

# **Cle Elum Transfer Station Scale Project.**

**May 31, 2023**

**SECTION 00001  
TITLE PAGE**

**GENERAL CONSTRUCTION**

Issued by:

Kittitas County  
Ellensburg, Washington

**May 31, 2023**

**SECTION 00003**  
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Kittitas County  
Ellensburg, Washington

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SECTION 00020

INVITATION TO BID

GENERALCONSTRUCTION

**Cle Elum Transfer Station Scale**

**Project.**

Kittitas County Solid Waste Department, is seeking proposals for Contractor Services to remove and replace the scales at the Cle Elum transfer station . The contractor shall provide all labor, equipment, and necessary permits to remove and replace the existing scales. Request for proposal packets may be examined at the Kittitas County website, [www.co.kittitas.wa.us](http://www.co.kittitas.wa.us) Or by contacting the Solid Waste Office located at 925 Industrial Way, Ellensburg, Washington 98926, (509)962-7542.

The Work shall be substantially complete by October 31, 2023 and completed and ready for Final payment with 30 days following achievement of Substantial Completion.

Kittitas County will receive sealed bids until 3:30 P.M. on Tuesday June 13, 2023 at the Kittitas County Courthouse, Commissioners office at 205 W. 5<sup>th</sup> Ave, Rm 108, Ellensburg, Washington 98926. Bids will be opened and, unless obviously non-responsive, read aloud publicly. Bids received after the time of announced opening will not be accepted. Bid security in the amount of five (5) percent.

Kittitas County reserves the right to reject any or all Bids, including without limitation the right to reject any and or all nonconforming, non-responsive, unbalanced or conditional Bids; and to reject Bid of any Bidder if Kittitas County believes that it would not be in the best interest of the Project to make an award to that bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established. Kittitas County also reserves the right to waive all informalities not involving price, time or change in the Work and to negotiate contract terms with the Successful Bidder.

## SECTION 00100

### INSTRUCTION TO BIDDERS

#### **1. Examination of Contract Documents and Site**

- 1.1 It is the responsibility of each Bidder before submitting a Bid:
  - 1.1.1 To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including “technical data: referred to below);
  - 1.1.2 To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work;
  - 1.1.3 To promptly notify Owner of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

#### **2 Bid Form**

- 2.1 The Bid Form is included with the Bidding Documents
- 2.2 All blanks on the Bid Form must be completed by printing in black ink or by typed.

#### **3 Submission of Bids**

- 3.1 Bids shall be submitted at the time and place indicated in the Advertisement or Initiation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title and names and address of Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation “BID ENCLOSED-Shady Brook County Owned Mobile Home Removal Project”

#### **4 Opening of Bids**

- 4.1 Bids will be opened and, unless obviously non-responsive, read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the Bids will be made available to Bidders after the opening of Bids.

#### **5 Award of Contract**

- 5.1 Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids; and to reject the Bid or any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the work to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of

units or Work and unit prices will be resolved in favor of the unit prices. Discrepancies between indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

- 5.2 If the contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder whose evaluation by Owner indicates that the award is in the best interests of the project.
- 5.3 If the contract is to be awarded, Owner will give Successful Bidder a Notice of Award within 10 days after the day of the Bid Opening.

## **6 Contract Security**

- 6.1 The General Conditions set forth Owner's requirements as to performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bond and Certificate of Insurance.

## **7 Evidence of Insurance**

- 7.1 The Contractor shall secure and maintain in effect at all times during performance of the Work such insurance as will protect Contractor, its Support and the Additional Insured's 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 the work or this Agreement, whether such performance is by Contractor or any of its Support.
- 7.2 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.
- 7.3 The Contractor shall provide proof of insurance in accordance with Section 00500 – Professional Services Agreement, Exhibit C.

## **8 Retainage**

- 8.1 Retainage will be held in the amount of 5% of the contract price until all necessary close out paperwork has been approved by the State.

## **9 Prevailing Wage Rates**

- 9.1 Contractor is to file intents and affidavits with the State to insure prevailing wages are paid.

## **10 Contractor's License and Registration**

- 10.1 Every Bidder and the Contractor and Subcontractors shall be required to possess State Registration in accordance with the Laws of the State of Washington.





**SECTION 00300**

**BID FORM**

# **Cle Elum Transfer Station Scale Project.**

This Bid is submitted to:

Kittitas County Solid Waste Programs  
Ellensburg, Washington

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to furnish all Goods and Special Services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty (30) days after the day of Bid opening. BIDDER will sign and submit the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within five (5) days after the date of OWNER's Notice of Award.
3. BIDDER will perform and complete the Work in accordance with the Contract Documents for the following lump sum amounts. BIDDER acknowledges that said lump sum amounts are based on the BIDDER's own estimate of quantities and costs, including overhead and profit. **BIDDER MUST COMPLETE ALL ITEMS.**

<b>Item No.</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Pay Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Mobilization	1	LS	\$ _____	\$ _____
2	Remove existing scales and replace scales per drawings and specifications	1	LS	\$ _____	\$ _____
3	Site Restoration	1	LS	\$ _____	\$ _____
Subtotal Items 1 through 3					\$ _____
Sales Tax @8.4%					\$ _____
Total Bid Price					\$ _____

4. Communications concerning this Bid shall be addressed to:

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

Submitted on \_\_\_\_\_, 2023

By: \_\_\_\_\_  
(Print Name)

doing business as: \_\_\_\_\_  
(Firm Name)

Business Address: \_\_\_\_\_  
\_\_\_\_\_

State Contractor's License No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Person Authorized to Sign)

**END OF SECTION**

**SECTION 00500**

**PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made by and between Kittitas County (hereinafter “the County”) and [redacted] (hereinafter “Contractor”). The County and Contractor agree as follows:

General Conditions; Exhibit A (Scope of Work); Exhibit B (Compensation); Exhibit C (Proof of Insurance).

copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the [redacted], and continue until completion of the project. Any party may terminate this Agreement by giving thirty (30) days’ notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph.

Contractor acknowledges and by signing this Agreement agrees that the Indemnification provisions set forth in Paragraphs 7 (Independent Contractor), 9 (Taxes), 15 (Defense and Indemnity Agreement), 21 (Patent/Copyright Infringement) and 24 (Confidentiality), are totally and fully part of this Agreement and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

[redacted]

BOARD OF COUNTY COMMISSIONERS  
KITTTITAS COUNTY, WASHINGTON

\_\_\_\_\_  
Signature of Signatory  
(Date \_\_\_\_\_)

\_\_\_\_\_  
Cory Wright, Chairman

\_\_\_\_\_  
Print Name of Signatory

\_\_\_\_\_  
Brett Wachsmith, Vice-Chairman

\_\_\_\_\_  
Laura Osiadacz Commissioner

Attest:

\_\_\_\_\_  
Clerk of the Board

Approved as to Form:

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

**Contractor Address:**

\_\_\_\_\_  
\_\_\_\_\_

**County's Address:**

Kittitas County  
205 West 5<sup>th</sup> Avenue, Suite 108  
Ellensburg, WA 98926

**Project Contact:**

\_\_\_\_\_

**Project Contact:**

## **GENERAL CONDITIONS**

### **1. Scope of Contractor's Services:**

Contractor agrees to provide to the County services and any materials set forth in the project narrative identified in Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

### **2. Performance of Work:**

Contractor shall perform work in accordance with, and shall comply with, all of the provisions of this Agreement. All work shall comply with applicable codes and ordinances.

### **3. Schedule of Performance:**

Unless directed otherwise by the County, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

### **4. Definitions:**

- 4.1 "Additional Insureds" means the County, its successors and assigns, and the respective directors, officers, employees, agents and representatives of the County and its successors and assigns.
- 4.2 "Support" means the following: Contractor's directors, officers, employees, agents and representatives; and sub-Contractors of any tier; the respective directors, officers, employees, agents and representatives of these sub-Contractors of any tier; and any other person or entity acting under the direction or control of, or on behalf of, Contractor or any Contractor's sub-Contractors of any tier in connection with or incident to the performance of the Work or this Agreement.
- 4.3 The "Work" means all of the duties listed in Exhibit A and the performance of all other obligations, under this Agreement by Contractor or its Support.

### **5. Accounting and Payment for Contractor Services:**

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by the County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the Kittitas County Board of Commissioners, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in performance of this Agreement.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system, for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

### **6. Assignment and Subcontracting:**

No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

7. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Kittitas County employees.

Contractor will defend, indemnify and hold harmless the County, its Additional Insureds, officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

8. No Guarantee of Employment:

The performance of all or part of this Agreement by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any sub-Contractor or any employee of any sub-Contractor by the County at the present time or in the future.

9. Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

10. Regulations and Requirement:



This Agreement shall be subject to all laws, rules and regulations of the United States of America, and State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth herein or in the attached exhibits.

11. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 6 years after contract termination, and shall make them available for such review, within Kittitas County, State of Washington, upon request.

12. Modifications:

- 12.1 Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
- 12.2 The County may, at any time, by written notice thereof to Contractor ("Change Notice") makes changes in the Work within the general scope of this Agreement, including, but not limited to: (a) changes in, revisions to, substitutions for, additions to or deletions of any Work; (b) changes in schedule; and (c) acceleration, deceleration or suspension of performance of any Work.
- 12.3 If any change in the Work causes an increase or decrease on Contractor's cost of, or the time required for, performance of the Work, an equitable adjustment in the compensation to Contractor and in the schedule for the performance of the Work shall be made to reflect such an increase or decrease.
- 12.4 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment, Contractor shall proceed in accordance with all Change Notices. Contractor must, within thirty (30) days after receipt of any Change Notice that does not set forth any acceptable adjustment, submit to the County a written statement setting forth any adjustment claimed.
- 12.5 If any change results in a decrease in the Work performed, Contractor shall be entitled to compensation associated with changing the Work, such as revising design already completed, revising calculations already performed, and revising documents.

13. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or

makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

14. Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. In the event of such termination, an equitable adjustment shall be made in the compensation payable to Contractor.

An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

15. Defense & Indemnity Agreement:

The Contractor agrees to and shall defend, indemnify and hold harmless the County, its Additional Insureds, 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 Additional Insureds, 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 Contractor, 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 Additional Insureds, 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.

16. Industrial Insurance Waiver:

With respect to the performance of this Agreement and as to claims against the County, its Additional Insureds, officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. **This waiver is mutually negotiated by the parties to this Agreement.**

17. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This Agreement shall be governed by the law of the State of Washington.

18. Withholding Payment:

In the event the Contractor has failed to perform any obligation to be performed by the Contractor under this Agreement within the time set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

19. Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

20. Contractor Commitments, Warranties and Representations:

The Contractor represents and warrants to the County as follows:

- 20.1 The Contractor is duly incorporated, validly existing and in good standing under the laws of the State of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Agreement.
- 20.2 The Contractor has the authority to execute this Agreement, to make the representations and warranties set forth in it and to perform the obligations of the Contractor under this Agreement in accordance with its terms.
- 20.3 This Agreement has been validly executed by an authorized representative of the Contractor and constitutes a valid and legally binding and enforceable obligation of Contractor.
- 20.4 The Contractor has or will obtain prior to the commencement date such licenses, permits and other authorizations from federal, state and other governmental authorities, as are necessary for the performance of its obligations under this Agreement.
- 20.5 The Contractor is not in violation of any applicable law, ordinance or regulation the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Agreement. The

Contractor is not subject to any order or judgment of any court, tribunal or governmental agency which materially and adversely affects its operations or assets in the State of Washington, or its ability to perform its obligations under this Agreement.

- 20.6 None of the representations or warranties in this Agreement, and none of the documents, statements, certificates or schedules furnished or to be furnished by Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.

21. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County; to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- 21.1 Contractor shall be notified promptly in writing by County of any notice of such claim.
- 21.2 Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

22. Disputes:

22.1 General

Differences between the Contractor and the County, arising under and by virtue of the Agreement Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, instructions, and decisions of the Kittitas County Commissioners shall be final and conclusive.

22.2 Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and

complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

22.3. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the completion of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or extension of time claimed to be due.

23. Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or sub-Contractors, in connection with performance of this Agreement shall be the sole and absolute property of the County.

24. Confidentiality:

The Contractor, its employees, sub-Contractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Kittitas County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its Additional Insureds, officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

To the extent that any information obtained by the Contractor is required to be shared with or provided to others by the terms of the Statement of the Work, this provision is not breached by such acts.

25. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Kittitas County Commissioners, 205 W 5<sup>th</sup> Ave, Suite 108, Ellensburg, WA 98926. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

26. Severability:

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

27. Miscellaneous:

- 27.1 The County's failure or delay to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather the same shall be and remain in full force and effect.
- 27.2 This Agreement embodies the entire Agreement between the County and Contractor, and supersedes any and all prior agreements, regarding the Work. No change, amendment or modification of any provisions of this Agreement shall be valid unless set forth in a written instrument signed by the party to be bound thereby.
- 27.3 The rights and remedies of the County set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights of remedies afforded to the County by any other provisions of this Agreement, by any of Contractor's Support or by law.
- 27.4 The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

28. Waiver:

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

29. Survival:

The provisions of paragraphs 7, 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 28, 30, 31, and 32 shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

30. Nondiscrimination:

30.1 The County is an equal opportunity employer.

30.2 Nondiscrimination in Employment

In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, sexual

orientation, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

30.3 Nondiscrimination in Services

The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

- 30.4 If any assignment and/or subcontracting has been authorized by the County, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

31. Prevailing Wage:

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

32. Debarment Certification:

The Contractor certifies that it:

- 32.1 Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

- 32.2 Has not within a three-year period preceding the execution of this contract with Kittitas County, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.
- 32.3 Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 32.2 of this section.
- 32.4 Has not within a three-year period preceding the preceding the execution of this contract with Kittitas County had one or more public transactions (Federal, State, or local) terminated for cause of default.



## **EXHIBIT "A"**

### **SCOPE OF WORK**

In addition to providing all material and labor, the Contractor shall perform the following:

1. The Contractor is to remove existing scales and replace scales per drawings and specifications prepared by Jacobs dated April , 2023 and all addendums.

**EXHIBIT "B"**

**COMPENSATION**

As full compensation for satisfactory performance of the work, the County shall pay Contractor compensation not to exceed:

4	Mobilization	1	LS	\$ _____	\$ _____
5	Remove and existing scales and replace scales per drawings and specifications	1	LS	\$ _____	\$ _____
6	Site Restoration	1	LS	\$ _____	\$ _____
	Subtotal Items 1 through 3				\$ _____
	Sales Tax @8.4%				\$ _____
	Total				\$ _____

## **EXHIBIT "C"**

### **PROOF OF INSURANCE**

The Contractor shall secure and maintain in effect at all times during performance of the Work such insurance as will protect Contractor, its Support and the Additional Insured's 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 the work or this Agreement, whether such performance is by Contractor or any of its Support.

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 Contractor shall provide proof of insurance for:

- 1) Commercial General Liability Insurance
  - Coverage limits not less than:
    - \$1,000,000 per occurrence per project
    - \$2,000,000 general aggregate
    - \$1,000,000 products & completed operations aggregate
    - \$1,000,000 personal and advertising injury, each offense
  - Certificate Holder – Kittitas County
  - The Certificate must name the County as additional insured.
  - Sixty (60) days written notice to the County of cancellation of the insurance policy.
  
- 2) 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:
    - \$1,000,000 combined single limit
  - Thirty (30) days written notice to the County of cancellation of the insurance policy.

### 3) Pollution Liability

- The Contractor shall provide a Pollution Liability policy, providing coverage for claims involving bodily injury, property damage (including loss of use of tangible property that has not been physically injured), cleanup costs, remediation, disposal or other handling of pollutants, including costs and expenses incurred in the investigation, defense, or settlement of claims arising out of:
  - Contractor's operations related to this project; and/or
  - Remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos; and/or
  - Transportation of hazardous materials away from any site related to this project
- Such Pollution Liability policy shall provide the following minimum coverage:
  - \$2,000,000 each loss
  - \$5,000,000 annual aggregate

### 4) Excess or Umbrella Liability

- The Contractor 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 Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

### 5) Workers' Compensation

- Workers' Compensation in amounts required by law.

### 6) Stop Gap/Employers Liability

- Coverage limits not less than: \$1,000,000 each accident
  - \$1,000,000 disease – policy limit
  - \$1,000,000 disease – each employee
- Thirty (30) days written notice to the County of cancellation of the insurance policy.

Contractor's insurance policies required above shall be primary insurance and shall be non-contributing with any other insurance maintained by Kittitas County. Contractor shall furnish the County a Certificate of Insurance with Endorsements/Exclusions as evidence that policies providing insurance required by this Agreement are in full force and effect. Contractor 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 Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

The Contractor 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 Endorsements/Exclusions, properly completed and in the amount required, is attached hereto.



## PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

### BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal *(seal)*

\_\_\_\_\_  
Surety's Name and Corporate Seal *(seal)*

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

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be

secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages

to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:





## PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

### BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form:  None  See Paragraph 18

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Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal *(seal)*

\_\_\_\_\_  
Surety's Name and Corporate Seal *(seal)*

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

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or

(2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance

of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:



**SECTION 00800**  
**SUPPLEMENTAL CONDITIONS**

These Supplemental Conditions amend or supplement the General Conditions provided in Section 00500 as indicated below.

DELETE Paragraph 4.1 and REPLACE with the following language.

- 4.1 "Additional Insured's" means the County, its successors and assigns, and the respective directors, officers, employees, agents, representatives of the County, and the Engineer and its successors and assigns.

ADD the following language after Paragraph 4.3.

- 4.4 Agreement means the written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
- 4.5 Change Order means a document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
- 4.6 Contractor means the individual or entity with which Owner has contracted for performance of the Work.
- 4.7 Engineer means the individual or entity named as such in the Agreement, and will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.
- 4.8 Owner means the individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract, and shall be Kittitas County Solid Waste Programs.

DELETE Paragraph 20.4 and REPLACE with the following language.

- 20.4 The Contractor has or will obtain prior to the commencement date such licenses, permits and other authorizations from federal, state and other governmental authorities, as are necessary for the performance of its obligations under this Agreement. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract).

ADD the following language after Paragraph 32.

33. Documents Intent

33.1 Intent

- 33.1.1 The Contract Documents are complementary; what is required by one is as binding as if required by all.
- 33.1.2 It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- 33.1.3 Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- 33.1.4 The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- 33.1.5 Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

33.2 Reporting Discrepancies

- 33.2.1 Contractor's Verification of Figures and Field Measurements: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 36.
- 33.2.2 Contractor's Review of Contract Documents: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 36.

33.2.3 Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

### 33.3 Resolving Discrepancies

33.3.1 Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

- a. The provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
- b. The provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

## 34. Approved Equals

34.1 Whenever an item of 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 Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

34.1.1 If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "approved equal" item. For the purposes of this Paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. In the exercise of reasonable judgment 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 responsive service; and

- 4) It is not objectionable to Owner.
  - b. Contractor certifies that, if approved and incorporated into the Work:
    - 1) There will be no increase in cost to the Owner or increase in Contract Times; and
    - 2) It will conform substantially to the detailed requirements of the item named in the Contract Documents.
- 34.2 Contractor's Expense: Contractor shall provide all data in support of any proposed "approved equal" item at Contractor's expense.
- 34.3 Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each "approved equal" request. Engineer may require Contractor to furnish additional data about the proposed "approved equal" item. Engineer will be the sole judge of acceptability. No "approved equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "approved equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- 34.4 Effect of Engineer's Determination: Neither approval nor denial of an "approved equal" request shall result in any change in Contract Price. The Engineer's denial of an "approved equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- 34.5 Treatment as a Substitution Request: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "approved equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 35.

## 35. Substitutes

- 35.1 Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site
- 35.1.1 Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
- 35.1.2 The requirements for review by Engineer will be as set forth in Paragraph 35.2, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.



35.1.3 Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. Shall certify that the proposed substitute item will:

- 1) Perform adequately the functions and achieve the results called for by the general design,
- 2) Be similar in substance to that specified, and
- 3) Be suited to the same use as that specified.

b. Will state:

- 1) The extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
- 2) Whether 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 Owner for other work on the Project) to adapt the design to the proposed substitute item, and
- 3) Whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. Will identify:

- 1) All variations of the proposed substitute item from that specified, and
- 2) Available engineering, sales, maintenance, repair, and replacement services.

d. Shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

35.2 Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related

impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

- 35.3 Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- 35.4 Reimbursement of Engineer's Cost: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- 35.5 Contractor's Expense: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- 35.6 Effect of Engineer's Determination: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 35.4, by timely submittal of a Change Proposal.

36. Amending and Supplementing Contract Documents

- 36.1. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

36.1.1. Change Orders:

- a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
- b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

- 36.1.2. Work Change Directives: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive

will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

36.1.3. Field Orders: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal.

37. Contractor's Insurance

37.1. Insurance shall meet the requirements of Section 00100 – Instruction to Bidders.

**END OF SECTION**



**SECTION 01010**  
**SUMMARY OF WORK**

**PART 1 – GENERAL**

**1.1 SECTION INCLUDES**

- A. Work by Owner.
- B. Work by Contractor.
- C. Contractor use of site.
- D. Work Sequence.

**1.2 WORK BY OWNER**

- A. Work by Owner includes the following:
  - 1. The Owner shall operate the new facilities after substantial completion.

**1.3 WORK BY CONTRACTOR**

- A. The listing of Work by the Contractor contained in this Section is not intended to be an all-inclusive listing of Work to be performed by the Contractor, but is only a summary of the principal features of Work. The principal features for this Project consist of the following:
  - 1. Remove existing scales and their accessory attachments and replace with new scales per plans and specifications. .
  - 2. Grade sites so they can be reseeded by owner.

**1.4 CONTRACTOR USE OF SITE**

- A. Contractor shall limit operations as to limit the impact to transfer station customers and provide traffic control signage and fencing during construction. Temp signage and fencing shall be used.
- B. Contractor shall restore all areas disturbed as a result of Contractor's operations as specified; if restoration conditions are not included herein, restore to conditions similar to those prior to commencement of construction.
- C. Allow continued use of the transfer station.
- D. Normal working hours shall be 7 a.m. to 6 p.m.  
Transfer station is open to the Public Tuesday through Saturday. Contractor will be allowed to work 7 days a week if needed to complete the project.

## **1.5 WORK SEQUENCE**

- A. The Contractor's schedule and construction sequencing to be paramount for this project to ensure that the work is properly planned, coordinated, and executed in order to meet the Owner's need.
- B. Coordinate schedule and operations with Owner.
- C. The Contractor shall coordinate with the Owner regarding all work within the transfer station.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01015**  
**SCHEDULES, REQUIRED COMPLETION DATES, AND LIQUIDATED DAMAGES**

**PART 1 – GENERAL**

**1.1 SECTION INCLUDES**

- A. Project Schedule and Revisions.
- B. Activity Schedules.
- C. Contract Time and Required Completion Dates.
- D. Liquidated Damages.

**1.2 SUBMITTALS**

- A. Submit schedules as required herein.
- B. Review of any schedule submitted by the Contractor shall not be construed to assign responsibility of performance or contingencies to the Owner or Engineer, or relieve the Contractor of its responsibility to adjust its workforces, equipment, and work schedules as may be necessary to ensure completion of the Work within the prescribed Contract Time.

**1.3 PROJECT SCHEDULE**

- A. The Contractor shall submit a proposed preliminary project schedule at the pre-construction meeting defining planned operations for the entire project. The project schedule shall include sufficient detail listing all activities required to complete the Work in accordance with the Contract Documents.
- B. The project schedule shall be organized in a logical sequence and be time-scaled indicating the dates and duration of Work activities. Critical procurement and installation activities shall be identified. The project schedule shall incorporate the fabrication, delivery, installation, and testing of all materials. The Contractor shall solicit input from all major suppliers and subcontractors in preparation of the project schedule.
- C. The project schedule shall begin with the first working day and conclude with the date of Final Completion of the project. Float or slack time within the project schedule is not for the exclusive use or benefit of either the Engineer or Contractor but is a jointly owned, expiring project resource available to both parties as needed to meet the Date of Completion. The amount of float time, if any, shall be indicated on the project schedule.

- D. The Contractor shall participate in review of the preliminary project schedule with the Engineer at the pre-construction conference. Within ten (10) days following the pre-construction conference, the Contractor shall finalize the project schedule.
- E. Secure time commitments for performing critical elements of the work from all parties involved including subcontractors, suppliers, fabricators, manufacturers, etc. The Contractor shall provide written certification that all parties have reviewed and accepted the final project schedule.

#### **1.4 PROJECT SCHEDULE REVISIONS**

- A. The Contractor shall submit to the Engineer a revised project schedule not less than once each month at a time coinciding with each progress payment. Owner reserves the right to require more frequent schedule revisions if Contractor fails to meet its own planned progress; no additional payment will be made to Contractor for preparation of additional schedule revisions.
- B. Project schedule updates shall indicate actual start and finish dates of completed Work. Identify Work modified since the previous schedule revision, major changes in the Work, and changes required to maintain the Date of Completion.
- C. The Owner will make no progress payments until a satisfactory, updated project schedule has been submitted for review.

#### **1.5 ACTIVITY SCHEDULES**

- A. The Contractor shall prepare on a bi-weekly basis a written three-week activity schedule. The activity schedule shall indicate the Contractor's proposed activities for the upcoming three weeks.
- B. The three-week activity schedule shall be submitted to the Engineer at each progress meeting for review and discussion. Submittal of the three-week activity schedule does not relieve the Contractor of the requirement to submit and update the project schedule as required herein.

#### **1.6 CONTRACT TIME/REQUIRED COMPLETION DATES**

- A. Substantial Completion: Substantial Completion is defined as completion of all work on the Project Site ready for final inspection and final punch list preparation by the Owner and Engineer. Substantial Completion shall occur not later than October 31, 2023.
- B. Final Completion: Final Completion is defined as all work complete and ready for Final Acceptance as evidenced by the Owner's re-inspection of the work and verification that all work is complete including all punch list work items. Final Completion shall occur not later than 14 calendar days following the achievement of Substantial Completion. Owner intends to occupy and begin making use of the facility on the date of Final Completion.



## **1.7 LIQUIDATED DAMAGES**

- A. The Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.1 of the Agreement, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions.
- B. Liquidated Damages will be assessed for failure to complete the work in accordance with the required completion dates.
- C. In case of failure on the part of the Contractor to meet any or all of the required completion dates, including any extension thereof, the Contractor agrees to pay to the Owner as fixed, agreed and liquidated damages the following sums:
  - 1. Substantial Completion: The sum \$500 for each calendar day of delay.
  - 2. Final Completion: The sum of \$250 for each calendar day of delay.
- D. Owner will deduct assessed Liquidated Damages from Contractor's progress payments.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01025**  
**MEASUREMENT AND PAYMENT**

**PART 1 – GENERAL**

**1.1 SECTION INCLUDES**

- A. Definitions.
- B. Schedule of Values breakdown of lump sum price proposal items.
- C. Units of measurement.
- D. Measurement and Payment summary of proposal items.

**1.2 DEFINITIONS**

- A. Mobilization: Preconstruction expenses and costs for preparatory work and operations, including those necessary for the movement of construction personnel, equipment, supplies and incidentals to the Project site; and for premiums on bonds and insurance, which will occur before 5 percent of the Contract Price is earned from other Bid Items.

**1.3 SCHEDULE OF VALUES**

- A. Submit a Schedule of Values to the Owner at the earliest feasible date, but in no case later than ten (10) working days after the effective of the Notice to Proceed.
- B. Format:
  - 1. Bid items shall be considered major categories of work.
  - 2. For each lump sum bid item, divide the work into clearly distinguishable subcategories and/or measurable units (Pay Items) in order to allow the Engineer to conveniently measure and verify the work progress made.

## **1.4 MEASUREMENT AND PAYMENT SUMMARY**

### **A. General:**

1. The unit or lump sum contract prices shall constitute full compensation for furnishing all plant, labor, equipment, and materials, and performing all operations required to complete the Work as required. Notwithstanding the omission or mention of any incident or incidental Work, the contract price and payment shall also constitute full compensation for all Work incident or incidental to completion of the item, unless such Work is otherwise specifically mentioned for separate payment under another item.

### **B. Measurement and Payment Schedule:**

1. Mobilization: Measurement and Payment: Shall be paid for at the applicable contract lump sum price not to exceed 5 percent of the overall schedule cost. Mobilization consists of preconstruction expenses and the costs of preparatory work and operations, such as moving in personnel and equipment; setting up of temporary offices; facilities and utilities, which occur before 5 percent of the total original contract is earned from other bid items.

## **PART 2 – PRODUCTS (NOT USED)**

## **PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01039**  
**COORDINATION**

**PART 1 – GENERAL**

**1.1 SECTION INCLUDES**

- A. Coordination.
- B. Representatives.

**1.2 COORDINATION**

- A. Coordinate scheduling, submittals, and Work of the various Sections of the Specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate work of various Sections having interdependent responsibilities for fabrication and installation of such materials.
- C. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.
- D. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

**1.3 REPRESENTATIVES AND ADDRESSES**

- A. Correspondence to the Owner's project representative shall be addressed as follows:

Patti Stacey, Director  
Kittitas County Solid Waste/Maintenance  
Department  
925 Industrial Way  
Ellensburg, Washington 98926

- B. The Contractor shall keep the Owner informed of the address to which it wishes official correspondence directed, the temporary address of the person in charge of its field personnel, and the address and telephone number where a principal of the Contractor may be reached outside of normal working hours for any emergencies.

- C. The Contractor shall keep the Owner informed in writing as to the name, address, and telephone number of the Contractor's representative who will be responsible and available outside normal working hours for emergency repairs and the maintenance of safety devices.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01091**  
**REFERENCE STANDARDS**

**PART 1 – GENERAL**

**1.1 SECTION INCLUDES**

- A. Quality assurance.
- B. Schedule of references.

**1.2 QUALITY ASSURANCE**

- A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified.
- B. Conform to reference standard by date of issue current on date of receiving bids.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. The contractual relationship of the parties to the Contract, the duties and responsibilities of Owner, Contractor, and Engineer mentioned or inferred in any reference document shall be governed by the General Conditions.

**1.3 SCHEDULE OF REFERENCES**

- A. The following documents may be referenced in the Contract Documents.

AASHTO	American Association of State Highway Officials.
ACI	American Concrete Institute.
AGC	Associated General Contractors of America.
AISC	American Institute of Steel Construction.
AISI	American Iron and Steel Institute.
ANSI	American National Standards Institute.
APWA	American Public Works Association.
ASTM	American Society for Testing and Materials.
AWWA	American Water Works Association.
AWS	American Welding Society.
CRSI	Concrete Reinforcing Steel Institute.
CSI	Construction Specifications Institute.
EJCDC	Engineers' Joint Contract Documents Committee.
EJMA	Expansion Joint Manufacturers Association.
IEEE	Institute of Electrical and Electronics Engineers.
NAAMM	National Association of Architectural Metal Manufacturers.
NEC	National Electrical Code.
NEMA	National Electrical Manufacturers' Association.
NESC	National Electric Safety Code.

PCA	Portland Cement Association.
UL	Underwriters' Laboratories, Inc.
WSDOT	Washington State Department of Transportation.

B. Standard Specifications:

1. Where indicated in these Contract Documents, Work shall be in accordance with the referenced sections of the "2014 Standard Specifications for Road, Bridge, and Municipal Construction" prepared by the Washington State Department of Transportation and as supplemented by the Washington State Chapter of the American Public Works Association, hereinafter referred to as "Standard Specifications."
2. The Specifications of these Contract Documents shall supersede any provisions of the Standard Specifications in conflict herein.
3. Reference to measurement and payment in the Standard Specifications do not apply to this Contract.
4. References to Engineer, department, secretary, State, or other similar terms in the Standard Specifications shall mean Owner.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01100 SPECIAL  
PROJECT PROCEDURES**

**PART 1 – GENERAL**

**1.1 CONTRACTOR RESPONSIBILITY**

- A. Comply with health and safety rules, regulations, ordinances promulgated by the Local, State, and Federal government, the various construction permits, and other Sections of the Contract Documents. Such compliance shall include, but not be specifically limited to, any and all protective devices, guards, restraints, locks, latches, switches, and other safety provisions that may be required or necessitated by state and federal safety regulations. Determine the specific requirements for safety provisions and inspections by the appropriate safety authorities that shall be conducted to ensure compliance with the intent of the regulations.
- B. Inform employees and subcontractors and their employees of the potential danger in working while the transfer station is open to the public.
- C. The Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees of the Owner, and Contractor) and property during the Contract Period. This requirement shall apply continuously and not be limited to normal working hours.
- D. The Owner's review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program or any safety measures taken in, on, or near the construction site.
- E. The Contractor shall be familiar with the Safety Guidelines



- F. Provide proper facilities for safe access to the Work by authorized government officials at all times.
- G. If death, injuries, or damages are caused, report the accident immediately by telephone or messenger to the Owner. In addition, promptly report in writing to the Owner all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.
- H. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, promptly report the facts in writing to the Owner, giving full details of the claim.
- I. Arrange for the disposal of refuse excavated during the construction.

## **1.2 CONSTRUCTION SITE SAFETY AND HEALTH PLAN**

- A. Develop and maintain for the duration of this Contract, a site safety and health plan that will effectively incorporate and implement all required county, state, and federal safety provisions. Submit a written site safety and health plan for the construction prepared by a certified industrial hygienist within 10 days after receiving a Notice to Proceed and prior to commencing of Work on this Project. At least one copy shall be maintained at the work site. Assign an individual serving as a site safety and health officer at the job site at all times during work who is responsible and authorized to supervise and enforce compliance with the site safety and health plan. In addition to the other items that shall be addressed, the site safety and health plan shall list the appropriate procedures to be followed in the event that hazardous wastes are encountered.
- B. Preparation of the written site safety and health plan is the Contractor's responsibility and no statement made in these provisions shall relieve the Contractor of responsibility for information included and implementation of the site safety and health plan.

- C. The Contractor's written site safety and health plan shall include, but not be limited to:
1. A list of chemical and physical hazards (such as methane exposure and electrical shock), allowable OSHA exposure levels, threshold limit values, other regulatory exposure levels, and the emergency response should an exposure or injury occur.
  2. An emergency evacuation plan for immediate removal to a hospital or a doctor's care any person who may be injured on the job site. The emergency evacuation plan shall include routes to medical treatment, and emergency telephone numbers including hospital, ambulance, fire, sheriff/police, poison control, the Owner, and others as deemed necessary.
  3. A list of safety and monitoring equipment at the job site and locations where equipment is stored or expected to be maintained.
  4. Monitoring equipment action levels, frequency of testing, and recommended responses.
  5. Procedures for disposal of potentially contaminated materials.
  6. Procedures for entering confined spaces.
  7. Submit copies of the site safety and health plan in accordance with Section 01300. Failure on the part of the Contractor to follow the site safety and health plan, or continuing any work in an unsafe manner, may result in suspension of the work by the Owner. The Contractor shall not be entitled to extra compensation for health and safety related suspensions, nor shall the Contract completion date be extended.

### **1.3 SITE SAFETY AND HEALTH OFFICER**

- A. Provide a person who will be designated as the Site Safety and Health Officer. The Site Safety and Health Officer shall be thoroughly trained in rescue procedures, and the use of safety equipment and gas detectors in confined spaces. This person shall be present at all times during working hours when working in the confined spaces and shall implement the written Site Safety and Health Plan and conduct testing.
- B. The Site Safety and Health Officer shall select and determine which workers shall wear the equipment and the level of protection required depending on conditions encountered at the site.
- C. The Site Safety and Health Officer shall be present at the job site at all times during work and shall be responsible and authorized to supervise and enforce compliance with the written site safety and health plan.

- D. The Site Safety and Health Officer shall have the delegated authority to order any person or worker on the transfer station site to follow these safety rules. Failure to observe these rules shall be sufficient cause for removal of the person or workers from this project.

#### **1.4 CONTRACTOR SAFETY EQUIPMENT**

- A. As part of the safety program, maintain at the job site, safety equipment applicable to the work as prescribed by the governing safety authorities and all articles necessary for giving first-aid to the injured.
- B. All personnel should be trained in use of the appropriate safety equipment that would be utilized during the course of their work. It is the responsibility of the Site Safety and Health Officer, or person(s) in authority, to ascertain that all safety equipment is being used when appropriate.

#### **1.5 SAFETY PRECAUTIONS**

- A. In addition to conforming to the safety rules and regulations of governmental authorities having jurisdiction, conform to the following precautionary measures:
  - 1. Prohibit smoking in or near open excavations and exposed refuse.

#### **PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01200**  
**PROJECT MEETINGS**

**PART 1 – GENERAL**

**1.1 SUMMARY**

- A. Section specifies administrative and procedural requirements for project meetings including but not limited to:
  - 1. Pre-Construction Conference.
  - 2. Progress Meetings.
- B. Construction schedules are specified in Section 01015 – Schedules, Required Completion Dates and Liquidated Damages.

**1.2 PRE-CONSTRUCTION CONFERENCE**

- A. Owner will schedule a pre-construction conference at the project site or other convenient location prior to the issuance of the Notice to Proceed. It is anticipated that the pre-construction conference will occur not later than ten (10) days following execution of the Contract.
  - 1. The Owner will record meeting minutes and distribute copies within two (2) days after meeting.
- B. Required Attendees: The Owner, Engineer, Contractor and its superintendent, and major subcontractors shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.
- C. Agenda: Discuss items of significance that could affect progress including such topics as:
  - 1. Determination of date of Notice to Proceed.
  - 2. Construction schedule.
  - 3. Working hours.
  - 4. Critical work sequencing/outages.
  - 5. Designation of responsible personnel.
  - 6. Procedures for:
    - a. Submittal of Shop Drawings, Product Data and Samples.
    - b. Construction quality control and construction quality assurance.

- c. Processing field decisions and Change Orders.
  - d. Processing Progress Payments.
  - e. Submitting project schedule updates.
7. Preparation of record documents.
  8. Use of the premises/site restrictions.
  9. Traffic control on site.
  10. Office, work, and storage areas.
  11. Workers' parking.
  12. Equipment deliveries and priorities.
  13. Safety procedures.
  14. Security.
  15. Housekeeping.
  16. Contract closeout procedures.

### **1.3 PROGRESS MEETINGS**

- A. The Owner will schedule and administer weekly progress meetings at the project site, prepare agenda with copies for participants, and record minutes and distribute copies within three days to participants and those affected by decisions made.
- B. Attendees: In addition to representatives of the Owner and Contractor, the Engineer and each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress. Owner will coordinate attendance at progress meetings with agencies whose attendance is deemed appropriate by the Owner or is requested by the Contractor.
- C. Agenda:
  1. Review of minutes of previous meetings.
  2. Review of work progress.
  3. Discuss field observations, problems, and decisions (each party to report).

4. Updated progress schedule review, including:
  - a. Identification of problems that impede planned progress.
  - b. Corrective measures and procedures to regain planned schedule.
  - c. Effect of proposed changes on progress schedule and coordination.
  - d. Planned progress during succeeding work periods (3-weeks).
  - e. Coordination of projected progress.
5. Review of submittals schedule and status of submittals.
6. Maintenance, quality, and work standards.
7. Other business relating to Work. **PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**SECTION 01510**  
**TEMPORARY UTILITIES AND CONTROLS**

**PART 1 – GENERAL**

**1.1 SECTION INCLUDES**

- A. Temporary Utilities: Water and sanitary facilities.
- B. Temporary Controls: Protection of existing facilities and the installed Work.

**1.2 TEMPORARY WATER SERVICE**

- A. Contractor shall provide and pay for all water necessary for construction of the facilities.

**1.3 TEMPORARY SANITARY FACILITIES**

- A. Contractor shall provide its own sanitary facilities.
- B. Maintain daily in clean and sanitary condition.

**1.4 PROTECTION OF EXISTING FACILITIES**

- A. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

**1.5 PROTECTION OF INSTALLED WORK**

- A. Protect installed Work and provide special protection where specified in individual Specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01550**  
**ACCESS ROADS AND PARKING AREAS**

**PART 1 – GENERAL**

**1.1 SECTION INCLUDES**

- A. Access Roads.
- B. Parking.
- C. Existing Roads and Parking Areas.
- D. Maintenance.
- E. Removal, Repair.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION**

**3.1 ACCESS ROADS**

- A. Provide unimpeded access for emergency vehicles.

**3.2 PARKING**

- A. Arrange for temporary on-site parking areas for use of construction personnel.
- B. Locate as approved by Owner.

**3.3 EXISTING ROADS AND PARKING AREAS**

- A. Existing access roads may be used for construction traffic. Tracked vehicles not allowed.

**3.4 MAINTENANCE**

- A. Maintain traffic areas in a sound condition free of excavated material, construction equipment, and products.
- B. Maintain existing traffic areas used for construction; promptly repair potholes, low areas, standing water, and other deficiencies, to its original, or specified condition.

**3.5 REMOVAL, REPAIR**

- A. Remove temporary materials and construction at Substantial Completion.
- B. Repair existing facilities damaged, to original condition.



**SECTION 01562  
DUST CONTROL**

**PART 1 – GENERAL**

**1.1 SUMMARY**

- A. Control of dust caused by construction activities.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION**

**3.1 GENERAL**

- A. The Contractor shall control dust on the site and unpaved roads by watering or other approved means. Watering of site and unpaved areas shall continue, if necessary, until such time as the areas have been restored.

**END OF SECTION**

**SECTION 01700**  
**PROJECT CLOSEOUT**

**PART 1 – GENERAL**

**1.1 SECTION INCLUDES**

- A. Closeout Procedures.
- B. Project Record Documents.
- C. Warranties.

**1.2 OPERATIONAL TESTING**

- A. Tests and inspections, unless otherwise specified or accepted, shall be in accordance with the recognized standards of the industry.

**1.3 CLOSEOUT PROCEDURES**

- A. Notify Engineer in writing that the Work is substantially complete and request Engineer to issue Certificate of Substantial completion in accordance with Paragraph 14.04 of the General Conditions.
- B. Submit request for final inspection in accordance with Paragraph 14.06 of the General Conditions, and complete corrections as specified.
- C. Submit final Application for Payment identifying total adjusted Contract Price, previous payments, and balance due, in accordance with Paragraph 14.07 of the General Conditions.
- D. Final payment and acceptance will be made in accordance with Paragraph 14.07 of the General Conditions.

**1.4 PROJECT RECORD DOCUMENTS**

- A. Maintain, on site, one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other Modifications to the Contract.
  - 5. Reviewed Shop Drawings, product data, and samples.

- B. Store record documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Submit documents to Engineer with final Application for Payment.
- E. Submit prior to final Application for Payment.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**



**SECTION 02200**  
**EARTHWORK**

**PART 1 – GENERAL**

**1.1 SECTION INCLUDES**

- A. All operations necessary for excavation, backfill, subgrade preparation, and grading where applicable.
- B. All work shall conform to the lines, grades, cross-sections, and elevations shown on the drawings.

**1.2 RELATED SECTIONS**

- A. Division 1 – General Requirements.
- B. Section 02410 – Geomembrane.
- C. Section 02411 – Geonet.
- D. Section 03300 – Cast-in-Place Concrete.

**1.3 DEFINITIONS**

- A. Original Ground: Refers to the grade at the beginning of the project before the Contractor completes any earthwork.
- B. Spoil Material: Rejects and oversize material removed during excavation operations and not suitable for construction materials.
- C. Prepared Subgrade: The ground surface after clearing, grubbing, stripping, excavation, and scarification and/or compaction.
- D. Completed Course: A course or layer that has been placed and tested and is ready for the next layer or the next phase of the Work.
- E. Unauthorized Excavation: Removal of materials beyond indicated subgrade and trench bottom elevations or dimensions without specific direction from CQA Engineer. Unauthorized excavation, as well as remedial work, shall be at the Contractor's expense. Backfill and compact unauthorized excavations as specified for authorized excavations.

**1.4 QUALITY ASSURANCE**

- A. Codes and Standards: Perform Work in compliance with applicable requirements of governing authorities having jurisdiction and referenced most recent codes and standards, and bear sole responsibility for penalties imposed for noncompliance.

- B. Comply with the requirements of the Construction Quality Assurance (CQA) Plan.

**1.5 PROJECT SITE CONDITIONS**

- A. Subsurface Investigations: No subsurface investigations were completed at the location of construction. Potential Contractors may, during the bidding phase, conduct site inspections. The Owner will not be responsible for assumptions or conclusions made by the Contractor during site inspections. Contractor will contact Owner at least 24 hours prior to site inspection to obtain approval.

**1.6 SUBMITTALS**

- A. Submit the following under provisions of Section 01300 – Submittals.
  - 1. Soils testing and inspection service: Qualifications.
  - 2. Samples: Submit samples of proposed soil materials to be used in the construction for comparison to actual materials delivered to the site. Submit copies of source quality control documents to Engineer, including sieve analysis and other test results. At completion of project, submit test reports including material gradation, moisture- density relationship, in-place moisture content/density results, and location of in-place moisture content/density tests.

**PART 2 – PRODUCTS**

**2.1 GENERAL**

- A. Provide all labor, materials, and equipment necessary to accomplish the Work specified in this Section.

**PART 3 – EXECUTION**

**3.1 GENERAL**

- A. All excavation is unclassified and includes excavation to elevations indicated, regardless of character of materials and obstructions encountered.
- B. Perform earthwork in dry conditions.
- C. Unauthorized excavation, as well as remedial work directed by the County, shall be at Contractor's expense. Backfill and compact unauthorized excavation as specified for authorized excavations, unless otherwise directed by County.

**END OF SECTION**

