

July 10, 2019

SUBJECT:

Port of Pasco Administrative Office

Phone: 509.547.3378
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portofpasco@portofpasco.org
1110 Osprey Pointe Blvd.
Suite 201
P.O. Box 769
Pasco, Washington U.S.A. 99301

Port Commissioners

Jean Ryckman James T. Klindworth Vicki Gordon

Executive Director

Randy Hayden

Dear Small Works Roster Overhead Door Contractor:

Please find enclosed the bidding documents for the Port of Pasco, Big Pasco Industrial Center 2019 Overhead Doors Warehouses project. The project involves removal of 17 existing wood sliding doors, all tracks and hardware and installation of 17 new vertical lift non-insulated overhead doors.

Big Pasco Industrial Center 2019 Overhead Doors Warehouses

We would appreciate your bid proposal or a response indicating that you will not be submitting a bid.

If you have any questions, please feel free to contact me at (509) 547-3378.

BIDS DUE JULY 24, 2019 AT 10:00 AM

Respectfully,

Tracy Friesz

Facilities Engineer

Tracy Friez

enclosure

Port of Pasco INVITATION FOR BIDS

Small Works Roster

Notice to Contractors: The Port of Pasco requests your proposal to furnish labor, equipment, and material to accomplish the project: Big Pasco Industrial Center 2019 Overhead Doors Warehouses.

Instructions: Please submit your proposal by mail or by hand not later than 10:00 AM. PST, July 24,

2019. Bids shall be mailed, or delivered to the Facilities Engineer, Port of Pasco, 1110 Osprey Pointe Blvd, Suite 201, P.O. Box 769, Pasco, WA 99301. Questions may be directed to Tracy Friesz, Ph. 509.547.3378. Plans and specifications may be examined or obtained at the Port of Pasco Administrative office at the address listed above or at the Port's web site, www.portofpasco.org under "Business with the Port". Contractors must be on the Port's Small Works Roster to be eligible for bidding on this project. Small Works Roster

applications are available on the Port's web site, www.portofpasco.org.

Bid Opening: Bids will immediately be publicly opened and read aloud on the submittal time and date listed

above. Bids received after the time for opening cannot be considered.

Bid Award: Opened proposals will be submitted to the Board of Commissioners of the Port of Pasco at

the next regular meeting. It is anticipated an award will be made within one week after the presentation to the Board of Commissioners. The work will be awarded to, and a contract negotiated with the lowest responsible bidder or the bid judged to be in the best interest of the Port of Pasco. The successful bidder shall have 10 days after receipt of the Notice of Award to execute the Agreement and furnish required bonds and proof of insurance.

Award to execute the Agreement and furnish required bonds and proof of insurance.

Start Date and Contract Time:

Work will begin within 10 days after the execution of the contract, and require completion

not to exceed 35 calendar days.

Pre-Bid Walk-Through: A pre-bid meeting for the project will be held at the Port Administrative Office, 1110 Osprey Pointe Blvd, Suite 201, Pasco, WA on July 18, 2019, at 10:00 AM. A walk-through of the

project site will be conducted at the pre-bid meeting.

Bid Proposal Form:

Proposals shall be prepared on the standard proposal form attached. The proposal shall be placed in a sealed envelope marked in the lower left corner with "Proposal for Big Pasco

Industrial Center 2019 Overhead Doors Warehouses. Please place name of company on

front of envelope as well.

Bid Comparisons: Discrepancies between the multiplication of units of Work and unit prices will be resolved in

favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between figures and numbers written as words shall be resolved in favor of the numbers

written as words.

Bid Hold: No Bid may be withdrawn for a period of four weeks after the bid date.

Bid Guarantee: A certified check, cashier's check or bid bond made payable to the Port of Pasco for an

amount equal to at least 5% of the total base bid amount shall accompany each bid.

Performance & Payment Bond:

The Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price, as required by R.C.W. 39.08, upon execution of a contract. These bonds shall remain in effect until one year after the date when final payment becomes due. In lieu of the said performance and payment bonds, and in the event the contract is for an amount less than \$150,000.00, the Contractor may elect to have the Port retain 10% of the contract amount for a period of forty five (45) days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, Department of Labor and Industries, and the settlement of liens filed under Chapter 60.28 R.C.W., whichever is later. Retained amounts will be held by the Port unless Contractor submits a written request to invest the deposit retainage in accordance with applicable law.

Agreement:

Successful bidder will execute the attached Agreement between the Port of Pasco and the Contractor.

Right of the Port to Accept or Reject Bids:

The Port of Pasco reserves the right to reject any or all bids, to waive any informalities or irregularities in any bid, or in the bidding, and to accept or reject any bid for reasons based solely on considerations for the best interests of the Port of Pasco.

GENERAL CONDITIONS:

Insurance:

The Contractor shall purchase and maintain such insurance as will protect it from claims arising out of Contractor's operations under the contract, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable (per Title 48 of the R.C.W.). Said insurance shall include provisions applying to:

- A. Claims under workman's compensation, disability benefit and other similar employee benefit acts:
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by usual personal injury liability coverage;
- C. Claims for damages because of bodily injury, sickness or disease, or death of person other than its employees, and claims insured by usual personal injury liability coverage; and
- D. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

The insurance required by this paragraph shall be written for not less than:

A. <u>Commercial General Liability and Contractual Liability Insurance</u>; written on an Occurrence form, and include Premises and Products/Completed Operations; Employers Liability.

Combined Single Limit per Occurrence \$1,000,000

General Aggregate \$2,000,000

B. Commercial Auto Liability; including all Owned, Non-Owned, and Hired Autos:

Combined Single Limit per Occurrence \$1,000,000 each Accident

including Bodily Injury and Property Damage Liability

C. Workers Compensation Statutory Requirements

D. <u>Excess/Umbrella</u> \$1,000,000 Each

Occurrence

All such insurance policies shall be issued by a reputable insurance company satisfactory to Port; authorized to do business in the State of Washington and rated A- or better by A. M. Best Company. The insurance company and its agent shall be licensed with the State of Washington Insurance Commissioner per Title 48 of the RCW of Washington.

The policy of Commercial General Liability shall 1) name the Port as an Additional Insured for both "ongoing" and "completed operations", and shall include coverage for the Port's officers, directors, partners, employees, agents, and consultants and 2) be primary coverage for both Defense and Indemnity and Non-Contributory with any insurance maintained by Port, and shall provide for a Waiver of Subrogation rights as to the Port.

Evidence of Insurance shall be filed with the Port prior to the execution of the agreement, which documents that policies providing such coverage and limits of insurance are in full force and effect in a form acceptable to the Port. Attach appropriate endorsement forms evidencing required additional insured parties. Thirty (30) days advance notice shall be given in writing to the PORT prior to cancellation, termination or alteration of said policies of insurance. The insurance company and its agent shall be licensed with the State of Washington Insurance Commissioner per Title 48 of the RCW of Washington.

Warranty:

Standard one year Contractors Guarantee covering the work performed and Manufacturers' Warranty on material, and warranties as otherwise listed in these specifications. Copies of all such warranties to be furnished to the Port of Pasco.

Cancellation of Contract for Violation of Port Policy: This contract pursuant to R.C.W. 49.28.050 and 49.28.060 may be cancelled by the officers or agents of the Port authorized to contract for or supervise the execution of such work, in case such work is not performed in accordance with the policy of the Port relating to such work.

Prevailing Wage:

The hourly wages paid to laborers, workmen or mechanics shall not be less than the prevailing rate of wage, R.C.W. 39.12.020. No worker may be paid less than the specified hourly rate. Contractor will submit Intent to Pay Prevailing Wages, Affidavit of Wages Paid, and Request for Release to the Department of Labor and Industries at appropriate times.

The Washington State Prevailing Wage Rates for Public Works Contracts, Franklin County, effective July 24, 2019, is a part of this Invitation and may be accessed from the following website: http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp. A copy is also available for viewing at the Port of Pasco office, 1110 Osprey Pointe Blvd, Suite 201, Pasco, WA 99301, and can be mailed upon request.

Retainage:

Retainage of 5% will be administered in accordance with R.C.W. 60.28 when contractor elects to furnish a performance and payment bond for the project when all requirements are met. If contractor elects not to furnish a performance and payment bond on the project of

\$150,000 or less, retainage of 10% will be withheld until requirements of R.C.W. 60.28 are met.

Bidder Responsibility Criteria

It is the intent of Owner to award a contract to the lowest, responsible bidder. In accordance with RCW 39.04.350, before award of a public works contract, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

- A. Have a current certificate of registration as a contractor at the time of bid submittal, in compliance with chapter 18.27 RCW. In addition, per RCW 39.06.010(1), all electrical and elevator contractors must also be licensed, which must have been in effect at the time of bid submittal:
- B. Have a current Washington Unified Business Identifier (UBI) number;
- C. If applicable:
 - Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW, unless self insured;
 - 2. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - 3. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - 4. Have a Federal Employer Identification number (EIN or Federal Tax ID number)
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- E. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;
- F. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption:
- G. Within the three year period immediately preceding the date of the bid solicitation, not have been determined by a final binding citation and notice of assessment

issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This requires the successful bidder to submit to the municipality a signed acknowledged statement under oath verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement set forth under this number.

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SPECIFICATIONS:

Section 1:

Description of the Work: The project involves removal and disposal of existing sliding wood doors, rails and hardware and installation of new 10x10 and 10x14 steel non-insulated vertical lift overhead doors at 17 locations. Plans are attached as Drawings DR-01 and DR-02. General demolition includes removal of existing sliding wood doors and all hardware and any items required for installation of new overhead doors in existing opening. Project specific requirements are listed below:

DIVISION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing contract modifications.

1.02 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the work, not involving adjustment to the contract sum or the contract time, on AIA Document G710, "Architect's Supplemental Instructions."

1.03 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a description of proposed changes in the work that may require adjustment to the contract sum or the contract time. Work change proposal requests issued by architect are not instructions either to stop work in progress or to execute the proposed change. Cost shall include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made, applicable taxes, delivery charges, equipment rental, and costs of labor and supervision directly attributable to the change.
- B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the contract, contractor may initiate a claim by submitting a request for a change to architect. Include a statement outlining reasons for the change and the effect of the change on the work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the contract sum and the contract time. Cost shall include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made, applicable taxes, delivery charges, equipment rental, and costs of labor and supervision directly attributable to the change.

1.04 CHANGE ORDER PROCEDURES

A. On owner's approval of a work changes proposal request, architect will issue a change order for signatures of owner and contractor on AIA Document G701.

1.05 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a construction change directive on AIA Document G714. Construction change directive instructs contractor to proceed with a change in the work, for subsequent inclusion in a change order.

B. Documentation: Maintain detailed records on a time and material basis of work required by the construction change directive. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF DIVISION 012600 - CONTRACT MODIFICATION PROCEDURES

DISISION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on project including, but not limited to Requests for Information (RFIS) and project meetings.

1.02 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different sections of the specifications to ensure efficient and orderly installation of each part of the work. Coordinate construction operations, included in different sections, which depend on each other for proper installation, connection, and operation. Schedule construction operations in sequence required to obtain the best results where installation of one part of the work depends on installation of other components, before or after its own installation. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the work. Such administrative activities include, but are not limited to, preparation of contractor's construction schedule, delivery and processing of submittals, progress meetings, pre-installation conferences, project closeout activities, and startup and adjustment of systems.

1.03 REQUESTS FOR INFORMATION (RFIS)

- A. General: Immediately on discovery of the need for additional information or interpretation of the contract documents, contractor shall prepare and submit an RFI in the form specified. Architect will return RFIS submitted to architect by other entities controlled by contractor with no response.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the contractor's suggested resolution. If contractor's solution(s) impacts the contract time or the contract sum, contractor shall state impact in the RFI.
- C. RFI forms: AIA Document G716 or approved form, acceptable to architect.

- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for architect's response for each RFI. The following RFIS will be returned without action: Requests for approval of submittals or substitutions and requests for coordination information already indicated in the contract documents.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIS organized by the RFI number. Include RFI description, date submitted and date architect's response was received. Notify architect within five days if contractor disagrees with response.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF DIVISION 013100 - PROJECT MANAGEMENT AND COORDINATION

DIVISION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the work, consisting of the contractor's construction schedule.

1.02 SUBMITTALS

A. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1.03 COORDINATION

A. Coordinate contractor's construction schedule with the schedule of values, submittal schedule, progress reports, and payment requests coordinate each construction activity with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.01 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the notice to proceed to date of substantial completion. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by change order.
- B. Activities: Separate area as a separate numbered activity for each main element of the work. Comply with the following: define activities so no activity is longer than 90 days. Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, submittals, approvals, purchasing, fabrication, and delivery.
- C. Milestones: Include milestones indicated in the contract documents in schedule, including, but not limited to, the notice to proceed, substantial completion, and final completion.

D. Recovery Schedule: When periodic update indicates the work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which contractor intends to regain compliance with the schedule.

2.02 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, contractor's construction schedule within 7 days prior of date established for commencement of the work. Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. For construction activities that require more than three months to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

PART 3 - EXECUTION

3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
- B. Distribution: Distribute copies of approved schedule to architect owner, separate contractors, testing and inspecting agencies, and other parties identified by contractor with a need-to-know schedule responsibility.

END OF DIVISION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

DIVISION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated in the contract documents for specific test and inspection requirements. These services do not relieve contractor of responsibility for compliance with the contract document requirements.

1.02 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to architect for a decision before proceeding.
- B. Minimum quantity or quality levels: the quantity or quality level shown or specified shall be the minimum provided or performed.

1.03 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other sections.
- B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other sections.
- C. Permits, Licenses, and Certificates: For owner's records, submit copies of permits, licenses, certifications, inspection reports, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the work.
- D. Testing Agency Qualifications: An independent agency with the experience to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual technical sections; and that is acceptable to authorities having jurisdiction.

1.04 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as owner's responsibility, owner will engage a qualified testing agency to perform these services.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to the owner are contractor's responsibility. Perform additional quality-control activities required to verify that the work complies with requirements, whether specified or not.
- C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the work, and submittal of written reports.
- D. Re-testing/re-inspecting: Regardless of whether original tests or inspections were contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced work that failed to comply with the contract documents.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide access to the work, and incidental labor and facilities necessary to facilitate tests and inspections.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 TEST AND INSPECTION LOG

A. Test and inspection log: maintain a record at project site.

3.02 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes. Repair and protection are contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF DIVISION 014000 - QUALITY REQUIREMENTS

DIVISION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in project; product delivery, storage, handling; manufacturers' standard warranties; special warranties; and comparable products.

1.02 **DEFINITIONS**

- A. Products: Items obtained for incorporating into the work, whether purchased for project or taken from previously purchased stock. The term "Product" includes the terms "Material," "Equipment," "System," and terms of similar intent.
 - 1. Named products: Items identified by manufacturer's product name, make or model number listed in manufacturer's published product literature that is current as of date of the contract documents.
 - 2. New products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable product: product that is approved through the submittal process to have the indicated qualities related to type, function, dimension, performance, physical properties, appearance, and other characteristics that equal or exceed those of the specified product.
- B. Basis-of-design Product Specification: A specification in which a specific manufacturer's product is named, including make or model number or other designation, to establish the significant qualities related to type, function, dimension, performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.03 SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include specification section number and title and drawing numbers and titles.
- B. Basis-of-design Product Specification Submittal: Comply with requirements in division 01 section "Submittal Procedures." show compliance with requirements.

1.04 QUALITY ASSURANCE

A. Compatibility of Options: If contractor is given option of selecting between two or more products for use on project, select product compatible with products previously selected, even if previously selected products were also options.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions. Schedule delivery to minimize long-term storage at project site and to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration. Deliver products to project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Protect stored products from damage and liquids from freezing.

1.06 PRODUCT WARRANTIES

- A. Warranties shall be in addition to, and run concurrent with, other provisions of the contract documents.

 Manufacturer's disclaimers and limitations on product warranties do not relieve contractor of obligations under requirements of the contract documents.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution from Manufacturers.

PART 2 - PRODUCTS

2.01 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the contract documents, are undamaged and, unless otherwise indicated, are new at time of installation. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - Product: Where specifications name a single manufacturer and product, provide the named product that
 complies with requirements. Comparable products or substitutions for contractor's convenience will not
 be considered. Where specifications include a list of names of both available manufacturers and
 products, provide one of the products listed, or an unnamed product, that complies with requirements.
 - 2. Basis-of-design Product: Where specifications name a product, or refer to a product indicated on drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named.
 - 3. Visual Selection Specification: Where specifications include the phrase "as selected from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.02 COMPARABLE PRODUCTS & SUBSTITUTIONS

A. Substitutions will be considered up to 5 calendar days prior to bid opening.

- B. Substitutions may be considered after contract award only when a product becomes unavailable through no fault of the contractor, or when the Owner deems it to be in the Owner's best interest to do so.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request constitutes a representation that the Bidder/Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the Substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, if they have not been previously approved.
- F. Substitution Submittal Procedure:
 - 1. All substitution requests shall be accomplished by requesting substitution form from Engineer.
 - 2. Clearly indicate with red arrows on the supporting data the proposed substitution and accessories.
- G. Substitution Review Procedure: Engineer will review substitution requests prior to bid within the 10 days prior to bidding. The substitution request form will be required to be filled out. Only approved substitutions will be listed on addenda. All proposed substitutions not listed on addenda shall be considered by the submitter and the Contractor as non-acceptable substitution and shall not be used. Substitutions after bid submission by Contractor will be reviewed only as per item B above or a better quality item is requested for substitution on approval by Engineer.

PART 3 - EXECUTION (NOT USED)

END OF DIVISION 016000 - PRODUCT REQUIREMENTS

DIVISION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including record drawings and specifications.

1.002 SUBMITTALS

A. Record drawings: Submit one complete paper-copy set of marked-up record prints.

PART 2 - PRODUCTS

2.01 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the contract drawings and shop drawings, incorporating new and revised drawings as modifications are issued. Mark record prints to show the actual installation where installation varies from that shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Note construction change directive numbers, alternates, change order numbers, and similar identification, where applicable.

PART 3 - EXECUTION

3.01 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur.
- B. Maintenance of Record Documents: Store record documents apart from the contract documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for architect's reference during normal working hours.

END OF DIVISION 017839 - PROJECT RECORD DOCUMENTS

DIVISION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

A. This section consists of furnishing all labor, materials and equipment necessary and incidental to selective demolition, removal and disposal of existing sliding wood doors and all hardware at locations of new overhead door installation locations.

1.02 RELATED WORK

- A. Coordinate the work of this section with all other sections of the project-specific Specifications, but more specifically the following sections:
 - 1. Division 08, Sectional Doors

1.03 FIELD CONDITIONS

A. Tenant will occupy building while construction is being conducted. Conduct selective demolition so Tenant operations will be disrupted to the least extent as possible. Contractor shall work with Tenant for scheduling work at various areas and give proper notice for them to be able to move items as necessary for demolition and field work to be accomplished.

- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as much as practical.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify the Port. Hazardous materials will be removed by the Port under a separate contract.
- D. Utility Service: Maintain existing utilities and protect them against damage during selective demolition operations.

PART 2 – PRODUCTS

No work this section.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify utility locations before starting selective demolition operations.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

3.02 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, tenants, and other adiacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of buildings.

3.03 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction of design build by contractor. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 2. Dispose of demolished items and materials promptly.

3.04 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Remove demolished materials from Project site and legally dispose.

- Do not allow demolished materials to accumulate on-site.
- 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF DIVISION 024119 - SELECTIVE DEMOLITION

DIVISION 083613 – SECTIONAL DOORS

PART 1 - GENERAL

1.01 SUMMARY

A. This section consists of furnishing all labor, materials and equipment necessary and incidental to installation of manual lift, non-insulated sectional vertical lift overhead doors.

1.02 RELATED WORK

- A. Coordinate the work of this section with all other sections of the project-specific Specifications, but more specifically the following sections:
 - 1. Division 02, Selective Demolition

1.03 REFERENCES

A. ANSI/DASMA 102 - American National Standard Specifications for Sectional Overhead Type Doors.

1.04 DESIGN / PERFORMANCE REQUIREMENTS

- A. Single-Source Responsibility: Provide doors, tracks, motors, and accessories from one manufacturer for each type of door. Provide secondary components from source acceptable to manufacturer of primary components.
- B. Design doors to withstand:
 - 1. Cycle life of 20,000 cycles.
- C. Track and Operating Hardware: Vertical Lift Type.

1.05 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- B. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

C. Operation and Maintenance Data.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum five years documented experience.
- B. Installer Qualifications: Authorized representative of the manufacturer with minimum five years documented experience.
- C. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories, Inc. acceptable to authority having jurisdiction as suitable for purpose specified.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Store products in manufacturer's unopened labeled packaging until ready for installation.
- B. Protect materials from exposure to moisture until ready for installation.
- C. Store materials in a dry, ventilated weathertight location.

1.08 WARRANTY

A. Warranty: Manufacturer's limited door and operators System warranty for 10 years against delamination of polyurethane foam from steel face and all other components for 1 years or 20,000 cycles, whichever comes first.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturers: Amarr, Clopay, CHI, Northwest Door, Overhead Door, Raynor, Wayne Dalton, or approved equal.
- B. Contract Documents are based on Model 3240 by C.H.I. Overhead Doors.

2.02 MATERIALS

- A. Galvanized Steel Sheet:
 - 1. ASTM A653/A653M, Structural Quality, G60 coating class.

2.03 COMPONENTS

- A. Door Sections:
 - 1. Type: Deep ribbed, pan style.
 - 2. Material: Galvanized steel.
 - 3. Gauge: 24.
 - 4. Thickness: Nominally 2 inches.
 - 5. Rails: Tongue-and-groove.
 - 6. End caps: Wrap-around box style, 18 Gauge galvanized steel, full height of section, riveted to inside rails and face of door.

B. Tracks:

- 1. 2 inches wide, roll-formed galvanized steel, 16 Gauge for doors up to 10 feet high, 14 Gauge for doors exceeding 10 feet high.
- 2. Horizontal tracks reinforced with minimum 13 Gauge galvanized steel angle according to door weight and size.
- C. Hinge and Roller Assemblies: Heavy duty hinges and adjustable roller holders of galvanized steel, with floating hardened steel bearing rollers, located at top and bottom of each panel, each side.

D. Spring Counterbalance:

- 1. Oil tempered torsion springs mounted on cross-header shaft supported by galvanized steel ball bearing end plates and center carrier brackets as required.
- 2. Counterbalance transferred to doors via aircraft quality braided steel lift cables.
- E. Bottom Weatherstripping: Vinyl weatherseal, full width of door.
- F. Head and Jamb Weatherstripping: Flexible one piece vinyl extrusions.
- G. Lock: Inside slide type, adjustable keeper, spring activated.

H. Finish:

- 1. Exterior panel surfaces: Baked-on enamel primer and polyester finish coat, white color.
- 2. Interior panel surfaces: Baked-on polyester primer.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install door assembly in accordance with manufacturer's instructions.
- B. Anchor to adjacent construction without distortion or stress.
- C. Securely brace door tracks suspended from structure. Secure tracks to structural members only.
- D. Fit and align door assembly including hardware, level and plumb, to provide smooth operation.
- E. Position head and jamb weatherstripping to contact door sections when closed; secure in position.
- F. Make wiring connections between power supply and operator and between operator and controls.

3.02 ADJUSTING

A. Adjust to operate smoothly throughout full operating range.

END OF DIVISION 083613 - SECTIONAL DOORS

Section 2:

Permits: Contractor shall be responsible for obtaining all City of Pasco Building Department, Hazardous Materials removal and any state, county or local governmental permits and any costs and fees associated with and applicable to this project for these permits and applications. Contractor shall be responsible for the costs of disposal of all building debris associated with project.

Section 3:

Disposal & Notification: Contractor shall be responsible for the disposal of all debris in a legal manner according to all applicable laws, codes and regulations. Notification of proper authorities for hazardous materials removal if required shall be the responsibility of the contractor. All fees associated with disposal of hazardous materials and general construction debris shall be included in Contractors scope of work.

Section 4:

Site: Contractor shall be aware of rail road tracks and protection of them, not leaving equipment on them when on site. Be aware of tenant activities and minimize interference with these activities as much as possible. Coordinate with tenant for work and scheduling.

Section 5:

Security: Contractor shall secure the building during construction and maintain public safety.

Section 6:

Health and Safety: The Contractor's attention is alerted to the strict enforcement and requirements of the "Occupational Safety and Health Act" (OSHA) and "The Washington Industrial Safety and Health Act of 1973" (WISHA), which apply to all operations within this contract. The Contractor shall comply with all provisions thereof and make such reports and maintain such records as the acts require. The Contractor shall prepare a project-specific health and safety plan in full compliance with OSHA and WISHA requirements. The Contractor shall be solely and completely responsible for conditions of the job site including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

Section 7:

Plans: The plans are for reference only. Dimensions are estimated and location details are general in nature.

Section 8:

Cleanup: Contractor shall leave the job site clean on a daily basis.

BID FORM Small Works Contract

To:	Port Of Pasco

1110 Osprey Pointe Blvd, Suite 201

P O Box 769 Pasco, WA 99301

Project:	Big Pasco Industrial Center 2019 Overhead Doors Warehouses		
Submitted By <u>:</u>	(Full Name)		
	(Address)		
	(City, State and Zip Code)		
	(Phone Number)	(Employment Security Dept. Number)	

Offer: Furnish labor, equipment, and material, to complete "Big Pasco Industrial Center 2019

Overhead Doors Warehouses" according to the specifications and other descriptive

documents, for the amount of (including Washington Sales Tax):

1	Base Bid-Removal & disposal of existing sliding doors and hardware-17 each	LS	\$
	Base Bid-Furnish and installation of 10x10 & 10x14 non insulated High lift overhead sectional doors-17 each	LS	\$
	WSST 8.6%	LS	\$
Total Base Bid Incl. WSST		(use numbers)	\$
		(use words)	dollars

Signature	Date	
Print Name	(Contractor License Number)	
Title: If Corporation please affix Corporate Seal.	(Contractor UBI Number)	
	(Federal Employer ID Number)	

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (July 24, 2019), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date City State

Check One:
Sole Proprietorship Partnership Joint Venture Corporation State of Incorporation, or if not a corporation, State where business entity was formed:

^{*} If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.

AGREEMENT

Agreement between Port of Pasco and Contractor

Small Works Contract

THIS AGREEMENT is made on the day of, 2019 between the Port of Pasco (hereinafter "the Port") and the contractor, XYZ, (hereinafter "the Contractor"), who in consideration of the mutual promises contained herein, agree as follows:		
ARTICLE 1: The Work		
1.1 The Contractor shall perform all the work required by the contract documents identified in Article 5 and by this reference incorporated herein, for the project entitled Big Pasco Industrial Center 2019 Overhead Doors Warehouses.		
ARTICLE 2: Time of Commencement and Completion		
2.1 The work to be performed under this contract shall commence not later than Notice to Proceed date and shall be completed not later than 35 calendar days following the date of commencement (hereinafter the "completion date").		
ARTICLE 3: Contract Sum		
3.1 The Port will pay the Contractor, for the satisfactory performance of the work, a contract sum of Dollars (\$), which includes applicable Washington State sales tax.		

ARTICLE 4: Payment

- 4.1 Monthly progress payments will be made for invoices submitted by the first of the month. Invoices should reflect work completed to date and are subject to approval by the Engineer. Materials and equipment not incorporated in the Work, but delivered, suitably stored, and accompanied by documentation satisfactory to the Port will be paid at 75% of cost (with the balance being retainage until fully incorporated into the Work).
- 4.2 Upon final acceptance of the work by the Port, the Contractor shall submit a final invoice in the amount of 100% of the contract sum, plus 100% of the applicable Washington State sales tax.

- 4.3 The Port may withhold payment (or a portion thereof) otherwise due the Contractor on account of:
 - A. defective work not remedied;
 - B. claims filed;
 - C. failure of the Contractor to make payment properly to subcontractors or for labor, materials or equipment;
 - D. damages to another Contractor; or
 - E. unsatisfactory performance of the work by the Contractor.
- 4.4 The acceptance of the final payment by the Contractor shall constitute a waiver of all claims, of whatever sort or nature, by the Contractor against the Port.
- 4.5 Unless withheld pursuant to paragraph 4.3, final payment to the Contractor shall be made upon occurrence of the following:
 - A. The expiration of 45 days following the final acceptance of the project, and
 - B. The receipt by the Port of the department of revenue certificate of payment of state excise taxes if contract is for a sum of \$35,000.00 or more, and
 - C. Satisfaction of the Port that the claims of materialmen and laborers incurred in filing and processing such claims have been paid or provided for, and
 - D. All requirements of RCW 39.12 relating to Prevailing Wage have been met.
- 4.6 Retainage of 5% will be withheld until the requirements in Section 4.5 hereinabove and RCW 60.28 are met when contractor elects to furnish a performance and payment bond for the project of \$150,000 or less. If contractor elects not to furnish a performance and payment bond on project of \$150,000 or less, retainage of 10% will be withheld until the requirements in Section 4.5 hereinabove and RCW 60.28 are met.

ARTICLE 5: The Contract Documents

- 5.1 The contract documents, which by this reference are incorporated herein, consist of those documents listed below specifically:
 - A. This Agreement.
 - B. Invitation for Bids, Addenda, Small Works Roster.
 - C. General Conditions

- D. Specifications.
- E. Bid Form submitted by Bidder
- F. Drawings.
- G. Prevailing Wages Schedule.
- 5.2 The contract documents set forth above form the entire and integrated agreement between the Parties hereto, and supersede all prior negotiations, representation, or agreements, either written or oral. The contract may be amended or modified only by a written amendment to the contract signed by both parties or by a change order.
- 5.3 By his execution of the contract, the Contractor represents that he has visited the site of the work and familiarized himself with all conditions under which the work is to be performed.
- 5.4 The Contractor shall comply with all applicable Federal/State laws, City/County ordinances, and rules and regulations of all authorities having jurisdiction of project construction. Said laws will be deemed to be included the same as though written out in full.

ARTICLE 6: Owner

6.1 The Port of Pasco, as owner, shall issue all instructions to the Contractor through an authorized representative. The Port shall at all times have access to the work wherever it is in preparation or progress.

ARTICLE 7: Contractor

- 7.1 The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for performing, scheduling and coordinating all portions of the work under the contract in a proper fashion and in strict compliance with all applicable codes, rules, regulations and laws.
- 7.2 Contractor shall carry on the Work in a safe manner, and shall comply with all applicable federal, state and local laws, regulations, standards, and recognized trade practices for the protection and safety of its employees and other persons about its Work, including without limitation those governing labor, safety, health, sanitation, and protection of the environment.
- 7.3 Contractor is solely responsible for protection and safety of its employees, for final selection of safety methods and means, and for

establishing, supervising, inspecting and enforcing its safety obligations in accord with this Agreement and applicable law.

- Contractor shall defend, indemnify and hold the Port, its officers, officials, employees, engineer and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Port. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them and the Port, its officers, officials, employees, engineer and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence, or of any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- 7.5 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor and materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.
- 7.6 The Contractor shall pay prevailing wages, all sales, consumer, use, and other similar taxes required by law, and shall secure and pay for all permits, fees, and licenses necessary for execution of the work.
- 7.7 The Contractor will warrant to the Port that all materials and equipment furnished under the contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the specifications. All work not so conforming to these standards may be considered defective. If required by the Port, the Contractor shall furnish satisfactory evidence as to the kind and

quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy afforded by law.

7.8 RCW 39.06.020 requires a public works contractor to verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification is to include that, at the time of subcontract execution, each subcontractor meets the responsibility criteria listed above and in RCW 39.04.350(1) and additionally – if applicable – possesses an electrical contractor license or an elevator contractor license.

ARTICLE 8: Separate Contracts

8.1 The Port reserves the right to award other contracts in connection with other portions of the project.

ARTICLE 9: Time

9.1 All time limits stated in the contract documents are of the essence of the contract.

ARTICLE 10: Independent Contractor

- 10.1 Contractor represents, warrants and understands that it is an independent contractor and employing unit, duly licensed to perform the Work (including without limitation state contractor registration), subject to all applicable Social Security, Unemployment Compensation and Workers' Compensation statutes, and shall keep records and make reports and payments of all taxes or contributions required. Contractor agrees to indemnify, defend and hold Port harmless from any expenses or liability incurred under such statutes in connection with employees of Contractor.
- 10.2 If any Work hereunder is performed by principals of Contractor who are not covered by Workers' Compensation, the principals agree that they shall have no claim against Port or its insurers or its Workers' Compensation coverage in the event they are injured while performing such Work.

ARTICLE 11: Miscellaneous Provisions

11.1 This agreement is executed on the day first above written.

- 11.2 In the event of any dispute between Port and Contractor arising out of or relating to this Agreement, the prevailing party shall be entitled, whether or not a suit, action, or arbitration proceeding is instituted, to recover all costs incurred in connection with the dispute, including without limitation reasonable attorneys' and expert witness fees, whether at trial, on appeal or denial of any petition for review, or in connection with enforcement of any judgment.
- 11.3 This Agreement shall be interpreted in accordance with the laws and court rules of the State of Washington in effect on the date of execution of this Agreement. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the parties agree that such action shall be brought in a court of competent jurisdiction situated in Franklin County, Washington.
- 11.4 The Defend Trade Secrets Act provides that an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (1) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

PORT OF PASCO:	CONTRACTOR: XYZ
By:	By: Title:
By: Title:	By: Title:
	Washington State Contractors License No.:

PREVAILING WAGES

DRAWINGS



