

SINGLE-LANE WEATHERING STEEL BRIDGE SPECIFICATIONS

1. GENERAL

- 1.1. These Specifications are for a fully pre-engineered two-piece modular steel vehicular bridge, and shall be regarded as minimum standards for design and construction.

2. GOVERNING DESIGN CODE

- 2.1. Design stresses are in accordance with the "Standard Specifications for Highway Bridges," 17th edition, by AASHTO or the WSDOT Bridge Design Manual M23-50.02 most current edition.

3. GENERAL FEATURES OF DESIGN

- 3.1. Bridge length shall be 50 feet (straight line dimension) and shall be measured from end to end of stringer.
- 3.2. Bridge width shall be 16 feet which shall be measured from inside to inside of guardrail.
- 3.3. Guardrail shall be designed as specified by WSDOT Bridge Design Manual M23-50.02 most current edition.
- 3.4. Top of side dam shall be 3 ½" above top of corrugated deck for gravel base wearing surface.
- 3.5. The bridge shall include headwalls at the bridge ends and foundation for bearing support.

4. DESIGN LOADINGS

- 4.1. HS20 vehicle with impact.
- 4.2. Live Load is 75 psf
- 4.3. Wind loading 85-mph, exposure C.
- 4.4. Seismic loading Zone C
- 4.5. Live load deflection shall not exceed L/800 for HS20 vehicle without impact.
- 4.6. Guardrail shall be designed to TL-2 criteria.

5. MATERIALS

- 5.1. All structural steel shall be ASTM A588 weathering steel.
- 5.2. Decking to be 4 ¼" corrugations, 9-gage galvanized steel, Fy=50 ksi. Decking to be welded to top flange of stringers. Welds to be treated with one coat of TTP-641G Type II Zinc Dust Primer.
- 5.3. All structural bolts to be galvanized ASTM A325. All bolts to have one nut and one flat washer. Assemblies shall be furnished in an amount of 2% in excess of the number required for each size and length.
- 5.4. Guardrail to be galvanized W-Beam Rail, 12 gage thickness, with ends at each end of bridge as specified by WSDOT Standard Plan C-7, Item C. A 2-sided crystal reflector tab shall be provided at each post.
- 5.5. Elastomeric leveling pads shall be 60-Durometer Neoprene.

6. FABRICATION

6.1. All welding shall be in accordance with AWS standards.

6.2. Fabrication facility shall be certified under the AISC Quality Certification Program in the Major Bridge Category or other certification approved by the County.

7. DELIVERY

7.1. Delivery is made to a location at the site. All trucks delivering bridge materials shall be unloaded at the time of arrival.

7.2. All prices shall include delivery to Cooke Canyon Road as shown on the vicinity map.

INSTRUCTIONS TO BIDDERS

1. Bids must be received in sealed envelopes and plainly marked **"Cooke Canyon Road Bridge"** FAXED BIDS WILL NOT BE ACCEPTED.
2. Bids will be opened **September 2, 2010 at 2:00 P.M., at the Kittitas County Public Works Office, 411 N. Ruby, Ste. #1, Ellensburg, WA 98926.**
3. All Proposal Sheets must be signed.
4. Bids must be accompanied by a bid bond, certified check, cashier's check or cash in the amount of five percent (5%) of the total bid.
5. Bidder must submit detailed design specifications and illustration sheets showing specific bridge bid on.
6. Copies of warranty and guarantee applicable to unit bid and described in #22 must be attached. Noncompliance can be cause for bid rejection.
7. Delivery shall be to the site on Cooke Canyon Road over Cooke Creek, Ellensburg, Washington. Warranty shall not begin until time of acceptance by Kittitas County.
8. Bridge shall be delivered within 4 weeks of bid award.
9. All steel fabrication shall be in accordance with current standards and specifications of the "American Welding Society."
10. The Board of County Commissioners reserves the right to accept or reject any or all bids, in whole or in part, as the Board determines to be in the best interest of Kittitas County. Any units not conforming to bidder's exact specifications will be rejected and it will be the responsibility of the manufacturer and/or bidder to conform to the requirements. The County will not be liable for any errors in any bids. Bidders will not be allowed to alter bids after the deadline for the submissions of bids.
11. The County reserves the right to refrain from contracting with any Bidder. The release of this Call for Bids does not compel the County to purchase.
12. The County reserves the right to make corrections or amendments due to errors identified in the bid documents by the County or a potential bidder. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error.
13. When, after the opening and tabulation of the bids, a Bidder claims error, and requests to be relieved of the award, that Bidder will be required to promptly present certified work sheets. The County will review the work sheets and if the

County is convinced by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his bid.

14. Bidders may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Kittitas County Public Works Department.
15. The County is not liable for any costs incurred by the Bidders in the preparation and presentation of bids submitted in response to this Call for Bids.
16. All materials submitted in response to this request become the property of the County. Selection or rejection of a response does not affect this right.
17. Payment will be made by Kittitas County Public Works Department within 30 days from date of delivery. All interest costs incurred to bidder must be computed in the original price bid as no further compensation will be made. No down payment or advance payment of any kind will be made.
18. A certified statement shall be furnished to Kittitas County on off-shore items in excess of \$2,500.00 (RCW 39.25.020).
19. Appurtenances and/or accessories not herein mentioned but necessary to furnish a complete unit ready for use upon delivery shall be included in the bid and conform in design, strength, quality of material, and workmanship to what is usually provided to the trade in general. The units furnished shall include, but not be limited to, factory standard equipment and those optional items as specified. Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished.
20. All unit components shall be designed for HS-20 loading. Materials shall have physical and chemical properties compatible with the intended service and with sufficient excess capacity for durability and safety.
21. Adequate section modulus shall be provided in all structural members to support maximum loads under capacity operations at maximum speeds, without damage or permanent distortion.
22. Guarantee period shall be one year on the bridge and appurtenances furnished. The successful bidder shall, at his own expense and without any cost to Kittitas County, replace all part failures and make all repairs that may be required or made necessary by reason of defective design, materials, or workmanship, or by reason of nonconformance with the specifications. Guarantee claims rectified by the vendor are in turn hereby guaranteed as stated above for the period of the guarantee. Defects in design or workmanship, as guaranteed herein, shall be rectified in all units furnished, at a location established by Kittitas County.

23. Kittitas County is exempt from all Federal Excise Tax.
24. Bid quote must include sales tax.

STANDARD TERMS AND CONDITIONS

For Call to Bid & Purchase Order Contract

The Purchase Order includes the following Terms and Conditions and includes, but is not limited to, the Call to Bid, Specifications, Instructions to Bidders, Policies of the Kittitas County Department of Public Works, and the Laws of the State of Washington, which are hereby incorporated by reference.

1. **CHANGES.** No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the Kittitas County Department of Public Works.
2. **HANDLING.** No charges will be allowed for handling unless otherwise stated herein.
3. **DELIVERY.** For any exception to the delivery date as specified in this order, vendor shall give prior notification and obtain written approval thereto from the Kittitas County Engineer with respect to delivery under this order. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate liquid damages.

The acceptance by Kittitas County Department of Public Works of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements of the timely performance of any obligation remaining to be performed by Vendor.

4. **Liquidated Damages.** Time is of the essence. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to highway users. Delays also cost tax payers undue sums of money, adding time needed for administration, engineering, inspection and supervision.

Accordingly, the Vendor agrees:

- a. To pay (according to the following formula) liquidated damages for each working day beyond the agreed upon delivery date, and
- b. To authorize the Kittitas County Public Works Department Engineer to deduct these liquidated damages from any money due or coming due to the Vendor.

LIQUIDATED DAMAGES FORMULA

$$LD = 0.15C / T$$

Where: LD = Liquidated Damages for working day
(Rounded to the nearest dollar)

C = Original contract amount

T = Original time for delivery

Liquidated damages will not be assessed for any days which an extension of time is granted. No deduction or payment of liquidated damages will, in any

degree, release the Vendor from any other further agreed upon obligations and liabilities.

5. **PAYMENTS.** Invoices will not be processed for payment until receipt of a properly completed invoice or invoiced items are received.
6. **REJECTION.** All goods or materials purchased herein are subject to approval by Kittitas County Department of Public Works. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the Kittitas County Department of Public Works or returned will be at the Vendor's risk and expense.
7. **IDENTIFICATION.** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.
8. **INFRINGEMENTS.** Vendor agrees to protect and save harmless Kittitas County against all claims, suits, or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.
9. **WARRANTIES.** Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for that particular purpose.
10. **ASSIGNMENTS.** The provisions or moneys due under this contract shall only be assignable with prior written consent of the Kittitas County Engineer.
11. **LIENS, CLAIMS and ENCUMBRANCES.** Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims or encumbrances of any kind.
12. **RISK OF LOSS.** Vendor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.
13. **INDEMNIFICATION.** The successful bidder agrees to and shall defend, indemnify and hold harmless the County, its appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials, agents, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, its sub-contractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials, agents, or employees. It is further provided that no liability shall

attach to the County by reason of entering into this contract, except as expressly provided herein.

14. **TERMINATION.** In the event of a breach by Vendor of any of the provisions of this contract, Kittitas County reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by Kittitas County resulting from Vendor's breach of contract.
15. **NONDISCRIMINATION.** The Vendor agrees not to discriminate against any client, employee, or applicant for employment or services because of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services.
16. **DEFAULT.** The Vendor covenants and agrees that in the event suit is instituted by Kittitas County for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, the Vendor shall pay to Kittitas County all cost, expenses expended or incurred by Kittitas County in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit and that venue shall be laid in Kittitas County.
17. **INSURANCE.** The Vendor shall secure and maintain in effect at all times while providing the goods and materials, such insurance as will protect the Vendor, its employees, officials and agents from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of this Agreement, whether such performance is by the Vendor, its employees, officials and agents.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by the County. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The Vendor shall provide proof of insurance for:

A) Commercial General Liability Insurance.

- Coverage limits not less than:
 - \$2,000,000 per occurrence per project
 - \$5,000,000 general aggregate
- Certificate Holder – Kittitas County
- The Certificate must name the County as additional insured

- Ten (10) days written notice to the County of cancellation of the insurance policy.
- B) Commercial General Liability Insurance – Per Project/Job Aggregate
- Coverage limits not less than:
 - \$5,000,000 per project aggregate
 - Certificate Holder – Kittitas County
 - The Certificate must name the County as additional insured
 - Ten (10) days written notice to the County of cancellation of the insurance policy.
- C) Stop Gap/Employers Liability.
- Coverage limits not less than:
 - \$2,000,000 each accident
 - Ten (10) days written notice to the County of cancellation of the insurance policy.
- D) Commercial Automobile Liability Insurance.
- Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9946 endorsement attached if 'pollutants' are to be transported.
 - Coverage limits not less than:
 - \$3,000,000 combined single limit
 - Ten (10) days written notice to the County of cancellation of the insurance policy.
- E) Excess or Umbrella Liability.
- The Vendor shall provide Excess or Umbrella Liability coverage at limits of \$5,000,000 per occurrence and annual aggregate. This Excess or Umbrella Liability coverage shall apply, at a minimum, to both the Commercial General and Auto Insurance policy coverage.
 - This requirement may be satisfied instead through the Vendor's primary Commercial General and Automobile Liability coverage, or any combination thereof.
- F) Workers' Compensation.
- Workers' Compensation in amounts required by law.

The Vendor shall furnish the County a certificate of insurance with Endorsement as evidence that policies providing insurance required by this Agreement are in full force and effect. The Vendor hereby waives all rights of recourse, including any right to which another may be subrogated, against Kittitas County for personal injury, including death, and property damage. The Vendor's insurance policies required above shall be primary insurance and shall be non-contributing with any other insurance maintained by Kittitas County.

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

The Vendor shall have sole responsibility for ensuring the insurance coverage and limits required are obtained by subcontractors.

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance with Endorsement, properly completed and in the amount required, is attached hereto.

- 18.ACCEPTANCE. By accepting this Purchase Order in writing or by delivering the material ordered, you accept all of the Terms and Conditions set forth. Formal objection is hereby made to any additional or different terms proposed by Vendor as a condition of acceptance or delivery.

TO: Kittitas County Board of Commissioners

The undersigned hereby certifies that he has read and thoroughly understands the specifications covering the bid of a pre-engineered bridge as specified herein.

Attached hereto is a bid bond, certified check, cashier's check or cash in the amount of _____ Dollars

(\$ _____), payable to the Kittitas County Treasurer, this amount being five percent (5%) of the total bid, based upon the price shown below:

F.O.B. Ellensburg, Washington \$ _____

Manufacturer: _____

Model: _____

**Guaranteed Delivery Date: _____

Sub-Total: \$ _____

_____ % Washington State Sales Tax \$ _____

TOTAL NET BID: \$ _____

Dated this _____ day of _____, 2010.

Signature of Authorized Official

Federal I.D. Number

Firm

Address

City State Zip

Tel.# _____

Fax# _____

