingen Point Way Ste. A; Bingen, WA 98605.

#### **1.20 Subcontracting**

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

#### **1.21 Surety Bond**

- 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. It must have a sound financial standing and a record of service satisfactory to the Port;
  2. It must be authorized to do business in the State of Washington;
  3. It shall be named on the current list of approved surety companies acceptable on federal bonds;
  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
  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.

## **1.22 Vendor Agent**

- 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.

## **1.23 Equivalents and Substitutions**

- 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.
- 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.

## **Part 2 – PRODUCTS (not used)**

## **Part 3 – EXECUTION**

### **3.1 Addenda**

- A. The bidder shall acknowledge, on its bid form, all issued addenda for the Contract Documents.
- 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**

- 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](mailto:port@portofklickitat.com) via electronic mail no less than three (3) working 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**

- 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**

- 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**

- 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.
- B. The bidder shall comply with all instructions and provisions of the Contract Documents.



- 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**

- A. The Bid shall be enclosed in a sealed envelope marked with the project ID and name.
- B. The Bid shall be addressed to the Port of Klickitat.
- C. The Bid must be received by the Port on or before the bid submittal deadline specified in the Contract Documents. 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.
- D. The Bid shall include the Bid Security.
- E. 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](http://apps.leg.wa.gov/rcw/default.aspx?cite=50)).
- F. 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**

- 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.
- B. The Bidder must submit any protest regarding this public works 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](http://apps.leg.wa.gov/rcw/default.aspx?cite=39.04.105)).
- C. All bid protests shall include:
  - 1. Name, address, and phone number of the protesting bidder or its representative;
  - 2. Project ID and name described in these Contract Documents;
  - 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.
  - 4. The specific resolution or relief requested;
- 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.
- 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.
- 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**

- 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 Equivalents and Substitutions

- 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

- 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

- 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

- 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](http://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](http://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-----

### Part 1 – GENERAL

#### 1.1 Summary

- A. A non-mandatory pre-bid meeting is scheduled for 10:00am PPT on August 31, 2015 at the Site accessed via a private road at the east end of Kreps Drive. Prospective bidders are strongly encouraged to attend non-mandatory pre-bid meetings.
- B. Failure by a bidder to attend any mandatory pre-bid meeting will render the bidders bid “non-responsive”.
- C. Subcontractors and suppliers may attend pre-bid meetings.

### Part 2 – PRODUCTS (not used)

### Part 3 – EXECUTION

#### 3.1 Attendance

- 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.
- 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.

- 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** -----

### Part 1 – **GENERAL**

#### 1.1 **Summary**

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

#### 1.2 **Hazardous Materials Notice**

- A. The Port has no evidence that any asbestos, lead-containing, or other hazardous materials will be disturbed by the Work.
- B. This was the site of an Environmental Protection Agency (EPA) clean-up and only trace amounts of material believed to be non-hazardous according to Federal standards remains on the site. For more information see the Washington Department of Ecology Cleanup Plan at <https://fortress.wa.gov/ecy/gsp/DocViewer.aspx?did=889> or the EPA 2011 Final Report at <https://fortress.wa.gov/ecy/gsp/DocViewer.ashx?did=8748>

### Part 2 – **PRODUCTS** (not used)

### Part 3 – **EXECUTION**

#### 3.1 **Discovery**

- A. If the Contractor encounters material suspected of containing lead or asbestos, the Contractor shall stop work and immediately notify the Port and Engineer.
- 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.
- C. Port may suspend work in the vicinity of any potentially contaminated material.

#### 3.2 **Testing**

- 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**

- 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:
  - 1. Resumption of the Work as before the suspension
  - 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. Treatment and/or disposal of the contaminated material in an approved manner
  - 4. Modification or termination of this Contract

End of Section 00 31 26

Section 00 41 13 – **BID PROPOSAL**

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 alternate bid:

**Concrete Rubble Placement**

Deductive alternate bid:

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 (\$\_\_\_\_\_)

Additive Alternate Bid (if specified above)

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Deductive Alternate 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 within **30 calendar days (Base Bid) or 60 calendar days (Base and Additive Alternate)** from the date of the Notice to Proceed given by the Port District to the Contractor for the lump sum 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 AND STATE

\_\_\_\_\_  
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.)

ADDENDUM NO.

DATE OF RECEIPT

ACKNOWLEDGMENT

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(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:

SURETY

ADDRESS

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 Oblige, 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 Oblige shall make any award to the Principal for furnish-  
ing 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 perfor-  
mance 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

Bid Item	Spec. Section	Est. Qty.	Unit of Measure	Item Description	Unit Price	Total Amount
1.	Div. 00 & 01	1	Lump Sum	Mobilization, Project Management, Erosion Control, Etc., complete per lump sum @_____	Lump Sum	\$_____
2.	31 10 00	1	Lump Sum	Clearing and Grubbing borrow areas as required, complete per lump sum @_____	Lump Sum	\$_____
3.	31 22 13	1	Lump Sum	Soil Cap Excavation and Embankment, complete per lump sum @_____	Lump Sum	\$_____
<b>Total Base Bid</b>					<b>\$_____</b>	

### ADDITIVE ALTERNATE BID (Concrete Rubble Placement)

Bid Item	Spec. Section	Est. Qty.	Unit of Measure	Item Description	Unit Price	Total Amount
4.	31 10 00	1	Lump Sum	Stripping of fill area, complete per lump sum @_____	Lump Sum	\$_____
5.	31 22 13	4	Week	Placement of concrete rubble material, complete per calendar week @_____	\$_____	\$_____
<b>Total Additive Alternate Bid</b>					<b>\$_____</b>	

End of Section 00 43 22

## Section 00 45 13 – RESPONSIBLE BIDDER REQUIREMENTS

### Part 1 – GENERAL

#### 1.1 Summary

- A. Under RCW 39.04.350 ([apps.leg.wa.gov/rcw/default.aspx?cite=39.04.350](http://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

- 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 (<http://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](http://fortress.wa.gov/lni/bbip/Search.aspx));
- B. The Bidder must have a unified business identifier (UBI) number in compliance with WAC 458-20-101 (<http://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 (<http://bls.dor.wa.gov/LicenseSearch>);
- 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 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=50>);
- D. If the Bidder employs persons in Washington State, the Bidder must have industrial insurance coverage in compliance with Title 51 RCW (<http://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>);
- E. The Bidder must have a state excise tax registration number as required under Title 82 RCW (<http://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 (<http://dor.wa.gov/content/doingbusiness/registermybusiness/brd>);
- F. The bidder must not be disqualified from bidding on any public works contract under RCW 39.06.010 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=39.06.010>) or RCW 29.12.065 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=39.12.065>) as reported by the Wash. Dept. of Labor and Industries web site (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors>);
- 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 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=49.04>) for the one-year period immediately preceding the date of the bid solicitation; and
- H. If the total bid amount is one million dollars (\$1,000,000) or more, the bidder must not have been found, by the Wash. Dept. of Labor and Industries, to be out of compliance with RCW 39.04.370 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=39.04.370>) requiring the submission of information about off-site, prefabricated, nonstandard, project specific items produced outside Washington, more than one time. (Requirement expires December 31, 2013).

### Part 2 – PRODUCTS (not used)



Part 3 – **EXECUTION** (not used)

End of Section 00 45 13

Section 00 46 19 – **NON-COLLUSION AFFIDAVIT**

I, the undersigned, having submitted a Bid for Project 2015-06, 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 46 19

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 ]

2015-06 – DIP RAMCo Site Cap 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](http://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**

2015-06 - DIP RAMCo Site Cap 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:**

Provide all labor, materials, tools, and equipment and perform all work and related activities to filling of approximately 1.5 acres including: site stripping; 6,000 cy soil cap embankment; placement of 17,000 cy concrete rubble embankment and appurtenant work to complete the DIP RAMCo Site Cap Project in the Dallesport Industrial Park, Dallesport, Washington.

The Contractor agrees to furnish, at its own expense, all labor, machinery, tools, materials, equipment, etc., including all work incidental to or described or implied as incidental to such items, according to the Contract Documents, including the bid proposal, inserted addendum(s), specifications, plans, inserted additive alternate(s) and the instructions of the Port of Klickitat, and that it will accept, in full payment therefore, the price as set forth in the Contractor's Bid Proposal, plus Washington State Sales Taxes.

The Contractor agrees to complete the Work within **30 calendar days (Base Bid) or 60 calendar days (Base and Additive Alternate)** from date of the Notice to Proceed from the Port District. The Port District 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 of said written estimate, pay to the Contractor ninety-five percent (95%) of such approved, estimated value. The remaining five percent (5%) of such approved estimated value shall be retained and held in trust in accordance with Chapter 60.20.010 RCW until the final acceptance of the work by the Port District Commission. Whenever, in the opinion of the Port's representative, the work covered by the Contract has been completed, it shall so certify in writing to the Port Commission and shall submit a final estimate showing the total amount of work completed by the Contractor and its value under and according to the terms of the Contract Documents. The final estimate shall cover all amounts due the Contractor, all deductions made as provided for in the Contract Documents, and the total of all previous payments. After the acceptance of the work by the Port District Commission, the Port shall pay the Contractor the amounts due it under the final estimate, except for the amounts held or retained under the terms of the Contract Documents. Before final payment of the retained percentage, the Contractor must file with the Port a release from the Washington State Department of Labor and Industries and a release from the Washington State Tax Commission. The Contractor must make application for the release from the Department of Labor and Industries, and the Port will make the request for the release from the Washington State Tax Commission. There will be a hold period on the final payment of at least thirty (30) days after the final acceptance by the Port District Commission.

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 and to the approval of the Port District's Representative, and as proposed by the bid of the Contractor, or in the event the Contractor shall fail to complete and perform any of the conditions and provisions herein contained, Port has 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 August 26, 2015 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:

By: \_\_\_\_\_

By: \_\_\_\_\_

Marc Thornsby

Name: \_\_\_\_\_

Executive Director

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## Section 00 52 13 – INDEMNIFICATION ADDENDUM

The Contractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of Contractor or Sub-contractor or anyone else and to all property (including loss of use thereof) caused in whole or in part, resulting in whole or in part from, arising in whole or in part out of, or occurring in whole or in part in the execution of the Work by Contractor and/or Contractor's agents, servants, employees or sub-contractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them 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 whatever (including death resulting therefrom) to all persons, whether employees of Contractor or Sub-contractor or anyone else and to all property (including loss of use thereof) whether such claim be based upon Contractors and/or its agents, servants, employees or sub-contractors 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, servants, employees or sub-contractors, from and against any and all loss, expense, damage or injury, that the Port, its agents, servants or employees, the 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, servants or employees the Architect/Engineer and its sub-consultants the defense of any action at law or equity which may be brought against the Port, its agents, servants or employees the 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, servants, employees, the Architect/Engineer and its sub-consultants, upon demand of either, the amount of any judgment that may be entered against the Port, its agents servants, employees, the 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, servants, employees, the 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 certify that this addendum has been mutually negotiated and executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

KLICKITAT COUNTY PORT DISTRICT NO. 1:

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Marc Thornsby

Name: \_\_\_\_\_

Executive Director

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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 ]

2015-06 – DIP RAMCo Site Cap 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 Thornsburry  
Executive Director

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**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**

NOTE: 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 to filling of approximately 1.5 acres including: site stripping; 6,000 cy soil cap embankment; placement of 17,000 cy concrete rubble embankment and appurtenant work to complete the DIP RAMCo Site Cap 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:

Surety:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

End of Section 00 61 13.13

Section 00 61 13.16 – **LABOR AND MATERIAL PAYMENT BOND**

NOTE: 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 to filling of approximately 1.5 acres including: site stripping; 6,000 cy soil cap embankment; placement of 17,000 cy concrete rubble embankment and appurtenant work to complete the DIP RAMCo Site Cap 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. 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

SURETY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

End of Section 00 61 13.16

Section 00 63 63 – **CHANGE ORDER**

Number / Date	
Requester	

Title	
Description	
Reason	

Target Completion	
Timeline Impact	
Cost Impact	

	<b>Port of Klickitat</b>	<b>[contractor]</b>
Agreed On		
Agreed By		
(signature)		

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

End of Section 00 63 63

## Section 00 71 00 – CONTRACTING DEFINITIONS

### Part 1 – GENERAL

#### 1.1 Definitions

<b>Addendum or Addenda</b>	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.
<b>Alternate Bid</b>	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.
<b>Alternative Bid</b>	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.
<b>Applicable Law</b>	All federal, state, and local codes, statutes, ordinances, and regulations that apply to the performance of the Work on the Project.
<b>Architect/Engineer</b>	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.
<b>As-Built Documents</b>	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.
<b>Bid</b>	A written proposal to perform a Contract submitted on a completed Bid Form and accompanied by other required documents.
<b>Bid Form</b>	A signed form, furnished with the proposed Contract Documents, that contains the Bidder's Bid and is submitted to the Port District.
<b>Bid Guaranty</b>	A bid bond or other authorized instrument of security submitted with the Bid to provide assurance that the Bidder will execute the Contract Form.
<b>Bidder</b>	A Person that has submitted a Bid.
<b>Certificate of Contract Completion</b>	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.
<b>Change Order</b>	A document executed by the Port District that modifies the Contract.
<b>Construction Progress Schedule</b>	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.
<b>Contract</b>	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.
<b>Contract Completion</b>	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.
<b>Contract Documents</b>	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).
<b>Contract Form</b>	The form furnished by the Port District that, when completed and signed by the Contractor and the Port District, evidences entry into the Contract.
<b>Contract Time</b>	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.
<b>Contractor</b>	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.
<b>Defective Work</b>	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.
<b>Drawings</b>	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.
<b>Final Acceptance</b>	The Port District's acceptance of the Work performed by the Contractor after certification by the Architect/Engineer of Contract Completion.
<b>Final Inspection</b>	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.
<b>Furnish</b>	To supply and deliver to the Site, or other specified location, ready for installation or use.
<b>General Conditions</b>	The Port District's standard conditions applicable to all of its projects.
<b>Hazardous Materials</b>	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.
<b>Liquidated</b>	A sum established in the Contract Documents and to be paid to the Port

<b>Damages</b>	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.
<b>Milestone</b>	A significant date or event in the development of the Work identified in the Contract Documents and illustrated on the Construction Progress Schedule.
<b>Notice to Proceed</b>	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.
<b>Phase</b>	A separation in the Work of the Project by sequence or time intervals.
<b>Port of Klickitat or Port District or The Owner</b>	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).
<b>Project</b>	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.
<b>Project Manager</b>	The individual designated by the Port District as its representative.
<b>Provide</b>	Furnish all materials and perform all Work under the Contract in a complete and acceptable manner.
<b>Punch List</b>	A document listing items of the Work requiring correction or completion by the Contractor as a condition precedent to Contract Completion.
<b>Samples</b>	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.
<b>Shop Drawings</b>	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.
<b>Specifications</b>	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.
<b>Sub-contractor</b>	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.
<b>Substantial Completion</b>	The date upon which the work can legally be used by the owner for its intended purposes.
<b>Supplementary Conditions</b>	Additions to the General Conditions that describe conditions of the Contract unique to the Project.
<b>Unit Price</b>	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.
<b>Work</b>	The furnishing of all labor, materials, tools, equipment, supervision, and other

incidentals necessary or convenient to successful completion of the project.

Part 2 – **PRODUCTS** (not used)

Part 3 – **EXECUTION** (not used)

End of Section 00 71 00

Section 00 72 13 – **GENERAL CONDITIONS** -----

Part 1 – **GENERAL**

1.1 **Summary**

- 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.
- B. Construction Means and Methods: The Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences and procedures.
- 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 insure 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.
- 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.
- E. Governing Law: This Contract shall be governed by the laws of the State of Washington.
- 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.
- G. Location: Port's properties are located in unincorporated Klickitat County.
- 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.



- 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- Q. Tools: Contractor assumes all responsibility for protection against loss of all tools, equipment, materials and supplies usual to the completion of this contract.
- 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

- 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.
- 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.
- 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

- 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- 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

- 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.

- 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

- 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.
- 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.
- 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

- 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.

- 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.
- 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.
- 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

- 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. Claims arising from unsettled liens or claims,
2. Claims for faulty work or defective materials appearing after final payment,
3. Claims for failure of the work to comply with requirements of the Contract Documents, or
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.

- 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.

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

## 1.8 Performance

- 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.
- 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.
- 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 time limit set under the contractor's proposal, or as extended by the Port District, the Contractor does hereby agree to pay the Port District the amount of Two Hundred Fifty Dollars (\$250.00) 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.

- 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

- 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 insure 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.
- 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.
- 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.
- 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.
- 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

- 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).
- 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

- 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

- 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.
- 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.
- 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

- 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.
- B. Deliverables: Upon receipt of a termination notice Provider shall promptly deliver to Port all data and deliverables developed while performing this Contract whether completed or in progress.

- 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.
- 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.
- 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.**
- 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.
- 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.
- 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.
- I. 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.

Part 2 – **PRODUCTS** (not used)

Part 3 – **EXECUTION** (not used)

End Section 00 72 13

Section 00 73 16 – **INSURANCE REQUIREMENTS** -----

Part 1 – **GENERAL**

#### 1.1 **Summary**

- 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:

Part 2 – **PRODUCTS**



## **2.1 Workers' Compensation**

- 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**

- 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 or Greater Amount] any occurrence.

## **2.3 Automobile Liability**

- 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 or Greater Amount] any one occurrence.

## **2.4 Excess Liability**

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

# **Part 3 – EXECUTION**

## **3.1 Proof of Insurance**

- 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:
  - 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.
  - 2. Such insurance shall be primary to any owned by the Klickitat County Port District No. 1.
  - 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 REQUIREMENTS -----**

## **Part 1 – GENERAL**

### **1.1 Apprentices**

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

### **1.2 Regulations Incorporated**

- 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

- A. This contract involves "Public Work" as defined in Subsection 39.04.010(4) RCW. 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

- A. Before submitting its bid, the Contractor shall obtain the prevailing wage rates for Klickitat County effective September 3, 2015. 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](http://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](http://www.lni.wa.gov/IPUB/700-032-000.pdf).

### 1.5 Disputes

- 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 Section 38.12.060 RCW as amended.

Part 2 – **PRODUCTS** (not used)

Part 3 – **EXECUTION**

#### 3.1 Statement of Intent

- 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** -----

Part 1 – **GENERAL**

#### 1.1 Summary

- 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**

- A. RCW 39.04.140 ([apps.leg.wa.gov/rcw/default.aspx?cite=39.04.140](http://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**

- A. RCW 39.04.370 ([apps.leg.wa.gov/rcw/default.aspx?cite=39.04.370](http://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**

- A. Chapter 39.12 RCW ([apps.leg.wa.gov/rcw/default.aspx?cite=39.12](http://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**

- A. RCW 82.04.050(10) ([apps.leg.wa.gov/rcw/default.aspx?cite=82.04.050](http://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](http://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**

- A. RCW 60.28.011 ([apps.leg.wa.gov/rcw/default.aspx?cite=60.28.011](http://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**

- A. Chapter 82.04 RCW ([apps.leg.wa.gov/rcw/default.aspx?cite=82.04](http://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](http://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**

- A. RCW 39.30.060 ([apps.leg.wa.gov/rcw/default.aspx?cite=39.30.060](http://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**

- A. Chapter 39.04.180 RCW ([apps.leg.wa.gov/rcw/default.aspx?cite=39.04.180](http://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](http://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**

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

## **1.11 Working Day/Overtime**

- A. Chapter 49.28 RCW ([apps.leg.wa.gov/rcw/default.aspx?cite=49.28](http://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**

- A. RCW 51.12.050 ([apps.leg.wa.gov/rcw/default.aspx?cite=51.12.050](http://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](http://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.

## **Part 2 – PRODUCTS (not used)**

Part 3 – **EXECUTION** (not used)

End of Section 00 73 73

## **DIVISION 1 – GENERAL REQUIREMENTS**

### **Section 01 11 00 – SUMMARY OF WORK** -----

#### **Part 1 – GENERAL**

##### **1.1 Summary**

- A. The Contractor shall: Provide all labor, materials, tools, and equipment and perform all work and related activities to filling of approximately 1.5 acres including: site stripping; 6,000 cy soil cap embankment; placement of 17,000 cy concrete rubble embankment and appurtenant work to complete the DIP RAMCo Site Cap Project in the Dallesport Industrial Park, Dallesport, Washington.

Part 2 – **PRODUCTS** (not used)

Part 3 – **EXECUTION** (not used)

End Section 01 11 00

### **Section 01 14 16 – COORDINATION WITH OTHERS** -----

#### **Part 1 – GENERAL**

The Contractor shall cooperate with the business and property owners in the area to provide good access to private property whenever possible. Sidewalks shall be kept clear of any construction materials at all times. Barricades, traffic cones, blinkers, and signing shall be used to direct the public through the Work area safely.

Part 2 – **PRODUCTS** (not used)

Part 3 – **EXECUTION** (not used)

End Section 01 14 16

### **Section 01 18 00 – EXISTING UTILITIES** -----

#### **Part 1 – GENERAL**

##### **3.1 Summary**

- A. The following utility services may be affected by the Contractor's Work:
  - 1. Electric Power  
Bonneville Power Administration  
Laura Loop  
P.O. Box 3621, TERR-3, Portland, OR 97208-3621  
(503) 230-5536

##### **3.2 Conflict**

- A. If a conflict develops between the design line and grade of a pipeline or project improvement and existing utility, the Architect/Engineer may adjust the pipeline grade or have the existing utility relocated. The existing utility may be relocated by the owner of the utility or its designated representative or by the Contractor upon the approval of the utility owner and the Architect/Engineer. The Contractor shall perform all relocation work required by the Architect/Engineer. If the Contractor performs the relocation work, a Change Order shall be negotiated prior to any actual work unless payment for the work is otherwise specified.

##### **3.3 Discrepancies**

- A. Known utilities and structures expected to be adjacent to or encountered in the Work are shown on the Drawings. Information on existing utilities may be provided by others and existing records may not be completed or accurate. It is expected there may be

discrepancies and omissions in the location, size, and quantities of utilities and structures shown. Those shown are for convenience of the Contractor only and no responsibility is assumed by either the Port or Architect/Engineer for their accuracy. The Contractor shall work closely with the owner of any utilities or structures affected by the Work to avoid damage.

#### **3.4 Interruption of Service**

- A. The Contractor shall receive prior approval from the appropriate authority or utility owner before any public or private utility service is interrupted. The Contractor shall give a minimum of twenty-four (24) hours notice to all utility customers who will be affected by the Contractor's operations. No utility service shall be disconnected or interrupted for more than nine (9) hours or as required by the utility owner, whichever is less, in any twenty-four (24) hour period. When disruption of service will be longer than nine (9) hours in any one day, the Contractor shall provide safe and appropriate temporary service. All temporary service shall be coordinated with the utility owner. When regular utility service interruption is required during the course of the Work, the Contractor shall submit a written plan to the Architect/Engineer and utility owner detailing the proposed work plan notification procedures and estimates the extent of service interruption. The Contractor must obtain written approval of his plan from the utility provider. At a minimum, notification shall include door hangers and public notification in the newspaper and radio, as appropriate. Personal contact shall be made where practical. The Contractor shall make every effort possible to provide continuous utility service to all utility customers. When special conditions exist where an interruption of utility service would create an extra hardship on the utility customer or create a hazardous condition, the Contractor shall provide continuous service. Particular care and planning must be arranged to provide continuous or temporary service as approved by the utility owner and the Architect/Engineer. If the Contractor inadvertently damages or interrupts an existing utility, the Contractor shall immediately notify affected utility users and make arrangements to provide temporary service to the parties affected and shall repair said utility as required by the utility owner and the Architect/Engineer at no cost to the Port District. If the Contractor fails to make immediate repairs and provide service as required, the Port District may have said work performed by others and deduct the cost of said work from payment to the Contractor

#### **3.5 Locating**

- A. The Contractor shall be responsible for notifying all underground utility providers prior to commencing the Work and for having all underground utilities located and marked in accordance with the requirements of Chapter 19.122 RCW ([apps.leg.wa.gov/rcw/default.aspx?cite=19.122](http://apps.leg.wa.gov/rcw/default.aspx?cite=19.122)).

#### **3.6 Protection**

- A. The Contractor shall support and otherwise protect all pipes, conduits, cables, poles, and other existing services where they cross the trench or are otherwise undermined or affected by the Work. The Contractor shall restore the support of an undermined existing utility using backfill compacted to ninety-five percent (95%) maximum density as determined by ASTM D-698 or WSDOT Test Method 606, as applicable.

#### **3.7 Shutting Off Service**

- A. Utility service shall not be permanently shut-off to customers unless identified on the Drawings.

End Section 01 18 00

Section 01 25 13 – **PRODUCT SUBSTITUTION** -----

Part 1 – **GENERAL**

## 1.1 Summary

- A. Whenever material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description shall state that no substitution is permitted or the use of like, equivalent, or "or equal" items is prohibited, other items of material or equipment or the material or equipment of other suppliers may be submitted to the Architect/Engineer for review as described in this Section.

## 1.2 "Or Equal" Items

- A. If an item of material or equipment proposed by the Contractor is functionally equivalent to that named and sufficiently similar so that no change in the related Work will be required, the Architect/Engineer may, in his/her sole discretion, consider it an "or equal" item and waive some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph, proposed material or equipment will be considered functionally equivalent to an item so named if, in the exercise of reasonable judgment, Architect/Engineer determines that:
  - 1. It is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
  - 2. It will reliably perform, at least equally well, the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
  - 3. It has a proven record of performance and availability of response service; and
  - 4. The Contractor certifies that, if approved and incorporated into the Work there will be no increase in Contract Times or cost to the Port and it will conform substantially to the detailed requirements of the item named in the Contract Documents.

## 1.3 Substitute Items

- A. If the Architect/Engineer shall determine, in his/her sole discretion, any material or equipment proposed by Contractor does not qualify as an "or equal" item under this Section, it will be considered a proposed substitute item.
- B. The Contractor shall submit sufficient information as provided below to allow the Architect/Engineer to determine that the material or equipment proposed is essentially equivalent to that named and an acceptable substitute. Requests for review of proposed substitute materials or equipment will not be accepted by Architect/Engineer from anyone other than the Contractor.
- C. The procedure requirements for review by the Architect/Engineer shall be as set forth below and as the Architect/Engineer may decide is appropriate given the circumstances.
- D. The Contractor shall make written application to the Architect/Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application shall:
  - 1. Certify that the proposed substitute item will adequately perform the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified.
  - 2. State the extent, if any, to which the use of the proposed substitute item will affect the Contractor's achievement of Substantial Completion on time.
  - 3. State whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents, or in the provisions of any other direct contract with the Port for other work on the Project, to adapt the design to the proposed substitute item.
  - 4. State whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - 5. Identify all variations of the proposed substitute item from that specified and the available engineering, sales, maintenance, repair, and replacement services.

6. Contain an itemized estimate of all costs or credits that will result directly or indirectly from use of the substitute item, including the costs of redesign and any claims of other Contractors affected by any resulting change.

#### **1.4 Substitute Construction Methods or Procedures**

- A. If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by the Architect/Engineer. The Contractor shall submit sufficient information to allow the Architect/Engineer to determine, in his/her sole discretion, if the substitute proposed is equivalent to that expressly called for by the Contract Documents.

#### **1.5 Evaluation**

- A. The Architect/Engineer shall be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to the provisions of this Section. Upon request of the Architect/Engineer, the Contractor shall furnish additional data about any proposed substitute item. The Architect/Engineer will be the sole judge of acceptability. No "or equal" or substitute shall be ordered, installed, or utilized until deemed acceptable by the Architect/Engineer. Said acceptance shall be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal".

#### **1.6 Special Guarantee**

- A. The Port may require the Contractor to furnish, at Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

#### **1.7 Architect's/Engineer's Cost Reimbursement**

- A. The Architect/Engineer shall record his/her costs in evaluating a substitute proposed or submitted by the Contractor pursuant to this Section. Whether or not the Architect/Engineer approves a substitute item so proposed or submitted by the Contractor, the Contractor shall reimburse the Port for the charges of the Architect/Engineer for evaluating each proposed substitute. The Contractor shall also reimburse the Port for the charges of the Architect/Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with the Port) resulting from the acceptance of each proposed substitute.

#### **1.8 Contractor's Expense**

- A. The Contractor shall provide all data in support of any proposed substitute or "or equal" at the Contractor's sole expense.

Part 2 – **PRODUCTS** (not used)

Part 3 – **EXECUTION** (not used)

End Section 01 25 13

Section 01 26 63 – **CHANGE ORDERS** -----

Part 1 – **GENERAL**

#### **1.1 Summary**

- A. A Change Order is a written order signed by the Port District and the Contractor, and issued after execution of the Contract, authorizing a change in the Work and/or adjustment in the date of Substantial Completion. The amount of the Contract and the date of Substantial Completion can be changed only by Change order.

#### **1.2 Changes in the Work**

- A. The Port District, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, and the



amount of the Contract shall be adjusted accordingly. Such changes in the Work shall be authorized by Change order, and shall be performed under the Project Specifications or the Washington State "Standard Specifications for Road, Bridge and Municipal Construction," latest revision, if not included in the Project Specifications.

### 1.3 Disagreement

- A. If the Port and the Contractor cannot agree on the cost and time impacts of a Change Order, the Contractor shall in any event promptly proceed with the Work involved. The Contractor shall keep and present to the Port District an itemized account of the reasonable expenditures (including overhead and profit) and savings of those performing the Work attributable to the change, including the cost of revisions to the Contract Documents.

Part 2 – **PRODUCTS** (not used)

Part 3 – **EXECUTION** (not used)

End Section 01 26 63

## Section 01 31 19 – **PROJECT MEETINGS** -----

### Part 1 – **GENERAL**

#### 1.1 Preconstruction Conference

- A. A preconstruction conference shall be held prior to the Work commencing on the project. The Contractor, Port, Architect/Engineer, and other appropriate agencies, utility providers, etc. shall attend. The Port or Architect/Engineer shall prepare a draft agenda and coordinate the time and place of the meeting. The meeting shall be held to discuss general contracting procedures, communications, roles and responsibilities, quality control, project schedule, agency requirements, and other topics related to the Work, as appropriate.

#### 1.2 Project Work Meetings

- A. The Contractor and/or his superintendent shall meet with the Port and Architect/Engineer on a regular basis to review the progress of the Work, work schedule, project concerns, etc. as may be appropriate. The intent of this meeting is to facilitate communication keep all parties informed as to the status of the Work. Generally, the meeting shall be held weekly; however, it may be scheduled at other times if needed.

Part 2 – **PRODUCTS** (not used)

Part 3 – **EXECUTION** (not used)

End Section 01 31 19

## Section 01 32 13 – **SCHEDULING OF WORK** -----

### Part 1 – **GENERAL**

#### 1.1 Diligent Completion

- A. The Contractor shall arrange his/her work schedule such that all phases of the Work, once started, shall be diligently pursued until completed. The intent is that the work area shall not be disturbed for undue periods of time. If the Architect/Engineer determines that the Work is not being diligently completed, s/he shall request the Contractor to complete said Work.

#### 1.2 Period of Performance

- A. By submitting a bid, the Contractor acknowledges that it is responsible to maintain progress on the Work to achieve the milestones listed below (if any).
- B. The milestone and completion dates provided below, and as agreed to at the time of contract execution, shall be adhered to unless modified by mutual agreement between the Contractor,

the Port, and the Architect/Engineer. The Contractor is responsible to maintain progress to achieve the milestones including shift work, overtime work, weekend work, supplemental labor and equipment, etc. at no additional cost.

Milestone	Calendar Days After Notice To Proceed
Site Clearing	2
Rubble Placement	30
Soil Cap Embankment	60
Substantial Completion	60

### 1.3 Contractor's Schedule

- A. The Contractor shall submit a preliminary progress schedule and schedule of values to the Architect/Engineer prior to the Preconstruction Conference. Any suggested revisions to the construction timing and sequencing set forth herein shall be submitted at the same time for consideration by the Architect/Engineer and the Port.

### 1.4 Weather

- A. No weather days are provided and the Work is to progress regardless of the weather conditions.

Part 2 – **PRODUCTS** (not used)

Part 3 – **EXECUTION** (not used)

End Section 01 32 13

## Section 01 33 23 – **SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES** -----

### Part 1 – **GENERAL**

#### 1.1 Purpose

- A. Shop Drawing and material submittals allow the Contractor and Architect/Engineer to agree on materials that comply with the specifications prior to purchase and/or incorporation in the Work.

#### 1.2 Definitions

- A. "Action Submittals" shall mean the written and graphic information and physical samples that require responsive action of the Architect/Engineer.
- B. "Informational Submittals" shall mean the written and graphic information and physical samples that do not require responsive action of the Architect/Engineer.

#### 1.3 Submittal Documents

- A. The Contractor shall submit Shop Drawings or manufacturer's data sheets in accordance with the schedule of Shop Drawings and simple submittals. The Architect/Engineer may require Shop Drawings for other items as may be deemed necessary. A minimum of five (5) copies of each item shall be submitted.
- B. The Contractor shall include copies of all approved submittal information in the Contractor's Record Drawings and Operation and Maintenance Manual. A copy of each shop drawing and sample shall also be kept in good order by the Contractor at the job site and shall be available to the Architect/Engineer.

#### 1.4 Processing Time

- A. The Contractor shall allow time for submittal review as follows:

1. The time for review shall commence upon receipt of a submittal by the Architect/Engineer.
2. No extension of the Contract Time will be authorized because of failure to transmit submittals, including re-submittals, sufficiently in advance of the Work to permit processing.
3. The period for review of each initial submittal shall be fifteen (15) calendar days. This review period shall be reasonably extended if coordination with subsequent submittals is required. The Architect/Engineer shall advise Contractor when a submittal being processed must be delayed for coordination.
4. Intermediate submittals, if necessary, shall be processed in the same manner as the initial submittal.
5. The period for review of each re-submittal shall be fifteen (15) calendar days.
6. Where a sequential review of submittals by the Port, consultants to the Architect/Engineer, or other parties is necessary, the period for review shall be twenty-one (21) calendar days.

**Part 2 – PRODUCTS (not used)**

**Part 3 – EXECUTION**

**3.1 Contractor's Review**

- A. Review each Action and Informational Submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to the Architect/Engineer.
- B. Project Closeout and Maintenance Material Submittals shall be submitted pursuant to the requirements set forth in Section 01 77 19.
- C. Stamp each submittal with a uniform approval stamp. Include the Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

**3.2 Architect/Engineer Action**

- A. Review each submittal, make marks to indicate corrections or revisions required, and return it to the Contractor.
- B. The Architect/Engineer shall review each Action Submittal, make any necessary marks to indicate corrections or revisions required, and return it. The Architect/Engineer shall stamp each submittal with an action stamp and will mark said stamp to indicate the action to be taken.
- C. The Architect/Engineer shall review each Informational Submittal and shall return said submittal only if it does not comply with requirements. The Architect/Engineer shall forward each submittal to the appropriate parties.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from the Architect/Engineer.
- E. Incomplete submittals will be considered non-responsive and will be returned for resubmission without review.
- F. Submittals not required by the Contract Documents may be returned by the Architect/Engineer without action.

End Section 01 33 23

**Section 01 35 29 – HEALTH, SAFETY, AND EMERGENCY RESPONSE -----**

**Part 1 – GENERAL**

## 1.1 Summary

- A. All signs, barricades, barriers, lights, cones, trench boxes, shoring/bracing, Personal Protective Equipment and other such devices required to warn, protect, or direct the public and workers during the life of the Contract shall be furnished, installed, moved, and removed by the Contractor. When conditions warrant their use, flaggers shall also be provided by the Contractor. The determination of what measures are required, in addition to those specifically called for by the Drawings and specifications, shall be solely the responsibility of the Contractor.
- B. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work.
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site.
  - 3. All other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of the Work.
- C. The Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss, and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify the Owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of these parties to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor at its sole expense.
- E. The Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and the Architect/Engineer has issued a notice to the Port and the Contractor that the Work is acceptable, except as otherwise expressly provided for in connection with Substantial Completion.

## 1.2 Hazardous Substances

- A. Presence and Use: The Contractor or any of its sub-contractors, shall not, without Port District's prior written consent, keep on or around the premises, common areas or buildings for use, disposal, treatment, generation, or storage any substances designated as, or containing components designated as hazardous, extra hazardous, dangerous, toxic or harmful (collectively referred to as "Hazardous Substances"), and/or which are subject to regulation by any federal, state or local law, regulation, statute or ordinance substances designated as, or containing components designated as hazardous, extra hazardous, dangerous, toxic or harmful (collectively referred to as "Hazardous Substances") , and/or which are subject to regulation by any federal, state or local law, regulation, statute or ordinance.
- B. Indemnification and Cleanup: Contractor shall be fully and completely liable to the Port for any and all cleanup and monitoring costs and any and all other charges, fees, penalties (civil and criminal) imposed upon the Port (as well as the Port's attorney's fees and costs) by any governmental authority with respect to Contractor's use, disposal, transportation, storage, or generation of Hazardous Substances, in or about the Port's premises, or the common areas.
- C. Breach: Upon Contractor's breach of any of the provisions of this Part, in addition to the rights and remedies set forth elsewhere in this document, the Port shall be entitled to, at its sole discretion, terminate this Contract immediately and recover from Contractor any and all

damage associated with the breach including, but not limited to, cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by the Port, any and all damages and claims asserted by third parties, and the Port's attorney's fees and costs.

- D. Work Exemption: The Contractor shall not be required to perform without consent any work related to hazardous substances. For purposes of this provision, "hazardous substances" means any dangerous or extremely hazardous waste as defined in Sections 70.105.010(5) and (6) RCW, or any dangerous or extremely hazardous waste as designated by rule under Chapter 70.105 RCW; any hazardous substance as defined in Section 70.105.010(14) RCW or any hazardous substance as defined by rule under Chapter 70.105 RCW; any substance that, on the date of this contract, is a hazardous substance under Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC SS9601(14); petroleum or petroleum products; asbestos; PCB's; and any substance or category of substances, including solid waste, decomposition products, determined by the Director of the Department of Ecology by rule to present a threat to human health or the environment if released into the environment.

In the event the Contractor encounters on the site material reasonably believed to be a hazardous substance which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Port District in writing. If the material is confirmed to be hazardous substances and it has not been rendered harmless, the Work in the affected area shall not thereafter be resumed except by written agreement of the Contractor and the Port District. In the event the materials are found not to be hazardous substance(s), or when the hazardous substances has been rendered harmless, or adequate measures have been undertaken to protect worker health and safety, and the environment, and upon execution of a written agreement between the Contractor and the Port District, the work in the affected area shall resume.

#### Part 1 – **PRODUCTS** (not used)

#### Part 2 – **EXECUTION**

##### 2.1 **Support Systems**

- A. A support system or other method of protection shall be provided to protect workers from the possible collapse of any sidewalks, pavement, and appurtenant structures to be undermined as part of the Work.

##### 2.2 **Excavation–General**

- A. Equipment and excavated materials must be stored or kept at least two (2) feet from the edge of excavations or Contractor must use retaining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations or a combination of both.

##### 2.3 **Excavation–Trench**

- A. The Contractor shall utilize adequate safety systems that meet the requirements of Chapter 49.17 RCW ([apps.leg.wa.gov/rcw/default.aspx?cite=49.17](http://apps.leg.wa.gov/rcw/default.aspx?cite=49.17)) for any trench excavation over four feet (4') in depth.

End Section 01 35 29

#### Section 01 40 00 – **QUALITY REQUIREMENTS** -----

#### Part 1 – **GENERAL**

##### 2.4 **Section Includes**

- A. Quality control.
- B. Tolerances.
- C. References.

- D. Testing and inspection services.

## **2.5 Quality Control**

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

## **2.6 Tolerances**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

## **2.7 References**

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference in reference documents.

## **2.8 Testing and Inspection Services**

- A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.
- B. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Architect/Engineer.
  - 1. Laboratory: Authorized to operate in State of Washington.
  - 2. Laboratory Staff: Maintain full-time Professional Engineer on staff to review services.
  - 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Architect/Engineer or Owner.

- D. Reports shall be submitted by independent firm to Architect/Engineer, Contractor, and authorities having jurisdiction, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
  - 1. Submit final report indicating correction of Work previously reported as noncompliant.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
  - 1. Notify Architect/Engineer and independent firm 24 hours before expected time for operations requiring services.
  - 2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.
- F. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- G. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Architect/Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- H. Agency Responsibilities:
  - 1. Test Samples of mixes submitted by Contractor.
  - 2. Provide qualified personnel at Site. Cooperate with Architect/Engineer and Contractor in performance of services.
  - 3. Perform indicated sampling and testing of products according to specified standards.
  - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 5. Promptly notify Architect/Engineer and Contractor of observed irregularities or nonconformance of Work or products.
  - 6. Perform additional tests required by Architect/Engineer.
  - 7. Attend preconstruction meetings and progress meetings.
- I. Agency Reports: After each test, promptly submit one copy of report to Architect/Engineer, Contractor, and authorities having jurisdiction. When requested by Architect/Engineer, provide interpretation of test results. Include the following:
  - 1. Date issued.
  - 2. Project title and number.
  - 3. Name of inspector.
  - 4. Date and time of sampling or inspection.
  - 5. Identification of product and Specification Section.
  - 6. Location in Project.
  - 7. Type of inspection or test.
  - 8. Date of test.
  - 9. Results of tests.
  - 10. Conformance with Contract Documents.
- J. Limits on Testing Authority:
  - 1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency or laboratory may not approve or accept any portion of the Work.
  - 3. Agency or laboratory may not assume duties of Contractor.
  - 4. Agency or laboratory has no authority to stop the Work.

Part 3 – **PRODUCTS** (not used)

Part 4 – **EXECUTION** (not used)

End Section 01 40 00

## Section 01 41 00 – **REGULATORY REQUIREMENTS**

### Part 1 – **GENERAL**

- A. The Contractor and the Work shall comply with all applicable codes, laws, ordinances, rules, and regulations of federal, state, and local governmental agencies jurisdictions having authority over the Project. Such codes, laws, ordinances, rules, and regulations shall have the full force and effect as though printed in full in the Contract Documents.
- B. If any code, law, ordinance, rule, or regulation shall require more care or greater time to accomplish the Work or require products of better quality, higher standard, or greater size, the Work shall be accomplished in conformance to such requirements with no change to the Contract Time or Contract Sum, except where the requirement is due to a change in the code, law, ordinance, rule, or regulation subsequent to the time of Bid opening.
- C. If any condition develops subsequent to the commencement of the Project that is not covered by the Contract Documents wherein the finished Work cannot comply with current codes, a Change Order detailing and specifying the required Work necessary for compliance shall be submitted to, and approved by, the Port before proceeding with the Work.
- D. If a conflict shall exist between any referenced regulatory requirements or between the Contract Documents and a regulatory requirement, the Contractor shall comply with the more stringent requirement.

### Part 2 – **PRODUCTS (not used)**

### Part 3 – **EXECUTION (not used)**

End Section 01 41 00

## Section 01 41 23 – **FEES** -----

### Part 1 – **GENERAL**

- A. The Contractor shall be responsible for the payment of all fees pertaining to the Work, except as otherwise explicitly set forth.

### Part 2 – **PRODUCTS (not used)**

### Part 3 – **EXECUTION (not used)**

End Section 01 41 23

## Section 01 41 26 – **PERMITS** -----

### Part 1 – **GENERAL**

#### 1.1 **Summary**

- A. Permits and licenses of a temporary nature necessary for the performance of the Work shall be secured and paid for by the Contractor, except as set forth below.

#### 1.2 **State and Federal Permits**

- A. The Port District shall be responsible for obtaining all permits required by the U.S. Army Corps of Engineers, Washington Shoreline Management Act (SMA), Washington State Environmental Protection Act (SEPA), and any other state or federal agency permit required by the Work, including an NPDES Permit for erosion and sedimentation control during construction (if required). A copy of the permit shall be provided to the Architect/Engineer and Contractor prior to the start of construction.

### Part 2 – **PRODUCTS (not used)**

### Part 3 – **EXECUTION (not used)**



Section 01 42 13 – **ABBREVIATIONS** -----

Part 1 – **GENERAL**

1.1 **Summary**

- A. The abbreviations of Associations, units of measurement, and miscellaneous items are defined as they may be used in these Contract Documents or on the Drawings. Some abbreviations used in these Contract Documents or on the Drawings may not be defined in this Section.
- B. Associations
  - 1. AASHTO American Association of State Highway and Transportation Officials
  - 2. ACI American Concrete Institute
  - 3. AGC Associated General Contractors of America
  - 4. AIA American Institute of Architects
  - 5. AISI American Institute of Steel Construction
  - 6. AISI American Iron and Steel Institute
  - 7. ANSI American National Standards Institute
  - 8. APA American Plywood Association
  - 9. APWA American Public Works Association
  - 10. AREA American Railway Engineering Association
  - 11. ASME American Society of Mechanical Engineers
  - 12. ASTM American Society for Testing and Materials
  - 13. AWS American Welding Society
  - 14. AWWA American Water Works Association
  - 15. CRSI Concrete Reinforcing Steel Institute
  - 16. DIPRA Ductile Iron Pipe Research Association
  - 17. ICEA Insulated Cable Engineers Association
  - 18. IEEE Institute of Electrical and Electronics Engineers
  - 19. IPCEA Insulated Power Cable Engineers Association
  - 20. ITE Institute of Transportation Engineers
  - 21. NEMA National Electrical Manufacturer's Association
  - 22. NFPA National Fire Protection Association
  - 23. SAE Society of Automotive Engineers
  - 24. SSPC Steel Structures Painting Council
  - 25. WWSA Western Wood Products Association
- C. Codes and Acts
  - 1. MUTCD Manual on Uniform Traffic Control Devices
  - 2. NEC National Electric Code
  - 3. NEPA National Environmental Policy Act
  - 4. RCW Revised Code of Washington
  - 5. SEPA State Environmental Policy Act
  - 6. UBC Uniform Building Code
  - 7. UL Underwriter's Laboratory
  - 8. UPC Uniform Plumbing Code
  - 9. WAC Washington Administrative Code
- D. Federal Agencies
  - 1. BIA Bureau of Indian Affairs
  - 2. BLM Bureau of Land Management
  - 3. BOR Bureau of Reclamation
  - 4. DOD Department of Defense
  - 5. FHWA Federal Highway Administration

6. NMFS National Marine Fisheries Services
  7. NRCS Natural Resources Conservation Service
  8. OSHA Occupational Safety and Health Administration
  9. USDA U.S. Department of Agriculture
  10. USEPA U.S. Environmental Protection Agency
  11. USFS U.S. Forest Service
  12. USF&W U.S. Fish and Wildlife
- E. State Agencies
1. DOE Washington Department of Ecology
  2. DOH Washington Department of Health
  3. WDFW Washington Department of Fish and Wildlife
  4. WISHA Washington Industrial Safety and Health Administration
  5. WSDOT Washington State Department of Transportation
- F. Material Descriptions
1. AC Asbestos Cement or Asphalt Concrete
  2. ACP Asphalt Concrete Pavement
  3. BST Bituminous Surface Treatment
  4. C.I. Cast Iron
  5. Conc. Concrete
  6. Culv. Culvert
  7. DI Ductile Iron
  8. FLG Flange
  9. HDPE High Density Polyethylene
  10. MH Manhole
  11. MJ Mechanical Joint
  12. PL Plate
  13. PVC Polyvinyl Chloride
  14. SD Storm Drain
  15. Sht. Sheet
  16. Stl. Steel
  17. W Water
  18. WS Wood Stave
- G. Miscellaneous / Other
1. CL Centerline
  2. C.O. Clean Out
  3. Cl. Class
  4. Elev. Elevation
  5. El. Elevation
  6. Est. Estimate or Estimated
  7. Extg. Existing
  8. F.F. Finished Floor
  9. I.D. Inside Diameter
  10. I/I Infiltration/Inflow
  11. Incl. Including
  12. IE Invert Elevation
  13. Inv.El. Invert Elevation
  14. Irr Irrigation
  15. LS Lump Sum
  16. L.S. Lump Sum
  17. N.T.S. Not to Scale
  18. O.C. On Center
  19. O.D. Outside Diameter
  20. R/W Right-of-Way

21. REQD.	Required
22. ROW	Right-of-Way
23. SS	Sanitary Sewer
24. SCH	Schedule
25. SWL	Static Water Level
26. TDH	Total Dynamic Head
27. TM	Test Method
28. Typ.	Typical

#### H. Units of Measurement

1. cfm	Cubic Feet Per Minute
2. CY	Cubic Yard(s)
3. C.Y.	Cubic Yard(s)
4. Cu.Yd.	Cubic Yard(s)
5. Dia	Diameter
6. Ea.	Each
7. F	Fahrenheit
8. fps	Feet Per Second
9. Ft.	Foot or Feet
10. gpm	Gallons Per Minute
11. Hp	Horsepower
12. In.	Inch or Inches
13. L	Liter
14. Lb.	Pound(s)
15. L.F.	Linear Foot (Feet)
16. Lin.Ft.	Linear Foot (Feet)
17. Max.	Maximum
18. Min.	Minimum
19. MPH	Miles Per Hour
20. Psi	Pounds Per Square Inch
21. Q	Flow Rate
22. R	Radius
23. RPM	Revolutions Per Minute
24. SY	Square Yard(s)
25. S.Y.	Square Yard(s)
26. Sq.Yd.	Square Yard(s)

Part 2 – **PRODUCTS** (not used)

Part 3 – **EXECUTION** (not used)

End Section 01 42 13

Section 01 45 00 – **QUALITY CONTROL** -----

#### Part 1 – **GENERAL**

##### 1.1 **Description**

- A. The Port and Architect/ Engineer shall, at all times, have access to the Work wherever it is in preparation or progress. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to review all Work, materials, invoices for materials, and other relevant data and records. The Contractor shall provide proper facilities for such access and observation of the Work and also for any review or testing thereof. The Contractor shall notify testing personnel, including testing personnel provided by the Port District or Architect/Engineer, at least twenty-four (24) hours in advance of operations to allow for personnel assignments and testing scheduling.

## 1.2 Duty to Perform

- A. Tests or reviews by the Architect/Engineer or others shall not relieve the Contractor from his/her obligations to perform the Work in accordance with the requirements of these Contract Documents and does not make the Architect/Engineer, or others, an insurer of the Contractor's Work.

## 1.3 Monitoring

- A. The Contractor shall be responsible for providing its own construction monitoring and quality control program. The Contractor shall provide and maintain a quality control program that will ensure the quality of the work and materials incorporated into the project. The Contractor shall provide appropriate quality control personnel and testing facilities and certified testing personnel to perform the Work. A written quality control program shall be provided to the Architect/Engineer for review prior to any Work being performed. The plan shall describe testing facilities, qualifications of quality control and testing personnel, testing frequency, and reporting schedule.

## 1.4 Reexamination

- A. Reexamination of questioned work may be ordered by the Port or Architect/Engineer and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the Port shall pay the cost of reexamination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such cost unless he or she shall show that the defect in the work was caused by others employed by the Port and, in that event, the Port shall pay such cost.

## 1.5 Samples

- A. The Contractor shall submit, at Contractor's expense, samples of any material to be utilized on the project to the Architect/Engineer for review. The Architect/Engineer may take additional samples and provide check tests on material being incorporated into the Work to verify compliance with the requirements of the Contract Documents. Materials or workmanship found to be outside of the specification limits shall be replaced with suitable material at no additional expense to the Port. The Contractor shall pay for all additional reviews and retesting required because of defective work or ill-timed notices. After any tests are completed, the Contractor shall be responsible for repairing test areas to match original conditions.

## 1.6 Testing and Approval

- A. If the specifications, the Port's instructions, laws, ordinances or any public authority, require any work to be specially tested or approved, the Contractor shall give the Port District timely notice of its readiness for inspection and, if the inspection is by another authority than the Port or Architect/Engineer, of the date fixed for such inspection. Inspections by the Port shall be promptly made and, where practicable, at the source of supply.

Part 2 – **PRODUCTS** (not used)

Part 3 – **EXECUTION** (not used)

End Section 01 45 00

Section 01 55 26 – **TRAFFIC CONTROL** -----

Part 1 – **GENERAL**

### 1.1 Summary

- A. The Contractor shall furnish all standard traffic control signs required for the Work. All signs furnished by the Contractor remain the property of the Contractor. All costs incurred by the Contractor in placing and maintaining the signs shall be included in the lump sum price in the

proposal. If no separate bid item is provided, the cost shall be considered incidental to the Contract, and no additional compensation shall be allowed.

## Part 2 – **PRODUCTS**

### 2.1 **Materials**

- A. The materials used for, and the installation of, all warning and traffic control devices shall conform to the applicable provisions of the current edition of Standard Specifications for Road, Bridge, and Municipal Construction, Washington State Department of Transportation, and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), U.S. Department of Transportation, Federal Highway Administration.

## Part 3 – **EXECUTION** (not used)

End Section 01 55 26

## Section 01 57 13 – **EROSION AND SEDIMENT** -----

### Part 1 – **GENERAL**

#### 1.1 **Summary**

- A. The Contractor shall provide pollution, erosion, and sediment control measures as otherwise described in the Contract Documents or, in the absence of such description, in accordance with the provisions set forth in this Section. If the Port or Architect/Engineer shall order the Work suspended, the Contractor shall continue to control erosion, pollution, and runoff during the period of suspension.

#### 1.2 **Noise Pollution**

- A. The Contractor shall limit all work generating excessive noise (e.g. impact pile-driving, crushing, drilling, blasting, and grinding) to working days between 8:00am and 5:00pm.

#### 1.3 **Dust Control**

- A. The Contractor shall control dust generated directly from the area, or as a consequence, of the Work at all times and particularly during periods of high winds or when the Work shall involve grading, earthmoving, crushing, blasting or other operations that generate dust.

#### 1.4 **Seeding**

- A. The Contractor will be responsible to prepare the surface for seeding in accordance with Section 3.1 and the Port will be responsible for seeding of the Site.

### Part 2 – **PRODUCTS**

#### 2.1 **Dust Control**

- A. The Contractor may use one or more of the following to control dust during performance of the Work:
  - 1. Water
  - 2. A soil stabilizer or dust palliative such as Eco-Tac, Soiltac, or Soilfloc.
- B. The Contractor may obtain water at no charge from the Owner from the standpipe located off Dock Road. The Contractor will be required to keep track of the volume of water used.

### Part 3 – **EXECUTION**

#### 3.1 **Seeding**

- A. All areas to be seeded, including excavated slopes, shall be compacted and prepared unless otherwise specified or ordered by the Port or Architect/Engineer. A sheepfoot roller, crawler tractor, or similar equipment that forms longitudinal depressions at least 2 inches deep shall be used for compaction and preparation of the surface to be seeded.

- B. The entire area shall be uniformly covered with longitudinal depressions formed perpendicular to the natural flow of water on the slope. The soil shall be conditioned with sufficient water so the longitudinal depressions remain in the soil surface until completion of the seeding.
- C. The Contractor shall notify the Port or Architect/Engineer not less than twenty-four (24) hours in advance of any seeding operation and shall not begin the Work until areas prepared or designated for seeding have been approved.
- D. Seeding shall not be done during sustained winds in excess of ten miles per hour (10 mph) or when the ground is frozen, excessively wet, or otherwise untillable. Seed shall be applied using one of the following methods:
  - 1. A hydro seeder that utilizes water as the carrying agent, and maintains continuous agitation through paddle blades. It shall have an operating capacity sufficient to agitate, suspend, and mix into a homogeneous slurry the specified amount of seed and water or other material. Distribution and discharge lines shall be large enough to prevent stoppage and shall be equipped with a set of hydraulic discharge spray nozzles that will provide a uniform distribution of the slurry.
  - 2. A blower with an adjustable disseminating device capable of maintaining a constant, measured rate of material discharge that will ensure an even distribution of seed at the rates specified.
  - 3. By hand, but only for areas in which the above methods are impractical and with approval of the Port or Architect/Engineer.
- E. Seed applied by hand shall be incorporated into the top one-quarter inch (1/4") of soil by hand raking or other method approved by the Port or Architect/Engineer. Seed shall be applied at a rate of no less than eight and one-half pounds per 1,000 sq. ft. (8.5lbs/1,000sf).
- F. Seed applied using a hydroseeder shall utilize a paper mulch tracer to retain moisture and visibly aid uniform application. The tracer shall not be harmful to plant, aquatic, and animal life. The seed and tracer shall be applied at a rate of thirty pounds per 1,000 sq. ft. (30lbs/1,000sf).
- G. Seed applied using a hydroseeder may be applied with fertilizer in one application, provided the fertilizer is placed in the hydroseeder tank no more than 1 hour prior to application.

End Section 01 57 13

## Section 01 58 13 – **PROJECT SIGNS** -----

### Part 1 – **GENERAL**

#### 1.1 **Summary**

- A. No project sign is required.
- B. One (1) signboard may be provided and installed by the Contractor to identify itself.

### Part 2 – **PRODUCTS**

#### 2.1 **Sign Board**

- A. The signboard shall be 3/4-inch grade B-B high-density plywood with two good sides conforming to PS-1 standard for structural plywood and no greater than four feet by eight feet (4x8) in size.

#### 2.2 **Posts**

- A. Support posts shall be treated Douglas Fir posts no less than 4 inches by 4 inches (4x4) in size.

### 2.3 Hardware

- A. Bolts, nuts, washers, and other mounting hardware shall be galvanized and of the sizes necessary to sufficiently support the sign.

### 2.4 Paint

- A. The Contractor shall paint the sign board and posts using grey primer.

## Part 3 – EXECUTION

### 3.1 Installation

- A. The sign board shall be installed with a minimum one foot (1') clearance at grade
- B. A minimum of two posts shall be used using a minimum 3 foot (3') embedment.
- C. The sign shall be located as directed by the Port.

### 3.2 Removal

- A. Upon completion and acceptance of the Work, the Contractor shall remove the sign and posts and restore the site to its condition at the start of the project or as required by the Contract Documents.

End Section 01 58 13

## Section 01 71 13 – MOBILIZATION -----

### Part 1 – GENERAL

#### 1.1 Summary

- A. The Contractor shall be responsible for the preparatory work and operations required for the Work including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site for the establishment of a job shack and/or other facilities necessary for Work on the project, for premiums on bonds and insurance for the project, for special fees, and for other work and operations that Contractor must perform or costs it must incur before beginning Work on the project.

Part 2 – PRODUCTS (not used)

Part 3 – EXECUTION (not used)

End Section 01 71 13

## Section 01 71 23 – FIELD ENGINEERING -----

### Part 1 – GENERAL

#### 1.1 Summary

- A. Surveying and field engineering services shall be performed only by, or under the direct supervision of, a professional land surveyor or civil engineer licensed and registered in the State of Washington.
- B. Except as set forth in this Section, the Contractor shall provide all staking required by the Work.

#### 1.2 Preservation

- A. The Contractor shall be responsible for protecting and preserving any monuments, stakes, and other markers.

- B. Monuments, stakes, and other markers not adequately preserved or protected by the Contractor shall be restored by the Port or the Architect/Engineer with the costs of such restoration deducted from the Contractor's next payment.

### 1.3 Staking

- A. The Architect/Engineer shall provide slope staking or offset grade staking for all earthwork/grading at fifty foot (50') intervals and at all horizontal and vertical angle points.
- B. The Architect/Engineer shall provide hubs to top of finish grade at the drainage centerline at fifty foot (50') intervals.

Part 2 – **PRODUCTS** (not used)

Part 3 – **EXECUTION**

### 3.1 Notice

- A. The Contractor shall provide a minimum of forty-eight (48) hours notice to the Architect/Engineer prior to requiring staking. Staking shall be requested in typical divisions of Work and in full-day increments, if possible.

### 3.2 Identification

- A. The Contractor shall clearly identify what items are required to be staked.

End Section 01 71 23

Section 01 74 13 – **PROGRESS CLEANING** -----

Part 1 – **GENERAL**

### 1.1 Summary

- A. During the progress of the Work the Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to all applicable laws and regulations.

Part 2 – **PRODUCTS** (not used)

Part 3 – **EXECUTION** (not used)

End Section 01 74 13

Section 01 74 19 – **CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL** -----

Part 1 – **GENERAL**

### 1.1 Summary

- A. The Contractor shall be responsible for the management of construction and demolition waste on behalf of itself and all subcontractors, vendors, and suppliers.
- B. The Contractor shall provide the containers, bins, and/or storage areas necessary to facilitate effective waste management.
- C. Hazardous Materials shall be handled in accordance with the provisions for such materials set forth in the Contract Documents.

Part 2 – **PRODUCTS** (not used)

Part 3 – **EXECUTION** (not used)

End Section 01 74 19



## Section 01 74 23 – **FINAL CLEANING** -----

### Part 1 – **GENERAL**

#### 1.1 **Summary**

- A. The Contractor shall conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and anti-pollution regulations. The contractor shall remove waste materials from the site and dispose of same lawfully. The Contractor shall not burn or bury waste materials, debris, or excess materials, or discharge volatile, harmful, or dangerous materials into soils, drainage systems, or sanitary sewer systems, on Port property.
- B. The Contractor shall complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the Work or for any portion of the Work:
  - 1. Clean the project site, grounds, and surrounding areas disturbed by construction activities of rubbish, waste material, litter, and other foreign substances.
  - 2. Sweep paved areas broom clean and remove petrochemical spills, stains, and other foreign deposits.
  - 3. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - 4. Remove tools, construction equipment, machinery, and surplus material.
  - 5. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces.
  - 6. Restore reflective surfaces to their original condition.
  - 7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - 8. Sweep concrete floors broom clean in unoccupied spaces.
  - 9. Vacuum carpet and similar soft flooring surfaces, removing debris and excess nap. Shampoo carpet and similar soft surfaces if visible soil or stains remain.
  - 10. Vacuum and mop all hard flooring surfaces.
  - 11. Clean transparent materials, including mirrors and glass, and remove glazing compounds and other noticeable vision-obscuring materials.
  - 12. Replace chipped or broken glass and other damaged transparent materials.
  - 13. Remove labels that are not permanent.
  - 14. Repair and restore all marred, exposed finishes and surfaces and replace any that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
  - 15. Remove grease, dust, dirt, stains, labels, fingerprints, protection and other foreign materials from exposed interior and exterior finished surfaces.
  - 16. If HVAC units were operated during construction, replace disposable air filters, clean permanent air filters, and clean the exposed surfaces of diffusers, registers, and grills. Clean ducts, blowers, and coils if HVAC units were operated without filters during construction or as directed by Port.
  - 17. Remove excess lubrication, paint, mortar, asphalt, and other foreign substances.
  - 18. Replace all parts subjected to unusual operating conditions during construction.
  - 19. Clean interior plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - 20. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, bulbs noticeably dimmed by use during construction, and any defective or noisy starters in fluorescent and mercury vapor fixtures.

Part 2 – **PRODUCTS** (not used)

Part 3 – **EXECUTION** (not used)

End Section 01 74 23

## Section 01 77 19 – CLOSEOUT REQUIREMENTS -----

### Part 1 – GENERAL

#### 1.1 Substantial Completion

- A. The Contractor shall provide written notice to the Port and/or Architect/Engineer when, in the Contractor's opinion, the Work is Substantially Complete. The Port and/or Architect/Engineer shall evaluate whether or not the Work appears to be Substantially Complete.
  - 1. If the Work is not Substantially Complete, the contract time shall continue to run and a written description and reason for the determination shall be provided to the Contractor. The Contractor shall complete the Work described and, upon completion, repeat the process set forth above.
  - 2. If the Work is Substantially Complete, the Contractor shall have ten (10) working days to complete all remaining portions of the Work, submit all Operations and Maintenance (O&M) Manuals (if applicable), photographs, "As-Built" drawings, materials certifications, and warranties (if any), complete all reports and certifications, fulfill all contract requirements, submit its final application for payment, and request final inspection and acceptance.

#### 1.2 Final Acceptance

- A. Having determined the Work to be Substantially Complete and upon the written request of the Contractor for final inspection and acceptance, the Port and/or Architect/Engineer shall review all requirements of the Contract and make a final inspection of the Work.
  - 1. If the Work is not completed as required, the Contract time shall continue to run and a written list of those portions of the Work yet to be completed shall be provided to the Contractor. The Contractor shall then complete the Work described and, upon completion, repeat the process set forth above.
  - 2. If the Work is completed as required, the Port shall accept the Work and make final payment.

Part 2 – **PRODUCTS** (not used)

Part 3 – **EXECUTION** (not used)

End Section 01 77 19

## Section 01 78 36 – WARRANTIES -----

### Part 1 – GENERAL

#### 1.1 Summary

- A. The Contractor warrants to the Port that all materials and equipment incorporated into the Work will be new, unless otherwise specified, and that the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents.

#### 1.2 Warranties

- A. Written warranties made to the Port are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Warranty periods shall not be interpreted as limitations on time in which the Port can enforce other duties, obligations, rights, or remedies.
- B. Warranties made by subcontractors to the Contractor are a part of the Contractor's responsibility to the Port.
- C. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work incorporating the products.

- D. The Port reserves the right to reject warranties and to limit selections to products with warranties that do not conflict with the requirements of the Contract Documents.

### 1.3 **Corrections**

- A. The Contractor shall correct, replace, or rebuild to an acceptable condition complying with the requirements of the Contract Documents any portion of the Work that has failed, or does not conform to said requirements, at no cost to the Port.
- B. The Contractor shall remove and replace any other portion of the Work damaged because of such failure at no cost to the Port.
- C. When correcting warranted Work that has failed requires removing and replacing other portions of the Work to provide access for correction of warranted Work, the Contractor shall do so at no cost to the Port.
- D. When any portion of the Work covered by a warranty has failed and been corrected by replacement or rebuilding, the warranty shall be reinstated and equal to the original warranty with an equitable adjustment for depreciation.
- E. Correction of the Work shall include shipping, labor, supervision, and related work involved in replacing defective parts or materials provided by manufacturers under their warranties.

Part 2 – **PRODUCTS** (not used)

Part 3 – **EXECUTION** (not used)

End Section 01 78 36

## **DIVISION 31 – EARTHWORK**

### **Section 31 05 13 – SOILS FOR EARTHWORK** -----

#### **Part 1 – GENERAL**

##### **1.1 Summary**

- A. Section Includes:
  - 1. Soil Cap materials.
- B. Related Sections:
  - 1. Section 31 05 16 – Aggregates for Earthwork.
  - 2. Section 31 22 13 – Rough Grading.
  - 3. Drawing C-101: Test pits location and depth in Borrow Area #1.

##### **1.2 Quality Assurance**

- A. Furnish each material from the Borrow Areas identified.
- B. Perform Work in accordance with Washington State Department of Transportation '*Standard Specifications for Road, Bridge, and Municipal Construction*' latest edition.

#### **Part 2 – PRODUCTS**

##### **2.1 General Soil Materials**

- A. Soil Cap:
  - 1. Excavated from the identified Borrow Areas, native, unclassified material.
  - 2. Free of lumps larger than 3-inches, rocks larger than 6-inches, and debris.

##### **2.2 Source Quality Control**

- A. Section 01 40 00 - Quality Requirements: Testing and Inspection Services.
- B. When inspection by the Engineer indicates materials do not meet specified requirements, change material and reinspect.
- C. Furnish materials of each type from same source throughout the Work.

#### **Part 3 – EXECUTION**

##### **3.1 Excavation**

- A. Excavate soil cap material from the borrow areas noted.
- B. Stockpile excavated material not meeting requirements for soil cap in the borrow area.

##### **3.2 Stockpiling**

- A. Stockpile unsuitable materials in the borrow area at locations designated by Engineer.
- B. Stockpile materials 10 feet high maximum.
- C. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

##### **3.3 Stockpile Cleanup**

- A. Leave unused materials in neat, compact stockpile.
- B. When borrow area is indicated, 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** -----

### Part 1 – **GENERAL**

#### 1.1 **Summary**

- A. Section Includes:
  - 1. Concrete Rubble materials.
- B. Related Sections:
  - 1. Section 31 05 13 – Soils for Earthwork.
  - 2. Section 31 22 13 – Rough Grading.
  - 3. Drawing C-103: Description of concrete rubble material, delivery specifics and contractor requirements.

#### 1.2 **Quality Assurance**

- A. Owner to furnish concrete rubble.
- B. Perform Work in accordance with Washington State Department of Transportation '*Standard Specifications for Road, Bridge, and Municipal Construction*' latest edition.

### Part 2 – **PRODUCTS**

#### 2.1 **Concrete Rubble Material**

- A. Concrete Rubble:
  - 1. Rubblized Portland Cement Concrete pavement with wire mesh reinforcement and steel dowels.
  - 2. Maximum Size: 24-inches.

#### 2.2 **Source Quality Control**

- A. Section 01 40 00 - Quality Requirements: Testing and Inspection Services.

### Part 3 – **EXECUTION**

#### 3.1 **Stockpiling**

- A. If necessary due to delivery schedule, temporarily stockpile materials on site at locations designated by Engineer.
- B. Stockpile materials 10 feet high maximum.
- C. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

#### 3.2 **Stockpile Cleanup**

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

End Section 31 05 16

## Section 31 10 00 – **SITE CLEARING** -----

### Part 1 – **GENERAL**

#### 1.1 **Summary**

- A. Section Includes:
  - 1. Removing surface debris.
  - 2. Removing designated trees, shrubs, and other plant life.
  - 3. Strip soil material within the fill area.
- B. Related Sections:
  - 1. Section 31 22 13 - Rough Grading.

## 1.2 Unit Price – Measurement and Payment

- A. Site Clearing:
  - 1. Basis of Measurement: Lump Sum.
  - 2. Basis of Payment: Includes clearing site, stockpiling woody debris, stripping soil from fill area.

## 1.3 Quality Assurance

- A. Conform to applicable requirements for disposal of debris.
- B. Perform Work in accordance with Washington State Department of Transportation '*Standard Specifications for Road, Bridge, and Municipal Construction*' latest edition.

Part 2 – **PRODUCTS** (not used)

## Part 3 – **EXECUTION**

### 3.1 Examination

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

### 3.2 Preparation

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

### 3.3 Protection

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

### 3.4 Clearing

- A. Remove trees and shrubs within project area.
- B. Clear undergrowth and deadwood, without disturbing subsoil.
- C. Stockpile woody debris on-site, as directed by Engineer.
- D. Do not burn or bury materials on site.

### 3.5 Stripping

- A. Strip soil materials with trace chemical from within the fill area.
- B. Place stripping's in the bottom of the fill area prior to placement of concrete rubble material.

End Section 31 10 00

## Section 31 22 13 – **ROUGH GRADING** -----

### Part 1 – **General**

#### 1.1 Summary

- A. Section Includes:
  - 1. Excavate, haul, place, grade and finish soil cap material from borrow areas.
  - 2. Place Owner supplied concrete rubble material.

- B. Related Sections:
  - 1. Section 31 05 13 - Soils for Earthwork.
  - 2. Section 31 05 16 – Aggregates for Earthwork.
  - 3. Section 31 10 00 - Site Clearing.

## 1.2 Unit Price – Measurement and Payment

- A. Soil Cap:
  - 1. Basis of Measurement: Lump Sum.
  - 2. Basis of Payment: Includes excavating existing soil, hauling, stockpiling (if necessary), placing where required, and shaping to finish grade.
- B. Concrete Rubble:
  - 1. Basis of Measurement: By the week (7-calendar days — 40 hours maximum).
  - 2. Basis of Payment: Includes providing access for delivery vehicles, striking off dumped piles, placing where required, track walking and leaving a flattened, accessible surface at the end of each day.

## 1.3 Quality Assurance

- A. Perform Work in accordance with Washington State Department of Transportation '*Standard Specifications for Road, Bridge, and Municipal Construction*' latest edition.

## Part 2 – PRODUCTS

### 2.1 Materials

- A. Soil Cap: As specified in Section 31 05 13.
- B. Concrete Rubble: As specified in Section 31 05 16.

## Part 3 – EXECUTION

### 3.1 Examination

- A. Verify existing conditions before starting work.
- B. Verify survey bench mark and intended elevations for the Work are as indicated on Drawings.

### 3.2 Preparation

- A. Call Local Utility Line Information service at **1-800-424-5555** or **811** not less than two working days before performing Work.
  - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Identify required lines, levels, contours, and datum.
- C. Protect utilities indicated to remain from damage.
- D. Protect bench marks, survey control point, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

### 3.3 Soil Cap Excavation

- A. Excavate suitable soil from borrow areas.
- B. Do not remove excess soil cap material from site.
- C. Do not excavate across property lines or within 50 feet horizontally from BPA tower foundations.
- D. Do not leave slopes steeper than 2H:1V.
- E. Grade site surface to prevent free standing surface water.

### 3.4 Filling

- A. Fill areas to contours and elevations with unfrozen materials.
- B. Place material in continuous layers as follows:
  - 1. Concrete Rubble Fill: Maximum 48 inches depth.
  - 2. Soil Cap Fill: Maximum 10 inches compacted depth (85% optimum density).
- C. Maintain optimum moisture content of fill materials to attain required compaction density.
- D. Make grade changes gradual. Blend slope into level areas.
- E. Grade site surface to prevent free standing surface water.
- F. Conduct Work in accordance with Washington State Department of *Transportation 'Standard Specifications for Road, Bridge, and Municipal Construction'* latest edition.

### 3.5 Tolerances

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Top Surface of Subgrade: Plus or minus 1/10 foot from required elevation.

### 3.6 Field Quality Control

- A. Section 01 40 00 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. When inspection by Engineer indicates Work does not meet specified requirements, remove Work, replace and retest.
- C. Frequency of Tests: 1 test per lift of Soil Cap Fill per 4,000 square feet of surface area.

End Section 31 22 13