

NOTICE TO CONTRACTORS

KITTITAS COUNTY CONSERVATION DISTRICT ELLENSBURG, WASHINGTON

CALL FOR BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received and publicly opened and read by the Kittitas County Conservation District (hereinafter the District), 2211 W Dolarway Rd, Ste 4, Ellensburg, Washington at 4:00 P.M. (local time), Tuesday January 19, 2021 for the following:

KCCD Building and Tenant Improvements

Bid proposals submitted by mail shall be addressed to:

Kittitas County Conservation District
2211 W Dolarway Rd, Ste 4
Ellensburg, Washington 98926

All bid proposals submitted by a contractor ("Bidder") shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should successful bidder fail to enter into a contract within the time stated, the bid proposal deposit shall be forfeited to the District.

Bidding Documents are available at the District office in Ellensburg, Washington, 2211 W Dolarway Rd, Ste 4, (509) 925-3352 or on the District website at www.kccd.net.

The award of contract, if awarded, will be made to the lowest responsible bidder deemed responsive by the District, whose bid conforms to the requirements of the Contract Documents, and whose past record of performance on work of similar complexity and magnitude indicates that said bidder is qualified to carry out the obligations of the contract and to complete the work contemplated therein. Specifically, the amount of the bid, as well as the responsiveness and responsibility criteria will be reviewed. There are both required criteria and supplemental criteria established by the District. Compliance with both required and supplemental responsibility criteria may be requested in writing by the District and is due within 2 days of the bid date and time. In addition, as a condition of the award the bidder must agree to verify that all subcontractors are also in compliance with the "responsibility" criteria as specified in RCW 36.06.

As a condition of submitting a bid for the project, bidders and sub bidders, as applicable, agree to comply fully with requirements for nondiscrimination and employment of minorities per the laws of the State of Washington and other applicable State and Federal laws.

The improvement for which bids will be received is described below:

The KCCD Building Improvements Project includes modification of approximately 2,000 square feet of commercial office space to include construction of a conference room, an ADP room, and several offices.

The cost estimate for the project is \$90,000.

The State of Washington prevailing wage rates are applicable for this public works project located in Kittitas County. Bidders are responsible to verify and use the most recent prevailing wage rates. The “Effective Date” for this project is the Bid Form due date above. The applicable prevailing wage rates may be found on the Department of Labor & Industries website located at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

DATED this 4th Day of January, 2021 at Ellensburg, Washington.

Anna Lael (Original signature in file)

District Manager, Kittitas County
Conservation District

Pre-Bid Walkthrough: A MANDATORY pre bid walkthrough of at least 30 minutes at the District office (2211 W Dolarway Road, Ellensburg WA 98926) must be scheduled on or before 4:30 PM January 14, 2021 by any interested bidder. Call Anna at 925-3352 ext. 207 to schedule a time.

Publish: This solicitation for bids shall be advertised in the Ellensburg Daily Record on or about January 6, 2021 and January 12, 2021.

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BIDDING & GENERAL PROJECT DESCRIPTION

The project provides for improvements in the office building at 2211 W Dolarway Road, Ellensburg WA. The improvements include conversion of Suite 1 into a conference room and two offices; and reorganization of Suites 5 and 6 into office space with a server room compliant with tenant requested server room, private office and open work space all in accordance with the Contract Documents.

1. BID PROCEDURE

Bids will be received by the Kittitas County Conservation District at the reception desk located as follows:

**Kittitas County Conservation District
2211 W Dolarway Rd, Ste. 4
Ellensburg, WA 98926**

Bids shall be received until 4:00 PM on Tuesday, January 19, 2021. Bids will be opened and publicly read at that time.

To be eligible for consideration, sealed bids must include:

- ☐ A completed Bid Proposal Tabulation Sheet
- ☐ A bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal.
- ☐ A completed Proposal Signature Page
- ☐ Subcontractors List (if applicable) (page 21)

2. BID DEPOSIT

A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Any proposal bond shall be on a form acceptable to the District and shall be signed by the Bidder and the Surety. A proposal bond shall not be conditioned in any way to modify the minimum 5 percent required. The Surety shall: (1) be registered with the Washington State Insurance Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

The failure to furnish a Bid deposit of a minimum of 5 percent with the Bid shall make the Bid nonresponsive and shall cause the Bid to be rejected by the District.

3. CONSIDERATION OF BIDS

No orally, telephonically, electronically submitted bids or modifications to bids shall be accepted. Bids must arrive at the designated place of opening prior to bid opening time. Late bids, for whatever cause, will not be accepted.

After opening and reading Proposals, the District will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any Bid item, the price per unit will control. The total of extensions, corrected where

necessary, will be used by the District for Award purposes and to fix the amount of the Payment and Performance Bonds.

The right is reserved by the District to waive informalities in the bidding, accept a Proposal of the lowest responsible Bidder, reject any or all Bids, republish the call for Bids, revise or cancel the Work, or require the Work to be done in another way if the best interest of the District is served.

4. BASIS OF AWARD

The award of contract, if awarded, will be made to the lowest responsible bidder deemed responsive by the District, whose bid conforms to the requirements of these specifications, and whose past record of performance on work of similar complexity and magnitude indicates that said bidder is qualified to carry out the obligations of the contract and to complete the work contemplated therein. Specifically, the amount of the bid, as well as the responsiveness and responsibility criteria will be reviewed.

In addition, as a condition of the award the bidder must agree to verify that all subcontractors are also in compliance with the “responsibility” criteria as specified in RCW 36.06.

A. RESPONSIVENESS CRITERIA

A bidder’s responsiveness will be determined in part by a review of the completeness of the proposal as well as its compliance with all bid package requirements, whether or not it includes all required information, and whether or not there are any conditions noted in the bid which modify the bid proposal.

B. RESPONSIBILITY CRITERIA AND APPEALS

The responsibility of the bidder is evaluated applying required and supplemental criteria.

1) **REQUIRED CRITERIA.** Pursuant to the directives contained in RCW 39.04, proof of compliance with the following criteria must be provided by the bidder for there to be a determination that the bid is acceptable as being a “responsible” bid:

- (a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
- (b) Have a current state unified business identifier number;
- (c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;
- (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. 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; and

(g) Within the three-year period immediately preceding the date of the bid solicitation, not have been 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 to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

2) SUPPLEMENTAL CRITERIA: RCW 39.04.350(2). In addition to the mandatory bidder responsibility criteria above, the bidder must also meet the supplemental bidder responsibility criteria listed below. **Further, the apparent low bidder must submit any other documentation listed below to the District within 2 business days after the bid opening.** The District reserves the right to require such documentation from other bidders also. The qualification information provided shall be limited exclusively to the scope of work similar to this project. Do not provide information for work performed by your company for other scopes of work.

(a) Completion of Similar Projects.

1. Criteria:

a) The BIDDER shall have successfully completed at least two (2) public works projects¹ in the State of Washington, each such project to have a contract value in excess of \$5,000, since January 1, 2014.

1) "Successfully completed" when specified for Contracting means that the projects listed were satisfactorily completed with no fines levied or shutdowns instituted and did not require the Surety company or the Owner to complete the project.

2) In evaluating whether these criteria are met, the District may check references for the previous projects and may evaluate the project owner's satisfaction with the Bidder's performance, including but not limited to the following areas:

- ☐ Quality control;
- ☐ Safety record;
- ☐ Timeliness of performance;
- ☐ Use of skilled personnel;
- ☐ Availability of and use of appropriate equipment;
- ☐ Compliance with contract documents;

¹ For the purposes of these criteria, "public works projects" include projects for which state or federal prevailing wage was required, but may have been completed by an entity that is not a local, state or federal agency. This may include tribal governments (e.g. Yakama Nation) or non-governmental organizations (e.g. Kittitas Conservation Trust, Mid-Columbia Regional Fisheries Enhancement group, etc.) implementing projects funded by Bonneville Power Administration, Salmon Recovery Funding Board, Department of Ecology, etc.

☐ Management of submittals process, change orders, and close-out

b) Bidder's previous projects in the State of Washington shall include at least one office building construction or remodel type project, consisting of at least interior construction including plumbing and electrical work under permits issued by local building departments.

2. Documentation: The Bidder shall submit a list of projects meeting the criteria stated above. The information about each project shall include the following

- Quality of project and quality control
- Management of safety and safety record;
- Timeliness of performance
- Use of skilled personnel
- Management of subcontractors
- Availability and use of appropriate equipment
- Compliance with contract documents;
- Management of Schedule, submittals process, and change order and close out.

(b) Experience of Key Personnel

1. Criterion: The bidder shall provide an experienced Project Manager and Superintendent.

2. Documentation: Submit resume and references for the proposed Project Manager and Superintendent.

The proposed Project Manager shall have managed, as lead project manager, a minimum of two (2) projects of similar type, size and complexity to this project, and successfully completed those projects within the last five (5) years.

The proposed project Superintendent shall have performed as the lead Superintendent for a minimum of two (2) projects of similar type, size and complexity to this project, and successfully completed those projects within the last five (5) years.

(c) Delinquent State Taxes

1. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

2. Documentation: The Bidder shall not be listed on the Washington State Department of Revenue's as delinquent.

(d) Federal Debarment

1. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.

2. Documentation: The Bidder shall not be listed as a current debarred or suspended Bidder on the U.S. General Services Administration's "System for Award Management" website: <http://www.sam.gov/>.

(e) Apprenticeship

1. Criterion: The Bidder shall have complied with apprenticeship utilization goals on public works projects with such requirements that were completed by the Bidder within three years from the bid submittal deadline.

2. Documentation: For each public works project with an apprenticeship utilization goal that was completed by the Bidder within three years of the bid submittal date for this project, the Bidder shall submit the following:

- A list of such projects;
- The owner and contact information for the owner's representative;
- The apprenticeship utilization percentage goal for the project;
- The actual percentage of utilization by the Bidder;
- An explanation of any extenuating circumstances that contributed to the Bidder not meeting the goals.

The District may contact previous owners to validate information provided by the bidder and shall consider whether the goals were mandatory or voluntary, and the validity of any explanation of extenuating circumstances.

(f) Public Bidding Crime

1. Criterion: The Bidder shall not have been convicted of a crime involving bidding on a public works contract within five years from the bid submittal deadline. For the purpose of this criterion, "Bidder" shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.

2. Documentation: The Bidder shall sign a statement (on a form to be provided by the District) that the Bidder and owners have not been convicted of a crime involving bidding on a public works contract. The District may also use independent sources of information to demonstrate whether the Bidder is in compliance with this criterion.

(g) Subcontractor Responsibility

1. Criterion: The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.202, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.

2. Documentation: The Bidder shall submit a copy of its standard subcontract form for review by the District, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

(h) Claims Against Retainage and Bonds

1. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects during the

previous three years, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the District. For the purpose of this criterion, "Bidder" shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.

2. Documentation: The Bidder shall submit a list of the public works projects completed within the previous three years and include for each project the following information:

- The owner and contact information for the owner
- A list of claims filed against the retainage and/or payment bond for any of the projects listed;
- A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

(i) Termination for Cause

1. Criterion: The Bidder shall not have had any contract terminated for cause on a government agency project during the five-year period immediately preceding the date of Bid opening, unless there are extenuating circumstances acceptable to the District. For the purpose of this criterion, "Bidder" shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.

2. Documentation: The Bidder shall submit a written statement in a form acceptable to the District that the Bidder has not had any contract terminated for cause on a government agency project during the five year period immediately preceding the date of Bid opening. The District may also use independent sources of information that may be available to demonstrate whether the Bidder is in compliance with this criterion.

(j) Lawsuits

1. Criterion: The Bidder shall not have lawsuits with judgments entered against it within five years of the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the District. For the purpose of this criterion, "Bidder" shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.

2. Documentation: The Bidder shall submit a list of lawsuits with judgments entered against the Bidder within five years of the bid submittal date. The District may also use independent sources of information that may be available to demonstrate whether the Bidder is in compliance with this criterion.

(k) Prevailing Wages

1. Criterion: The Bidder shall not have a record of prevailing wage complaints filed against it within five years of the bid submittal date that demonstrate a pattern of failing to pay workers prevailing wages, unless there are extenuating circumstances and such circumstances are deemed acceptable to the District. For the purpose of this criterion, "Bidder" shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.

2. Documentation: The Bidder shall submit a list of prevailing wage complaints files against it within five years of the bid submittal date along with an explanation of each complaint and how it was resolved. The District shall evaluate these explanations and the resolution of each complaint to determine whether the complaints demonstrate a pattern of failing to pay workers prevailing wages. The District may also use independent sources of information that may be available to demonstrate whether the Bidder is in compliance with this criterion.

3) APPEALS

If the District determines the Bidder does not meet the bidder responsibility criteria in Section (2) above and is therefore not a responsible bidder, the District shall notify the Bidder in writing with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the District's determination by presenting additional information to the District. The District will consider the additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the District will not execute a contract with any other Bidder until two business days after the Bidder determined to be not responsible has been sent the final determination by certified mail.

5. INTERPRETATIONS

Questions regarding plans and specifications should be addressed to the Contracting Officer located at the Kittitas County Conservation District office. Questions requiring written answers (necessitating addenda) received less than forty-eight (48) hours before bids close cannot be answered. All addenda issued during the time of bidding shall be incorporated into the Contract Documents.

6. AWARD OF CONTRACT

Normally, Contract Award or Bid rejection will occur within 15 calendar days after Bid opening, however this project is dependent on the submission of a successful response to a lease solicitation and the contract award may not occur for up to 120 days. If the lowest responsible Bidder and the District agree, this deadline may be extended. If they cannot agree on an extension by the 120 calendar day deadline, the District reserves the right to Award the Contract to the next lowest responsible Bidder or reject all Bids. The District will notify the successful Bidder of the Contract Award in writing.

7. EXECUTION OF CONTRACT

Within 10 calendar days after the Award date, the successful Bidder shall return the signed District prepared Contract, an insurance certification as required by Contract Clause 9, and satisfactory bonds as required by law and Contract Clause 5.

Until the District executes a Contract, no Proposal shall bind the District nor shall any Work begin within the project limits or within District furnished sites. The Contractor shall bear all risks for any Work begun outside such areas and for any materials ordered before the Contract is executed by the District.

If the Bidder experiences circumstances beyond their control that prevents return of the Contract documents within 10 calendar days after the Award date, the District may grant up to a maximum of 10 additional calendar days for return of the documents, provided the District deems the circumstances warrant it.

8. FAILURE TO EXECUTE CONTRACT

Failure to return the insurance certification and bond with the signed Contract as required, or failure or refusal to sign the Contract shall result in forfeiture of the proposal bond or deposit of this Bidder. If this should occur, the District may then Award the Contract to the second lowest responsible Bidder or reject all remaining Bids. If the second lowest responsible Bidder fails to return the required documents as stated above within the time provided after Award, the Contract may then be Awarded successively in a like manner to the remaining lowest responsible Bidders until the above requirements are met or the remaining Proposals are rejected.

9. RETURN OF BID DEPOSIT

When Proposals have been examined and corrected as necessary, proposal bonds and deposits accompanying Proposals ineligible for further consideration will be returned. All other proposal bonds and deposits will be held until the Contract has been properly executed. When the Contract has been properly executed, all remaining deposits or bonds, except those subject to forfeiture, will be returned.

BID PROPOSAL TABULATION FORM

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

No.	Item	Unit	Unit Price	Amount	Total
General					
1.	Mobilization	LS	--	All Req'd	
Suite 1 Modifications					
2.	Demolition of existing interior walls	LS	--	All Req'd	
3.	Construction of Conference room	LS	--	All Req'd	
4.	Construction of Office Spaces	LS	--	All Req'd	
5.	Window Treatments – Conference Room	No		3	
6.	Paint - Conference Room	LS		All Req'd	
7.	Paint – Hallway, Office Spaces	LS		All Req'd	
8.	Flooring – Hallway, Office Spaces	Sq Ft		279	
9.	Flooring – Conference Room	Sq Ft		353	
Suite 3 – Breakroom and Restroom Modifications					
10.	Drinking Fountain Installation	No	1		
11.	Bathroom Modifications	LS	--		
Suite 5 & 6 Modifications					
12.	Demolition of existing interior walls	LS	--	All Req'd	
13.	Construction of Office Spaces	LS	--	All Req'd	
14.	Flooring – Hallways and Office Space	Sq Ft		946	
15.	Paint Hallways, Restroom and Office Space	LS	--	All Req'd	
16.	Window Treatments	No		5	
17.	ADP Room (Server Room) Construction	LS	--	All Req'd	
18.	Dedicated AC Unit for ADP Room	LS	--	All Req'd	
Subtotal					
Sales Tax (8.3%)					
Total					

ADDITIONAL BID ITEMS

Suites 2, 3, 4 Updates

19.	Paint	LS	--	All Req'd	
20.	Flooring	Sq Ft		1456	
Subtotal					
Sales Tax (8.3%)					
Total					

PROPOSAL-SIGNATURE PAGE

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

ENTER TOTAL BID AMOUNT HERE: \$ _____
(from last line of Bid Proposal Tabulation Sheet)

A bid proposal deposit in the amount of 5% of the total bid based on approximate estimate of quantities at above prices and in the form as indicated below, is attached hereto:

CASH ☐ IN THE AMOUNT OF _____

CASHIERS CHECK ☐ _____ DOLLARS

CERTIFIED CHECK ☐ (\$ _____) PAYABLE TO THE DISTRICT

PROPOSAL BOND ☐ IN THE AMOUNT OF 5% OF THE BID

Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all which is hereby acknowledged):

Number _____ Date: _____

Failure to acknowledge addenda shall render the bid non-responsive and shall be cause for its rejection.

Signature of Authorized Official(s)

Proposal Must be Signed

_____ →

Firm Name _____

Address _____

State of Washington Contractor's License No. _____

Federal ID No. _____

Unified Business No. _____

Note:

(1) This proposal form is not transferable and any alteration of the firm's name entered hereon will be cause for considering the proposal irregular and subsequent rejection of the bid.

(2) The Kittitas County Conservation District reserves the right to waive informalities in the bids; and reserves the right to reject all bids.

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

Of _____

as principal, _____

and the _____

a corporation duly organized under the laws of the state of _____ and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the Kittitas County Conservation District in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following construction project, to wit:

KCCD BUILDING IMPROVEMENTS

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by the Kittitas County Conservation District within a period of twenty (20) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____ day of _____,
_____.

(Principal)

(Surety)

(Attorney-in-fact)

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned persons(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration, at the date noted and at the principle place of business of the signing entity or person.

NOTICE TO ALL BIDDERS 1-800-424-9071

To report rigging activities call:

The U.S. Department of Transportation (USDOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

KITTITAS COUNTY CONSERVATION DISTRICT

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED
TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

KITTITAS COUNTY CONSERVATION DISTRICT

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER
COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT
PAGE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SUB CONTRACTOR LIST

In compliance with RCW 39.30.060 for all projects estimated to cost \$1 million or more, all Bidders must complete and submit this Subcontractors List Form:

- Submission Deadline: The completed and signed Subcontractors List must be submitted with one hour of the bids submission deadline.
- List of Subcontractors: The Bidder shall indicate on the Subcontractors List the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing as described in Chapter 18.106 RCW and, electrical as described in Chapter 19.28 RCW.
- List Bidder if Bidder Performing Work: If the Bidder will perform the work in any of the three areas required, the Bidder shall name itself for the work on the Subcontractors List.
- Name Only One Firm for Each Category of Work: The Bidder shall not list more than one firm (subcontractor or Bidder) for each category of work identified, unless subcontractors vary with bid Alternates or Additives, in which case the Bidder must indicate which firm will be used for which Alternate or Additive.
- Substitution of Subcontractors: Substitution of any listed subcontractor may only be according to the procedure and parameters set forth in the RCW 39.30.060.
- Factors Relating to Non-Responsiveness: Failure of the Bidder to submit the names of such subcontractors or to name itself to perform such work, or the naming of two or more firms (subcontractors or Bidder) to perform the same work shall render the Bidder's bid non-responsive and, therefore, void.
- Submission Requirements: The Subcontractors List must be submitted in the sealed envelope with the Bid at the time it is due or in a sealed envelope that is 1) addressed to the office specified in bid instructions and 2) showing the name of the project, the name and address of the Bidder and marked as "Subcontractors List".

Trade	Bidder must check one for each Trade. If subcontracting the work, Bidder must name the subcontractor
HVAC (Heating, Ventilation, & Air Conditioning)	<input type="checkbox"/> Name of the Subcontractor: _____ <input type="checkbox"/> Bidder will self-perform this work <input type="checkbox"/> N/A (this project does not include this work)
Plumbing	<input type="checkbox"/> Name of the Subcontractor: _____ <input type="checkbox"/> Bidder will self-perform this work <input type="checkbox"/> N/A (this project does not include this work)
Electrical	<input type="checkbox"/> Name of the Subcontractor: _____ <input type="checkbox"/> Bidder will self-perform this work <input type="checkbox"/> N/A (this project does not include this work)

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that _____ (Name of Contractor) _____ (Address of Contractor) a _____, (Corporation, Partnership or Individual) hereinafter called PRINCIPAL and _____ (Name of Surety) _____ (Address of Surety)

hereinafter called SURETY, are held and firmly bound unto KITTITAS COUNTY CONSERVATION DISTRICT, 2211 W Dolarway Rd., Ste 4, Ellensburg, Washington 98926, hereinafter called OWNER in the total aggregate penal sum of _____ Dollars (\$ _____) in lawful money of the United State, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall well truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNERS, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", whenever used in is BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

WITNESS WHEREOF, this instrument is executed in _____ counterparts, each of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

(Principal) Secretary

(SEAL)

Witness to Principal

Address

ATTEST:

Witness to Surety

Address

Address

Principal

By _____(s)

Address

By _____
Attorney-in-Fact

Address

Address

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that _____ (Name of Contractor) _____ (Address of Contractor) a _____ (Corporation, Partnership or Individual), hereinafter called PRINCIPAL and _____ (Name of Surety) _____ (Address of Surety)

hereinafter called SURETY, are held and firmly bound unto KITTITAS COUNTY CONSERVATION DISTRICT, 2211 W Dolarway Rd, Ste 4, Ellensburg, Washington 98926, hereinafter called OWNER and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for material, lubricants, oil gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, OR SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**KCCD Building Improvements
Payment Bond**

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the load Documents shall include and alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in _____ counterparts, each of which shall be deemed an original, this ____ day of _____, 20__.

ATTEST:

(Principal) Secretary

(SEAL)

Principal

By _____(s)

Witness to Principal

Address

Address

ATTEST:

By _____
Attorney-in-Fact

Witness to Surety

Address

Address

Address

Address

NOTE: Date of Bond must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

**CONSTRUCTION CONTRACT
FOR
KCCD BUILDING IMPROVEMENTS
CONTRACT # 2021-01-14-01**

THIS AGREEMENT, made and entered into this ____ day of _____, 2020,
between the CONSERVATION DISTRICT, hereinafter called the District, under and by
virtue of Title 47 RCW, as amended, and XYZ, LLC, a Washington for-profit corporation
and hereinafter called the Contractor.

Contactor Name _____
Address _____
City, State, ZIP _____
Phone _____
FAX _____
Washington State
Contractor's License No. _____
Washington State UBI No. _____
Federal Tax ID: _____

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and
made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials, and equipment for
the:

KCCD Building Improvements

in accordance with and as described in the Contract Documents which are by this
reference incorporated herein and made part hereof and, shall perform any changes
in the work in accord with the CONTRACT DOCUMENTS.

The Contractor will order materials required by the Contract Documents within 10
calendar days after the Notice to Proceed and commence the work required by the
Contract Documents within 30 calendar days after the Notice To Proceed, and will
complete the project by April 30, 2020 unless the period for completion is extended
otherwise by change order. Time is of the essence in this Contract.

The Contractor agrees to perform all of the work described in this Contract and comply with the terms therein for the sum of \$_____, including sales tax.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned herein to be furnished by other parties under separate agreements.

- II. The District hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above and herein described work and to complete and finish the same in accord with the Contract Documents and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached Contract Documents and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.
- III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.
- IV. It is further provided that no liability shall attach to the District by reason of entering into this contract, except as provided herein.

CONTRACT CLAUSES

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

A. Addendum

A written or graphic document issued to all Bidders and identified as an Addendum prior to Bid opening, which modifies or supplements the Bid Documents and becomes a part of the Contract.

B. Award

The formal decision of the District to accept the lowest responsible and responsive Bidder for the Work.

C. Bid Tabulation Form

The form provided to Bidders by the District for submittal of a Proposal or Bid to the District for a specific project. The form may include the item number, estimated plan quantity, and item description of the Bid items along with blank spaces to be completed by the Bidder for the fixed price and the total Bid amount.

D. Change Order

A Change Order is a written order signed by the District and the Contractor after execution of this agreement, indicating changes in the scope of work, the Contract Price or Contract Time, including substitutions proposed by the Contractor and accepted by the District.

E. Completion Date

Substantial Completion Date is the day the Contracting Officer determines the District has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, all the initial plantings are completed and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date is the day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date is the day all the Work specified in the Contract is completed and all the obligations of the Contractor under the Contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before on or before the Completion Date.

F. Construction Observer (CO)

The Contracting Officer also designates a Construction Observer (CO) to provide daily observation of the status of project construction, as well as facilitating necessary communication between the Engineer and TR(s) and the Contractor. The CO maintains a job diary, consisting of daily reports that document project status, and photos taken from established photo points and at the discretion of the CO. The CO has no authority to give advice, accept or reject materials, accept work or suspend work.

G. Contractor

The Contractor is the individual or firm that entered into a contractual agreement with the District for the project installation as set forth in the Contract Documents. The Contractor shall not make changes to the construction plan without District review and approval. The Contractor shall comply with all applicable permits and conduct the work in a safe manner and ensure construction is in accordance with the requirements as set forth in the Contract Documents.

H. Bond

The approved form of security furnished by the Contractor and the Contractor's Surety as required by the Contract that guarantees performance of all the Work required by the Contract and payment to anyone who provides supplies or labor for the performance of the Work.

I. Contract Documents

The Contract Documents, as itemized in Exhibit A, consist of the Agreement, the plans (drawings), technical specifications, prevailing minimum hourly wage rates, addenda, issued prior to the execution of this Agreement, the schedule of unit values, project permits, other documents listed in this Agreement and any modifications issued after execution of the Construction Contract.

J. Contracting Officer

Contracting Officer means a person with authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer. For the purposes of this contract, the Contracting Officer is Anna Lael, District Manager. The Contracting Officer is the sole person who can authorize any changes during construction that incur financial obligations or modify the Contract Documents in any way.

K. Day

The term day shall mean calendar day unless otherwise specifically defined.

L. Engineer

The Engineer is the person(s) designated by the Contracting Officer as the representative(s) who shall make observations and inspections to evaluate whether the work is being done in accordance with the Contract Documents.

M. Kittitas County Conservation District

The Kittitas County Conservation District (hereinafter referred to as the "District") is the owner and contracting agency for the project. All decisions are made by the KCCD Board of Supervisors.

N. Subcontractor

A Subcontractor is a person or entity retained by the Contractor as an independent contractor to provide the labor, materials, equipment or services necessary to complete a specific portion of the Work.

O. Technical Representative (TR)

Technical Representatives (TR) are appointed by the Contracting Officer and the Engineer. TR(s) have the authority to reject defective material and/or suspend work that is being done improperly, subject to final decision of the Engineer. TR(s) are not authorized to accept work, to accept materials, to issue instructions, or to give advice that is contrary to the Contract. Work

done or material furnished which does not meet the Contract requirements shall be at the Contractor's risk and shall not be a basis for a claim even if the TR(s) purport to change the Contract. TR(s) may advise the Contractor of any faulty work or materials or infringements of the terms of the Contract; however, failure of the Engineer or TR(s) to advise the Contractor does not constitute acceptance or approval.

P. Work

Work means the construction and services necessary or incidental to fulfill the Contractor's obligations for the project in conformance with this Agreement and the other Contract Documents. The Work may refer to the whole Project or only a part of the Project if Work is also being performed by the District or others.

2. CONTRACT WORK AND CONTRACTOR'S REPRESENTATIONS

- A. **Contract Work:** The work consists of furnishing all labor, equipment, and material for the improvements including converting existing office space to conference room, restrooms, server room, and offices, and adding a fenced parking area in the parking as further described in the following Contract Document and includes warranties.

This entire Contract Document sets forth the requirements for this installation. The project shall be constructed at the location and to the lines and grades as shown on the drawings in accordance with the local and state regulations.

B. **The Contractor makes the following representations:**

- a. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- b. The Contractor has become familiar with the site and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. The Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- d. The Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except underground facilities) that have been identified and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site that has been identified in the Special Provisions.
- e. The Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site that may affect cost, progress, or performance of the Work, or that relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- f. The Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the

Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- g. The Contractor is aware of the general nature of work to be performed by District and others at the Site that relates to the Work as indicated in the Contract Documents.
- h. The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- i. The Contractor has given the Contracting Officer written notice of all conflicts, errors, ambiguities, or discrepancies that the Contracting Officer has discovered in the Contract Documents, and the written resolution thereof by the Contracting Officer is acceptable to Contractor.
- j. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

3. ORDER OF PRECEDENCE

Any inconsistency in this contract shall be resolved by giving precedence in the following order: (a) Change Orders (b) Addenda; (c) Schedule of Unit Prices; (d) Technical Specifications; (e) Plans; (f) Contract Clauses; and (g) other documents, exhibits, and attachments.

On the contract documents, figured dimensions shall take precedence over scaled dimensions.

This order of precedence shall not apply when work is required by one part of the Contract Documents but omitted from another part or parts of the Contract Documents. The work required in one part must be furnished even if not mentioned in other parts of the Contract Documents.

4. TYPE OF CONTRACT

This contract is a FIXED PRICE contract.

The Contractor agrees to construct the project for the fixed price amount stated in the Contract.

A schedule of unit prices is included in Exhibit B. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

5. PERFORMANCE AND PAYMENT BONDS -- CONSTRUCTION

- A. Definitions. As used in this clause—Original contract price means the sum of the contract at the time it is executed. Original contract price does not include the price of any options exercised at the time of contract award.
- B. Amount of required bonds. The Contractor shall furnish performance and payment bonds to the Contracting Officer as follows:
 - (1) Performance bonds (provided). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price, which includes Washington State Sales Tax.

- (2) Payment bonds (provided). The penal amount of the payment bonds at the time of contract award shall be 100 percent of the original contract price, which includes Washington State Sales Tax.
- (3) Additional bond protection.
 - i. The District requires additional performance and payment bond protection if the contract price is increased. The increased protection will equal 100 percent of the increase in contract price, inclusive of Washington State Sales Tax.
 - ii. The District may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or obtain an additional bond.
- C. Notice of subcontractor waiver of protection (40 U.S.C. 27b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in performance of the contract.
- D. On contracts of \$35,000 or less, the District may, where 50 percent of the contract amount is retained for a period of 30 days after date of final acceptance (providing all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW have been received) dispense with the requirements of the Performance and Payment bonds, as permitted by state law.
- E. The Contractor shall provide an executed Payment and Performance Bonds for the full Contract amount, inclusive of Washington State Sales Tax. The Bonds shall:
 - 1. Be on a District-furnished form or other acceptable form;
 - 2. Be signed by an approved Surety (or Sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner; and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
 - 3. Be conditioned upon the faithful performance of the Contract by the Contractor within the prescribed time; and
 - 4. Guarantee that the Surety shall indemnify, defend, and protect the District against any claim of direct or indirect loss resulting from the failure:
 - a. Of the Contractor (or any of the employees, Subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the Contract; or
 - b. Of the Contractor (or the Subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, Subcontractors, lower tier subcontractors, materialperson, or any other person who provides supplies or provisions for carrying out the Work.

The District may require Sureties or Surety companies on the Bond to appear and qualify themselves. Whenever the District deems the Surety or Sureties to be inadequate, it may, upon written demand, require the Contractor to furnish additional Surety to cover any remaining Work. Until the added Surety is furnished, payments on the Contract will stop.

6. PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS

- A. Payment of price. The District shall pay the Contractor the contract price as provided in this contract. The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.
- B. Progress payments. The District shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting officer.
 - (1) The Contractor's request for progress payments shall include the following substantiation:
 - i. An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
 - ii. Additional supporting data in a form and detail required by the Contracting Officer.
- C. Failure to perform any of the obligations under the contract by the Contractor may be decreed by the District to be adequate reason for withholding any payments until compliance is achieved.
- D. The Contractor shall receive payment from progress payments approximately thirty (30) days after submittal of valid progress payment requests, or as determined necessary by the Contracting Officer. Notwithstanding the foregoing, Contractor acknowledges that the funds for the project are from state and federal grants that will be disbursed by the granting agency on a progress basis, and in the event the granting agency does not make any progress payment within the 30-day period, the Contracting Officer and the District shall not be in breach of this Contract provided the Contracting Officer diligently and in good faith pursues such progress payments from the granting agency.

7. INVOICE SUBMITTAL

Original to:

**Kittitas County Conservation District
2211 W Dolarway Rd., Ste 4
Ellensburg, WA 98926**

8. RETAINAGE

- A. If this contract is valued at less than \$35,000, and it meets the requirements of RCW 39.04.155(3), Limited Public Works Process, it is not subject to retainage as required by RCW Chapter 60.28.
- B. If this Contract is subject to retainage Pursuant to RCW 60.28.011, a sum of 5-percent of the monies earned by the Contractor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Title 82, RCW, and (2) the claims of any person arising under the Agreement. Monies retained under the provisions of RCW 60.28.011 (4) (a)- (b) shall, at the option of the Contractor, be:
 - 1. Retained in a fund by the District, OR
 - 2. Deposited by the District in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be

paid to the Contractor). Deposits are to be in the name of the District and are not to be allowed to be withdrawn without the District's written authorization. The District will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues. At the time the Contract is executed the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

3. The District may also, at its option, accept a bond in lieu of retainage.
- A. Release of the retainage will be within 60-days following the Completion Date (pursuant to RCW 39.12, and RCW 60.28.011 (4) provided the following conditions are met:
- a. On Contracts totaling more than \$35,000, a release has been obtained from the Washington State Department of Revenue.
 - b. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the District (RCW 39.12.040).
 - c. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
 - d. Washington State Department of Labor and Industries shows the Contractor is current with payments of industrial insurance and medical aid premiums.
 - e. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed and provided the conditions of a, b, c and d are met, the Contractor will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the District sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.

9. INSURANCE – WORK ON A DISTRICT PROJECT

The Contractor shall obtain and keep in force the following policies of insurance. The policies shall be with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.05. Unless otherwise indicated below, the policies shall be kept in force from the execution date of the Contract until the date of acceptance by the Contracting Officer.

- B. Owners and Contractors Protective (OCP) Insurance providing bodily injury and property damage liability coverage, with limits of \$1,000,000 per occurrence and per project in the aggregate for each policy period, written on Insurance Services Office (ISO) form CG0009 1204, specifying the District and all officers and employees of the District as named insured.
- C. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its equivalent, with minimum limits of \$1,000,000 per occurrence and in the aggregate for each 1-year policy period. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than \$3,000,000 per occurrence and in the aggregate. Products and completed operations coverage shall be provided for a period of 3 years following Substantial Completion of the Work.
- D. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the Work, with a combined single limit of not less than \$1,000,000 per occurrence. This

coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence, with the District named as an additional insured or designated insured in connection with the Contractor's Performance of the Contract. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Commercial Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy

- E. The Contractor shall be Named Insured and the District, its officers, and employees shall be included as Additional Insureds for all policies and coverages specified in this section, with the exception of the OCP policy. Said insurance coverage shall be primary and noncontributory insurance with respect to the insureds and the Additional Insureds. Any insurance or self-insurance beyond that specified in this Contract that is maintained by any Additional Insured shall be in excess of such insurance and shall not contribute with it. All insurance coverage required by this section shall be written and provided by "occurrence-based" policy forms rather than by "claims made" forms. All endorsements adding Additional Insureds to required policies shall be issued on (i) form CG 20 10 11 85 or a form deemed equivalent by the District, providing the Additional Insureds with all policies and coverages set forth in this section, with the exception of the OCP and Commercial Auto policies or (ii) form CA 20 48 or forms deemed equivalent by District, providing the Additional Insureds with all coverages required under the Commercial Automobile Liability.
- F. The coverage limits to be provided by the Contractor for itself and to the District and Additional Insureds pursuant to this section or any Special Provision, shall be on a "per project" aggregate basis with the minimum limits of liability as set forth herein for both general liability and products/completed operations claims. The additional insured coverage required under this section for products/completed operations claims shall remain in full force and effect for not less than 3 years following Substantial Completion of the project. If the Contractor maintains, at any time, coverage limits for itself in excess of limits set forth in this Section 1-07.18 or any Special Provision, then those additional coverage limits shall also apply to the District and the Additional Insured. This includes, but is not limited to, any coverage limits provided under any risk financing program of any description, whether such limits are primary, excess, contingent, or otherwise.
- G. All insurance policies and coverages required shall contain a waiver of subrogation against the District, the State, and any Additional Insureds, and their respective departments, agencies, boards, and commissions, and their respective officers, officials, agents, and employees for losses arising from Work performed by or on behalf of the Contractor. This waiver has been mutually negotiated by the parties.
- H. Where applicable, the Contractor shall cause each Subcontractor to provide insurance that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, in circumstances where the Subcontractor is not covered by the Contractor-provided insurance. The Contractor shall have sole responsibility for determining the limits of coverage required, if any, to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices. In the event that a Subcontractor is required to add the Contractor as an Additional Insured pursuant to its contract for Work at the Project, then the Contractor shall also cause each Subcontractor to include the District and the Additional Insureds, as Additional Insureds as well, for primary and noncontributory limits of liability under each Subcontractor's Commercial General Liability, Commercial Automobile Liability, and any other coverages that may be required pursuant to a "Special Provision".
- I. Unless specifically noted otherwise in the Contract Documents, the parties to this Contract do not intend by any of the provisions of this Contract to cause the public or any member thereof or

any other Person to be a third-party beneficiary of the Contract Documents. Nothing in this Contract authorizes anyone not a party to this Contract or a designated third-party beneficiary to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. It is the further intent of the District and the Contractor in executing the Form of Contract that no individual, firm, corporation, or any combination thereof that supplies materials, labor, services, or equipment to the Contractor for the performance of the Work shall become thereby a third-party beneficiary of this Contract. The Contract Documents shall not be construed to create a contractual relationship of any kind between the District and a Subcontractor or any other Person except the Contractor.

- J. The Owners and Contractors Protective Insurance policy shall not be subject to a deductible or contain provisions for a deductible. The Commercial General Liability policy and the Commercial Automobile Liability Insurance policy may, at the discretion of the Contractor, contain such provisions. If a deductible applies to any claim under these policies, then payment of that deductible will be the responsibility of the Contractor, notwithstanding any claim of liability against the District. However, in no event shall any provision for a deductible provide for a deductible in excess of \$50,000.00.
- K. With the exception of the Commercial Automobile liability coverage, no policies of insurance required under this section shall contain an arbitration or alternative dispute resolution clause applicable to disputes between the insurer and its insureds. Any and all disputes concerning (i) terms and scope of insurance coverage afforded by the policies required hereunder and/or (ii) extra contractual remedies and relief, which may be afforded policy holders in connection with coverage disputes, shall be resolved in Washington Superior Court, applying Washington law.
- L. Prior to Contract execution, the Contractor shall file with the Contracting Officer, ACORD Form Certificates of Insurance evidencing the minimum insurance coverages required under these Specifications. Within 30 days of being awarded a Contract, the Contractor shall provide the District with complete copies, which may be electronic copies, of all insurance policies required under this section and any Special Provisions.
- M. The Contractor shall provide written notice to the Contracting Officer of any policy cancellations within two business days of receipt of cancellation.
- N. Failure on the part of the Contractor to maintain the insurance as required, or not to provide certification and copies of the insurance prior to the time specified above, shall constitute a material breach of Contract upon which the District may, after giving 5-business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the District on demand, or at the sole discretion of the District, offset against funds due the Contractor from the District. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the unit Contract prices and no additional payment will be made.

10. MATERIAL AND WORKMANSHIP

- O. All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Engineer, is equal to that named in specifications, unless otherwise specifically provided in this contract.

The materials named in the Contract Documents are to be utilized from owners stock subject to final inspections by Contractor and Engineer.

- P. The Contractor shall obtain the Engineer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Engineer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Engineer, the contractor shall also obtain the Engineer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- Q. All work under this contract shall be performed in a skillful and workmanlike manner.

11. SUPERINTENDENCE BY THE CONTRACTOR

- A. At all times, the Contractor shall keep at the Work site a set of the Plans, Specifications, Special Provisions, and Addenda. The Contractor shall devote the attention required to make reasonable progress on the Work and shall cooperate fully with the Contracting Officer and Technical Representatives.

Either the Contractor in person or an authorized representative shall remain on site whenever the Work is underway. Before the Work begins, the Contractor shall name in writing an experienced superintendent who understands the Contract and is able to supervise the Work. This superintendent shall have full authority to represent and act for the Contractor. Any superintendent who repeatedly fails to follow the Engineer's written or oral orders, directions, instructions, or determinations, shall be subject to removal from the project. Upon the written request of the Contracting Officer, the Contractor shall immediately remove such superintendent and name a replacement in writing.

Competent supervisors experienced in the task being performed shall continuously oversee the Contract Work. At the Contracting Officer's written request, the Contractor shall immediately remove and replace any incompetent, careless, or negligent employee.

Noncompliance with the Contracting officer request to remove and replace personnel at any level shall be grounds for terminating the Contract under the terms of Section 43.

- B. The Contractor shall submit an Emergency Contact List to the Contracting Officer no later than five calendar days after the date the contract is executed. The list shall include, at a minimum, the Prime Contractor's Project Manager, or equivalent, and the Prime Contractor's Project Superintendent. The list shall identify a representative with delegated authority to act as the emergency contact on behalf of the Prime Contractor and include one or more alternates. The emergency contact shall be available upon the Contracting Officer's request at other than normal working hours. The Emergency Contact List shall include 24-hour telephone numbers for all individuals identified as emergency contacts or alternates.

12. PRECONSTRUCTION CONFERENCE

If the Contracting Officer decides to conduct a preconstruction conference, the Contractor will be notified and will be required to attend. The Contracting Officer's notification will include specific

details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

13. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

- A. The Contractor shall be required to (a) commence on the ground work under this contract on or about February 1, 2021, (b) prosecute the work diligently with particular adherence to negotiated schedule for office space sequencing requirements, and (c) complete the entire work ready for use by 6 PM (local time) March 12, 2021. The time stated for final completion shall include final cleanup of the premises.
- B. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

14. SCHEDULES FOR CONSTRUCTION CONTRACTS

- A. The Contractor shall, within five working days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.
- B. The Contractor shall enter the actual progress on the chart weekly as directed by the Contracting Officer, and upon doing so shall immediately deliver the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the District. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- C. Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be ground for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

15. INSPECTIONS

Inspections will be required periodically during construction to verify compliance with the plans and specifications.

- A. The Contractor must give the Contracting Officer, Engineer or TR timely notice of their readiness for an inspection.
- B. The Contractor will work to consolidate inspections as is practicable in order to reduce the overall number of site visits required by the Engineer or TR.

- C. The Contractor must provide all materials for testing at its own expense.
- D. Failure of the Contracting Officer, Engineer or TR to observe a deficiency does not relieve the Contractor of obligation for performance.
- E. Work covered prior to required inspections must be uncovered for inspections and then recovered at the Contractor's expense.
- F. Extra inspections required as the result of a deficiency noted by the Engineer or TR must be paid for by the Contractor.

16. ACCEPTANCE

The Contractor must perform all the obligations under the contract before a completion date and final acceptance can occur. Progress estimates or payments shall not be construed as acceptance of any work under the contract.

The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the District against any claim or loss resulting from the failure of the Contractor (or the Subcontractors or lower tier subcontractors) to pay all laborers, mechanics, Subcontractors, materialpersons, or any other person who provides labor, supplies, or provisions for carrying out the Work or for any payments required for unemployment compensation under Title 50 RCW or for industrial insurance and medical aid required under Title 51 RCW. Final acceptance shall not constitute acceptance of any unauthorized or defective work or material. The District shall not be barred from requiring the Contractor to remove, replace, repair, or dispose of any unauthorized or defective work or material or from recovering damages for any such work or material.

17. EQUITABLE ADJUSTMENTS

The equitable adjustment provided for elsewhere in the Contract shall be determined in one or more of the following ways:

- 1. If the parties are able to agree, the price will be determined by using:
 - a. Unit prices; or
 - b. Other agreed upon prices;
- 2. If the parties cannot agree, the price will be determined by the Engineer using:
 - a. Unit prices; or
 - b. Other means to establish costs.

The following limitations shall apply in determining the amount of the equitable adjustment:

- 1. The equipment rates shall be actual cost but shall not exceed the rates deemed reasonable at the time the Work is performed, and
- 2. To the extent any delay or failure of performance was concurrently caused by the District and the Contractor, the Contractor shall be entitled to a time extension for the portion of the delay or failure of performance concurrently caused, provided it make such a request pursuant to Contract Clause 18; however, the Contractor shall not be entitled to any adjustment in Contract price.
- 3. No claim for anticipated profits on deleted, terminated, or uncompleted Work will be allowed.
- 4. No claim for consequential damages of any kind will be allowed.

18. TIME EXTENSIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. A Change Order granting the time extension may provide that the Contract completion date will be extended only for those specific elements related to the changed work and that the remaining Contract completion dates for all other portions of the work will not be altered. A Change Order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

19. VARIATION IN ESTIMATED QUANTITY

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment, per Contract Clause #17, in the contract price shall be made upon demand of either party. The equitable adjustment in the contract price shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension in time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

20. DIFFERING SITE CONDITIONS

During the progress of the Work, if preexisting subsurface or latent physical conditions are encountered at the site, differing materially from those indicated in the Contract, or if preexisting unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing site conditions before they are disturbed and before the affected Work is performed.

Upon written notification, the Contracting Officer and Engineer will investigate the conditions and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Contracting Officer will notify the Contractor of his/her determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

The equitable adjustment will be by Change Order with the Contractor. However, if the parties are unable to agree, the Engineer will determine the amount of the equitable adjustment in accordance with Contract Clause 17. Extensions of time will be evaluated in accordance with Contract Clause 18.

If the Contracting Officer and Engineer determine that different site conditions do not exist and no adjustment in costs or time is warranted, such determination shall be final.

If there is a decrease in the costs or time required to perform the Work, failure of the Contractor to notify the Engineer of the differing site conditions shall not affect the District's right to make an adjustment in the costs or time.

No claim by the Contractor shall be allowed unless the Contractor has followed the procedures provided in this Contract Clauses 17, 18 and 20. No claim by the Contractor for an equitable adjustment to the Contract for differing site conditions shall be allowed if made after final payment under this Contract.

21. LAYOUT OF WORK

The Contractor shall lay out its work from District established base lines and bench marks indicated on the contract documents, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades established or indicated by the Engineer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

22. SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

- A. The Contractor shall keep on the work site a copy of the Contract Documents and shall at all times give the Contracting Officer, Engineer, or Technical Representative access thereto. Anything mentioned in the Technical Specifications and not shown on the Plans, or shown on the Plans and not mentioned in the Technical Specifications, shall be of like effect as if shown or mentioned in both. In case of difference between Plans and Technical Specifications, the Technical Specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- B. Where “as shown”, “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place,” that is “furnished and installed”.
- C. Shop drawings mean drawings, submitted to the District by the Contractor, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The District may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- D. If Contract Documents require shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor’s approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the District’s reasons therefore.

Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors and omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (E) below.

- E. If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate Change Order, except that, if the variation is minor or does not involve a change in price or in time of performance, a Change Order need not be issued.
- F. The Contractor shall submit to the Contracting Officer for approval three copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Two sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

23. WARRANTY OF CONSTRUCTION

- A. In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (I) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- B. This warranty shall continue for a minimum period of 1 years from the date of final acceptance of the work. This warranty may be modified by the Technical Specifications or Special Conditions.
- C. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to real or personal property, when that damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defect of equipment, material, workmanship, or design furnished.
- D. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired will run for a minimum of 1 year from the date of repair or replacement.
- E. The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- F. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the District shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- G. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed, in writing, for the benefit of the District, if directed by the Contracting Officer; and

- (3) Enforce all warranties for the benefit of the District, if directed by the Contracting Officer.
- H. In the event the Contractor's warranty under paragraph (B) of this clause has expired, the District may bring suit at its expense to enforce a subcontractor's, manufacturers, or supplier's warranty.
- I. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the District nor for the repair of any damage that results from any defect in District furnished material or design.
- J. This warranty shall not limit the District's rights under the Inspection and Acceptance clauses of the contract with respect to latent defects, gross mistakes, or fraud.

24. OTHER CONTRACTS

The District may undertake or award other contracts for additional work at or near the site of the work under this contract. The contractor shall fully cooperate with the other contractors and with District employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.

25. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

- A. **Public/Private Property:** The Contractor shall not use District owned or controlled property other than that directly affected by the Contract Work without the approval of the Contracting Officer. If the Contracting Officer grants such approval, the Contractor shall then vacate the area when ordered to do so by the Contracting Officer. Approval to temporarily use the property shall not create any entitlement to further use or to compensation for any conditions or requirements imposed.

The Contractor shall protect private or public property on or in the vicinity of the Work site. The Contractor shall ensure that it is not removed, damaged, destroyed, or prevented from being used unless the Contract so specifies.

Property includes land, utilities, trees, landscaping, improvements legally on the right of way, markers, monuments, buildings, Structures, pipe, conduit, sewer or water lines, signs, and other property of all description whether shown on the Plans or not.

If the Engineer orders, or if otherwise necessary, the Contractor shall install protection, acceptable to the Engineer, for property such as that listed in the previous paragraph. The Contractor is responsible for locating and protecting all property that is subject to damage by the construction operation.

If the Contractor (or agents/employees of the Contractor) damage, destroy, or interfere with the use of such property, the Contractor shall restore it to original condition. The Contractor shall also halt any interference with the property's use. If the Contractor refuses or does not respond immediately, the Engineer may have such property restored by other means and subtract the cost from money that will be or is due the Contractor.

- B. **Utilities and Similar Facilities:** The Contractor shall protect all private and public utilities from damage resulting from the Work. Among others, these utilities include: telephone, telegraph, and

power lines; pipelines, sewer and water lines; railroad tracks and equipment; and highway lighting and signing systems, and intelligent transportation systems (ITS). All costs required to protect public and private utilities shall be at the Contractor's expense, except as provided otherwise in this section.

RCW 19.122 relates to underground utilities. In accordance with this RCW, the Contractor shall call the One-Number Locator Service for field location of utilities. If no locator service is available for the area, notice shall be provided individually to those owners of utilities known to, or suspected of, having underground facilities within the area of the proposed excavation.

26. CLEANING UP

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the District. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

27. EASEMENTS AND ACCESS

The Contractor shall secure any temporary construction access and staging areas easements that may be necessary in addition to those permanent and temporary easements already secured and described herein.

28. PERMITS

The District has obtained, or will be responsible for timely procurement of, those project permits that are identified herein as applicable for the construction and/or operation of the project facility. These documents are attached and incorporated herein and Contractor acknowledges receipt and review thereof. The Contractor shall work with the District to obtain any necessary modifications to existing permits.

The Contractor shall obtain any permits that may become necessary in addition to those described herein and as are necessitated by approved work differing from that for which the original project permits were obtained. The Contractor shall provide copies of any additional permits obtained.

The Contractor shall notify the District at least 48 hours prior to the start of activities on any and all portions of the project in order to provide proper notice to the permitting agencies.

The Contractor shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, runoff, or other related items during the construction of the project. The Contractor shall also bear sole responsibility for any pollution of rivers, streams, ground water, or other waters that may occur as a result of construction operations.

29. CHANGE ORDER – PRICE BREAKDOWN

- A. The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a Change Order, not otherwise subject to Contract Clauses 17, 18, 19, and 20.
- B. The price breakdown –
 - (1) Must include sufficient detail to permit an analysis of profit, and of all costs for –
 - a. Material;

- b. Labor;
 - c. Equipment;
 - d. Subcontracts;
 - e. Overhead;
 - f. Sales tax; and
- (2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.
- C. The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.
- D. The Contractor's proposal shall include a justification for any time extension proposed.
- E. Change Orders are not approved unless signed by the Contracting Officer.

30. TIMELY PERFORMANCE AND LIQUIDATED DAMAGES

Time is of the essence for this project and this agreement. At the District's request, prior to commencement of the Work, Contractor shall prepare and submit to the District a schedule for the Work conforming with the specified dates for commencement and substantial completion, indicating all important milestones and configured in a bar chart or CPM format, as required by the District. Once approved by the District, Contractor shall strictly adhere to such schedule. Contractor shall be liable to the District for any costs, expenses or damages arising from delays in performance or completion of the Work for which Contractor was responsible.

The timely completion of this work is essential to the District. The District will incur serious and substantial special, incidental and consequential damages if the Work is not completed within the Contract Time. Because the actual damages are difficult to ascertain, the parties agree that Contractor shall pay the District (not as a penalty but as liquidated damages to compensate for the delay damages it is reasonably estimated that the District would incur) the amount of \$750 per day for each additional day beyond the Contract Time that Completion of the Work is delayed for which Contractor bears responsibility. Assessment of liquidated damages does not replace or preclude recovery by the District of other actual damages due to a failure of performance by Contractor.

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

31. WORKER/WORKPLACE SAFETY

- A. **Worker Safety-** The Contractor shall be responsible for the safety of all workers and shall comply with all appropriate state safety and health standards, codes, rules, and regulations, including, but not limited to, those promulgated under the Washington Industry Safety and Health Act [RCW 49.17](#) (WISHA) and as set forth in [Title 296 WAC](#) (Department of Labor and Industries). The Contractor shall likewise be obligated to comply with all federal safety and health standards, codes, rules, and regulations that may be applicable to the Contract Work.

U.S. Mine Safety and Health Administration rules apply when the project includes pit or quarry operations. Among other actions, these regulations require the Contractor to notify the nearest Mine Safety and Health sub district office (1) of the project before it begins, (2) of the starting date, and (3) of the Completion Date.

Without usurping the authority of other agencies, the District will cooperate with them in their efforts to enforce legal requirements. Upon awareness of a violation of a legal requirement, the

Engineer and/or Contracting Officer will notify the Contractor in an effort to achieve compliance. The Engineer and/or Contracting Officer may also notify the agency responsible for enforcement if it is deemed that action is necessary to achieve compliance with legal requirements. The Engineer and/or Contracting Officer will also assist the enforcement agency to obtain Contractor compliance to the extent such assistance is consistent with the provisions of the Contract.

- B. **Public Safety** - The Contractor shall be responsible for providing adequate safeguards, safety devices, protective equipment, and any other needed actions to protect the life, health, and safety of the public, and to protect property in connection with the performance of the Work covered by the Contract. The Contractor shall perform any measures or actions the District may deem necessary to protect the public and property. The responsibility and expense to provide this protection shall be the Contractor's except that which is to be furnished by the District as specified in other sections of the Contract Documents. Nothing contained in this Contract is intended to create any third-party beneficiary rights in favor of the public or any individual utilizing the facilities being constructed or improved under this Contract.

32. TEMPORARY FACILITIES

The Contractor shall provide all sanitary facilities, power, telephone, job office, and any other temporary facilities required to do the job.

33. HOURS OF WORK

The working hours for this project shall be between 7:00 am and 5:00 pm., Monday through Friday, exclusive of state and federal holidays. Working hours shall be considered hours where any of the following are occurring: Contractor's workers are present; equipment is fueled, repaired, or running; materials and supplies are being delivered. Any exceptions to this requirement must be agreed to in writing by the parties to this agreement.

35. ARCHAEOLOGICAL OR HISTORICAL OBJECTS

Archaeological or historical objects, such as ruins, sites, buildings, artifacts, fossils, or other objects of antiquity that may have significance from a historical or scientific standpoint, which may be encountered by the Contractor, shall not be further disturbed. The Contractor shall immediately notify the Contracting Officer of any such finds. Contractor shall comply with all archeological and historical object permit conditions which may be more detailed and/or restrictive.

The Contracting Officer will determine if the material is to be salvaged. The Contractor may be required to stop Work in the vicinity of the discovery until such determination is made. The Contracting Officer may require the Contractor to suspend Work in the vicinity of the discovery until salvage is accomplished.

If human skeletal remains are encountered by the Contractor, they shall not be further disturbed. The Contractor shall immediately notify the Contracting Officer of any such finds, and shall cease all work adjacent to the discovery, in an area adequate to provide for the total security and protection of the integrity of the skeletal remains. The Contracting Officer may require the Contractor to suspend Work in the vicinity of the discovery until final determinations are made and removal of the skeletal remains is completed.

If the Contracting Officer finds that the suspension of Work in the vicinity of the discovery increases or decreases the cost or time required for performance of any part of the Work under this Contract, the Contracting Officer will make an adjustment in payment or the time required for the performance of the Work in accordance with Contract Clauses #17 and #18.

36. WAGES

- A. **General Requirements-** This Contract is subject to the minimum wage requirements of RCW 39.12 and to RCW 49.28 (as amended or supplemented). On Federally funded projects, Federal wage laws and rules also apply. The hourly minimum rates for wages and fringe benefits are listed in the Contract Provisions. When Federal wage and fringe benefit rates are listed, the rates match those identified by the U.S. Department of Labor's "Decision Number" shown in Attachment C.

The Contractor, any Subcontractor, and all individuals or firms required by RCW 39.12, WAC 296-127, or the Federal Davis-Bacon and Related Acts (DBRA) to pay minimum prevailing wages, shall not pay any worker less than the minimum hourly wage rates and fringe benefits required by RCW 39.12 or the DBRA. Higher wages and benefits may be paid.

By including the hourly minimum rates for wages and fringe benefits in the Contract Provisions, the District does not imply that the Contractor will find labor available at those rates. The Contractor shall be responsible for any amounts above the minimums that will actually have to be paid. The Contractor shall bear the cost of paying wages above those shown in the Contract Provisions.

When the project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate unless the State rates are specifically preempted by Federal law. When the project involves highway Work, heavy Work, and building Work, the Contract Provisions may list a Federal wage and fringe benefit rate for the highway Work, and a separate Federal wage and fringe benefit rate for both heavy Work and building Work. The area in which the worker is physically employed shall determine which Federal wage and fringe benefit rate shall be used to compare against the State wage and fringe benefit rate.

If employing labor in a class not listed in the Contract Provisions on state funded projects only, the Contractor shall request a determination of the correct wage and benefits rate for that class and locality from the Industrial Statistician, Washington State Department of Labor and Industries (State L&I), and provide a copy of those determinations to the Contracting Officer.

If employing labor in a class not listed in the Contract Provisions on federally funded projects, the Contractor shall request a determination of the correct wage and benefit for that class and locality from the U.S. Secretary of Labor through the Contracting Officer. Generally, the Contractor initiates the request by preparing standard form 1444 Request for Authorization of Additional Classification and Rate, available at www.wdol.gov/docs/sf1444.pdf, and submitting it to the Contracting Officer for further action.

The Contractor shall ensure that any firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of RCW 39.12 because of the definition "Contractor" in WAC 296-127-010, complies with all the requirements of RCW 39.12.

The Contractor shall be responsible for compliance with the requirements of the DBRA and RCW 39.12 by all firms (Subcontractors, lower tier subcontractors, Suppliers, Manufacturers, or Fabricators) engaged in any part of the Work necessary to complete this Contract. Therefore, should a violation of this Subsection occur by any firm that is providing Work or materials for completion of this Contract whether directly or indirectly responsible to the Contractor, the District will take action against the Contractor, as provided by the provisions of the Contract, to achieve compliance, including but not limited to, withholding payment on the Contract until compliance is achieved.

In the event the District has an error (omissions are not errors) in the listing of the hourly minimum rates for wages and fringe benefits in the Contract Provisions, the Contractor, any Subcontractor, any lower tier subcontractor, or any other firm that is required to pay prevailing wages, shall be required to pay the rates as determined to be correct by State L&I (or by the U.S. Department of Labor when that agency sets the rates). A change order will be prepared to ensure that this occurs. The District will reimburse the Contractor for the actual cost to pay the difference between the correct rates and the rates included in the Contract Provisions, subject to the following conditions:

- (1) The affected firm relied upon the rates included in the Contract Provisions to prepare its Bid and certifies that it did so;
- (2) The allowable amount of reimbursement will be the difference between the rates listed and rates later determined to be correct plus only appropriate payroll markup the employer must pay, such as, social security and other payments the employer must make to the Federal or State Government;
- (3) The allowable amount of reimbursement may also include some overhead cost, such as, the cost for bond, insurance, and making supplemental payrolls and new checks to the employees because of underpayment for previously performed Work; and
- (4) Profit will not be an allowable markup.

Firms that anticipated, when they prepared their Bids, paying a rate equal to, or higher than, the correct rate as finally determined will not be eligible for reimbursement.

B. Posting Notices - Notices and posters shall be placed in areas readily accessible to read by employees. The Contractor shall ensure the following are posted:

1. EEOC - P/E-1(revised 11/09, supplemented 09/15) – **Equal Employment Opportunity IS THE LAW** published by US Department of Labor. Post for projects with federal-aid funding.
2. WH 1321 (revised 04/09) – **Employee Rights Under the Davis-Bacon Act** published by US Department of Labor. Post for projects with federal-aid funding.
3. WHD 1088 (revised 07/09) – **Employee Rights Under the Fair Labor Standards Act** published by US Department of Labor. Post on all projects.
4. WHD 1420 (revised 02/13) – **Employee Rights and Responsibilities Under The Family And Medical Leave Act** published by US Department of Labor. Post on all projects.
5. WHD 1462 (revised 01/16) – **Employee Polygraph Protection Act** published by US Department of Labor. Post on all projects.
6. F416-081-909 (revised 09/15) – **Job Safety and Health Law** published by Washington State Department of Labor and Industries. Post on all projects.
7. F242-191-909 (revised 12/12) – **Notice To Employees** published by Washington State Department of Labor and Industries. Post on all projects.
8. F700-074-909 (revised 06/13) – **Your Rights as a Worker in Washington State** by Washington State Department of Labor and Industries (L&I). Post on all projects.
9. EMS 9874 (revised 10/15) – **Unemployment Benefits** published by Washington State Employment Security Department. Post on all projects.

10. Post one copy of the approved “Statement of Intent to Pay Prevailing Wages” for the Contractor, each Subcontractor, each lower tier subcontractor, and any other firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of RCW 39.12 because of the definition of “Contractor” in WAC 296-127-010.

11. Post one copy of the prevailing wage rates for the project.

C. **Required Documents** - On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Contracting Officer the following for itself and for each firm covered under [RCW 39.12](#) that provided Work and materials for the Contract:

- (1) A copy of an approved “Statement of Intent to Pay Prevailing Wages” State L&I’s form number F700-029-000. The District will make no payment under this Contract for the Work performed until this statement has been approved by State L&I and a copy of the approved form has been submitted to the Contracting Officer.
- (2) A copy of an approved “Affidavit of Prevailing Wages Paid”, State L&I’s form number F700-007-000. The District will not release to the Contractor any funds retained under RCW 60.28.011 until all of the “Affidavit of Prevailing Wages Paid” forms have been approved by State L&I and a copy of all the approved forms have been submitted to the Contracting Officer.

The Contractor shall be responsible for requesting these forms from State L&I and for paying any approval fees required by State L&I.

Certified payrolls are required to be submitted by the Contractor to the Contracting Officer, for the Contractor and all Subcontractors or lower tier subcontractors, on all Federally funded projects and, when requested in writing by the Contracting Officer, on projects funded with only State funds. If these payrolls are not supplied within 10 calendar days of the end of the preceding weekly payroll period for Federally funded projects or within 10 calendar days from the date of the written request on projects with only State funds, any or all payments may be withheld until compliance is achieved. Also, failure to provide these payrolls could result in other sanctions as provided by State laws ([RCW 39.12.050](#)) and/or Federal regulations (29 CFR 5.12). All certified payrolls shall be complete and explicit. Employee labor descriptions used on certified payrolls shall coincide exactly with the labor descriptions listed on the minimum wage schedule in the Contract unless the Contracting Officer approves an alternate method to identify the labor used by the Contractor to compare with the labor listed in the Contract Provisions. When an apprentice is shown on the certified payroll at a rate less than the minimum prevailing journey wage rate, the apprenticeship registration number for that employee from the State Apprenticeship and Training Council shall be shown along with the correct employee classification code.

D. **Audits** - The Contractor’s wage, payroll, and cost records on this Contract shall be open to inspection or audit by representatives of the District during the life of the Contract and for a period of not less than 6 years after the date of final acceptance of the Contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that the wage, payroll, and cost records of all Subcontractors and all lower tier Subcontractors shall be retained and open to similar inspection or audit for the same period of time. The audit may be performed by employees of the District or by an auditor under contract with the District. The Contractor, Subcontractors, or lower tier subcontractors shall provide adequate facilities, acceptable to the Contracting Officer, for the audit during normal business hours. The Contractor, Subcontractors, or lower tier subcontractors shall make a good faith effort to cooperate with the auditors. If an audit is to be commenced more than 60 calendar days after the final acceptance date of the

Contract, the Contractor will be given 20 calendar days notice of the time when the audit is to begin. If any litigation, claim, or audit arising out of, in connection with, or related to this Contract is initiated, the wage, payroll, and cost records shall be retained until such litigation, claim, or audit involving the records is completed.

37. CONTRACTOR'S CONTINUING AGREEMENT TO VERIFY FULFILLMENT OF "RESPONSIBILITY" CRITERIA BY CONTRACTOR AND SUBCONTRACTORS

At the time of execution of this contract, Contractor was required, pursuant to the directives contained in RCW 39.04, to provide proof of compliance with the following criteria:

- (a) the Contractor must have a certificate of registration in compliance with Chapter 18.27 RCW;
- (b) the Contractor must have a current state Unified Business Number;
- (c) the Contractor must have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51, RCW, an Employment Security Department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW, unless proof is provided that these items are not required of the bidder, and
- (d) the Contractor must not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

Contractor agrees to notify the District upon any change in status relating to the above noted criteria and provide proof of continuing fulfillment upon demand during the performance of this contract.

Contractor further agrees and acknowledges that it will verify subcontractor fulfillment of statutorily required "responsibility" criteria at all times during the performance of the contract. At the time of execution of all subcontracts, written proof of verification of fulfillment of the following "responsibility" criteria shall be required by Contractor who agrees to provide copies to the District before the next scheduled disbursement of funds.

As noted by chapter 36.06 RCW, this verification requirement must be included in all public works contracts and subcontracts and Contractor agrees to include the required verification notice in all subcontracts. Contractor shall require all subcontractors to provide proof and verify the following:

- (a) that the subcontractor has a certificate of registration in compliance with Chapter 18.27 RCW;
- (b) that the subcontractor has a current state Unified Business Number;
- (c) that the subcontractor has industrial insurance coverage for the subcontractor's employees working in Washington as required in Title 51, RCW, an Employment Security Department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW, unless proof is provided that these items are not otherwise required of the subcontractor;
- (d) that the subcontractor is not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3); and in addition
- (e) that the subcontractor has an electrical contractor license, if required by Chapter 19.28 RCW, or an elevator contractor license, if required by Chapter 70.87 RCW.

38. SUSPENSION AND DEBARMENT

The Contractor hereby certifies, warrants, and represents that neither the Contractor nor any of its subcontractors are presently under any debarment, suspension, or any other type of ineligibility to contract with the United States Department of Energy, United States Department of Commerce or with any other federal department, division, or agency as of the date of this Contract; and further, the Contractor agrees to immediately notify the District, in writing, of any change in its eligibility status, or, if known, in the status of any subcontractor, which occurs during the term of the Contract.

39. CHANGES AND MODIFICATIONS

The District may, at any time, by written notification to the Contractor, make changes in the general scope of the services to be performed under this Contract. If any such changes cause an increase or decrease in the cost of, or the time required for the performance of this Contract, an equitable adjustment may be made in the contract price or period of performance, or both, and the Contract shall be modified by Change Order per Contract Clause 29. This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

40. ADVANCE PAYMENTS PROHIBITED

No advance payment shall be made for services furnished by the Contractor prior to execution of this contract.

41. DELAY

A. Any delay in or failure of performance by District or Contractor shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:

1. Acts of God or the public enemy;
2. Fire or other casualty for which Contractor is not responsible;
3. Quarantine or epidemic;
4. Strike or defensive lockout;
5. Unusually severe weather conditions which could not have been reasonably anticipated; and
6. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to District was available.

B. Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly and solely attributable to an act of Force Majeure, except delay caused by a labor dispute, provided Contractor makes a request for equitable adjustment. Contractor shall not be entitled to an adjustment in the Contract Price resulting from an act of Force Majeure.

C. Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Price, if the cost or time of Contractor's performance is changed due to the fault or negligence of District, provided the Contractor makes a request in accordance with specified procedures.

D. Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Price for any delay or failure of performance to the extent such delay or failure was caused by Contractor, any Subcontractor, or anyone for whose acts Contractor is responsible.

E. To the extent any delay or failure of performance was concurrently caused by the District and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to the Specifications, but shall not be entitled to an adjustment in the Contract Price.

F. Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

42. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the District may, by five (5) days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part, when it is in the best interests of the District. If this contract is so terminated, the District shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.

43. TERMINATION FOR DEFAULT

By written notice, the District may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions of the contract. In such event, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement contract, e.g. cost of the competitive bidding, mailing, advertising and staff time; provided, that if (i) it is determined for any reason the Contractor was not in default, or (ii) the Contractor's failure to perform is not the Contractor's and/or Subcontractor's fault or due to Contractor negligence, then the termination shall be deemed to be a "Termination for Convenience".

44. TERMINATION PROCEDURES

Upon termination of this contract, the District, in addition to any other rights provided in this contract, may require the Contractor to deliver to the District any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The District shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the District, and the amount agreed upon by the Contractor and the District for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the District, and (iv) the protection and preservation of property, unless the termination is for default, in which case the District shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The District may withhold from any amounts due the Contractor such sum as the District determines to be necessary to protect the District against potential loss or liability.

The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the District, in the manner, at the times, and to the extent directed by the District, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the District has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the District to the extent the District may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the District and deliver in the manner, at the times, and to the extent directed by the District any property which, if the contract had been completed, would have been required to be furnished to the District;
6. Complete performance of such part of the work as shall not have been terminated by the District; and
7. Take such action as may be necessary, or as the District may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the District has or may acquire an interest.

45. RESPONSIBILITY OF THE CONTRACTOR AND SURETY

Termination of a Contract shall not relieve the Contractor of any responsibilities under the Contract for Work performed, nor shall termination of the Contract relieve the Surety or Sureties of obligations under the Contract Bond or retainage bond for Work performed.

46. CONFLICT OF INTEREST

The District may terminate this contract, by written notice to the Contractor, if it is found after examination that there is a violation by the Contractor of:

- A. Ethics in Public Service Act, Chapter 42.52 RCW; or,
- B. Any similar statute involving the Contractor in the procurement of, or performance of services under this contract.

In the event this contract is terminated as provided above, the District shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the District provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

47. ACCESS TO DATA

In compliance with chapter 39.29 RCW, the Contractor shall provide access to data generated under this contract to the District. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

48. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35 --

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

49. ASSIGNMENT

Neither the District nor the Contractor shall assign this contract, either in whole or in part, without prior written consent of the other party, which shall not be unreasonably withheld. Such assignment shall not relieve either party from its duties or obligations under this contract.

50. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. The District shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

51. GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Any litigation between the Owner and the Contractor arising out of or related to this Contract shall be brought and maintained solely and exclusively in the District or Superior Court of Kittitas County, Washington. Provided, if any litigation arising under this Contract must be brought in a federal forum, it shall be brought and maintained solely and exclusively in the U.S. District Court for the Eastern District of Washington in Yakima, Washington. The Contractor hereby consents to the personal jurisdiction of all courts within the State of Washington. Should any litigation be brought to enforce the terms of this Contract, the prevailing party shall be entitled to reasonable attorney fees, costs, and disbursements at trial and upon appeal. Should any dispute over the terms and conditions of this Contract result in mediation or arbitration, any attorney's fees and costs incurred in such mediation or arbitration shall be paid by the party incurring such fees and costs.

52. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the District, its officers, agents, and employees from and against any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from, or connected with, services performed or to be performed under this contract by Contractor or Contractor's agents, employees, subcontractors, and suppliers to the fullest extent permitted by law, whether arising from contract liability(ies) or otherwise.

Contractor's duty to indemnify shall not apply to liability from damages arising out of bodily injury to persons or damages to the property caused by, or resulting from, the sole negligence of either the Engineer and/or the District, its officers, agents and employees.

Contractor's duty to indemnify for liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Contractor's and/or the District's agents or employees shall apply only to the extent of negligence of Contractor's or the District or their respective agents, employees, subcontractors and suppliers.

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation

under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third-party under Worker's Compensation Acts, Disability Benefits Acts or other Employee Benefits Acts; provided, however, Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by District and does not include or extend to any claims by Contractor's employees directly against Contractor. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Contract to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, respect to any action brought by any employee of the subcontractor against the District or any of its agents, employees, and volunteers. The provisions of this clause shall survive the expiration or termination of this Agreement.

Contractor's duty to defend, indemnify, and hold harmless shall include all related costs, reasonable attorney fees, court costs and related expenses asserted against or incurred by the District, its officers, agents, and employees.

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Contract.

The parties hereby certify that these indemnification provisions were mutually negotiated and agreed to by the parties.

53. INDEPENDENT CAPACITY OF THE CONTRACTOR

The Contractor and his or her employees, agents, representatives or subcontractors performing under this contract are not employees or agents of the District. The Contractor, his/her employees, agents, representatives or subcontractors, will not hold themselves out as nor claim to be an officer or employee of the District or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW or Chapter 28B.16 RCW.

54. INDUSTRIAL INSURANCE COVERAGE

Prior to performing work under this contract, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this contract. Should the Contractor fail to secure industrial insurance coverage or fail to pay premiums, as may be required under Title 51 RCW, the District may deduct the amount of premiums and any penalties owing from the amounts payable to the Contractor under the contract and transmit the same to the Department of Labor and Industries, Division of Industrial Insurance. This provision does not waive any right under RCW 51.12.050 to collect from the Contractor amounts paid by the District.

The District will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor, or any Subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during performance of duties and service(s) under this contract. If the Washington State Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the District and guarantee payment of such amounts.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

55. RECORDS, DOCUMENTS, AND REPORTS

The Contractor shall maintain complete financial records relating to this contract and the services rendered including all books, records, documents, magnetic media, receipts, invoices and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the District, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement. The Contractor will retain all books, records, documents, and other materials relevant to this contract for six (6) years after the date of final payment by the District, and make them available for inspection by persons authorized under this provision.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

56. REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

57. NON-DISCRIMINATION

Equal Employment Opportunity Requirements

A. General

Notwithstanding any other provisions in the Contract Documents, this Contract does not require any specific levels of utilization of minorities or women in the Contractor's workforce, except as may be specified in any federal regulations or statutes included or referenced in the Contract Documents. The District encourages the Contractor to employ a workforce reflective of the region's diversity. The Contractor shall adhere to all non-discrimination requirements as set forth in Federal and State laws.

The Contractor and all subcontractors (not including materialmen) holding subcontracts of \$1,000 or more shall comply with the following minimum specific requirement activities of equal employment opportunity. The Contractor shall include these requirements in every subcontract of \$1,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

B. Equal Employment Opportunity Policy. During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for contracted employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory or mental disability.
- (2) The Contractor shall, in all solicitations or advertisements for employees, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.

- (3) The contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (4) If upon investigation the District finds probable cause to believe that the contractor has failed to comply with any of the terms of these provisions, the contractor and the contracting authority shall be so notified in writing. The District shall give the contractor an opportunity to be heard, after ten-(10) days' notice. The District may suspend the contract and/or withhold any funds due or to become due to the contractor, pending compliance by the contractor with the terms of these provisions.
- (5) Failure to comply with any of the terms of these provisions shall be a material breach of this contract.
- (6) The foregoing provisions will be inserted in all subcontracts for work covered by this contract. The Contractor shall not discriminate and shall take affirmative action to ensure equal employment opportunity. These, and other requirements, which may be set forth in the Contract Documents, shall constitute the specific Affirmative Action requirements for the work.

58. RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to the District, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

59. RIGHTS IN DATA

Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the District. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, and all information that supports the findings, conclusions and recommendations of the consultant's reports, including computer models and the methodology for those models. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

Data which is delivered under the contract, but which does not originate therefrom, shall be transferred to the District with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, provided, that such license shall be limited to the extent to which the Contractor has a right to grant such a license. The

Contractor shall exert all reasonable effort to advise the District, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The District shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The District shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

60. SAFEGUARDING OF INFORMATION

The use or disclosure by any party of any information concerning the District, for any purpose not directly connected with the administration of the District's or the Contractor's responsibilities with respect to services provided under this contract, is prohibited except by prior written consent of the District.

61. FUNDING

In the event funding from state, federal, or other grant sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the District may terminate the contract under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions.

62. SEVERABILITY

If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

63. SUBCONTRACTING

Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the District. In no event shall the existence of the subcontract operator release or reduce the liability of the Contractor to the District for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this Contract.

64. TREATMENT OF ASSETS

A. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the District upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the District upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the District in whole or in part, whichever first occurs.

B. Any property of the District furnished to the Contractor shall, unless otherwise provided herein or approved by the District, be used only for the performance of this contract.

C. The Contractor shall be repair and/or replace any loss of or damage to property of the District which results from the negligence of the Contractor or which results from the failure on the part of

the Contractor to maintain and administer that property in accordance with sound management practices.

D. Upon loss or destruction of, or damage to, any District property, the Contractor shall notify the District thereof and shall take all reasonable steps to protect that property from further damage.

E. The Contractor shall surrender to the District all property of the District prior to settlement upon completion, termination or cancellation of this contract.

F. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Chairman of the Kittitas County Conservation District has caused this instrument to be executed by and in the name of the said State of Washington and the Kittitas County Conservation District the day and year first above written.

This Contract shall be subject to the approval by of Kittitas County Conservation District and shall not be binding until so approved. The Contract may be altered, amended or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of the pages and attachments, if any, is executed by the persons signing below who warrant that they have the authority to execute the contract.

XYZ, LLC

Signature

Title

Date

KITTITAS COUNTY CONSERVATION DISTRICT

Signature

Chair, Board of Supervisors

Title

Date

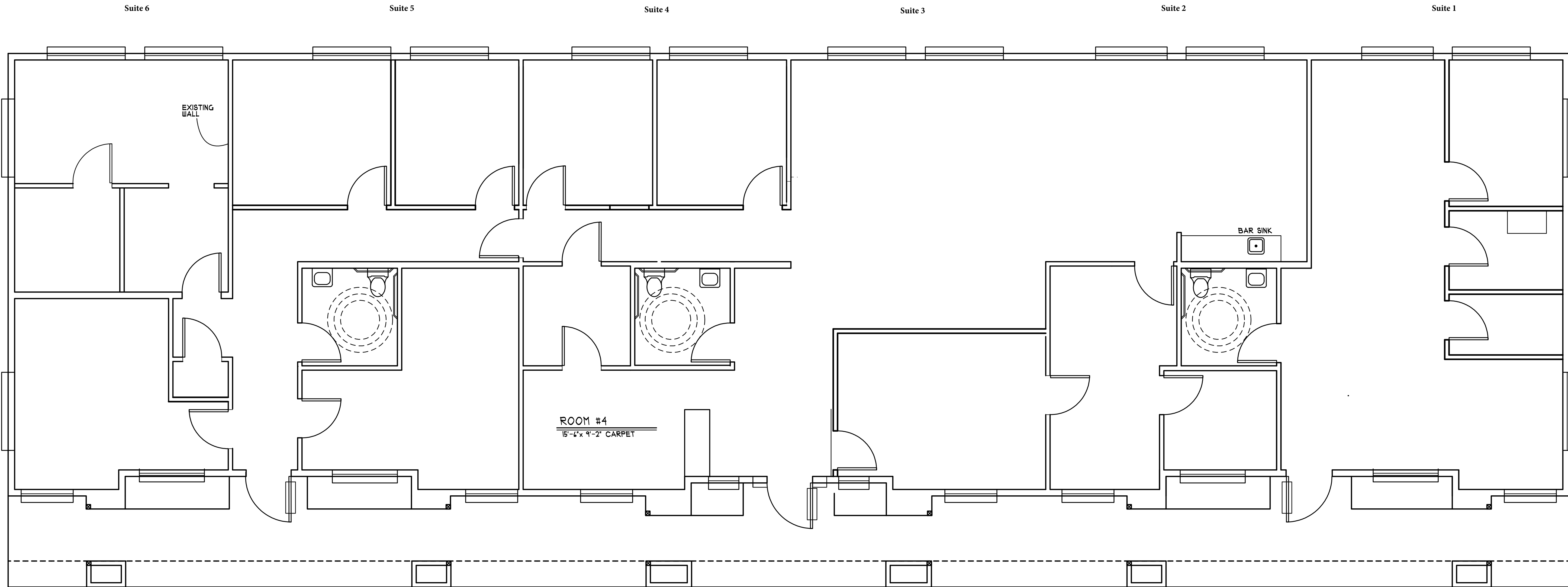
EXHIBIT A (Page 1 of 1)
Confirmation of Documents referenced in Contract

CONTRACT DOCUMENTS

By Initialing next to each listed document below the Contractor hereby acknowledges that said document is made part of the CONTRACT DOCUMENTS as referenced.

- Building Plans – Title: Kittitas County Conservation District
Completed by: Western Building Design LLC and KCCD
Dated: January 2021
Number of Sheets: 1
Issued for Public Bid on: January 4, 2021
Initial _____ Date _____
- Technical Information – Number of Pages: 3
Issued for Public Bid on: January 4, 2021
Initial _____ Date _____
- Addenda – Number of Pages:
Issue Date: XX, 2021
Initial _____ Date _____
- Permits
 - City of Ellensburg Building Permit
 - Permit #:
 - Project Title: KCCD Building Improvements
 - Issue Date: , 2020Initial _____ Date _____
- Schedule of Unit Prices – attached as **Exhibit B**
Initial _____ Date _____

ATTACHMENT A: *Plans*



MAIN FLOOR PLAN
SCALE: 1/4" = 1'-0"

ORIGINAL TRACINGS OF THESE BLUE PRINTS AND/OR ELECTRONIC GENERATED CAD FILES ARE THE PROPERTY OF WESTERN BUILDING DESIGN. REPRODUCTION OF THESE PLANS IN ANY FORM EXCEPT FOR SPECIFIC JOB WILL SUBJECT PARTY VIOLATING THIS OWNERSHIP TO CIVIL COURT ACTION. CONTRACTOR AND/OR OWNER SHALL VERIFY ALL CHANGES WITH DESIGNER. CONTRACTOR SHALL VERIFY ALL DIMENSIONS ON JOB SITE AND REPORT ANY DISCREPANCIES TO BUILDING DESIGNER.

REVISED:	
MARK	DATE
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Δ	

PLAN #
19131
FEB. 2020

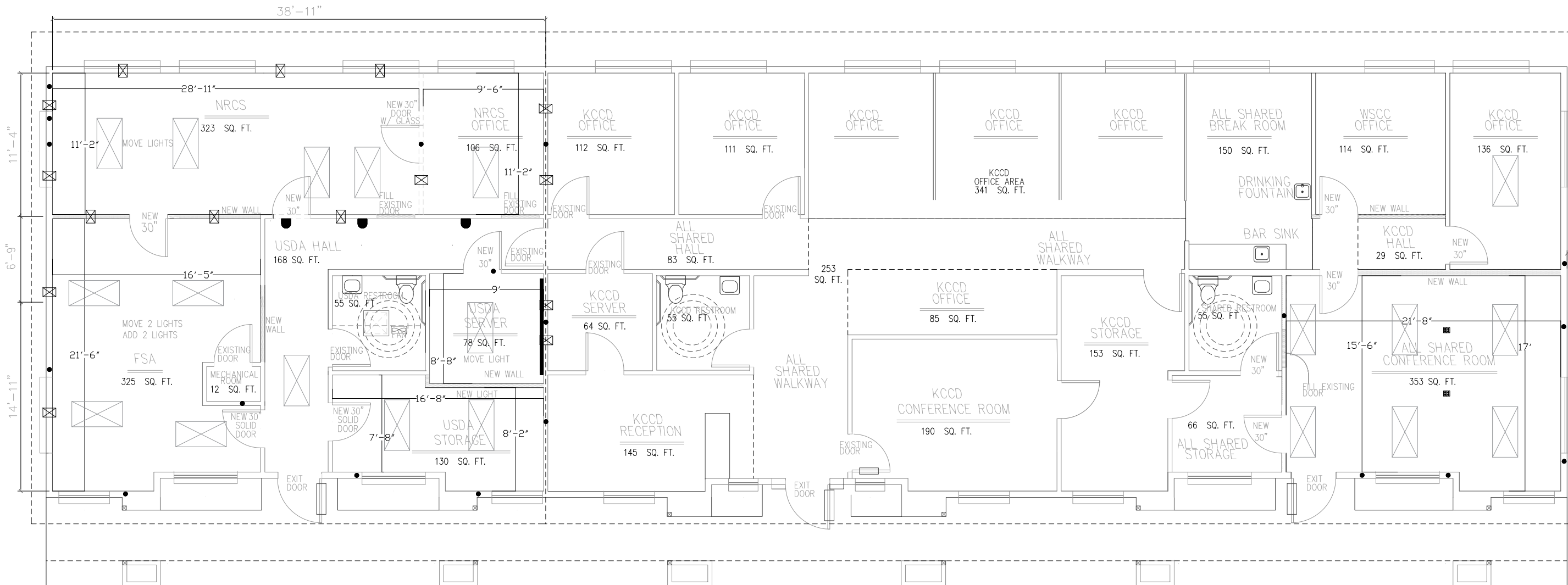
1
OF
5

WESTERN BUILDING DESIGN, LLC
CUSTOM RESIDENTIAL + COMMERCIAL DESIGN
MARTY SCHOOLCRAFT
OWNER/DESIGNER

100 S 40TH AVE SUITE 14
VANATA, WA 98008
PH: 509.844.0070
INFO@WESTERNBUILDINGDESIGN.NET

CUSTOM DESIGNED FOR:
K.C.C.D.
(509) 925-3352

SQ. FT.
9118 = MAIN FLOOR PLAN



DESIGNATES EXISTING 2'x4' FLORESCENT LIGHT



DESIGNATES EXISTING WALL SCONCE LIGHTING



DESIGNATES EXISTING POWER DATA PHONE PORTS



DESIGNATES FLOOR POWER PLUS DATA PORTS



DESIGNATES NEW FLOOR DUAL POWER PORTS



DESIGNATES NEW EQUIPMENT MOUNTING BOARD



DESIGNATES NEW WALL POWER/DATA PORTS

MAIN FLOOR PLAN

SCALE: 1/4" = 1'-0"

NOTE: VERIFY ALL EXISTING LIGHTING IN OFFICE AREAS
ADD OR SUBTRACT AS NECESSARY
PROVIDE NEW LED LIGHTING AND ceiling FANS IN BATHROOMS
REPAIR CEILING TILES AS NECESSARY



DESIGNATES EXISTING WALLS TO REMAIN



DESIGNATES EXISTING WALLS TO BE REMOVED



DESIGNATES NEW WALLS

TYPE VB CONSTRUCTION
APPLICABLE CODES :
2015 INTERNATIONAL BUILDING CODE
2015 INTERNATIONAL MECHANICAL CODE
2015 INTERNATIONAL FIRE CODE
2015 WASHINGTON STATE ENERGY CODE - CLIMATE ZONE 1
2015 INTERNATIONAL PLUMBING CODE
ALL BATHROOM AND CLOSET WALLS TO BE TILE OR FRP UP TO 48" ABOVE FLOOR
PLUMBING, HVAC , AND ELECTRICAL SHALL BE DEFERRED SUBMITTALS

NOTES

ORIGINAL TRACINGS OF THESE BLUE PRINTS, INCLUDING ANY ELECTRONIC GENERATED CAD FILES ARE THE PROPERTY OF WESTERN BUILDING DESIGN. REPRODUCTION THESE PLANS IN ANY FORM EXCEPT FOR SPECIFIC JOB WILL SUBJECT PARTY VIOLATING THIS OWNERSHIP CIVIL ACTION. CONTRACTOR AND/OR OWNER SHALL VERIFY ALL CHANGES WITH DESIGN/CONTRACTOR SHALL VERIFY ALL DIMENSIONS ON JOB/AME REPORT ANY DISCREPANCIES TO BUILDING DESIGNER.

WESTERN BUILDING DESIGN, LLC

CUSTOM RESIDENTIAL & COMMERCIAL DESIGN

MARTY SCHOOLCRAFT

OWNER/DESIGNER

PH: 509.966.8077

1015 S. 40TH AVE. SUITE 14
YAKIMA WA 98908

CUSTOM DESIGNED FOR:

K.C.C.D.

(509) 925-3352

SQ. FT.

3998 = MAIN FLOOR PLAN

KCCD = 2692 SQ. FT.

NRC = 650 SQ. FT.

FSA = 656 SQ. FT.

REVISED:

MARK	DATE
▲	
▲	
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▲	

PLAN #
19137
FEB. 2020

2
OF
4

TABLE 2304.10.1 FASTENING SCHEDULE		
DESCRIPTION OF BUILDING ELEMENTS	NUMBER AND TYPE OF FASTENER	SPACING AND LOCATION
Roof		
1. Blocking between ceiling joists, rafters or trusses to top plate or other framing below	3-8d common (2 1/2" x 0.131"); or 3-10d box (3" x 0.128"); or 3-3" x 0.131" nails; or 3-3" 14 gage staples, 7/16" crown	Each end, toenail
Blocking between rafters or truss not at the wall top plate, to rafter or truss	2-8d common (2 1/2" x 0.131"); 2-3" x 0.131" nails 2-3" 14 gage staples	Each end, toenail
Flat blocking to truss and web filler	2-16 d common (3 1/2" x 0.162") 3-3" x 0.131" nails 3-3" 14 gage staples	End nail
2. Ceiling joists to top plate	16d common (2 1/2" x 0.162") @ 6" o.c. 3" x 0.131" nails @ 6" o.c. 3" x 14 gage staples @ 6" o.c.	Face nail
3. Ceiling joist not attached to parallel rafter, laps over partitions (no thrust) (see Section 2308.7.3.1, Table 2308.7.3.1)	3-8d common (2 1/2" x 0.131"); or 3-10d box (3" x 0.128"); or 3-3" x 0.131" nails; or 3-3" 14 gage staples, 7/16" crown	Each joist, toenail
4. Ceiling joist attached to parallel rafter (heel joint) (see Section 2308.7.3.1, Table 2308.7.3.1)	3-16d common (3 1/2" x 0.162"); or 4-10d box (3" x 0.128"); or 4-3" x 0.131" nails; or 4-3" 14 gage staples, 7/16" crown	Face nail
5. Collar tie to rafter	Per Table 2308.7.3.1	Face nail
6. Rafter or roof truss to top plate (See Section 2308.7.5, Table 2308.7.5)	3-10d common (3" x 0.148"); or 4-10d box (3" x 0.128"); or 4-3" x 0.131" nails; or 4-3" 14 gage staples, 7/16" crown	Face nail
7. Roof rafters to ridge valley or hip rafters; or roof rafter to 2-inch ridge beam	3-10d common (3" x 0.148"); or 3-16d box (3 1/2" x 0.162"); or 4-10d box (3" x 0.128"); or 4-3" x 0.131" nails; or 4-3" 14 gage staples, 7/16" crown	Toenail
8. Rafter or roof truss to top plate (See Section 2308.7.5, Table 2308.7.5)	3-10d common (3" x 0.148"); or 3-16d box (3 1/2" x 0.162"); or 4-10d box (3" x 0.128"); or 4-3" x 0.131" nails; or 4-3" 14 gage staples, 7/16" crown	Toenail
9. Stud to stud and sheathing studs at intersecting wall corners (at braced wall panels)	16d common (3 1/2" x 0.162"); or 10d box (3" x 0.128"); or 3" x 0.131" nails; or 3" 14 gage staples, 7/16" crown	16" o.c. face nail
10. Built-up header (2" to 2" header)	16d common (3 1/2" x 0.162"); or 10d box (3" x 0.128"); or 3" x 0.131" nails; or 3" 14 gage staples, 7/16" crown	16" o.c. face nail
11. Continuous header to stud	16d common (3 1/2" x 0.162"); or 10d box (3" x 0.128"); or 3" x 0.131" nails; or 3" 14 gage staples, 7/16" crown	16" o.c. face nail
12. Top plate to top plate	16d common (3 1/2" x 0.162"); or 10d box (3" x 0.128"); or 3" x 0.131" nails; or 3" 14 gage staples, 7/16" crown	16" o.c. face nail
13. Top plate to top plate, at end joints	16d common (3 1/2" x 0.162"); or 10d box (3" x 0.128"); or 3" x 0.131" nails; or 3" 14 gage staples, 7/16" crown	16" o.c. face nail
14. Bottom plate to joist, rim joist, band joist or blocking (not at braced wall panels)	16d common (3 1/2" x 0.162"); or 10d box (3" x 0.128"); or 3" x 0.131" nails; or 3" 14 gage staples, 7/16" crown	16" o.c. face nail
15. Bottom plate to joist, rim joist, band joist or blocking at braced wall panels	16d common (3 1/2" x 0.162"); or 10d box (3" x 0.128"); or 3" x 0.131" nails; or 3" 14 gage staples, 7/16" crown	16" o.c. face nail
16. Stud to top or bottom plate	16d common (3 1/2" x 0.162"); or 10d box (3" x 0.128"); or 3" x 0.131" nails; or 3" 14 gage staples, 7/16" crown	16" o.c. face nail
17. Top or bottom plate to stud	16d common (3 1/2" x 0.162"); or 10d box (3" x 0.128"); or 3" x 0.131" nails; or 3" 14 gage staples, 7/16" crown	16" o.c. face nail
18. Top plates, laps at corners and intersections	16d common (3 1/2" x 0.162"); or 10d box (3" x 0.128"); or 3" x 0.131" nails; or 3" 14 gage staples, 7/16" crown	16" o.c. face nail
Wall		
19. 1" brace to each stud and plate	2-8d common (2 1/2" x 0.131"); or 2-10d box (3" x 0.128"); or 2-3" x 0.131" nails; or 2-3" 14 gage staples, 7/16" crown	Face nail
20. 1" x 6" sheathing to each bearing	2-8d common (2 1/2" x 0.131"); or 2-10d box (3" x 0.128"); or 2-3" x 0.131" nails; or 2-3" 14 gage staples, 7/16" crown	Face nail
21. 1" x 8" and wider sheathing to each bearing	3-8d common (2 1/2" x 0.131"); or 3-10d box (3" x 0.128"); or 3-3" x 0.131" nails; or 3-3" 14 gage staples, 7/16" crown	Face nail
Floor		
22. Joist to sill, top plate, or girder	3-8d common (2 1/2" x 0.131"); or 3-10d box (3" x 0.128"); or 3-3" x 0.131" nails; or 3-3" 14 gage staples, 7/16" crown	Toenail
23. Rim joist, band joist, or blocking to top plate, sill or other framing below	8d common (2 1/2" x 0.131"); or 10d box (3" x 0.128"); or 3" x 0.131" nails; or 3" 14 gage staples, 7/16" crown	6" o.c., toenail
24. 1" x 6" subfloor or less to each joist	2-8d common (2 1/2" x 0.131"); or 2-10d box (3" x 0.128"); or 2-3" x 0.131" nails; or 2-3" 14 gage staples, 7/16" crown	Face nail
25. 2" subfloor to joist or girder	2-16d common (3 1/2" x 0.162"); or 2-10d box (3" x 0.128"); or 2-3" x 0.131" nails; or 2-3" 14 gage staples, 7/16" crown	Face nail
26. 2" planks (plank & beam - floor & roof)	2-16d common (3 1/2" x 0.162"); or 2-10d box (3" x 0.128"); or 2-3" x 0.131" nails; or 2-3" 14 gage staples, 7/16" crown	Each bearing, face nail
27. Built-up girders and beams, 2" lumber layers	20d common (4" x 0.192"); or 10d box (3" x 0.128"); or 3" x 0.131" nails; or 3" 14 gage staples, 7/16" crown	32" o.c., face nail at top and bottom staggered on opposite sides
28. Ledger strip supporting joists or rafters	3-16d common (3 1/2" x 0.162"); or 4-10d box (3" x 0.128"); or 4-3" x 0.131" nails; or 4-3" 14 gage staples, 7/16" crown	Ends and at each splice, face nail
29. Joist to band joist or rim joist	3-16d common (3 1/2" x 0.162"); or 4-10d box (3" x 0.128"); or 4-3" x 0.131" nails; or 4-3" 14 gage staples, 7/16" crown	End nail
30. Bridging or blocking to joist, rafter or truss	3-16d common (3 1/2" x 0.162"); or 4-10d box (3" x 0.128"); or 4-3" x 0.131" nails; or 4-3" 14 gage staples, 7/16" crown	Each end, toenail

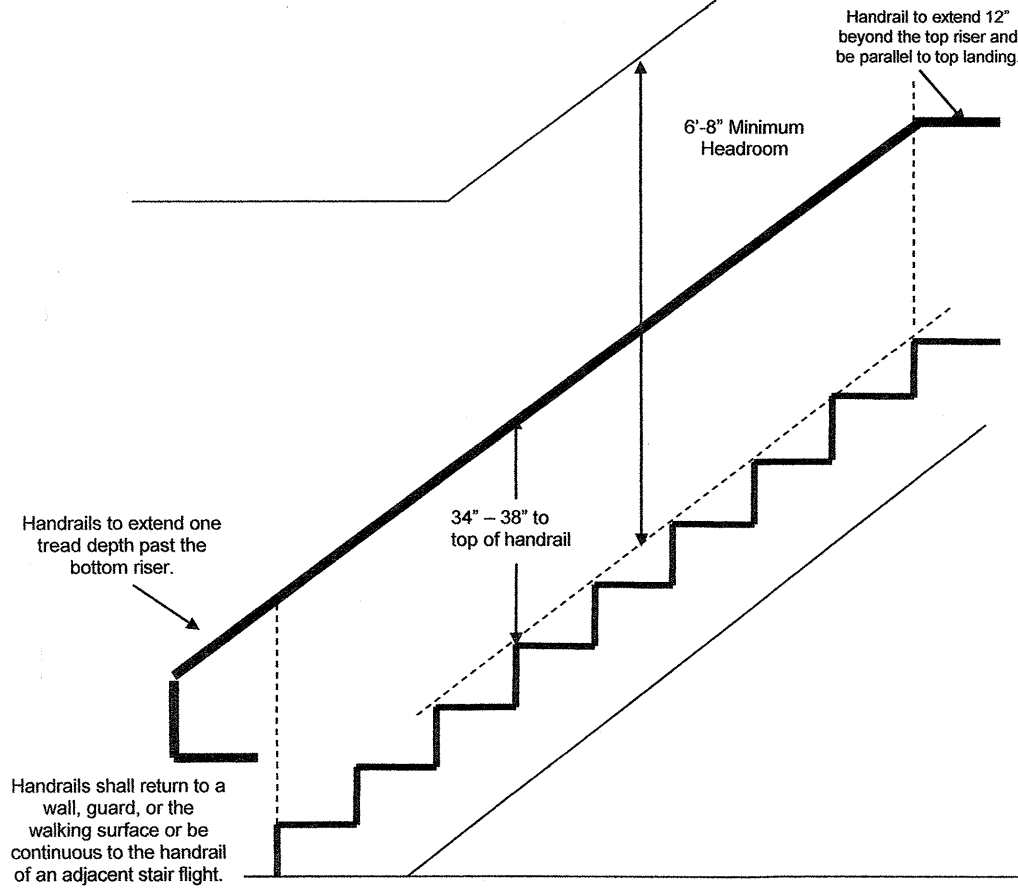
(continued)

TABLE 2304.10.1—continued FASTENING SCHEDULE		
DESCRIPTION OF BUILDING ELEMENTS	NUMBER AND TYPE OF FASTENER	SPACING AND LOCATION
Wood structural panels (WSP), subfloor, roof and interior wall sheathing to framing and particleboard wall sheathing to framing		
		Edges (inches) Intermediate supports (inches)
31. 3/8" - 1/2"	6d common or deformed (2" x 0.113") 8d box or deformed (2 1/2" x 0.113") (roof) 2 1/2" x 0.113" nail (subfloor and wall) 1 1/2" 16 gage staple, 7/16" crown (subfloor and wall) 2 1/2" x 0.113" nail (roof) 1 1/2" 16 gage staple, 7/16" crown (roof)	6 12 6 12 4 8 4 8 3 6
32. 3/8" - 1/2"	8d common (2 1/2" x 0.131"); or 6d deformed (2" x 0.113") 2 1/2" x 0.113" nail; or 2" 16 gage staple, 7/16" crown	6 12 4 8
33. 1/2" - 1 1/2"	10d common (3" x 0.148"); or 8d deformed (2 1/2" x 0.131")	6 12
34. 1/2" fiberboard sheathing ^a	1 1/2" galvanized roofing nail (7/16" head diameter); or 1 1/2" 16 gage staple with 7/16" or 1" crown	3 6
35. 3/8" fiberboard sheathing ^b	1 1/2" galvanized roofing nail (7/16" head diameter); or 1 1/2" 16 gage staple with 7/16" or 1" crown	3 6
Wood structural panels, combination subfloor underlayment to framing		
36. 1/2" and less	8d common (2 1/2" x 0.131"); or 6d deformed (2" x 0.113")	6 12
37. 1/2" - 1"	8d common (2 1/2" x 0.131"); or 8d deformed (2 1/2" x 0.131")	6 12
38. 1 1/2" - 1 1/2"	10d common (3" x 0.148"); or 8d deformed (2 1/2" x 0.131")	6 12
Panel siding to framing		
39. 1/2" or less	6d corrosion-resistant siding (1 1/4" x 0.106"); or 6d corrosion-resistant casing (2" x 0.099")	6 12
40. 1/2"	8d corrosion-resistant siding (2 1/2" x 0.128"); or 8d corrosion-resistant casing (2 1/2" x 0.113")	6 12
Interior paneling		
41. 1/2"	4d casing (1 1/2" x 0.080"); or 4d finish (1 1/2" x 0.072")	6 12
42. 3/4"	6d casing (2" x 0.099"); or 6d finish (Panel supports at 24 inches)	6 12

For S1: 1 inch = 25.4 mm.
a. Nails spaced at 6 inches at intermediate supports where spans are 48 inches or more. For nailing of wood structural panel and particleboard diaphragms and shear walls, refer to Section 2305. Nails for wall sheathing are permitted to be common, box or casing.
b. Spacing shall be 6 inches on center on the edges and 12 inches on center at intermediate supports for nonstructural applications. Panel supports at 16 inches (20 inches if strength axis is in the long direction of the panel, unless otherwise marked).
c. Where a rafter is fastened to an adjacent parallel ceiling joist in accordance with this schedule and the ceiling joist is fastened to the top plate in accordance with this schedule, the number of toenails in the rafter shall be permitted to be reduced by one nail.

COMMERCIAL STAIRS, RAILINGS, & GUARDS

REFERENCE: 2015 International Building Code, Chapter 10.

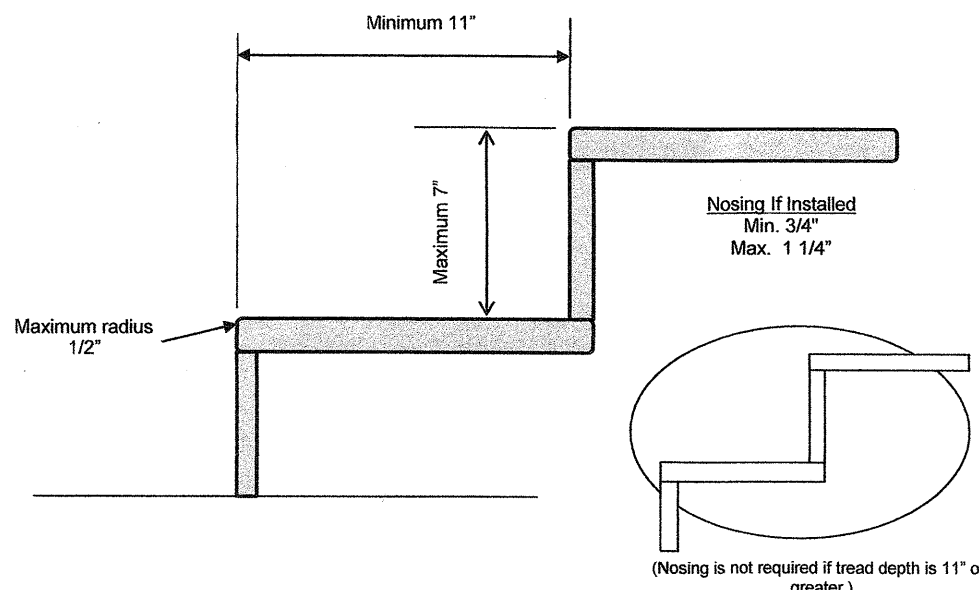


STAIR WIDTH
➤ Minimum width of 44 inches. (Exception: If occupant load is under 50 persons, stair width can be reduced to 36")

LANDINGS
➤ Landing width and depth must be at least equal to the width required for the stair.
➤ Maximum vertical rise of a stair run must not exceed 12 feet without a landing or intermediate platform. However, if a landing occurs in a straight "run" of steps the depth of the landing need not be greater than 4 feet.

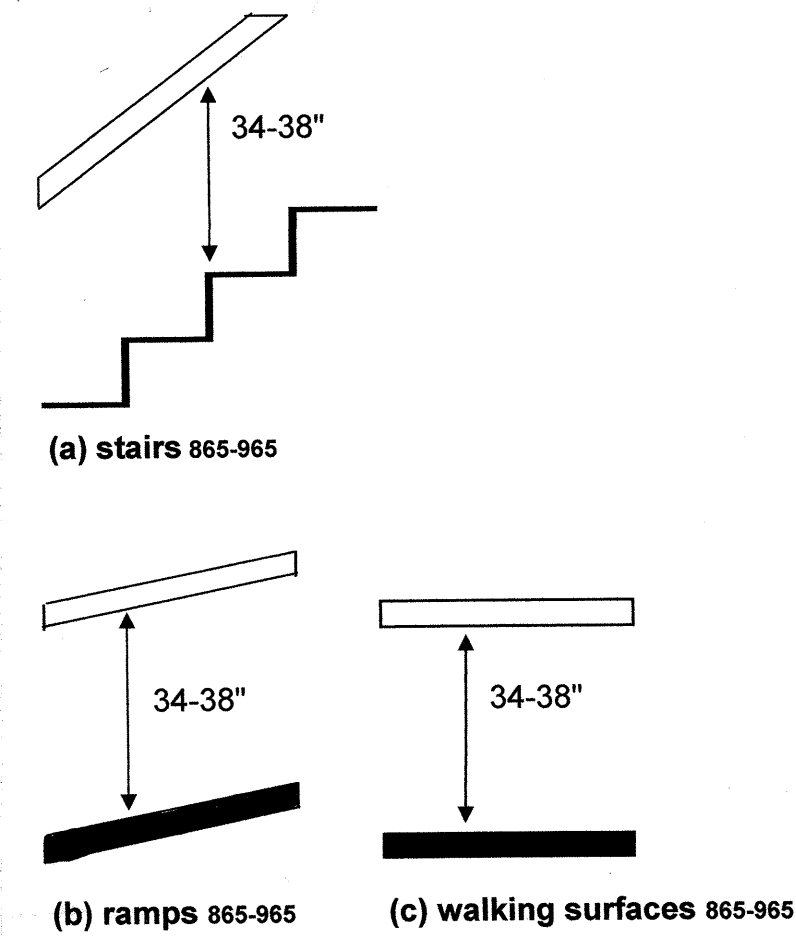
HEADROOM
➤ The minimum headroom in the stairway shall not be less than 6 feet, 8 inches measured vertically from the sloped plane of the tread nosing or from the floor surface of the landing or platform.

COMMERCIAL TREAD DETAIL



TREADS & RISERS
➤ Maximum riser heights shall be 7" maximum and 4" minimum.
➤ Tread depths shall be 11" minimum.
➤ The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8".

TREAD PROFILE
➤ The radius of curvature at the leading edge of the tread shall not be greater than 1/2".
➤ Beveling of nosings shall not exceed 1/2".
➤ Risers shall be solid and vertical or sloped from the underside of the leading edge of the tread not more than 30 degrees from vertical.
➤ The greatest nosing projection shall not exceed the smallest by more than 3/8".

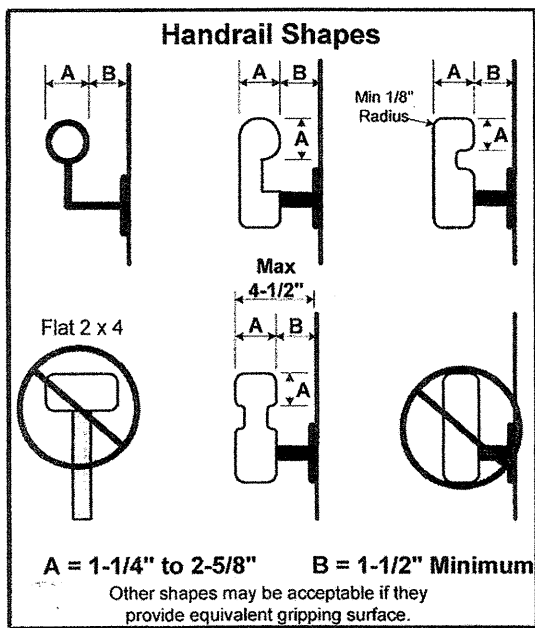


COMMERCIAL HANDRAILS

HANDRAILS
➤ A handrail is required on both sides of stairway.
➤ Handrail height shall be between 34 and 38 inches measured from the nosing of the tread. The handgrip portion of handrails shall have a circular cross section of 1 1/2" minimum to 2" maximum. Other shapes that provide an equivalent grasping surface are permissible. Edges are to have a min. radius of 1/8".
➤ Handrails may encroach up to 4 1/2" at or below the handrail height into the required width on each side.

HANDRAIL EXTENSIONS
➤ Extend 12" past the top riser and be parallel to the top landing.
➤ Extend beyond the bottom riser and continue its slope for a distance equal to the depth of one tread.
➤ Return to a wall, guard, or the walking surface or be continuous to the handrail of an adjacent stair flight.

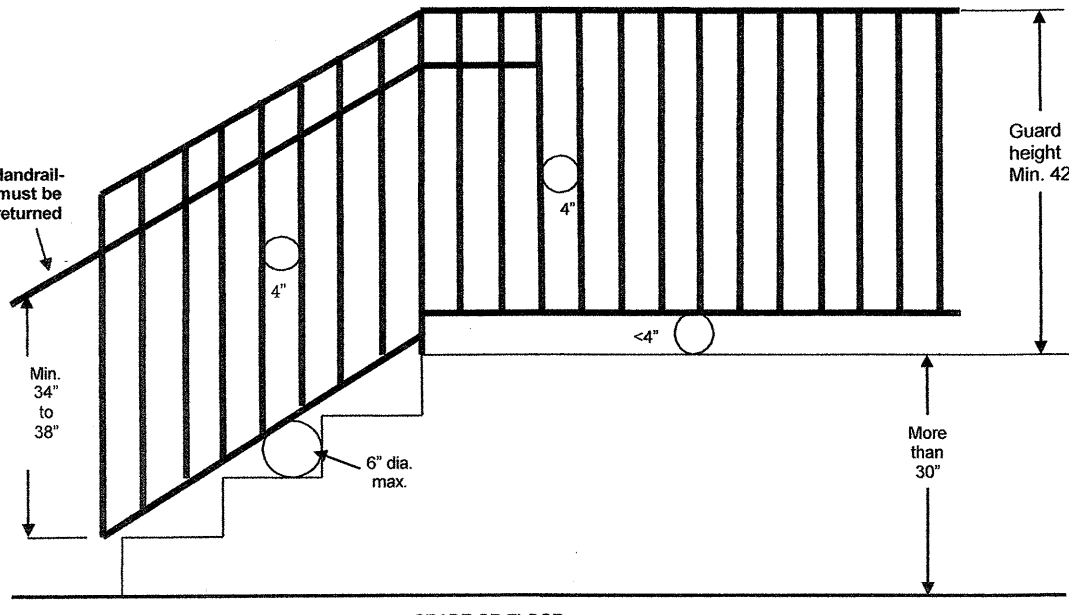
HANDRAIL GRASPABILITY
➤ Handrails must be installed at least 1 1/2" from adjacent walls.
➤ The diameter of circular handrails must be at least 1 1/2" but not more than 2".
➤ Non-circular handrails must have perimeter dimension of at least 4" but not greater than 6 1/2" with a maximum cross-section dimension of 2 1/2".



COMMERCIAL GUARDS

GUARDS REQUIRED

➤ Guards 42" in height are required at open-sided walking surfaces, mezzanines, industrial equipment platforms, stairs, ramps and landings which are located more than 30 inches above the floor or grade.
➤ Required guards shall have intermediate rails or ornamental closures that do not allow passage of a sphere 4 inches in diameter to a height of 36". From 36" to 42" above the adjacent walking surfaces, a sphere 4-3/8" in diameter shall not pass.
➤ The triangular openings formed by the riser, tread, and bottom rail of a guard at the open side of a stairway are permitted to be of such a size that a sphere 6 inches in diameter cannot pass through.



Exception for guards in Groups I-3, F, H, or S
➤ In areas not open to the public with occupancies in Group I-3, F, H, or S, balusters, horizontal intermediate rails or other construction shall not permit a sphere with a diameter of 21" to pass through any opening.

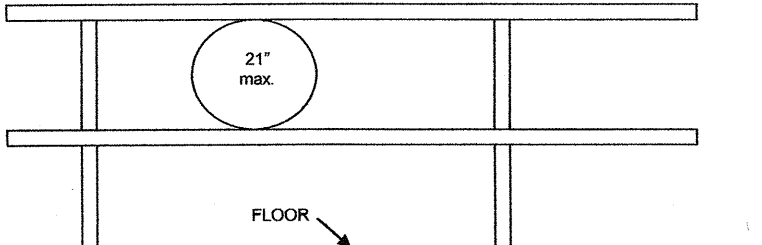


TABLE 604.3 WATER DISTRIBUTION SYSTEM DESIGN CRITERIA REQUIRED CAPACITY AT FIXTURE SUPPLY PIPE OUTLETS (2015 IPC)

FIXTURE SUPPLY OUTLET SERVING	FLOW RATE ^(a) (gpm)	FLOW PRESSURE ^(b) (psi)
Bathtub, balanced-pressure thermostatic or combination balanced-pressure / thermostatic mixing valve	4	20
Bidet, thermostatic mixing valve	2	20
Combination fixture	4	8
Dishwasher, residential	2.75	8
Drinking fountain	0.75	8
Laundry tray	4	8
Lavatory, private	0.8	8
Lavatory, private, mixing valve	0.8	8
Lavatory, public	0.4	8
Shower	2.5	8
Shower, balanced-pressure thermostatic or combination balanced-pressure / thermostatic mixing valve	2.5(b)	20
Silcock, hose bibb	5	8
Sink, residential	1.75	8
Sink, service	3	8
Urinal, valve	12	25
Water closet, blow out, flushometer valve	25	45
Water closet, flushometer tank	1.6	20
Water closet, siphonic, flushometer valve	25	35
Water closet, tank, close coupled	3	20
Water closet, tank, one piece	6	20

For S1: 1 pound per square inch = 6.895 kPa. 1 gal. per minute = 3.785 L/min.
a. For additional requirements for flow rates & quantities, see Section 604.4.
b. Where the shower mixing valve manufacturer indicates a lower flow rating for the mixing valve, the lower value shall be applied.

TABLE 604.4 MAXIMUM FLOW RATES & CONSUMPTION FOR PLUMBING FIXTURES & FIXTURE FITTINGS (2015 IPC)

PLUMBING FIXTURE OR FIXTURE FITTING	MAXIMUM FLOW RATE OR QUANTITY ^(b)
Lavatory, private	2.2 gpm at 60 psi
Lavatory, public (metering)	0.25 gal per metering cycle
Lavatory, public (other than metering)	0.5 gpm at 60 psi
Shower head(s)	2.5 gpm at 80 psi
Sink faucet	2.2 gpm at 60 psi
Urinal	1.0 gal. per flushing cycle
Water closet	1.6 gal. per flushing cycle

For S1: 1 gal. = 3.785 L; 1 gal. per minute = 3.785 L/min.
1 pound per square inch = 6.895 kPa.
a. A hand-held shower spray is a shower head.
b. Consumption tolerances shall be determined from referenced standards.

CONSTRUCTION NOTES: CONFORMS TO 2015 IBC

Comply with these criteria except where at variance with local codes or requirements.

DESIGN LOADS:

FOR COMMERCIAL BUILDINGS SEE TABLE 1607.1 IN THE 2015 IBC.
ALL LIVE AND DEAD LOADS FOR ROOFS, FLOORS, STAIRS, ETC., DEPEND ON INTENDED USE OR OCCUPANCY TYPE FOR THE BUILDING.

FOUNDATIONS:

1 FOOTINGS MUST BE ON UNDISTURBED SOIL WITH MINIMUM DEPTH OF 2500# PER SQ INCH COMPRESSIVE STRENGTH IN 28 DAYS (OR AS CALLED OUT BY THE ARCHITECT).
2 SIZES OF FOOTINGS ARE BASED ON 2500# PER SQ FT ON SOIL BEARING CAPACITY UNLESS OTHERWISE NOTED. SHEET #1.

CONCRETE:

1 CONCRETE SHALL BE BY DESIGNED MIX TO DEVELOP A MINIMUM OF 2500# PER SQ INCH COMPRESSIVE STRENGTH IN 28 DAYS (OR AS CALLED OUT BY THE ARCHITECT).
2 LATEST AMERICAN CONCRETE INSTITUTE (ACI): STANDARDS APPLY TO ALL CONCRETE HANDLING, PLACEMENT FORMS AND SHORING.

REINFORCEMENT:

1 CONCRETE REINFORCING BARS TO BE DEFORMED BARS CONFORMING TO ASTM STANDARDS #A305-56T (GRADE 60).
2 ALL SLAB REINFORCING SHALL BE WELDED WIRE FABRIC CONFORMING TO APPLICABLE ASTM STANDARDS. (OPTIONAL - SEE SPECS)

WOOD GRADES:

1 ALL SAWN LUMBER SHALL BE DOUGLAS FIR (D.F.) / LARCH INSTALLED IN ACCORDANCE WITH NAILING SCHEDULE, PLANS, SPECIFICATIONS, DETAILS AND U.B.C.
2 LUMBER GRADING SHALL CONFORM TO W.W.P.A. STANDARD GRADING RULES:
A POSTS AND BEAMS GRADE NO. 1
B FLOOR JOIST, CEILING GRADE NO. 2
JOIST RAFTERS
C SILLS, PLATES BLOCKING GRADE NO. 3
D STUDS STUD GR. D.F./LARCH
E SUB-FLOOR OVER JOIST 3/4" T&G PLYWOOD 2-4-1. DECL. T/ (ADDITIONAL 1/2" A.B. SOLID CORE PLYWOOD REQ. W TILE, VINYL, HARDWOOD)
*NOTE: 1 1/8" A.D. SOLID CORE PLYWOOD UNDER GLUE-DOWN CARPETING.
F ROOF AND WALL 1/2" CDX PLYWOOD 240 INDEX GRAIN SHEATHING PERPENDICULAR TO SUPPORTS.
G GLULAM BEAMS (FB 2400 PER A.I.T.C. INDUSTRIAL GRADE) (FB 2400 PSI / FV = 185 PSI / E=1,800,000 PSI)

~ ALL JOISTS WITHIN 18" OF EARTH OR GIRDER CLOSER THAN 12" SHALL BE CEDAR, REDWOOD OR TREATED D.F.
~ ALL BEARING WALL OPENINGS (INT. AND EXT.) SHALL HAVE MINIMUM OF (2) 2X10" HEADERS UNLESS OTHERWISE SHOWN.
~ ALL WOOD IN PERMANENT CONTACT WITH CONCRETE OR WITHIN 6" OF EARTH SHALL BE CEDAR, REDWOOD OR TREATED D.F.

INSULATION:

1 ROOF (CEILING) FLAT R-49 MIN. CEILING, VAPOR BARRIER ON ROOM SIDE. BE CEDAR, REDWOOD OR TREATED D.F.
2 EXT. WALLS R-21 MIN. WITH VAPOR BARRIER ON ROOM SIDE, OR R-21 FRICTION FIT AS IN ITEM (2).
3 FLOORS R-30 MIN. WITH VAPOR BARRIER ON ROOM SIDE.
4 BASEMENT WALLS R-21 MIN. WITH VAPOR BARRIER ON ROOM SIDE, OR FRICTION FIT AS IN ITEM (2) ABOVE.
5 BELOW GRADE WALLS 10/15/21+TB: R-10 CONTINUOUS INSULATION (CI) ON EXTERIOR OF WALLS OR R-15 CI ON INTERIOR WALL, OR R-21 CAVITY INSULATION + A THERMAL BREAK BETWEEN SLAB & BASEMENT INTERIOR WALL.
6 FURNACE DUCTS IN UNHEATED AREAS R-11, A FLAME SPREAD RATING OF 25 (MAX.) U.B.C. 1713C

*NOTE: ACCESS DOORS TO ATTIC AND CRAWL SPACE REQUIRED TO BE WEATHER-STRIPPED AND INSULATED. ACCESS DOORS MUST MEET U 0.30 MAX REQ/MT

MISCELLANEOUS:

1 GENERAL CONTRACTOR TO BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS WITH ARCHITECTURAL, MECHANICAL AND ELECTRICAL PLANS. ANY DISCREPANCY IN PLANS IS TO BE BROUGHT TO THE ATTENTION OF THE DESIGNER PRIOR TO PROCEEDING WITH WORK.
2 THIS STRUCTURE SHALL BE ADEQUATELY BRACED FOR WIND LOADS UNTIL BUILDING IS COMPLETELY ENCLOSED AND ROOF AND WALL UNITS ARE PERMANENTLY ATTACHED.
3 GALVANIZED WATER PIPING IS NOT TO BE USED IN CITY OF YAKIMA - VERIFY OTHER JURISDICTIONS.

REVISED:

MARK	DATE
△	JULY 1, 2016
△	
△	

TYPICAL COMMERCIAL

CONSTRUCTION NOTES

ALL DATA CONFORMS TO 2015 IBC

Other fixtures not allowed within this area

59 min 1420

12 max 305

39-41 990-1040

54 min 1370

42 min 1065

18 min 455

33-36 840-915

39-41 990-1040

Section 609.4

36 min 915

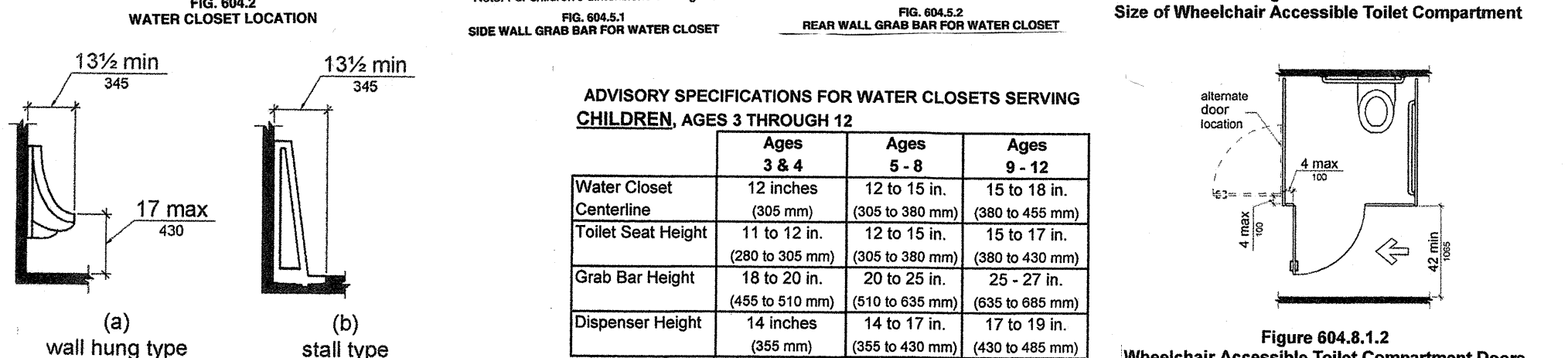
24 min 610

12 min 305

33-36 840-915

Section 608.4

Seat height 17-19 430-485



Height and Depth of Animals

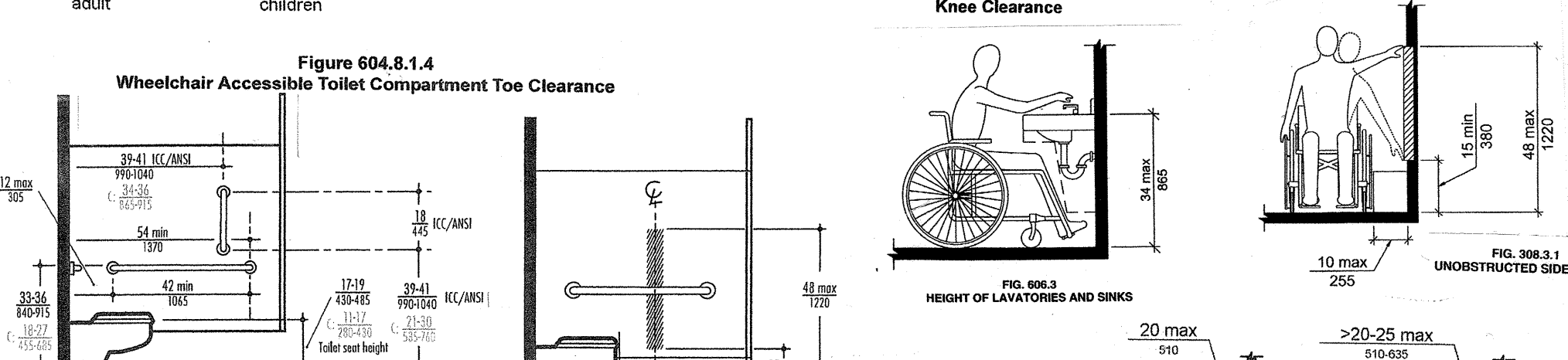
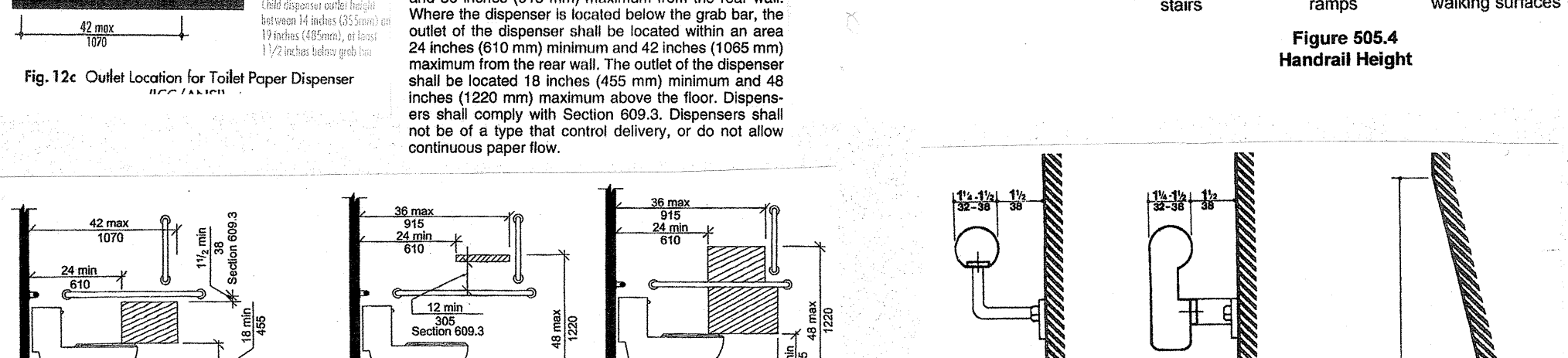


Fig. 12a Seat Height and Grab Bar Locations.



(a) Protruding Dispenser Below Grab Bar (b) Protruding Dispenser Above Grab Bar (c) Recessed Dispenser

304.4 Door Swings. Doors shall be permitted to swing into turning spaces.

305. Clear Floor or Ground Space

305.1 General. Clear floor or ground space shall comply with 305.5.

305.2 Floor or Ground Surfaces. Floor or ground surfaces are a clear floor or ground space shall comply with 305.2. Changes in level are not permitted. EXISTING TERRACE OR PATIO SURFACES SHALL BE AT LEAST 1/4" FLAT.

305.3 Size. The clear floor or ground space shall be 30 inches (760 mm) minimum by 48 inches (1220 mm) minimum.

305.4 Knee and Toe Clearance. Unless otherwise specified, clear floor or ground space shall be permitted to include knee and toe clearance complying with 305.6.

305.5 Position. Unless otherwise specified, clear floor or ground space shall be located in an accessible route.

305.6 Approach. One full unobstructed side of the clear floor or ground space shall adjoin an accessible route or adjoin another clear floor or ground space.

305.7 Maneuvering Clearance. Where a clear floor or ground space is located in an accessible route, it shall be permitted to include maneuvering clearance complying with 305.8.

306.2.3 Minimum Required Depth. Where toe clearance is required at an *element* as part of a clear floor space, the toe clearance shall extend 17 inches (430 mm) minimum under the *element*.

306.2.4 Additional Clearance. Where the *element* extends greater than 6 inches (150 mm) beyond the available knee clearance at 9 inches (230 mm) above the finish floor or ground shall not be considered toe clearance.

306.2.5 Width. Toe clearance shall be 30 inches (760 mm) wide minimum.

306.3 Knee Clearance.

306.3.1 General. Space under an *element* between 9 inches (230 mm) and 27 inches (685 mm) above the finish floor or ground shall be considered knee clearance. The space shall be 30 inches (760 mm) wide minimum.

306.3.2 Maximum Depth. Knee clearance shall extend 25 inches (635 mm) maximum under an *element* at 9 inches (230 mm) above the finish floor or ground.

306.3.3 Minimum Required Depth. Where knee clearance is required under an *element* as part of a clear floor space, the knee clearance shall be 11 inches (280 mm) minimum.

accessibility mounted high enough so the sign can be seen when a vehicle is parked in the space

curable route

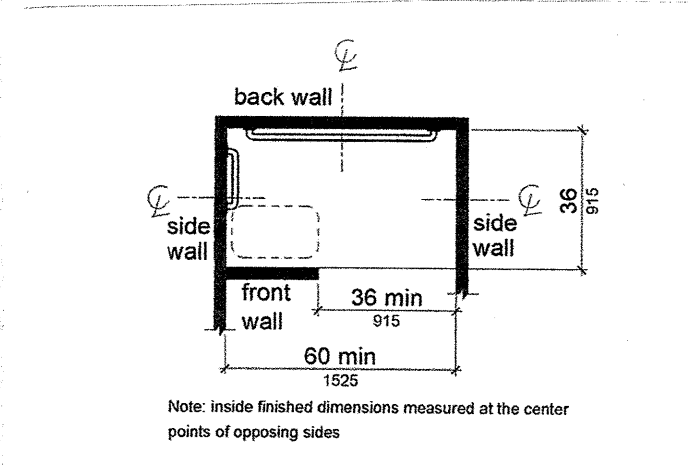
96" min. width access aisle, level (max. slope 1:50 in all directions), located beside the van parking space

Min. 98-inch-high clearance at van parking space, access aisle, and on vehicular route to and from van space

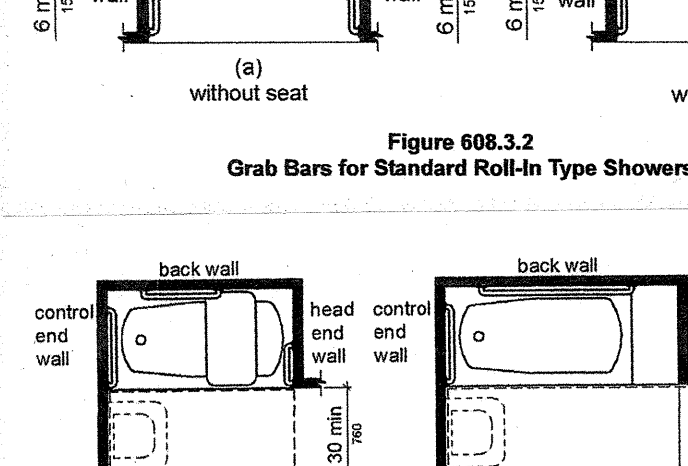
96" min. 2440 96" min. 2440 96" min. 2440

The technical drawing consists of three views of a rectangular base:

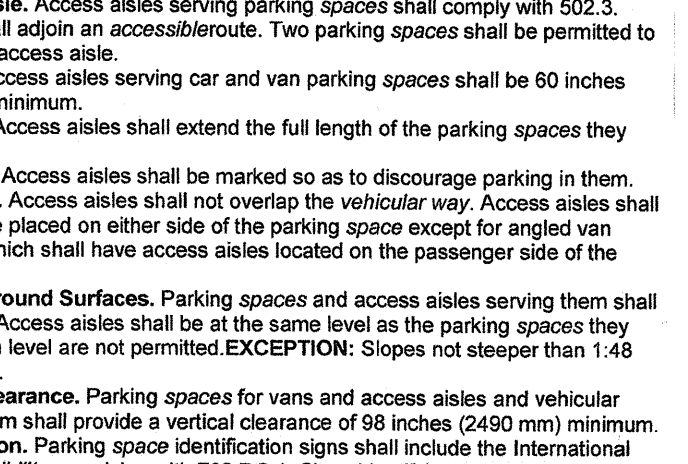
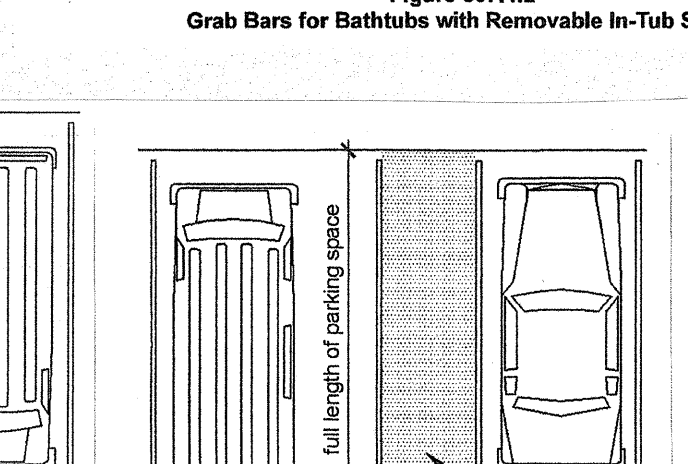
- Top View (Left):** A rectangle with overall width 12 mm and height 10 mm. It features a central horizontal slot with a width of 6 mm and a depth of 7 mm.
- Front View (Bottom Left):** Shows the profile of the base with a total height of 10 mm and a bottom flange thickness of 0.8 mm.
- Section Views (Right):** Two cross-sectional views labeled "SECTION". The top section shows a base with a 10 mm height and a 6 mm wide slot. The bottom section shows a similar base with a 10 mm height and a 6 mm wide slot, but with a different internal profile.



back 18



(a) _____ (b) _____



1. The first step is to identify the key components of the system. This involves understanding the hardware, software, and data involved in the process.

(b) Parallel

FIG. 305.5
POSITION OF CLEAR FLOOR SPACE

(a) Forward Approach

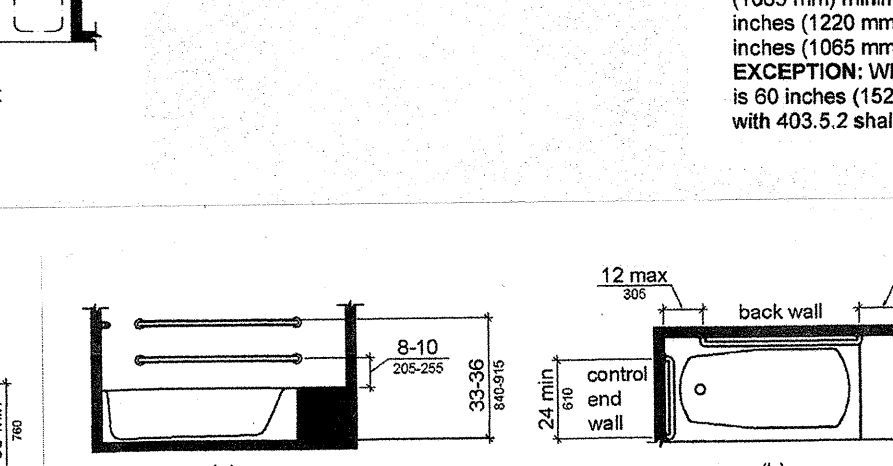
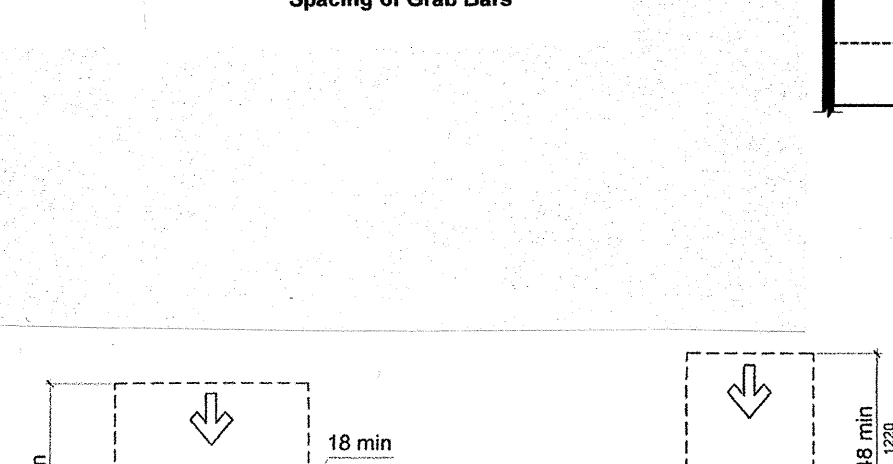


Figure 607.4.1
Grab Bars for Bathtubs with Permanent Seats



The diagram illustrates a two-dimensional lattice structure. A central point is connected to its four nearest neighbors by solid lines. A dashed line forms a square around a central point. Arrows indicate directions of movement or transitions between points.

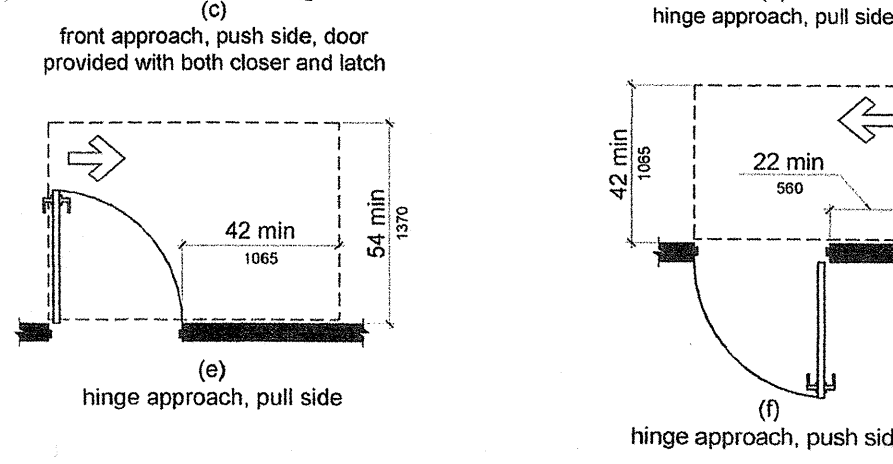


Figure 404.2.3
Clear Width of Doorways

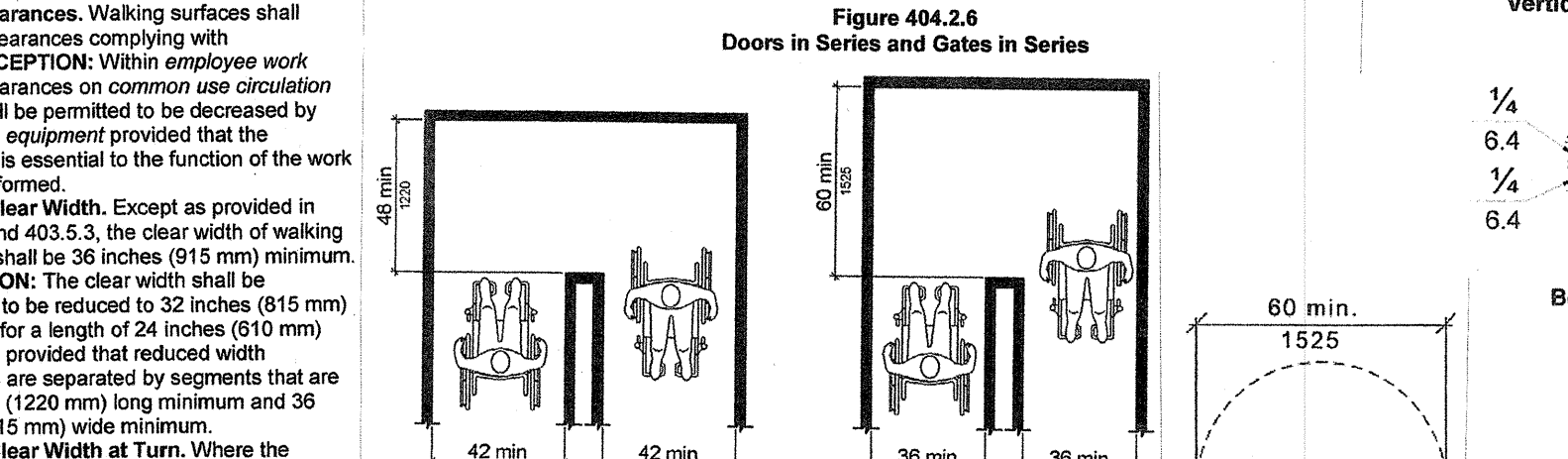
(a) hinged door

(b) sliding door

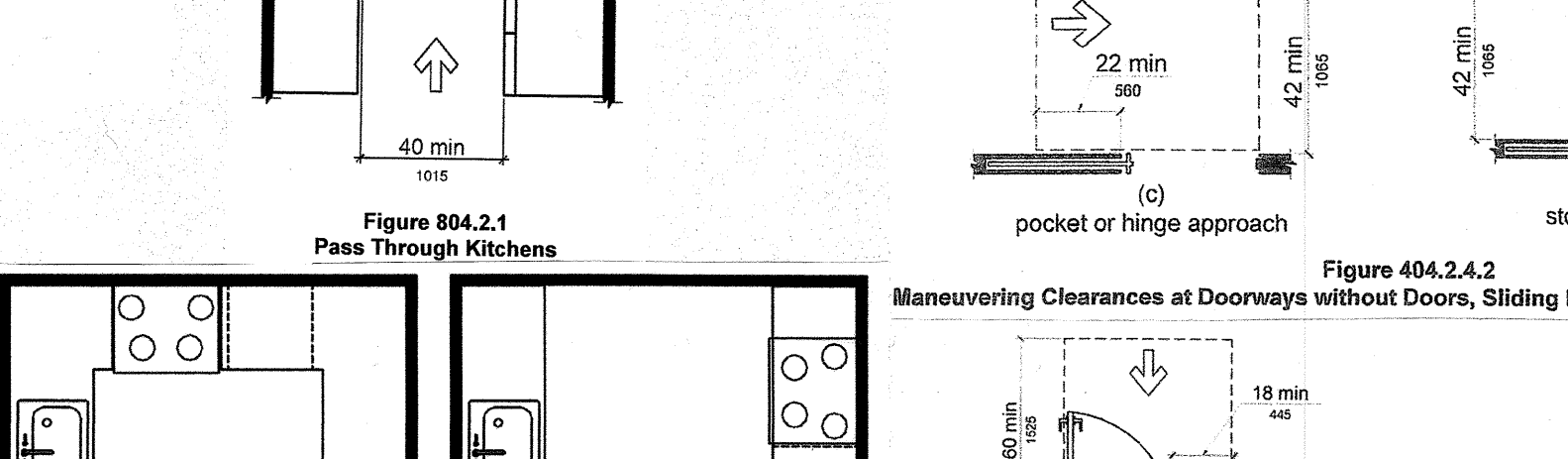
(c) folding door

404.3.1 Clear Width: Doorways shall provide openings (615 mm) minimum, power-off mode. The automatic door system based on the clear leaves in the open position.

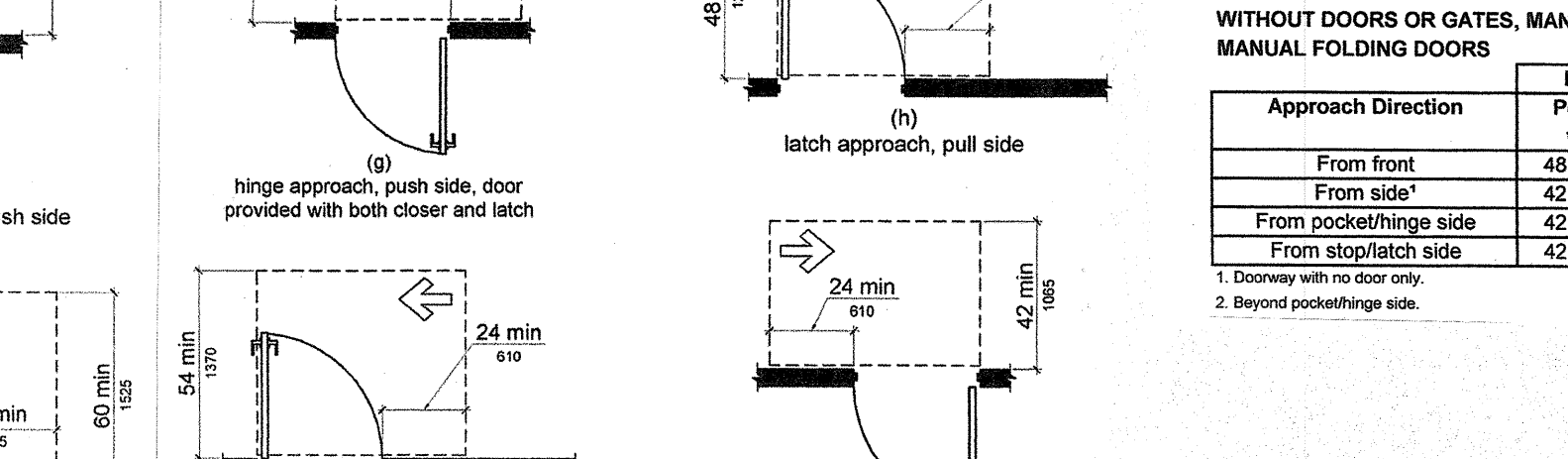
404.2.3 Clear Width: openings shall provide openings (615 mm) minimum doorways with swing measured between stop, with the door open more than 24 inches provide a clear opening minimum. There shall required clear opening (668 mm) with the door open more than 24 inches.



(a) $\lambda = 48$
1220



(a)



pull side latch approach, pull side, door provided with closer latch approach, push side

2. Add 6 inches (150 mm) if closer and latch are provided.

3. Beyond hinge side.

4. Add 6 inches (150 mm) if closer is provided.

ATTACHMENT B: *Technical Specifications*

SECTION 1 General Requirements

1.01 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL

Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furbished condition and shall meet the quality standards set forth by in this document. In the absence of definitive quality standards, the contractor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

1.02 WOOD PRODUCTS

- A. Particle board, strawboard, and plywood materials used shall be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space shall not exceed 0.016 parts per million (ppm) of formaldehyde.
- B. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

1.03 DEMOLITION

The contractor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the District's requirements.

1.04 CEILINGS

Contractor is responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the improvements. The Contractor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

1.05 FLOOR COVERING AND PERIMETERS

- A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.
- B. Any alternate flooring must be pre-approved by the Contracting Officer.

1.06 DRINKING FOUNTAINS

The Contractor shall provide a drinking fountain with chilled potable water. The fountain shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard.

1.07 HEATING, VENTILATION, AND AIR CONDITIONING

- A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all common areas.
- B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

- C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.
- D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to occupancy to avoid contamination from construction dust and other airborne particulates.
- E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

1.08 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT

- A. Sufficient space shall be provided for the purposes of terminating telecommunications service into the Building. Space shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.
- B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 - 1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
 - 2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
 - 3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
 - 4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.
- C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

1.09 LIGHTING: INTERIOR

- A. INTERIOR FIXTURES: High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long.
- B. OCCUPANCY/VACANCY SENSORS: The Contractor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shutdown the building at the end of the workday.

1.10 INDOOR AIR QUALITY DURING CONSTRUCTION

- A. The Contractor shall provide to the District safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes

for wood surfaces, janitorial cleaning products, and pest control products.

- B. Where demolition or construction work occurs adjacent to occupied Space, the Contractor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants.
- C. HVAC during Construction: If air handlers are used during construction, the Contractor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.
 - A. Flush-Out Procedure:
 - 1. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.
 - 2. Prior to occupancy, Contractor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.
 - 3. If the Contracting Officer determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4270 liters of outdoor air per square meter) has been delivered to the space.

SECTION 2 TENANT IMPROVEMENT COMPONENTS

2.01 TENANT IMPROVEMENT COMPONENTS

The requirements under these paragraphs shall pertain to tenant improvements (TI):

- DOORS: INTERIOR
- DOORS: HARDWARE
- PARTITIONS; SUBDIVIDING
- HEATING AND AIR CONDITIONING
- ELECTRICAL: DISTRIBUTION
- LIGHTING: INTERIOR

2.02 DOORS: SUITE ENTRY

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Contract Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint finish that does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

2.03 DOORS: INTERIOR

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint and which does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

2.04 DOORS: HARDWARE

Doors shall have door handles or door pulls with heavyweight hinges. The Contractor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the District.

2.05 DOORS: IDENTIFICATION

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Contracting Officer.

2.06 PARTITIONS: SUBDIVIDING

- A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Contractor at locations to be determined by the District in attached plans. They shall have a flame spread rating of 25 or less and a smoke

development rating of 450 or less (ASTM E-84).

- B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
- C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.
- D. Partitioning requirements may be satisfied with existing partitions if they meet standards and layout requirements.

2.07 PAINTING

- A. Prior to acceptance, all surfaces within the Space which are designated for painting shall be newly finished in colors and type of paint acceptable to the District.

2.08 FLOOR COVERINGS AND PERIMETERS

- A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

- B. Specifications for Carpet to be Newly Installed or Replaced

1. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.
2. Performance requirements for broadloom and modular tile:
 - a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
 - b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
 - c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
 - d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

NOTE: Testing must be performed in a NVLAP accredited laboratory.

3. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors and lobbies. The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.
4. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the Contracting Officer.

5. Warranty. Submit a copy of the manufacturer's standard warranty to the Contracting Officer within the first 60 days of occupancy. The District is to be a beneficiary of the terms of this warranty.

2.09 HEATING AND AIR CONDITIONING

- A. Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned.

2.10 ELECTRICAL: DISTRIBUTION

- A. All electrical, telephone, and data outlets within the Space shall be installed in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.
- B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.
- C. The Contractor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the District.

Section 3 USDA Service Center Ellensburg, Kittitas County, Washington

FSA and NRCS Agency Specific Requirements

The Agency Specific Requirements (ASR's) do not reduce the minimum requirements. These ASR's provide specific agency requirements, which may be complementary, more specific, or more stringent than those of the minimum requirements. In case of conflicting information with the agency specific requirements, contact the Contracting Officer for clarification.

3.01 USDA SUITE & ROOM REQUIREMENTS:

When multiple suites for multiple agencies are in the same building each suite shall be lockable but allowing each agency to have access to the shared storage areas, restrooms, and the IT room.

- A. **GENERAL OFFICE AREA:** Throughout the space provide manual lighting control. Provide Modular Carpet, Agency color approved wall paint, 4-inch rubber base cove on carpeted areas and tiled areas. Provide acoustical sound deadening ceiling tile throughout.
- B. **PRIVATE OFFICE AREA:** Shall have exterior windows with contractor provided horizontal blinds. Doors shall be solid core and lockable. Lighting in these rooms shall be on a separate switch and motion detector. Coordinate VoIP Phone/Data installation with OCIO. Provide four (duplex) power outlets at work surface height and one (4-plex) data port in each enclosed office. Wall mounted power outlet shall be mounted at 18 inches AFF to centerline, unless noted otherwise in each enclosed office.
- C. **OPEN WORKSTATIONS:** There shall be two (2) 48 sf workstations located within each of the two open work areas. Coordination among the Contractor and the Design Team and Government's Furniture Provider is necessary to avoid "Pig Tails" that provide electrical and data connecting ability. Provide 4 duplex power outlets at work surface height and 2 additional power outlets below work surface. Provide a (4-plex) data ports at work surface height. Provide access to daylight with ability to control glare (e.g., blinds).
- D. **CONFERENCE/CONSULTATION ROOM:** Meeting rooms shall be used for large meetings, tele/video conferencing, and training as well as presentations. Provide for Electrical and OCIO data capability preferably in floor level with the floor (no monuments or power poles). Provide supports for and install Tenant provided Video and Sound webinar equipment and Monitor. Wall Mounted power outlets shall be mounted at 18" AFF to centerline, unless noted otherwise. Provide Concealed venting for A/V in wall to plenum above, if required. Coordinate with OCIO IT for installation of 4-data outlets in this room. Contractor provided Adjustable Horizontal Blinds for all windows and sidelights.

3.02 USDA/OCIO/ITS REQUIREMENTS

A. SPECIFICATIONS FOR THE ADP ROOM

1. **Square Footage.** The ADP/computer room shall be a minimum of 75 square feet and a maximum of 100 square feet. The configuration of the room shall allow a three-foot clearance around equipment.
2. **Doors.** The number of entrances to the ADP room will be kept to a minimum as required by local fire code. Every entrance into an ADP room must be a metal clad or solid core, lockable door. A managed process will be utilized to control all access to the room. The process can be electronic or manual (key access). One key or code will be assigned to an individual from each service center agency (SCA). All computer room doors shall be removed from the master key

system of the facility. Exterior doors must have either interior hinges or exterior hinges with non-removable pins.

3. Windows. There shall be **NO WINDOWS** in the ADP room, even if a portion of the room has exterior walls.

4. Flooring. The flooring shall be anti-static hard surface; no carpet.

5. Walls. Walls of the ADP room shall extend from the structural floor slab to the structural ceiling slab with sound transmission class 40 or better.

6. Temperature and Humidity. The ADP room shall be cooled at all times. The ambient room temperature shall be maintained between 65° to 78°F (18° to 26°C). The ambient relative humidity levels shall be maintained between 35% and 55%. The temperature and humidity controls shall be managed within the room, including point of contacts for emergency situations. The ADP room shall have access to temperature readings within the space. Air conditioning must be controlled on the weekends as needed to maintain the minimum temperature in the room.

7. Design Approval. ADP (computer) room floor plans must be provided to and approved by the Contracting Officer prior to beginning construction. The plans must include the locations of all phone jacks, data ports, and electrical outlets.

8. Electrical Power. Where possible, the capability of shutting off power to an information system component that may be malfunctioning or threatened without endangering personnel by requiring them to approach the equipment shall be included in new or refurbished ADP rooms.

B. DEDICATED ELECTRICAL CIRCUITS AND OUTLETS FOR ADP EQUIPMENT

1. ADP Room and Demarcation Point Circuits: Provide and install dedicated electrical circuits with isolated grounds in the computer room. Dedicated circuits must be 110 volt, 20-amp standard three-prong circuits with true earth ground terminated into orange or other uniquely marked (computer use only) duplex outlets. Provide and install duplex outlets for each dedicated electrical circuit in the computer room and any distribution closets. One dedicated outlet for the explicit use of USDA/OCIO/CEC should also be provided at the demarcation point. The main electrical panel for the computer/voice equipment will be properly grounded.

2. General Office Space Circuits: Provide enough dedicated electrical circuits and multiple outlets at designated locations throughout the service center to accommodate workstations, copiers, etc.

3. Electrical Requirements for Uninterruptible Power Supply (UPS) Circuit: All CEC network equipment in the computer room is required to be connected to a UPS.

4. Number and Type of Circuits: There will be a minimum of one 120 volt, 30-amp minimum with true ground, terminated into a twisting-lock NEMA L5-30R receptacle. Each dedicated circuit must have insulated, isolated earth ground; conduit ground is not acceptable.

5. Location of the UPS receptacle: The receptacle will be located within a maximum of 4.5 feet from the back of the computer room wiring cabinet.

C. PLYWOOD

One sheet of ¾ inch 4 x 4-foot plywood or equivalent open space on an existing backboard,

shall be vertically mounted on the wall at the internal demarcation point within 3-feet of an electrical outlet. The backboard should be attached to the wall using correct mounting hardware and procedures. If the wall is sheet-rocked, attach the backboard to the studs. If the wall is concrete, attach the backboard using anchors. The backboard should be painted with fire retardant paint the same color as the interior walls of the building.

D. DEMARCATION POINT (D-MARK)

1. When possible, all telecommunication company demarcation points should be internal to the building. The lessor is responsible for ensuring there is a route available for any extended demark need from the building demark to the USDA ADP room. Any demarcation extension should be coordinated with TSD and the sponsoring agency to ensure the work is properly sourced and funded.
2. A 4-inch conduit with pull cable for the explicit use of USDA should be installed from the demarcation point to the USDA ADP (Computer) Room.
3. For any analog Plain Old Telephone Service (POTS) lines delivered to the office, extend them from the demark to the extended demark at the computer room and utilize 6P4C surface mount jacks to accommodate RJ11 cables, such as the following:



E. Distribution Closets and Cable Pathways

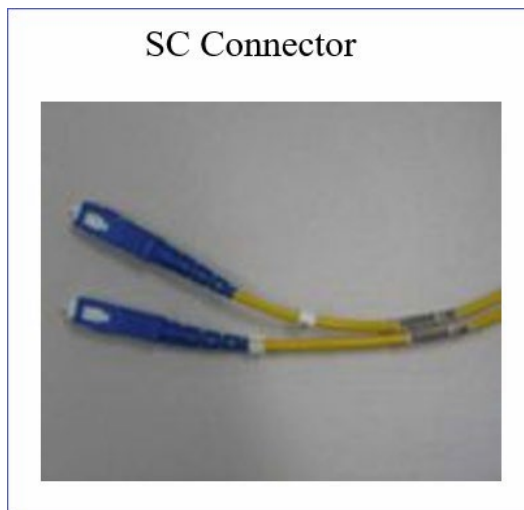
1. For the standard service center, data cabling may traverse non-USDA space (for example, in the space above a drop ceiling) without any special protection (conduit, etc.). Any exceptions to this will be identified site-specifically by the TSD GM.
2. Data cabling may terminate in USDA or USDA partner space. If any space changes definition (for example, a USDA office is discontinued without the entire location being closed, and the abandoned space is leased to a non-USDA tenant), the USDA cable terminations must be removed from the now, non-USDA space.
3. When multiple buildings are to be connected as part of one cable plant, the connection is to be run via fiber optic cable.
4. When cable consists of multiple runs, the facility owner shall provide cable trays or J-hooks to ensure that the cable does not come into contact with the suspended ceiling.

F. DATA CABLING/TELECOMMUNICATIONS

1. All new installations will use Category (Cat) 6 Ethernet cabling or higher and will meet local building codes. Exceptions: Minor renovations to buildings that currently contain Cat 5 cable and terminations may continue to do so. However, all substantial additions to or replacements of existing wiring should be replaced with Cat 6 where possible.
2. Cat 5 cabling is unsuitable for Ethernet speeds above 100 Mb/sec and for office Wireless Access Points (WAPs). So, all cabling specifically for WAPs must use Cat 6. In

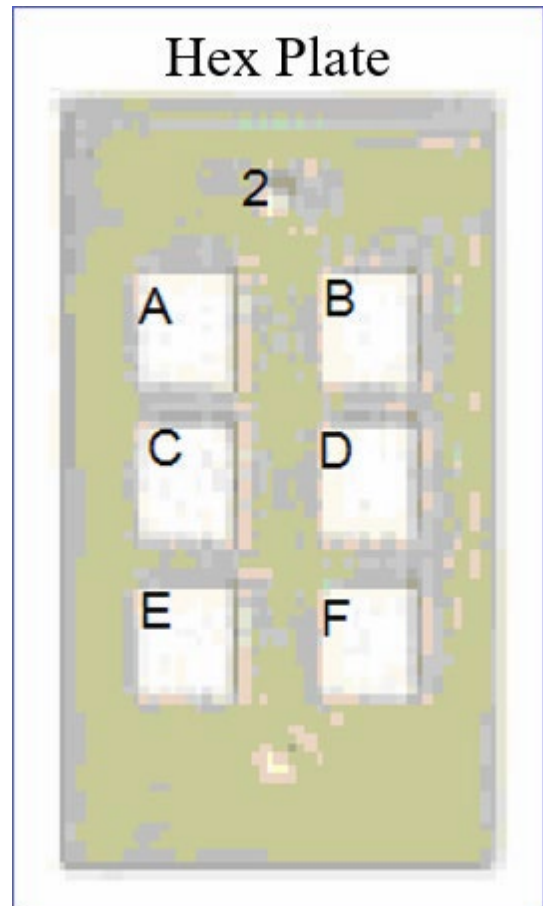
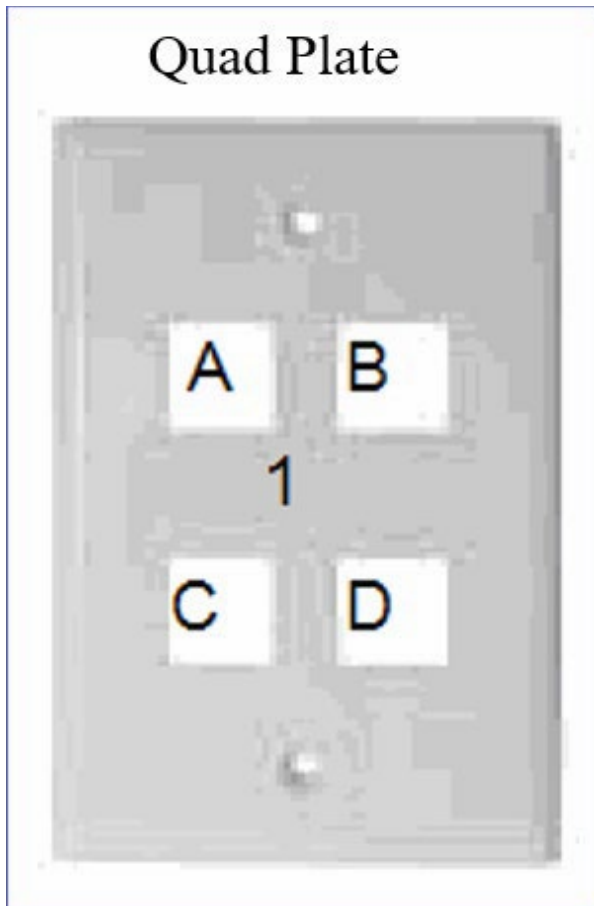
addition, when a move or renovation leads to an upgrade of an office to Cat 6, the patch cables in the ADP room must be replaced with Cat 6 compliant cables as well.

3. Copper Cable Installation: All data cable and voice cables shall be terminated with Cat 6 compliant terminations (patch panels, wall outlets, etc.). Upon completion, it shall be tested and certified by the installer to ensure it is operational and within compliance of the reference documents. Finally, if occupying space with existing cabling, it should still be tested and certified to comply with the reference documents as well.
4. Data Fiber Cable Installation: All strands of each fiber cable shall be terminated at each end of the cable, with either Straight Tip (ST) or Standard Connector (SC) connectors, as appropriate to the related equipment interface connector, and will be conveyed to the selected cable contractor upon request.



Note: Supply several sets of fiber patch cords that should not only serve immediate switch connection concerns but allow for possible switch update connections in the future. The unused fiber patch cables will be kept in reserve at this site.

5. Wall Input/Output (I/O) Face Plates for Work Areas: Work areas will have a dual, quad, or hex outlet plate with corresponding RJ-45 connectors (see diagram below) or integrated into modular furniture. Extra outlet plate connectors will also be required in some common areas. All drops will be identified and numbered on the office floor plan prior to installation. The other end will be punched down on an RJ-45/110-type patch panel in the ADP room wiring cabinet. Each dual, quad, or hex plate must be labeled with the workstation number (1, 2, etc.) and the A, B, C etc. format. Each connection must be identified as (1A, 1B, 2A, 2B, etc.) on the corresponding patch panel location.



IV. LAN/WAN/VOICE CABINET

1. The Government will provide the LAN/WAN/Voice cabinet, and a cable installation contractor will provide and install the wiring, cabling, and patch panels in the cabinet as specified by the TSD GM. Patch panels will be RJ-45/110 type and appropriately sized, based upon the number of outlet plates. A wire service loop that will allow the cabinet to freely move a minimum of six feet in any direction will be installed by the cable installation contractor as part of the cable installation. The RJ-45/110 type patch panel must be mounted in the cabinet in the place designated by the TSD GM.

Note: Though not recommended, the patch panels may be installed on the plywood board and the cabling terminated into them only if required by the lessor.
2. Where patch panel size and equipment requirements have grown beyond the capacity of a single cabinet, racks or additional cabinets may be used. However, any additional racks or cabinets need to follow similar specifications as that original equipment.
3. Distribution points that have smaller equipment requirements (for example, a single 24-port switch) can utilize half-height or wall mounted racks, rather than full, floor standing cabinets. However, this equipment still should be secured and protected in some sort of cabinet.

SECTION 4 BID ITEM DESCRIPTION AND PAYMENT BASIS

The Bid Item descriptions below are intended to clarify the work required. Specifications stated in previous sections apply whether mentioned here or not. Items paid by lump sum include all work necessary to meet the space modifications, where mentioned specifically here or not.

4.01 General

1. Mobilization

Measurement for payment for mobilization shall be on a lump sum all required basis. The amount for mobilization shall not exceed 5 percent of the total bid price. Payment shall be made at the lump sum price stated in the Bid Schedule for "Mobilization/Demobilization." Seventy-five percent of the bid amount for mobilization/demobilization will be made on the first payment request and the remaining 25 percent of the bid amount will be paid on the final payment request.

4.02 Suite 1 Modifications

2. Demolition of existing interior walls

Measurement and payment for demolition shall be on a lump sum all required basis. The work shall include all labor, materials, and equipment required to demolish existing interior walls in Suite 1 as identified in the plans. Some materials (including doors) are eligible for re-use if approved by the Contracting Officer.

3. Construction of Conference room

Measurement and payment for construction of the conference room shall be on a lump sum all required basis. The work shall include all labor, materials, and equipment required to construct a new north wall with a door to access hallway; enclose the existing bathroom door and construct and install new door into Suite 2 for bathroom access; modify the ceiling system, electrical, and HVAC as needed; and install data/telecommunication ports connected to both the KCCD and the USDA server rooms.

4. Construction of Office Spaces

Measurement and payment for construction of the office spaces shall be on a lump sum all required basis. The work shall include all labor, materials, and equipment required to construct new walls; install two (2) doors (one of which may be glass door from Suite 6 and the other repurposed from Suite 1); modify the ceiling system, electrical, and HVAC; construct new opening into Suite 2; and install one duplex data/telephone port in each office connected to the KCCD server room.

5. Window Treatments – Conference Room

Measurement and payment for window treatments will be on a per window basis. The work shall include all labor, materials, and equipment required to install window treatments that are horizontal blinds matching those currently in the front office of Suite 6.

6. Paint - Conference Room

Measurement and payment for wall paint shall be on a lump sum all required basis. The work shall include all labor, materials, and equipment required apply the selected paint color to all interior walls of the Conference Room.

7. Paint – Hallway, Office Spaces

Measurement and payment for wall paint shall be on a lump sum all required basis. The work shall include all labor, materials, and equipment required apply the selected paint color to all interior walls of the office spaces and the new hallway.

8. Flooring – Hallway, Office Spaces

Measurement and payment for flooring shall be on a per square foot basis. The work shall include all labor, materials, and equipment required for carpet installation in both offices and the hallway to Suite 2.

9. Flooring – Conference Room

Measurement and payment for flooring shall be on a per square foot basis. The work shall include all labor, materials, and equipment required for carpet installation in conference room and tile at the entryway (replace existing with high quality tile similar to entryway of Suite 4).

4.03 Suite 3 – Breakroom and Restroom Modifications

10. Drinking Fountain Installation

Measurement and payment for the drinking fountain shall be on a lump sum all required basis. The work shall include all labor, materials, and equipment required to install a drinking fountain in the break room area of Suite 2.

11. Bathroom Modifications

Measurement and payment for bathroom modifications shall be on a lump sum all required basis. The work shall include all labor, materials, and equipment required to move the bathroom's entry door from its east wall to its south wall; and modify the interior floor and wall finishes (tile, paint, etc.) of the bathroom and the entryway to the bathroom.

4.04 Suite 5 & 6 Modifications

12. Demolition of existing interior walls

Measurement and payment for demolition shall be on a lump sum all required basis. The work shall include all labor, materials, and equipment required to demolish existing interior walls in Suite 5 and Suite 6 as identified in the plans. Some materials (including doors) are eligible for re-use if approved by the Contracting Officer.

13. Construction of Office Spaces

Measurement and payment for wall paint shall be on a lump sum all required basis. The work shall include all labor, materials, and equipment required for:

- a) Construction of walls for the open and private office spaces including modifications of the ceiling system, electrical and HVAC as required
- b) Three (3) new light fixtures (two in FSA office and one in storage).
- c) Installation of all needed data/telecommunications cabling connecting to the USDA server room and/or mechanical room.
- d) Door Installations – There are seven existing doors in Suites 5 and 6 that must be modified. The glass doors from the hallway into the office spaces and in the hallway between Suite 4 and Suite 5 must be replaced with solid core doors. The one private office space may have a glass door. In all, there are enough doors in the building available for reuse that only one solid core door must be supplied by the contractor for this item. All doors (repurposed or new) must meet the requirements of Section 2.
- e) Mechanical Room – The door to the existing mechanical room will be modified to meet the requirements in Section 2.
- f) Temporary relocation of the USDA staff occupying these Suites to another location in the building must occur, including moving furniture and ensuring access to data and telecommunications. Upon completion, the staff and furniture must be moved back into Suites 5 and 6.

14. Flooring – Hallways and Office Space

Measurement and payment for flooring shall be on a per square foot basis. The work shall

include all labor, materials, and equipment required for carpet installation in open office space, private office, storage room and hallways and tile installation in the entryway similar to the entryway of Suite 4.

15. Paint Hallways and Office Space

Measurement and payment for wall paint shall be on a lump sum all required basis. The work shall include all labor, materials, and equipment required to apply the chosen paint color will be to all walls of Suites 5 and 6 (including the hallways and restroom).

16. Window Treatments

Measurement and payment for window treatments will be on a per window basis. The work shall include all labor, materials, and equipment required to install window treatments that are horizontal blinds matching those currently in the front office of Suite 6. This includes four windows on the north wall of the building and one on the west wall.

17. ADP Room (Server Room) Construction

Measurement and payment for construction of the ADP Room shall be on a lump sum all required basis. The work shall include all labor, materials, and equipment required for the ADP room as described in Section 3.02, except the dedicated Air Conditioning unit.

18. ADP Room (Server Room) Dedicated Air Conditioning Unit

Measurement and payment for construction of the dedicated Air Conditioning unit shall be on a lump sum all required basis. The work shall include all labor, materials, and equipment required to install a dedicated AC unit that achieves Section 3.02 A) 6) above.

4.05 Suite 5 & 6 Modifications

19. Paint

Measurement and payment for wall paint shall be on a lump sum all required basis. The work shall include all labor, materials, and equipment required to apply the chosen paint color will be to all walls of Suites 2, 3, and 4. This is an additional bid item that may be selected if District funding is available.

20. Flooring

Measurement and payment for flooring shall be on a per square foot basis. The work shall include all labor, materials, and equipment required for carpet installation in the remainder of Suites 2, 3 and 4 (current District occupied space); except for the District Server room where an anti-static hard surface would be installed. This is an additional bid item that may be selected if District funding is available.

SECTION 5 DESIGN, CONSTRUCTION, AND POST AWARD SPECIFICATIONS

5.01 CONSTRUCTION SCHEDULE AND SEQUENCE

A. Construction of the improvements must be sequenced in a manner that allows the current USDA tenants to continue to occupy space in the building. The Contractor must provide a schedule and a sequencing plan for approval by the Contracting Officer. The sequencing plan will include relocation of the USDA tenants (including furniture and access to data/telecommunications) while construction of improvements in their current space occurs. A suggested plan is to complete the improvements to Suite 1, move the USDA staff to that location, and then complete the improvements to Suites 5 and 6. The Contracting Officer will consider

5.02 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY

A. Ten (10) Working Days prior to the completion of the Space, the Contractor shall issue written notice to the District to schedule the inspection of the Space for acceptance. The District shall accept the Space only if the construction of the TIs conforms to this contract are substantially complete and a Certificate of Occupancy (C of O), if necessary, has been issued.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the District's enjoyment of the Space. Acceptance shall be final, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Contractor of any other contract requirements.

ATTACHMENT C: *Schedule of Prevailing Wage*

The KCCD Building and Tenant Improvements is a public work funded by the Kittitas County Conservation District.

Washington State prevailing wages rates apply. Prevailing wage rates are available here: <https://lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> .