



**Port of Pasco Administrative Office**  
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**Port Commissioners**  
Jean Ryckman  
James T. Klindworth  
Vicki Gordon

**Executive Director**  
Randy Hayden

November 5, 2019

**SUBJECT: Big Pasco Industrial Center Demolition of Rail  
BIDS DUE DECEMBER 6, 2019 AT 10:00 AM**

Dear Small Works Roster Roofing Contractor:

Please find enclosed the bidding documents for the Port of Pasco, Big Pasco Industrial Center Demolition of Rail project. The project involves removal of approximately 21,049 lineal feet of rail, ties and miscellaneous rail appurtenances. Areas of rail removal and at road crossings will require backfill with soil and gravel and is included in this scope of work.

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.

Respectfully,

A handwritten signature in blue ink that reads "Tracy Friesz".

Tracy Friesz  
Facilities Engineer

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 Demolition of Rail.

- Instructions:** Please submit your proposal by mail or by hand not later than **10:00 AM. PST, December 6, 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](http://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](http://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.
- Start Date and Contract Time:** Work will begin within 10 days after the execution of the contract, and require completion not to exceed 90 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 December 2, 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 Demolition of Rail. 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 separate 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. Commercial General Liability and Contractual Liability Insurance; written on an Occurrence form, and include Premises and Products/Completed Operations; Employers Liability.

Combined Single Limit per Occurrence	\$1,000,000
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General Aggregate	\$2,000,000
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- 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. Excess/Umbrella \$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 December 6, 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:
  1. 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.
- H. In accordance with RCW 39.06, a public works contractor must 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 shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria and possesses an electrical contractor license if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

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## **SPECIFICATIONS:**

### **Section 1:**

**Description of the Work:** The project involves removal of approximately 21,049 lineal feet of rail and ties, including disposal of all items. Contractor shall include hauling and installation of owner provided dirt fill at those areas of track and tie removal to existing grade as well as furnishing and installation of gravel fill at roadways. Plans are attached as Drawings G-01 through G-03, A-01 through A-06. 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.
  1. 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.

##### **1.02 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. Section includes removal of all rail ties, rail and miscellaneous items (switches, crossings, rail stops, etc.) associated with rail as shown on drawings and these specifications. All rail ties, rail, and miscellaneous items are the property of the contractor and any salvage value should be reflected in bid pricing except as provided in Section 3.05A.

#### **1.02 RELATED WORK**

- A. Coordinate the work of this section with all other sections of the project-specific Specifications and the Contract Drawings, but more specifically the following sections:

1. Division 31, Excavation

#### **1.03 FIELD CONDITIONS**

- A. Tenant will occupy buildings immediately adjacent to selective demolition area. Conduct selective demolition to minimize Tenant operation disruptions. Coordinate with tenants at least 72 hours prior to demolition work.



- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far 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**

### **2.01 PERFORMANCE REQUIREMENTS**

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

## **PART 3 – EXECUTION**

### **3.01 EXAMINATION**

- A. Verify utility locations before starting selective demolition operations.
- B. Review record documents of existing construction provided by the Port. Port does not guarantee that existing conditions are same as those indicated in record documents.
- C. 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 adjacent 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 and traffic 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 contract drawings and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Neatly remove ties and track at areas as required. Use cutting and removal methods least likely to damage construction to remain or adjoining construction.
  - 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.
  - 1. 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.

### **3.05 RAILROAD TRACK- PORT REQUIRED MATERIALS**

- A. The Port of Pasco will require contractor to put aside a set amount of rail for Port use. This will include track bars and some switches as selected by Ports Maintenance Supervisor. Port maintenance personnel will load materials and contractor will not be responsible for loading or removing of these materials.

## **END OF DIVISION 024119 – SELECTIVE DEMOLITION**

## **DIVISION 312200 – EXCAVATION**

### **PART 1 – GENERAL**

#### **1.01 SUMMARY**

- A. Section includes backfill of areas where rail, ties and miscellaneous items associated with rail were removed as shown on drawings and these specifications. Includes loading and hauling of fill material provided by owner from location off Road 36 east of Warehouse 6. Includes furnishing and installation of gravel base material at road crossings as shown on plans.

#### **1.02 RELATED WORK**

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

### **PART 2 – PRODUCTS**

#### **2.01 MATERIALS**

- A. Fill Material: The Contractor shall utilize the following materials:
  - 1. Stockpiled Fill Material at Removed Rail: Contractor shall load and haul material that has been stockpiled east of Road 36. Material shall be filled to a level to meet existing grade. Material will not be required to be compacted.

2. Gravel Fill Material at Road Crossings: Gravel borrow conforming to WSDOT Specification 9-03.14(1). Material at time of importing shall have a moisture content at or near enough to optimum to allow compaction to specified density, and shall be maintained at this level until compacted in place. Material shall be filled to a level to meet existing grade. Material shall be compacted to 90%. No testing will be required.

### **PART 3 – EXECUTION**

#### **3.01 COORDINATION**

- A. Review, coordinate and accommodate work of other Sections that interface with, affect or are affected by the work of this Section so as to facilitate the execution of the overall work of this project in a coordinated and efficient manner.

#### **3.02 PREPARATION**

- A. Protect structures, utilities, asphalt, concrete slabs, and other facilities from damage caused by fill operations.

#### **3.03 EXCAVATION**

- A. Excavate to elevations and dimensions required to accommodate the work.
- B. Compact any existing subgrade or excavated subgrade to required grade to uniformly firm and unyielding condition.

#### **3.04 FILL**

- A. Preparation: Subgrade surface over which fill will be placed shall be free of any organic matter, vegetation, topsoil, debris, unsuitable soil materials, uncompactable soil, and deleterious materials from ground surface before placing fill.
- B. Placement and Compaction: Place gravel fill material in uniform thickness loose fill layers; limit fill layer thickness to no more than the compaction equipment being utilized is capable of compacting to the specified density through the full depth of layer, but in no case shall fill layer exceed a maximum thickness of 6 inches.
  1. Compact fill layers uniformly over the entire fill area to specified density.
  2. Continuously monitor compaction effort to assure that specified density is being achieved over entire area of fill.
  3. Adjust fill layer thickness as required to achieve specified compacted density through the full depth of layer.

#### **3.05 GRADING**

- A. General: Uniformly grade areas to a smooth surface free from irregular surface changes. Comply with compaction requirements and grade to cross section, lines, and elevation indicated.
  1. Provide a smooth transition between adjacent existing grades and new grades.

#### **3.06 PROTECTION**

- A. Protect building and utility structures from damage or collapse due to operation of heavy compaction equipment in too close proximity. Use smaller lifts and hand operated compaction equipment around walls and structures where damage could occur.
- B. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Repair and/or replacement of damaged facilities shall be accomplished at the Contractor's expense.

## **END OF DIVISION 312200 – EXCAVATION**

### 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. The plan review fee will be paid for by the Port of Pasco.

### 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:** Excavated areas shall be brought to grade with clean fill dirt or sand. Fill dirt may be obtained from a Port of Pasco borrow area.

### Section 5:

**Dust Control and Water:** Contractor shall, at all times during the length of the contract, maintain proper dust control at the project site. Non-potable water is available from the Port of Pasco at no charge to the Contractor at Ports fire hydrants. Water may be taken from the nearest City of Pasco fire hydrant in accordance with City of Pasco requirements. The Contractor shall apply for and obtain a City supplied meter from the City of Pasco Water Department. Meter deposits and water use charges shall be paid by the Contractor.

### Section 6:

**Utilities:** Contractor shall be responsible to coordinate with Port of Pasco and other local utility companies for their proper location.

### Section 7:

**Security:** Contractor shall erect temporary construction fencing as determined by contractor to extent they determine necessary to secure the site during demolition operations and maintain public safety. Materials shall be stored to protect nearby properties from wind-blown debris.

### Section 8:

**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 9:

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

Section 10:

**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 Demolition of Rail

Submitted By: \_\_\_\_\_  
 (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 Demolition of Rail" according to the specifications and other descriptive documents, for the amount of (including Washington Sales Tax):

1	Base Bid-rail ties, rail, misc. items removal, gravel & fill work	LS	\$	
	WSST 8.6%	LS	\$	
Total Base Bid Incl.		(use numbers)	\$	
WSST		(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 (December 6, 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 true and correct.

---

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 co-partnership, give firm name under which business is transacted:

---

***\* 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.***



Port of Pasco  
BIDDERS'S CHECKLIST

The bidder's attention is especially called to the following forms which must be completed in full as required and submitted collectively as the bid proposal package:

- \_\_\_ 1. Proposal Form- The unit prices must be shown in the space provided. Show all unit prices in both words and figures when indicated.
- \_\_\_ 2. Bid Bond- Surety bond or Cashier's Check. The amount of the bid bond shall not be less than five percent (5%) of the total amount of the bid.
- \_\_\_ 3. Addenda- All Addenda shall be signed and included in sealed bid.
- \_\_\_ 4. Certification of Compliance with Wage Payment Status. Certification of Compliance with Wage Payment Status form shall be completed, signed and included in sealed bid.
- \_\_\_ 5. Sealed Envelope- 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 *Job Name*". Please place name of company on front of envelope as well. See bidder instructions for further information.

The following forms shall be executed and submitted within ten (10) calendar days after Notice of Award.

- \_\_\_ 1. Contract- To be executed by the successful bidder.
- \_\_\_ 2. Payment and Performance Bonds- Separate performance and payment bonds shall be completed on Standard AIA bond forms by Contractor's Surety and submitted with Contractor executed Contracts.
- \_\_\_ 3. Certificate of Insurance- Contractor shall furnish Certificate of Insurance and all applicable Endorsements naming the Port of Pasco as additional insured on its Commercial General Liability and Automobile Liability Policies per General Instructions under Insurance in bid specifications Instructions to Bidders.
- \_\_\_ 4. Construction Schedule- To be submitted by Contractor prior to scheduled Pre-Construction meeting.
- \_\_\_ 5. Schedule of Values- To be submitted by Contractor with executed Contract.
- \_\_\_ 6. List of Subcontractors- To be submitted by Contractor with executed Contract.
- \_\_\_ 7. Contractor's W-9- To be submitted by Contractor with executed Contract.

The following shall be filed prior to Notice to Proceed.

- \_\_\_ 1. Statement of Intent to Pay Prevailing Wages- To be filed immediately by the Prime Contractor after Contract is awarded and before work begins and subsequently by all those providing labor on the project.

# 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 Demolition of Rail.

### **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 90 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.

7.4 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: \_\_\_\_\_

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

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

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

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

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

Washington State Contractors License No.:

\_\_\_\_\_



## PREVAILING WAGES

# DRAWINGS

# PORT OF PASCO RAIL REMOVAL PROJECT PASCO, WA

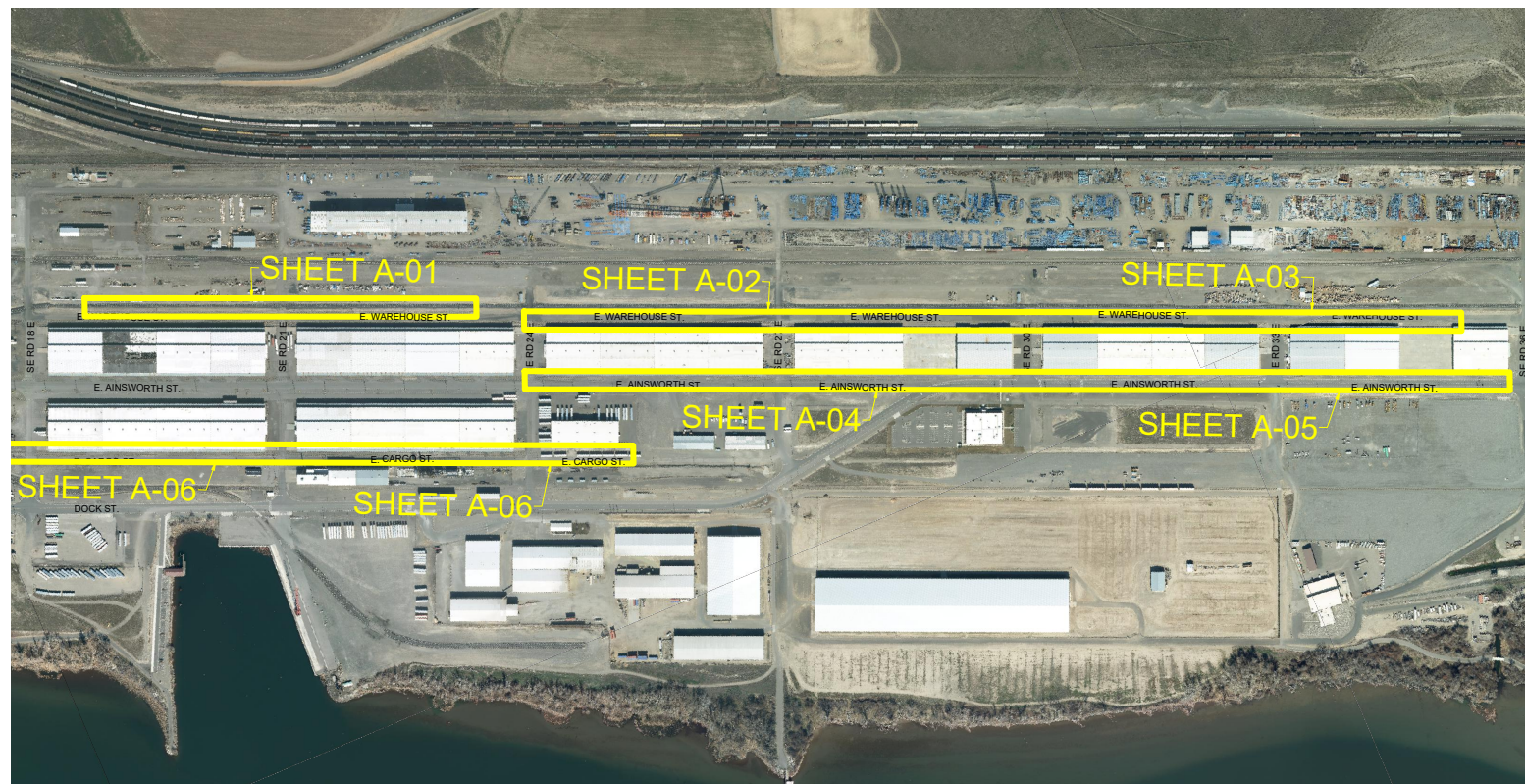
**SHEET NO. TITLE**

- G-01 PROJECT LOCATION & INDEX
- G-02 GENERAL NOTES
- G-03 LEGEND, ABBREVIATIONS, & GENERAL SYMBOLOGY
- PH-01 PHOTOGRAPHS

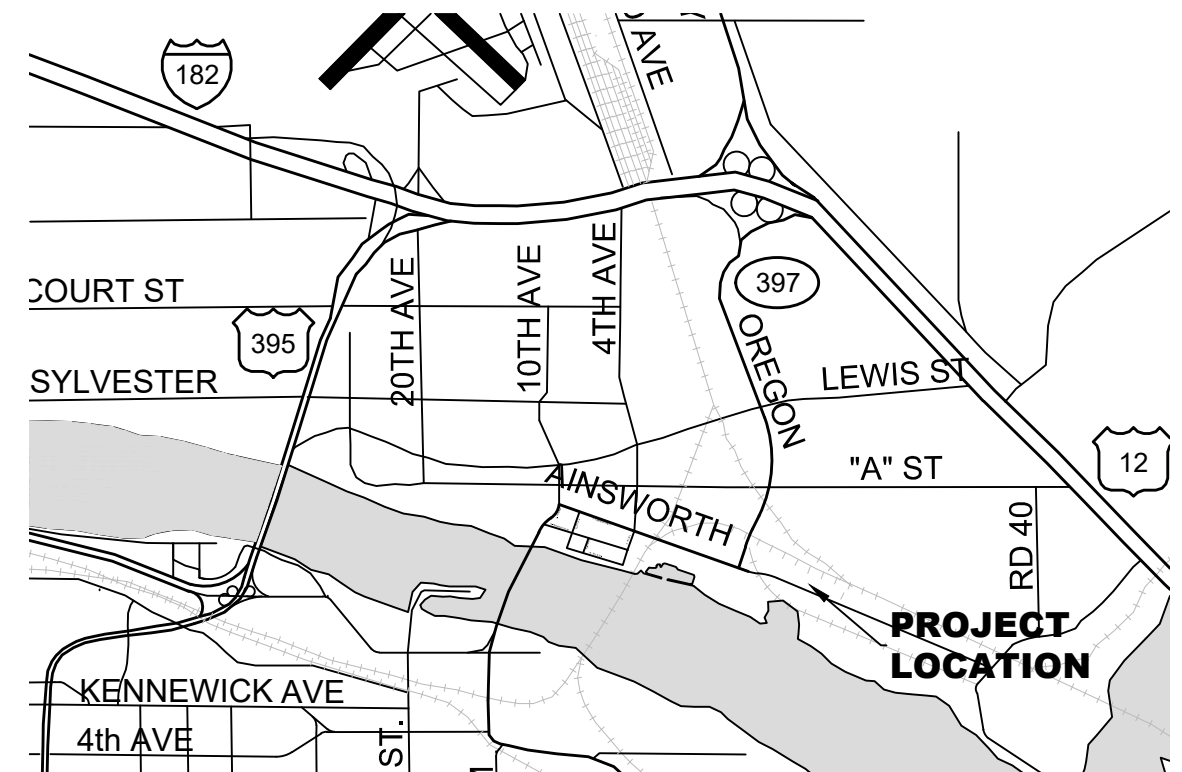
**DRAWINGS**

- A-01 SPUR TRACK
- A-02 TRACKS 411 & 416
- A-03 TRACKS 411 & 416
- A-04 TRACKS 418 & 420
- A-05 TRACKS 418 & 420
- A-06 TRACKS 451 & 452

**SHEET INDEX**



NTS



**SITE PLAN**

**PROJECT VICINITY MAP**

**PORT OF PASCO**  
1110 Osprey Pointe Blvd  
Suite 201  
Pasco, WA 99301  
P: 509.547.3378  
F: 509.547.2547  
www.portofpasco.org

PORT OF PASCO  
RAIL & TIE REMOVAL  
PASCO, WA

PROJECT LOCATION AND INDEX

APPROVAL		
DRAWN	TF	10/25/19
DESIGN		
CHECKED		
APPROVED		

No.	REVISIONS	DATE	DRWN	CHKD	DESIGN	APPD



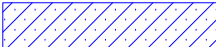
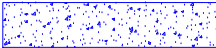







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SCALE:	NOTED
CADFILE:	19-11 G-01
JOB No.	19-11
REV.	0

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**LEGEND**

-  EXISTING TRACK TO REMAIN
-  EXISTING TRACK TO BE REMOVED
-  SOIL BACKFILL TO GRADE
-  GRAVEL BACKFILL TO GRADE
- GAS — GAS (SIZE WILL BE INDICATED ON DRAWINGS)
- OP — OVERHEAD POWER
- SS — SANITARY SEWER
- SD — STORM DRAIN
- T — TELEPHONE
- UGP — UNDERGROUND POWER
- W — WATER LINE
- FW — FIRE WATER LINE
-  EXIST. POWER POLE W/ GUY WIRE
-  EXISTING TELEPHONE RISER
-  EXISTING UTILITY POLE
-  LIGHT POLE
- TR409 INDUSTRY TRACK NUMBERS
-  WATER VALVE
-  KEYNOTES
-  EXISTING SANITARY SEWER MANHOLE

- @ AT
- APPROX. APPROXIMATELY OR APPROXIMATE
- ASPH. ASPHALT
- AVE AVENUE
- BNSF BNSF RAILWAY
- BVC BEGINNING OF VERTICAL CURVE
- CSG. CASING
- CL CENTER LINE
- C- CURVE
- CO CLEAN OUT
- CP CLEAR POINT
- CONC. CONCRETE
- CONST. CONSTRUCTION
- CSBC CRUSHED SURFACING BASE COURSE
- CSTC CRUSHED SURFACING TOP COURSE
- DIA. DIAMETER
- DGFITP DESIGN GUIDELINES FOR INDUSTRIAL TRACK PROJECTS
- DWG DRAWING
- EL. ELEVATION
- EVC END OF VERTICAL CURVE
- ELEV. ELEVATION
- (E) EXISTING
- EXIST. EXISTING
- FH FIRE HYDRANT
- GND GROUND
- HP HIGH POINT
- HT HAND THROW
- IE INVERT ELEVATION
- L LENGTH
- L.A. LINEAR FEET
- LH LEFT HAND
- LP LOW POINT
- LT. LEFT
- MH MANHOLE
- MIN. MINIMUM
- N.T.S. NOT TO SCALE
- NO. NUMBER
- O.C. ON CENTER
- OHP OVERHEAD POWER
- O/S OFFSET FROM CENTERLINE
- P.I. POINT OF HORIZONTAL INTERSECTION
- P.S.W. POINT OF SWITCH
- PP POWER POLE (UTILITY POLE)
- PVI POINT OF VERTICAL INTERSECTION
- R RADIUS
- RD ROAD
- REQ'D REQUIRED
- RH RIGHT HAND
- ROW RIGHT OF WAY
- RT RIGHT
- SSMH SANITARY MANHOLE
- STA. STATION
- T TANGENT
- T.F. TRACK FEET
- T.O. TURNOUT
- T.O.A. TOP OF ASPHALT
- T/R TOP OF RAIL
- TRK. TRACK
- TYP. TYPICAL
- VC VERTICAL CURVE
- W/ WITH
- WV WATER VALVE
- XING GRADE CROSSING

**LEGEND**

**ABBREVIATIONS**



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APPROVAL		
DRAWN	TF	10/25/19
DESIGN		
CHECKED		
APPROVED		

No.	REVISIONS	DATE	DRWN	CHKD	DESIGN	APPD

DWG. No.	G-03
SCALE: NOTED	
CADFILE: 19-11 G-03	
JOB No.	19-11
REV.	0

LEGEND, ABBREVIATIONS, AND GENERAL SYMBOLOGY



SPUR TRACK LOOKING EAST



SPUR TRACK LOOKING WEST



TRACK 411 & 416 LOOKING EAST AT WH3



TRACK 411 & 416 LOOKING WEST AT WH3



TRACK 411 & 416 LOOKING EAST AT WH4



TRACK 411 & 416 LOOKING WEST AT WH4



TRACK 411 & 416 LOOKING EAST AT WH5



TRACK 411 & 416 LOOKING WEST AT WH5



TRACK 411 & 416 LOOKING EAST AT WH6



TRACK 411 & 416 LOOKING WEST AT WH6



TRACK 418 & 420 LOOKING EAST AT WH3



TRACK 418 & 420 LOOKING WEST AT WH3



TRACK 418 & 420 LOOKING EAST AT WH4



TRACK 418 & 420 LOOKING WEST AT WH4



TRACK 418 LOOKING EAST AT WH5



TRACK 418 LOOKING WEST AT WH5



TRACK 418 LOOKING EAST AT WH6



TRACK 418 LOOKING WEST AT WH6



TRACK 451 & 452 LOOKING EAST AT WH7



TRACK 451 & 452 LOOKING WEST AT WH7



TRACK 451 & 452 LOOKING EAST AT WH8



TRACK 451 & 452 LOOKING WEST AT WH8



TRACK 451 LOOKING EAST AT T1-79



TRACK 451 LOOKING WEST AT T1-79

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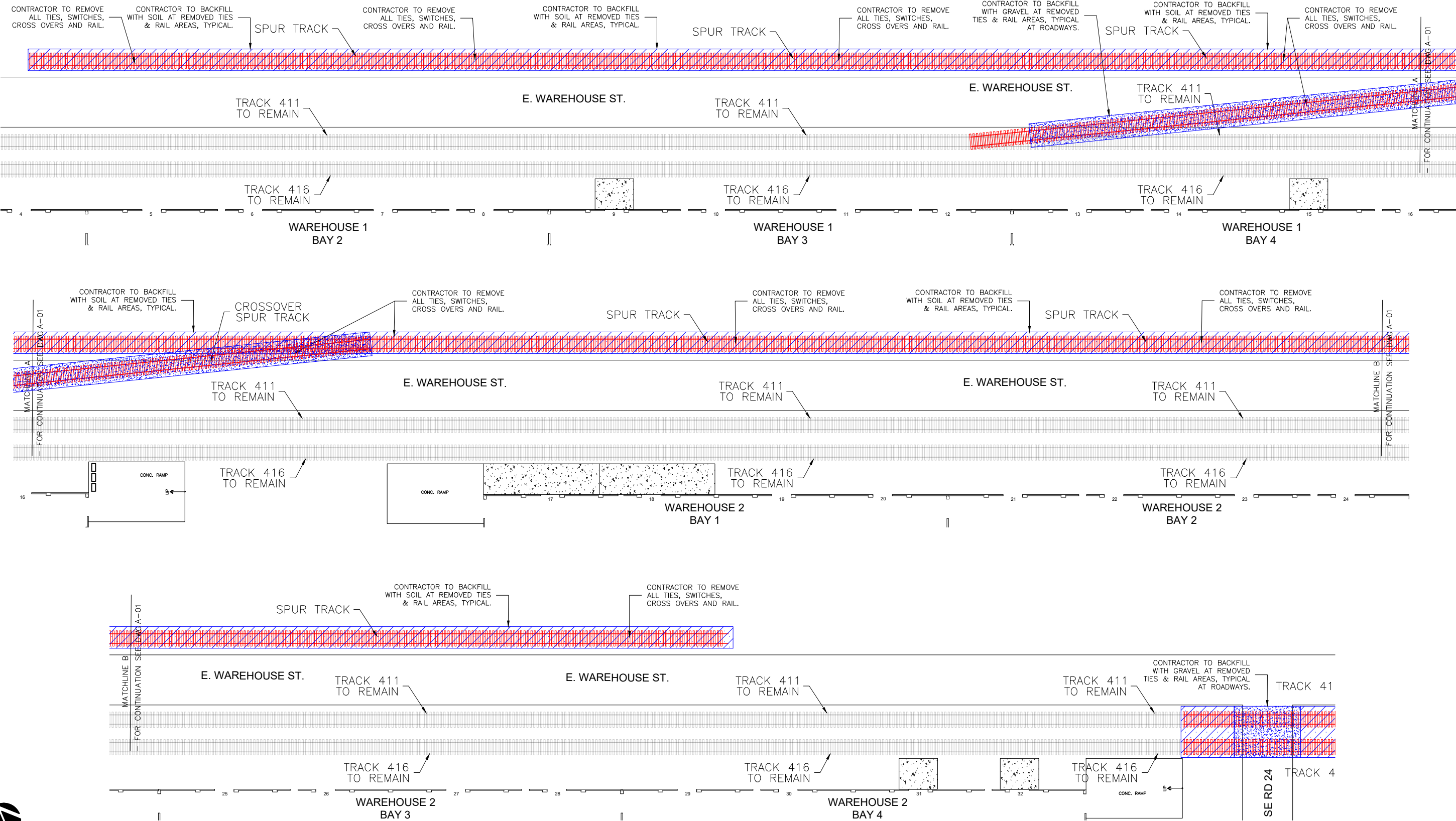
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PHOTOGRAPHS SPUR RAIL, TRACKS 411, 416, 418, 420, 451 & 452

APPROVAL		
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No.	REVISIONS	DATE	DRWN	CHKD	DESIGN	APPD

DWG. No.	PH-01
SCALE:	NOTED
CADFILE:	19-11 PH-01
JOB No.	19-11
REV.	0



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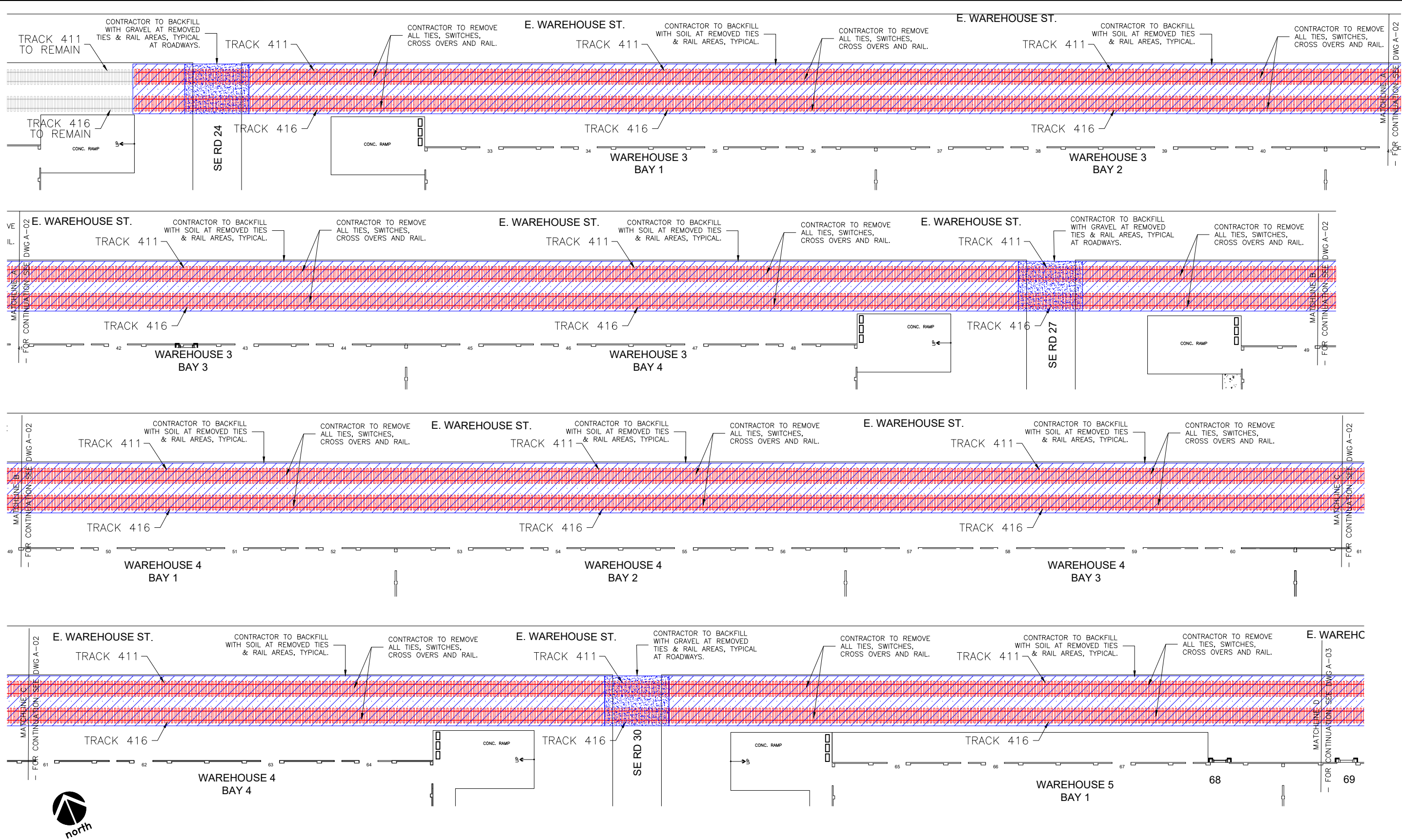
SPUR TRACK

APPROVAL		
DRAWN	TF	10/25/19
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No.	REVISIONS	DATE	DRWN	CHKD	DESIGN	APPD

DWG. No.	A-01
SCALE:	1"=50'-0"
CADFILE:	19-11 A-01
JOB No.	19-11
REV.	0

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TRACKS 411 & 416

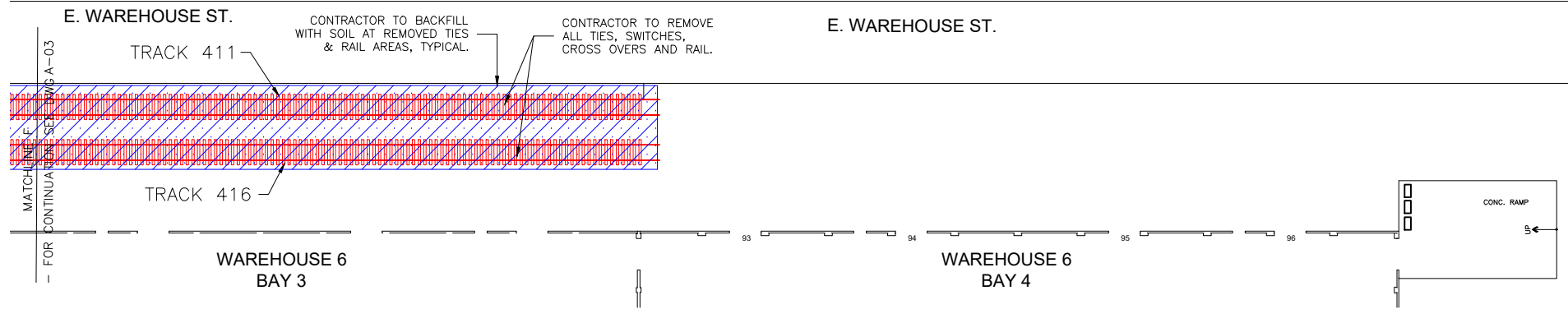
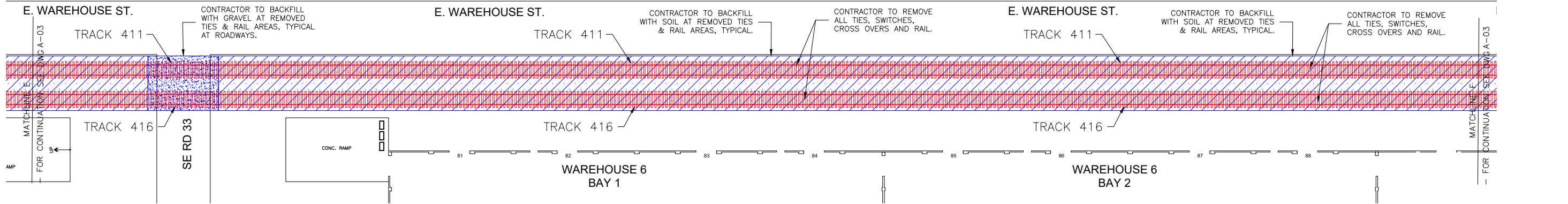
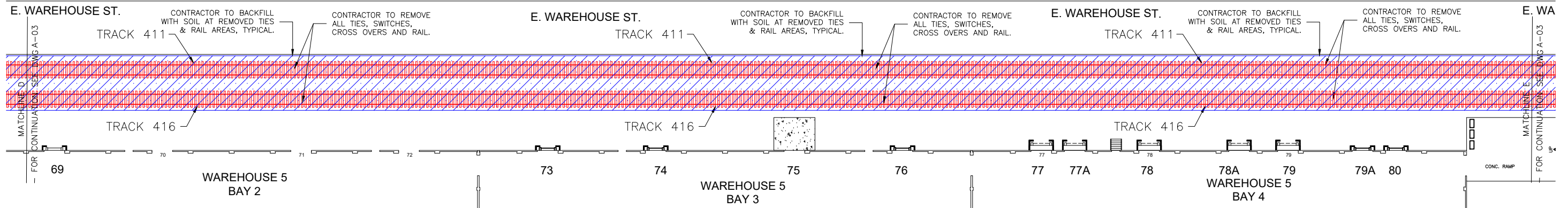
APPROVAL		
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APPROVED		

No.	REVISIONS	DATE	DRWN	CHKD	DESIGN	APPD

DWG. No.	A-02
SCALE:	1"=50'-0"
CADFILE:	19-11 A-02
JOB No.	19-11
REV.	0



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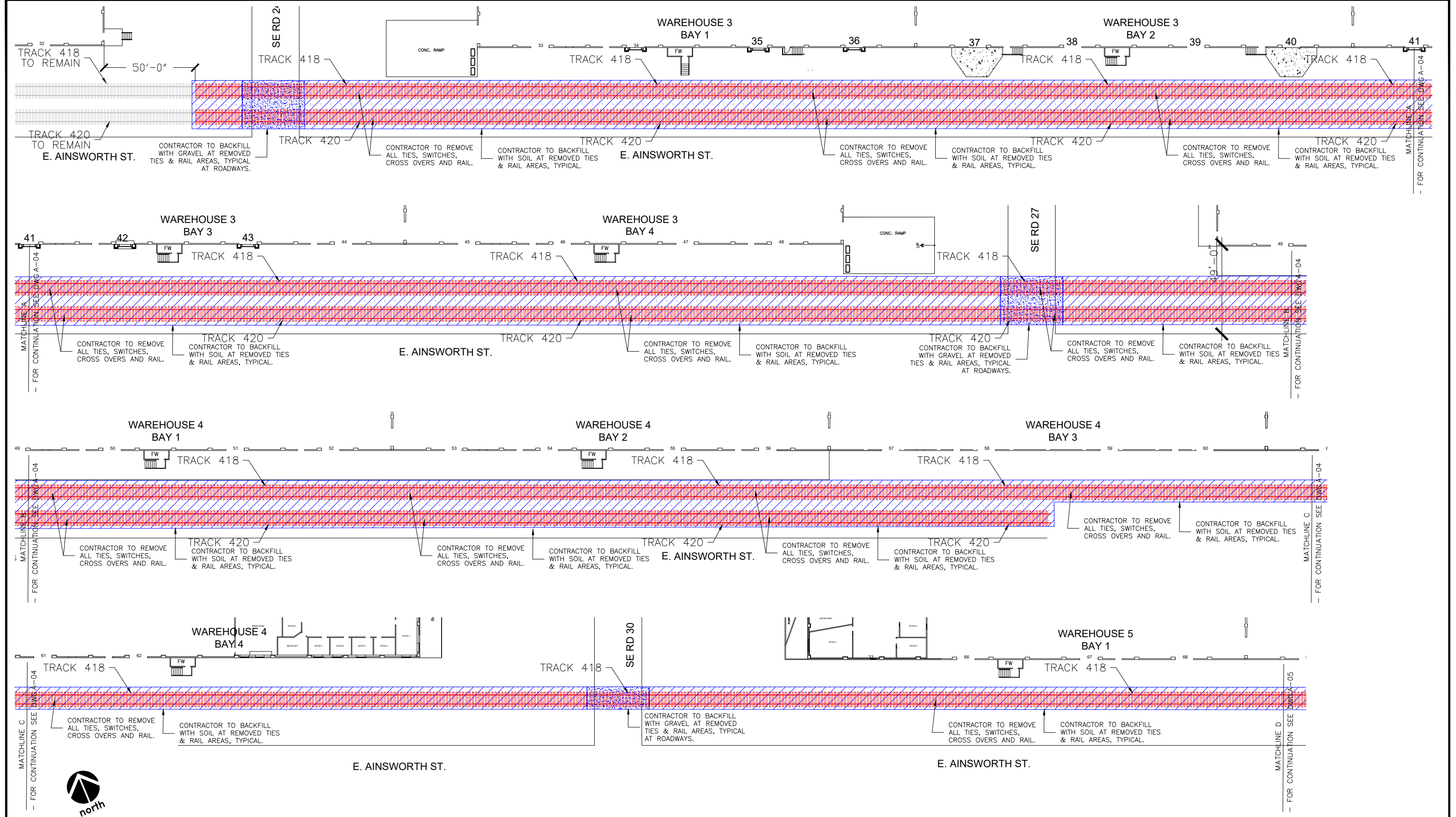
TRACKS 411 & 416

APPROVAL		
DRAWN	TF	10/25/19
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APPROVED		

No.	REVISIONS	DATE	DRWN	CHKD	DESIGN	APPD

DWG. No.  
**A-03**  
 SCALE: 1"=50'-0"  
 CADFILE: 19-11 A-03  
 JOB No.  
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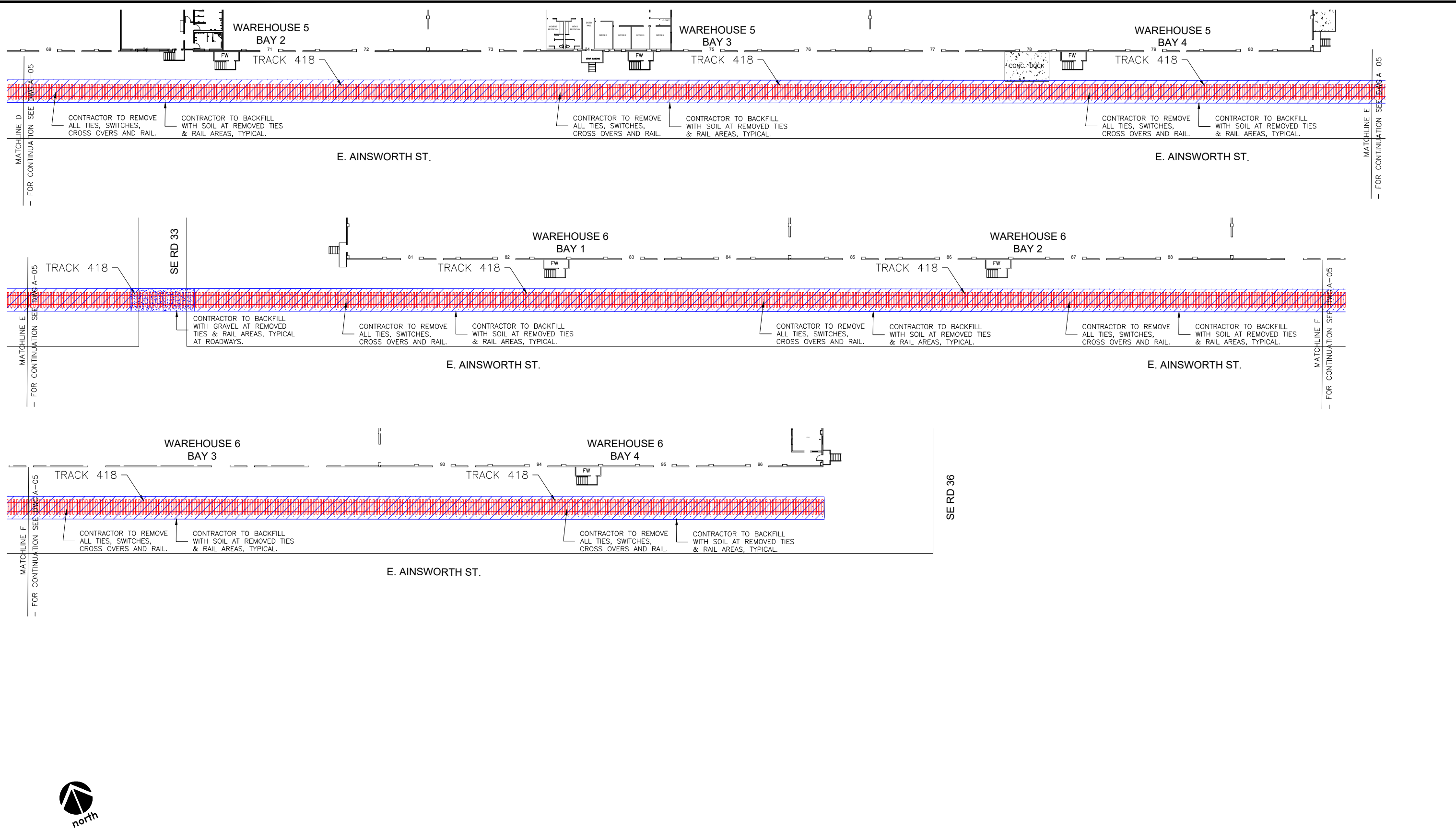
TRACKS 418 & 420

APPROVAL		
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No.	REVISIONS	DATE	DRWN	CHKD	DESIGN	APPD

DWG. No.	A-04
SCALE:	1"=50'-0"
CADFILE:	19-11 A-04
JOB No.	19-11
REV.	0

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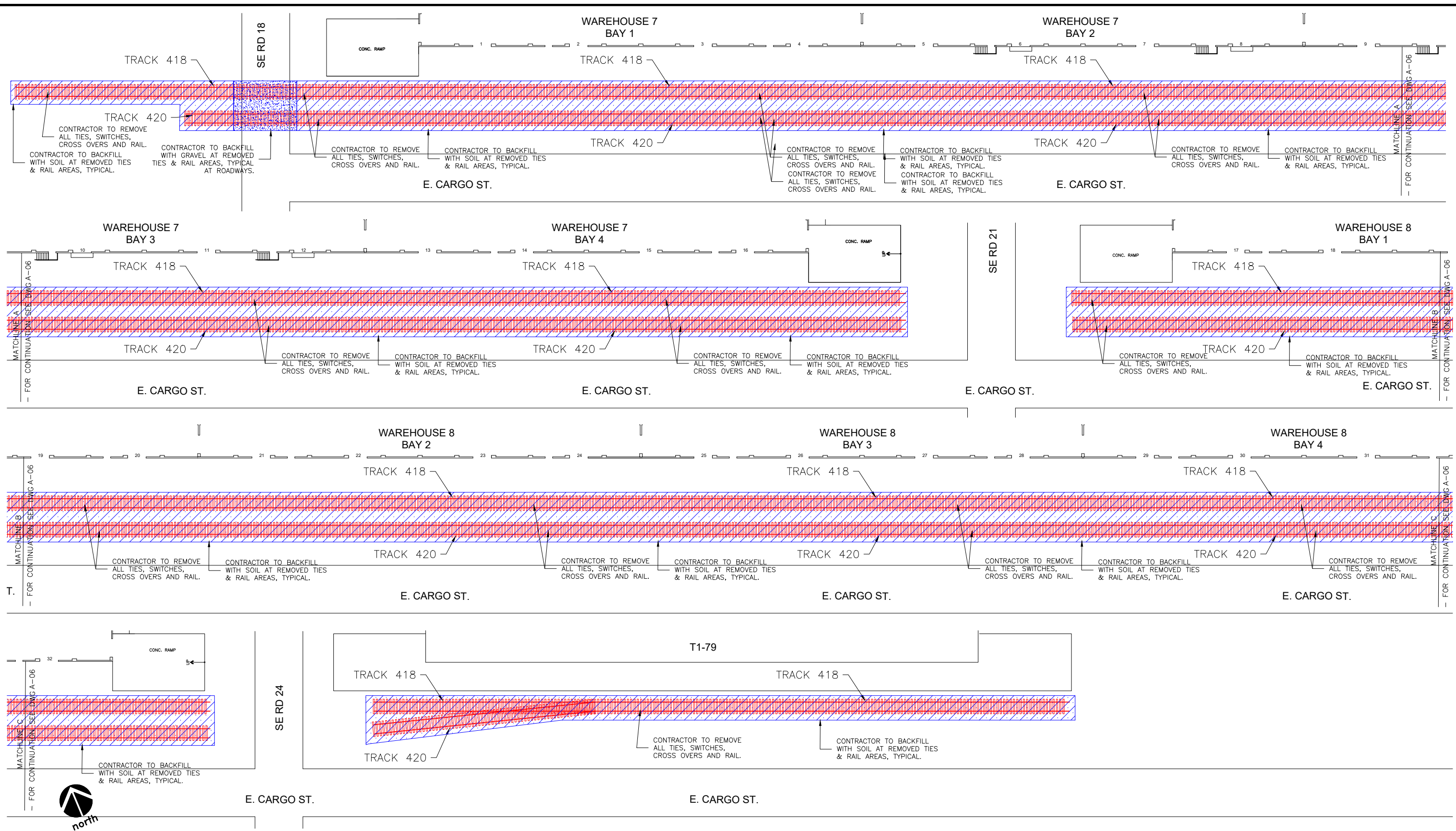
TRACKS 418 & 420

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DWG. No.	A-05
SCALE:	1"=50'-0"
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JOB No.	19-11
REV.	0

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TRACKS 451 & 452

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DWG. No.  
**A-06**

SCALE: 1"=50'-0"

CADFILE: 19-11 A-06

JOB No.	REV.
19-11	0