

FORMAL BID 2024-020

KITSAP COUNTY PUBLIC WORKS DEPARTMENT, SOLID WASTE DIVISION

FOR

SILVERDALE RECYCLING & GARBAGE FACILITY
WASTE CONTAINER RAIL TRACK REPAIRS

RESPONSE DEADLINE: WEDNESDAY, MAY 1, 2024 AT 2:00 P.M.



CERTIFICATE PAGE

Kitsap County Public Works Solid Waste Division

SILVERDALE RECYCLING & GARBAGE FACILITY WASTE CONTAINER RAIL TRACK REPAIRS

The engineering material and data contained in the Plans and Specifications were prepared under the supervision and direction of the undersigned, whose seal as a registered professional engineer is affixed below.

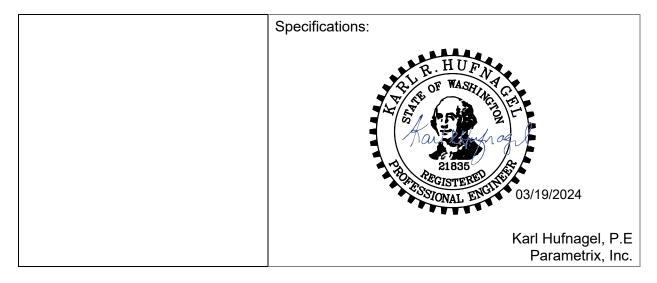




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INVITATION TO BID FORMAL BID 2024-020

KITSAP COUNTY PUBLIC WORKS SOLID WASTE DIVISION SILVERDALE RECYCLING & GARBAGE FACILITY WASTE CONTAINER RAIL TRACK REPAIRS

BID SUBMISSION DATE & TIME: WEDNESDAY, MAY 1, 2024 AT 2:00 P.M.

SUBMISSION VIA USPS DELIVERY: Kitsap County Purchasing Office Attn: Glen McNeill, Purchasing Agent

614 Division Street, MS-7

Port Orchard, Washington 98366

SUBMISSION VIA COURIER OR HAND DELIVERY:

Kitsap County Administration Building

Purchasing Office, 4th Floor

Attn: Glen McNeill, Purchasing Agent

619 Division Street

Port Orchard, Washington 98366

BID OPENING TIME & LOCATION: WEDNESDAY, MAY 1, 2024 AT 2:00 P.M.

Kitsap County Administration Building Commissioners Chambers, 3rd Floor

619 Division Street

Port Orchard, Washington 98366

MANDATORY SITE VISIT: WEDNESDAY, APRIL 10, 2024 AT 9:30 A.M.

MANDATORY SITE VISIT LOCATION:

Kitsap County

Silverdale Recycling & Garbage Facility

8843 NW Dickey Road

Silverdale, Washington 98383

PROJECT WORK SITE:

Kitsap County

Silverdale Recycling & Garbage Facility

8843 NW Dickey Road

Silverdale, Washington 98383

ENGINEERS ESTIMATE: \$203,800.00

WRITTEN QUESTIONS DUE: WEDNESDAY, APRIL 17, 2024 AT 12:00 P.M.

Via email only to Purchasing Agent

PURCHASING AGENT: Glen McNeill, Purchasing Agent

Phone: (360) 337-4789

Email: purchasing@kitsap.gov

Website: www.kitsapgov.com/das/Pages/Online-Bids.aspx

The Kitsap County Board of Commissioners will receive sealed bids for the **SILVERDALE RECYCLING & GARBAGE FACILITY WASTE CONTAINER RAIL TRACK REPAIRS** until the time and date indicated above. Bids received before the deadline will be publicly opened and read aloud at the location described above. Instructions for the delivery of bids are contained in this Invitation to Bid for the Project. Prospective Bidders are hereby notified that they are solely responsible for ensuring timely delivery of their bid to the Kitsap County Purchasing Office on or before the bid submission date and time indicated above.

The principal items or elements of construction include:

- 1. Full installation of container guide tracks for two (2) municipal solid waste (MSW) sheds including demolition of existing tracks, new structural steel tracks, cementitious grout, and track appurtenances.
- 2. Refurbishment and maintenance of concrete on existing container guide tracks for one (1) MSW shed, including fill in of abandoned track area.
- 3. Installation of pre-engineered trench drains and catch basins.
- 4. Electric service is not available at the MSW sheds. MSW sheds have limited access to water connections.
- 5. MSW sheds can only be closed for nine (9) working days at a time and work must be limited to one (1) shed at a time.
- 6. Removal of MSW containers from the MSW sheds must be coordinated with the County's contracted MSW hauler prior to beginning work.

INSTRUCTIONS:

<u>SITE VISIT</u>. A mandatory pre-bid site visit will be held at the location described above. The purpose of this site visit is to familiarize bidders with the environment in which the services under this solicitation will be provided. This will be the only tour of the site and facilities.

Attendees are encouraged to RSVP for the pre-bid site visit with the Purchasing Agent. Attendance is limited to a maximum of two (2) representatives from each bid team. Attendees planning to attend shall submit the full name of attendees in writing via email to the Purchasing Agent a minimum 24-hours in advance. Personal protective equipment (PPE), including safety vests and closed-toe shoes, must be worn by all attendees. Those attending should provide their own PPE for the pre-bid site visit.

Oral statements or instructions made during the pre-bid site visit will not constitute an amendment to this solicitation. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy must be submitted in writing via email to the Purchasing Agent.

<u>COMMUNICATION</u>. All communication concerning this solicitation, including but not limited to questions about the bid process, the contract terms and conditions, how to obtain copies of the bid documents, and/or questions resulting from attendance at the pre-bid site visit, must be directed *in writing via email only* to the Purchasing Agent at <u>purchasing@kitsap.gov</u>. Questions will be accepted until 12:00 P.M. on Wednesday, April 17, 2024. All correspondence related to this solicitation should refer to the solicitation number and page. Bidders are responsible for asking any questions they may have; failure to do so will not relieve the Bidders of any responsibilities under this solicitation or any subsequent contract. Bidders may only rely on written

answers issued by the Purchasing Agent. Substantive questions and answers will be posted as addenda on the Kitsap County website. It is the responsibility of the bidder to assure that they received responses to questions if any are issued. *Oral communications are unofficial and nonbinding on the County.* Questions to or communications with other Kitsap County staff may disqualify bidders from the evaluation process. Bid documents may be found on the Kitsap County website www.kitsapgov.com/das/Pages/Online-Bids.aspx.

<u>ADDENDA</u>. The County will issue a written addendum if it changes, revises, deletes, clarifies, increases, or otherwise modifies the solicitation. All addenda and appendices will be published on the Kitsap County website. It is the bidder's responsibility to check for addenda and appendices. Bidders shall acknowledge receipt of all addenda and complete and submit all solicitation appendices with the offer. Bidders that do not comply with this section may be rejected as non-responsive.

<u>SUBMISSION</u>. Each bid proposal shall be submitted in hard copy format, completely sealed in a separate envelope, properly addressed as stated above, with the name and address of the bidder and the name of the project and solicitation number plainly written on the outside of the envelope. **Four (4)** paper copies of the bid proposal must be provided.

All bids shall be accompanied by:

- County Bid Proposal as published in Invitation to Bid
- Signed acknowledgment of receipt of all addenda
- Surety company Bid Bond on an approved form, certified check, or cashier's check payable to Kitsap County in an amount not less than five percent (5%) of the Bid Proposal
- Subcontractor's List
- Bidder Information
 - Bidder Responsibility Checklist
 - Subcontractor Responsibility Checklist
 - Project References
- Non-Collusion Affidavit
- Certification of Compliance with Wage Payment Statutes

All of the above items must be complete in all respects, including signatures (notarized where required). Kitsap County reserves the right to award the bid in a manner and on a basis which will best serve the County, taking into consideration the Bidder Responsibility Statement included with the bids, the requirements of the Project Specifications herein, the Contract Documents, and applicable procurement law.

<u>WAIVERS AND REJECTION</u>. Kitsap County reserves the right to reject any and all bids and to waive informalities or irregularities. Bids received after the time set for submission of bids will not be considered. The County in its sole discretion also retains the absolute right without penalty to withdraw and/or amend all or any portion of this solicitation at any time, for any reason and no reason, up to contract execution. If there is any conflict between amendments, or between an

amendment and the solicitation documents, whichever document was issued last in time shall control. The County may at any time reject all or part of any offer as non-responsive for any of the following reasons: 1) late or incomplete offer; 2) noncompliance with any part of the solicitation; 3) inaccurate, misleading, exaggerated, or false information; or 4) failure to respond to every solicitation item or to provide all information requested.

Bids are likely to be rejected if the lowest, responsible, responsive Bid received exceeds the Engineer's estimate by an unreasonable amount.

<u>WITHDRAWAL OF BID</u>. Bidders may modify or withdraw a submitted bid prior to the due date and time. A request to modify or withdraw must be in writing, signed by an authorized representative of the bidder, and submitted to the Purchasing Agent. Faxed withdrawals will NOT be accepted. A withdrawn bid may be resubmitted prior to the offer due date and time. Negligence in preparing a bid confers no right of withdrawal or modification after the due date and time.

<u>BOND FORFEIT</u>. Should the successful bidder fail to enter into a contract with the County in accordance with the Bid and furnish all documents and bonds required within the time frames stated in the specifications, the bid proposal deposit or bond shall be forfeited to Kitsap County.

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION. Pursuant to RCW 39.19, it is the policy of Kitsap County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Kitsap County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises. Bidders are encouraged to utilize qualified, local businesses in Kitsap County and Washington State where cost effectiveness is deemed competitive. In addition, bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

<u>LIABILITY FOR ERRORS</u>. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this solicitation is intended to relieve the bidder from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.

<u>PREPARATION COSTS</u>. The County is not liable for any costs incurred by the bidder in preparing, evaluating, submitting, developing, demonstrating, presenting, negotiating, or providing a response, and/or samples for this solicitation. All such activities are done at the bidder's own expense. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

<u>ACCEPTANCE IS NOT BINDING</u>. Acceptance of an offer does not bind the County until the offer is approved by the appropriate County level of authority and a contract is executed by both parties.

BRAND NAMES AND EQUIVALENTS. References to manufacturers, trade names, brand names or catalog numbers in the solicitation are intended to be descriptive, not restrictive, unless otherwise stated, and are intended to indicate the level of quality, design, or performance desired. Any offer which proposes equal or greater quality, design or performance may be considered. Offers based on equivalent products must clearly describe the alternate offered and indicate how it differs from the product specified; and, include complete and sufficient descriptive literature and/or specifications to enable a full and fair determination as to whether the proposed alternate will be equal to or better than the product named in the solicitation. The County has the sole

authority to accept or reject any like item and may require the bidder to provide additional information and/or samples. If the bidder does not specify otherwise, it is understood that the referenced brand will be supplied.

<u>SPECIFICATIONS</u>. The apparent silence of the Specification as to any detail shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made based on this statement.

<u>DESCRIPTIVE LITERATURE</u>. All bids shall include complete manufacturer's descriptive literature regarding the equipment, goods and/or services proposed to be furnished. Literature shall be sufficient in detail to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

<u>CONFLICT OF INTEREST</u>. Bidders shall disclose whether the bidder is an immediate family member of or engaged in any business enterprise with a County employee, or elected or appointed official with authority to award the solicitation. Such disclosure shall be identified in writing in the bid proposal.

GRATUITIES AND KICKBACKS. The bidder and any employee or agent thereof is prohibited from soliciting, accepting, offering, or giving, or agreeing to solicit, accept, offer, or give, any gratuity, service, or reward, including an offer of employment, with the purpose of or in a manner that would influence any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, to influence the content of any specification or procurement standard, or to influence any investigation, audit, proceeding or application, request for ruling, determination on a claim or controversy, or other matter related to or associated with this solicitation.

<u>NOTICE</u>. Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.

<u>REFERENCE CHECKS</u>. The County may conduct reference checks to verify the bidder's past performance. Reference checks indicating poor or failed performance may be cause for rejection. Failure to provide requested reference contact information may result in the bid being non-responsive. The County reserves the right to obtain reference checks, other than those provided by the bidder, relevant to the services to be provided and the prospective working relationship between the County and the bidder.

<u>PERSONNEL</u>. It is essential the bidder provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this solicitation. The bidder agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the County.

PROTESTS. Protests of this solicitation must follow RCW 39.04.105.

BIDDERS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION AND TO REVIEW AND UNDERSTAND THE CONDITIONS, REQUIREMENTS, AND CONTRACTOR RESPONSIBILITIES OUTLINED IN THIS INVITATION TO BID.

BID PROCEDURES AND CONDITIONS

BID PROPOSAL

TO: Kitsap County Board of Commissioners 614 Division Street
Port Orchard, Washington 98366

Board of Commissioners:

The undersigned bidder agrees, if this bid is accepted, to enter into a contract with the County, in the form included herein to perform and furnish the work as specified or indicated in the bidding documents for the bid price and within the bid times indicated in this bid and in accordance with the other terms and conditions of the contract documents.

In submitting this bid, bidder represents, as more fully set forth in the contract, that:

- 1. This bid will remain subject to acceptance for sixty (60) days after the day of bid opening. The County retains the right to request the apparent low bidder extend the award period or adjust their price accordingly. If an adjustment is requested, the County reserves the right to request the same adjustment from other bidders.
- 2. The County has the right to reject this bid.
- 3. Bidder will sign and submit the contract attached hereto with all bonds and other documents required by the bidding requirements within ten (10) days after the date of County's Notice of Award.
- 4. Bidder has examined copies of all the bidding documents.
- 5. Bidder has made sufficient examination and has investigated and is satisfied as to the conditions to be encountered, the character, quantity, quality and scope of work, the quantities and qualities of materials to be supplied and equipment and labor to be used, and the requirements of the contract and proposal submitted, including all addenda for performance of the work.
- 6. Bidder has visited the jobsite and is completely familiar with the existing conditions, concurrently scheduled construction, access, staging and site limitations, and has made allowances for those conditions in their bid.
- 7. Bidder is familiar with all federal, state, and local laws, ordinances and regulations which in any manner might affect those engaged or employed in the work, the materials, equipment, or procedures used in the work, or which in any other way might affect the conduct of the work. The Bidder is assumed to be familiar with such laws and regulations, and no plea of misunderstanding or ignorance of the law will be considered.
- 8. Bidder has correlated the information known to bidder, information and observations obtained from visits to the site, reports and drawings identified in the bidding documents and additional examinations, investigations, explorations, tests, studies, and data with the bidding documents.
- 9. Bidder agrees that the work will be completed within the time period established in the Contract Documents, as defined in the Specifications, from the date of Notice to Proceed.

10. The bidder has determined from careful examination the methods, materials, labor and equipment required to perform the work in full and shall reflect the same in its bid price. If, during the performance of the work, methods, materials, labor or equipment required are beyond those anticipated by the bidder, the Bidder will not be entitled to additional compensation except as may be provided for elsewhere in these specifications.

Bidder has received the following addenda, receipt of which is hereby acknowledged:

DATE	NUMBER	

SUMMARY OF BID DOCUMENTATION:

It is mandatory that each bidder complete and submit with its bid the documentation required by the contract documents, including but not limited to the following:

- 1. Bid Proposal
- 2. Bid Bond
- 3. Subcontractor's List
- 4. Bidder Information
 - a. Bidder Responsibility Checklist
 - b. Subcontractor Responsibility Checklist
 - c. Project References
- Non-Collusion Affidavit Certificate
- 6. Certification of Compliance with Wage Payment Statutes

BASIC BID:

Pursuant to and in compliance with the advertisement for bids and other documents relating thereto, the undersigned Bidder hereby certifies having carefully examined Contract Documents for SILVERDALE RECYCLING & GARBAGE FACILITY WASTE CONTAINER RAIL TRACK REPAIRS as well as conditions affecting the work, and is familiar with the sites; and having made the necessary examinations, hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the work in strict accordance with the bidding and Contract Documents for an amount computed upon the basis of the quantity of work actually performed at the Bid prices set forth herein.

PROPOSAL:

The County seeks bids on removal, fabrication, and installation of container rail tracks for two (2) municipal solid waste (MSW) sheds at the Silverdale Recycling & Garbage Facility (SRAGF) and concrete improvements for a third MSW shed. The rail tracks are permanent facility features that guide the placement and sitting of two (2) 50-yard MSW containers per shed. Further details are provided in the Plans and Specifications.

UNIT PRICES:

The Bidder certifies that the cost of all labor, equipment, plans, materials, including overhead and profit, necessary for proper completion of the work shall be included in the prices for the various bid items. NOTE: UNIT PRICES FOR ALL ITEMS, ALL EXTENSIONS, AND THE TOTAL AMOUNT OF BID MUST BE SHOWN. All prices shall be in legible and written in ink, typed, or computer printed. Erasures, interlineations, or other modifications in the proposal shall be initialed in original blue ink by the authorized person signing the proposal. The proposal shall include: a unit price for each item (omitting digits more than four places to the right of the decimal point); an extension for each unit price (omitting digits more than two places to the right of the decimal point); and the total contract price (the sum of all extensions). Unit prices for all numbers shall be shown in both words and figures. In case of conflict, words shall govern.

SALES TAX:

All work identified in the bid schedule is subject to collection of Washington State sales tax on the Contract Price. Bidders should contact the Washington State Department of Revenue for further clarification of sales tax rules. If the project extends through a sales tax increase, the Contractor will be allowed a commensurate increase in the sales tax and adjustment in the contract amount. However, the County will not adjust payment if the Bidder bases a Bid on a misunderstood tax liability.

DELIVERY:

The total cost shall include all freight, handling, delivery, surcharges, and other incidental charges that may be required to provide the services or deliver the commodities. All prices shall include freight FOB destination, freight included to the designated delivery point. Additional charges such as fuel surcharges will not be accepted by the County. If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment.

ALTERNATES:

The Bidder shall bid on all alternates and/or schedules as they are fully considered in making the award. If a bidder fails to bid an alternate or schedule, or if he or she notes "no bid," it will be construed as meaning that there will be no change in the contract amount and that the alternate or schedule is included in the contract amount. Descriptions for measurement and payment for the following Bid items are included in the Contract Documents.

BID SCHEDULE

SILVERDALE RECYCLING & GARBAGE FACILITY WASTE CONTAINER RAIL TRACK REPAIRS

Item No.	Amount
Demolition of existing guide tracks	\$
New guide tracks and grout	\$
New trench drains and catch basins	\$
4. Fill in of abandoned track depression area	\$
Subtotal	\$
Sales Tax @ 9.2%	\$
Total	\$

AWARD OF SCHEDULES:

The Proposal contains one (1) schedule to assist the County in tracking the costs associated with separate components of the overall project. The intent of the County is to award a Contract for all schedules to the lowest responsive and responsible bidder provided the Bid has been submitted in accordance with the requirements of these specifications. However, the County reserves the right to award any of the schedules singularly or in combination thereof. Failure to complete all schedules in their entirety will result in the bid being non-responsive. The sum of all schedules will be used to determine the lowest responsible bidder.

OPENING OF BIDS:

Bids received prior to the time of opening will be kept unopened and secured until the time of the bid opening as specified in the Invitation to Bid. No bid received thereafter will be considered. No responsibility will attach, and bidders waive any and all complaints against the County, for premature opening of an improperly addressed or identified bid.

At the time and place fixed for the opening of bids, every bid received within appropriate time will be opened and publicly read aloud.

The County reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Invitation to Bid. Postponement notices shall be mailed to bidders in the form of addenda.

The County may reject all bids if they exceed budgeted cost.

CONTRACT AND BOND:

If notified of the acceptance of this bid within sixty (60) days of the time set for opening of bids, the undersigned agrees to execute a contract for the above work, for a compensation computed from the above-stated sums, on the Contract provided herein and to furnish the performance and payment bonds as required.

BID BOND:

It is agreed that if the undersigned fails to execute the Contract and furnish the performance and payment bonds within ten (10) days after written notice of award of Contract, then the Bid Bond shall be retained by the County as liquidated damages. If this bid is not accepted within sixty (60) days after the time set for the opening of bids, or if the undersigned delivers said Contract and bonds in a timely manner, then the check or cash shall be returned, or the Bid Bond shall become void.

END OF BID PROPOSAL

BID BOND FORMAL BID 2024-020

KNOW ALL MEN BY THESE	RESENTS, that we, the undersigned,
	hereinafter called the Principal, and
 	, hereinafter called the Surety, are
	irmly bound unto the Kitsap County Department of Public Works ach in the sum of five percent (5%) of the total amount of the Bio
of the Fillicipal for the Worl	dollars (\$) of lawful money of the
United States for the navme	t thereof unto the Owner, the Principal, and Surety jointly and
severally bind themselves fore	
	rewith submitting its offer for the fulfillment of Owner's contract for ycling & Garbage Facility Waste Container Rail Track Repairs
contract, and if the Principal, executes, and delivers to the evidences of insurance, and Performance and Payment Bo	lition of this obligation is such that if the Principal is awarded the vithin the time specified in the bid for such contract, enters into Owner an agreement in the form provided herein complete with if the Principal within the time specified in the bid gives the notate on the form provided herein to the Owner, then this obligation incipal and Surety will pay unto the Owner the sum set forth above
obligation as Principal, and th	RED AND AGREED that the Surety shall be liable under this t nothing of any kind or nature whatsoever that will not discharge discharge or a release of liability of the Surety.
	CLARED AND AGREED that this obligation shall be binding upor Principal, the Surety, and the Owner and their respective heirs essors, and assigns.
SIGNED AND SEALED this _	, 202
Contractor's Corporate Seal	
	Principal
	Signature for Principal
	Title of Signatory
	5 ,
Surety's Corporate Seal	
	Surety
	Signature for Surety
	Title of Signatory
22.35, 5 55.55.465 554	Signature for Surety

END OF BID BOND

SUBCONTRACTORS LIST

Each bidder is required to submit as part of the bid or within one (1) hour after the published bid submittal time, 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 RCW 18.106; and electrical as described in RCW 19.28; or to name itself for the work. Additionally, each bidder is required to submit as part of the bid or within 48-hours after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of structural steel and rebar. The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate. 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 subcontractors to perform the same work shall render the Bidder's bid non-responsive and, therefore, void.

List subcontractors appropriately

HEATING, VENTILATION AND AIR CONDITIONING
Subcontractor Name:
DILIMBING
PLUMBING
Subcontractor Name:
ELECTRICAL
Subcontractor Name:
STRUCTURAL STEEL INSTALLATION
Subcontractor Name:
REBAR INSTALLATION
Subcontractor Name:
CURED-IN-PLACE PIPE (CIPP) (Note: This is required by this contract and not RCW 39.30.060)
Subcontractor Name:
WET WELL COATING (Note: This is required by this contract and not RCW 39.30.060)
Subcontractor Name:

OTHER SUBCONTRACTORS (whose work is equal to or greater than 10% of the bid) (Note: This is required by this contract and not RCW 39.30.060)				

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

END OF SUBCONTRACTORS LIST

BIDDER INFORMATION

Contracting Firm Name:				
Number of Years Contractor has been in the construction business under	its preser	nt firm name	e :	
Present gross dollar amount of work under contract:				
Present gross dollar amount remaining to be completed of work under con	tract:			
General type of work performed by firm:				
List the top five (5) major pieces of equipment to be used on this project:	Owned	Leased	Rented	
1.				
2.				
3.				
4.				
5.				
Project Manager and Superintendent responsible for this project		# of Years	with Firm	
Name of Project Manager:				
Name of Superintendent:				
Bank Reference:				
Have you changed bonding companies within the last three years?				
If so, why? (Optional)				

for a special purpose district, municipality, county, or state government?
For what reason?
Disposition of case, if settled:
Do you have any outstanding payments due to the Department of Revenue?
If yes, describe the plan to address those payments
Bidder agrees that the County shall retain the right to obtain any and all credit reports?
Yes Signature
In the last 5 years, has the Bidder had a three-year average Experience Modification Rate (EMR) no greater than 1.1 (Include EMR documentation)? () Yes/No Signature
Yes/No Signature Does the Bidder have sufficient bonding capacity?
() Yes/No Signature
The Bidder shall include with their Bid a notarized statement from an admitted and Washington State approved surety insurer, which states that Bidder's current bonding capacity is sufficient for this project.
In the last five (5) years, has the Bidder had their Contractor's license revoked?
() Yes/No Signature
In the last five (5) years, has the Bidder been "defaulted" or "terminated" by an owner (other than for convenience of the owner)?
() Yes/No Signature

In the last five (5) years, has the Bidder been convicted of a crime involving the awarding of a contract of a government (local, state, or federal) construction project or the bidding or performance of a government construction contract?
() Yes/No Signature
In the last five (5) years, has the Bidder been found guilty in a criminal action, for making any false claim or material misrepresentations to any public agency or entity?
() Yes/No Signature
In the last five (5) years, has the Bidder been convicted of a crime involving any federal, state or local law related to construction, including acts of dishonesty?
() Yes/No Signature

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

BIDDER RESPONSIBILITY CHECKLIST

The following checklist will be used to document that the Bidder meets the bidder responsibility criteria. Please print a copy of documentation from the appropriate website to be included with the submittal.

General Information				
Project Name: Silverdale Recycling & Garbage Facility Waste Container Rail Track Repairs	/	Solicit 2024-	ation Number: 020	
Bidder's Business Name:			ubmittal Deadlin esday, May 1, 2	e: 024 at 2:00 p.m.
Bidder's Business Address:				
Contractor Registration				
License Number:			Status: Active: Yes	□ No □
Effective Date (must be effective on or before Bid Submit	tal Dead	dline):	Expiration Date	e:
Contractor Infraction List				
Is Bidder on Infraction List?		No		
Current UBI Number				
UBI Number:	Accour	nt Statu	s: Open 🗌	Closed
Industrial Insurance Coverage				
Account Number:	Accour	nt Curre	ent: Yes 🗌	No 🗌
Employment Security Department Number				
Employment Security Department Number:				
Provide a copy of latest correspondence containing bidd Department. Do not provide documents containing person				
State Excise Tax Registration Number				
Tax Registration Number:	Accour	nt Statu	s: Open 🗌	Closed
Not Disqualified from Bidding				
Has the Bidder ever been disqualified from bidding on any or 39.12.065(3)?	y public [,]	works o	contract under R Ye	
Has the Bidder received training on the requirements rela 39.04.350(f))?	ted to pu	ublic wo		ng wage (RCW Exempt □
Bankruptcy				
Has the Bidder declared Bankruptcy in the last five (5) ye	ars?		Yes 🗌	No 🗌
Information Supplied by:				
Print Name of Bidder Representative:	Date:			
		_		_

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

SUBCONTRACTOR RESPONSIBILITY CHECKLIST

The following checklist will be used to document that the Bidder meets the mandatory bidder responsibility criteria. Please print a copy of documentation from the appropriate website to be included with the submittal.

General Information				
Project Name: Silverdale Recycling & Garbage Facility Waste Container Rail Track Repairs		Solicitation Number: 2024-020		
		Bid Submittal Deadline: Wednesday, May 1, 2024 at 2:00 p.m.		
Contractor Registration				
License Number:		Status: Active: Yes No		
Effective Date (must be effective on or before Subcontract Bid Submittal Deadline):		Expiration Date:		
Contractor Infraction List				
Is Subcontractor on Infraction List?		Yes No No		
Current UBI Number				
UBI Number:	Account Statu	us: Open 🗌 Closed 🗌		
Industrial Insurance Coverage				
Account Number:	Account Curre	ent: Yes No No		
Employment Security Department Number				
Employment Security Department Number:				
Provide a copy of latest correspondence containing subcontractor's account number with Employment Security Department. Do not provide documents containing personal information such as social security numbers.				
State Excise Tax Registration Number				
Tax Registration Number:	Account Statu	us: Open		
Not Disqualified from Bidding				
Has the Subcontractor ever been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)? Yes ☐ No ☐				
Has the Subcontractor been listed on the County's debarment list in the last two (2) years? Yes No				
Has the Subcontractor received training on the requirements related to public works and prevailing wage (RCW 39.04.350(f))? Yes No Exempt				
Contractor Licenses				
Electrical: If required by Chapter 19.28 RCW, does the Subcontractor have an Electrical Contractor's License? Yes No	Elevator: If required by Chapter 70.87 RCW, does the Subcontractor have an Elevator Contractor's License? Yes No			
Checked by:				
Name of Employee:	Date:			

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

PROJECT REFERENCES

Using the following form (use additional forms as needed), the Bidder shall describe projects that meet the similar size and scope criteria of the Plans and Specifications.

Project Name:	_	
Project Manager:	Project Superintendent:	
Public Agency Name:		
Contact Person:	Phone No:	
Awarded Contract Amount:	Final Contract Amount:	
Project Start Date:	Project Completion Date:	
Project Location:		
Project Scope:		
Claims, if any, filed by the Contractor and the basis for the claims:		

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

END OF BIDDER INFORMATION

NON-COLLUSION AFFIDAVIT

The undersigned, being duly sworn, deposes and says that the person, firm, association, copartnership or corporation herein named, has 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 the preparation and submission of this proposal to Kitsap County for its consideration in the award of the contract.

Legal Name of Bidder					
By (Signature)					
Sole Proprietorship □ F	Partnership □	Joint Venture □	Corporation	n □ Other □	
Street Address					
City		State		Zip	
Telephone					
State of Washington Contr	actor's Numbe	r			
STATE OF WASHINGTON	٧)				
() SS	i.			
COUNTY OF KITSAP)					
On this day personally app the individual described acknowledged that free and voluntary act and	in and who	executed the wit signed the	hin and fore same as		
GIVEN under my hand and	official seal thi	s da	ay of		, 202_
	Notary Po	ublic in and for the	State of Wa	shington, residir	ıg at
My Commission Expires: _					

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

END OF NON-COLLUSION AFFIDAVIT

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date of **Wednesday**, **April 3**, **2024**, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date City State

Check One:

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

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

END OF CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

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

BIDDER'S CHECKLIST

NOTE: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and by the Successful Bidder after notification of award and is not intended to be all-inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of the Bid.

1.	Contract Documents thoroughly read and understood.			
2.	Attend pre-bid conference.			
3.	All blank spaces in proposal filled in, preferably in black ink.			
4.	Receipt o	of all addenda acknowledged.		
5.	Review o	of geotechnical information acknowledged.		
6.	Bid Form and other documents are signed by authorized officer.			
7.	Prices co	omputed and presented correctly.		
8.	Subcontractors are named as indicated in the Contract Documents.			
9.		ne following documents, to be submitted with the bid, completed, gned, and dated as applicable.		
	a.	. Bid Proposal		
	b.	. Bid Guaranty Bond		
	C.	. Subcontractors List		
	d.	. Bidder Information		
		i. Bidder Responsibility Checklist		
		ii. Subcontractor Responsibility Checklist		
		iii. Project References		
	e.	Non-Collusion Affidavit Certificate		
	f.	Certification of Compliance with Wage Payment Statutes		
10.	10. Bid documents submitted in sealed envelope and properly labeled.			
11.	11. The following documents shall be executed and complied with after the contract is awarded:			
	a.	. Capital Projects Contract Agreement		
	b.	. Performance and Payment Bond		
	C.	. Insurance Certificates		

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

END OF BIDDER'S CHECKLIST

CONTRACT REQUIREMENTS

CONTRACT NO. KC-220-24 CAPITAL PROJECTS CONTRACT AGREEMENT

This Contract is made and entered into this ______ day of _______, 2024 between Kitsap County, a political subdivision of the State of Washington, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 ("County"), and [CONTRACTOR], a [CONTRACTOR TYPE], having its principal offices at [CONTRACTOR ADDRESS] ("Contractor").

WHEREAS, the County desires to construct the **Silverdale Recycling & Garbage Facility Waste Container Rail Track Repairs**, in Commissioner District #3, and

WHEREAS, the Contractor has been selected by competitive bid 2024-020 as the responsible bidder with the lowest responsive bid as is required by Chapter 39.04 RCW.

NOW THEREFORE, in consideration of the terms and conditions of this Contract, the County and the Contractor mutually agree as follows:

1. CONTRACT DOCUMENTS

The Contract between the parties is expressed in the Contract Documents, which include the Invitation to Bid; the accepted Bid Proposal; the Bid Bond; the Subcontractor's List; the Bidder Information, including the Bidder and any subcontractor Responsibility Checklist; the Non-Collusion Affidavit; the Certification of Compliance with Wage Payment Statutes; the Performance and Payment Bonds; the Plans and Specifications; and this Contract.

2. DESCRIPTION OF THE WORK

This Contract provides for the construction of Improvements to waste shed container guide rails and drainage in accordance with the Plans and Specifications entitled "Silverdale Recycling & Garbage Facility Waste Container Rail Track Repairs." Contractor agrees to furnish all material, labor, carriage, tools, equipment, apparatus, facilities, and anything else necessary to complete the work in a professional and workmanlike manner.

The Contractor shall complete its Work in a timely manner and in accordance with the agreed schedule submitted by the Contractor and approved by the County.

3. NOTICE TO PROCEED

The County shall issue a Notice to Proceed after the execution of the Contract and receipt of all necessary required documents, including, where applicable, Performance and Payment Bond, a copy of insurance policies and/or any and all Certificates of Insurance and Additional Insured Endorsements. The Notice to Proceed shall provide the Start Date.

4. TIME IS OF THE ESSENCE; LIQUIDATED DAMAGES

Time is of the essence in the performance of this Contract. The Contractor agrees to work promptly and fully complete the work within the limits as described in the Contract Documents. Failure to complete the work within the allowed time limit will subject the Contractor to the payment of liquidated damages as described in herein.

Delays in the completion of this Contract will negatively affect the efficient and continuous operation of **Silverdale Recycling & Garbage Facility**. Delays also cost taxpayers undue sums of money, adding time needed for additional administration, engineering, inspection, and supervision. Accordingly, the Contractor agrees to pay liquidated damages in the amount of \$500.00 for each working day beyond the number of working days established below, and to authorize the County to deduct these liquidated damages from any money due to coming due to the Contractor.

When the Contract Work has progressed to Substantial Completion as defined below, the County may determine the Contract Work is Substantially Complete. The County will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, liquidated damages identified above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the County, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

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.

5. TIME FOR COMPLETION

The work to be performed under this Contract shall commence upon receipt of Notice to Proceed. Time for Completion of the Contract Documents and Substantial Completion of the work shall be achieved within **twenty-seven (27)** Working Days, exclusive of a Procurement Suspension.

Substantial Completion is when all physical work is complete except for punch list items. In other words, this is the date that the contracting agency has full and unrestricted use of the facilities, both from an operational and safety standpoint. Only minor incidental work remains, such as replacement of temporary substitute facilities or minor corrections or repairs.

6. CONTRACT AMOUNT

The County hereby agrees to pay the Contractor according to the Contractor's Bid in the amount of \$[CONTRACT AMOUNT] (including accepted alternates and Washington State Sales Tax (WSST)), at the time and manner and upon the conditions provided for in this Contract.

7. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a representative. Each party may change its representative upon providing written notice to the other party. These representatives will be:

County's Contract Representative

Name: [County Rep Name]
Title: [County Rep Title]
Address: [County Rep Addr]
Phone: [County Rep Phone]
Email: [County Rep Email]

Contractor's Contract Representative

Name: [Contractor Rep Name]
Title: [Contractor Rep Title]
Address: [Contractor Rep Addr]
Phone: [Contractor Rep Phone]
Email: [Contractor Rep Email]

All instructions, modifications, and changes to the Contract shall be conveyed to the Contractor through the County's Representative. Any work executed upon the direction of any person or entity other than the County's Representative may be considered defective and will be performed without reimbursement for said work to the Contractor. The County's Representative shall have the authority to reject any and all nonconforming or defective work under the Contract Documents.

8. PAYMENT

At monthly intervals, unless determined otherwise by the County, the Contractor shall submit to the County an invoice or billing statement. Within thirty (30) calendar days of receiving an invoice or billing statement, the County shall pay ninety-five (95) percent of the invoice if such invoice or statement is acceptable to the County. Five (5) percent of the invoice or statement amount shall be retained in accordance with Chapter 60.28 RCW and Section 10 below. No invoice or billing statement will be paid until all schedules for the previous month have been met and other documentation required by the Contract Documents have been submitted. At the Contractor's selection, the County will retain these funds in accordance with RCW 60.28.011 in:

	a separate fund within Kitsap County
	an interest-bearing bank account
П	an escrow account

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) working days following notice from the County, then, in its sole discretion and upon written notice to the Contractor, the County may withhold any and all monies due and payable to the Contractor without penalty until such failure to perform is cured or otherwise adjudicated.

Unless otherwise provided for in this Contract or any of the Contract Documents, the Contractor will not be paid for any billings or invoices presented for payment prior to the execution of this Contract and the Notice to Proceed or for work performed after the Contract's termination.

No payment shall be made for any work performed by the Contractor except for work identified and set forth in this Contract or the Contract Documents.

9. PREVAILING WAGES

Contractor shall be responsible for complying with the prevailing wage requirements associated with Chapter 39.12 RCW and WAC 296-127.

Pursuant to Chapter 39.12 RCW and WAC 296-127, the Contractor shall pay not less than the prevailing rate of per diem wages to its employees and provide documentation to the County of its compliance with prevailing wage laws and regulations. The prevailing rate shall be calculated as of **May 1, 2024** for Kitsap County and the applicable trade. For all subcontractors, the

Contractor agrees that the date for determining prevailing wages will be the date of the contract between the Contractor and the subcontractor. A copy of such prevailing rates of per diem wages can be found at https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/ and shall be posted by the Contractor at the work site.

A "Statement of Intent to Pay Prevailing Wages" (hereinafter "Statement of Intent") must be submitted to and approved by the State Department of Labor and Industries prior to beginning work by the Contractor. The Statement of Intent shall include the Contractor's registration number, the prevailing wage for each classification of workers, and an estimate of the number of workers in each classification. An 'Affidavit of Wages Paid' must be submitted to and approved by the State Department of Labor and Industries by the Contractor prior to release of the retained percentage. Copies of these documents shall be provided to the County prior to any payment being made to the Contractor. The fee for each of these documents shall be paid by the Contractor.

10. PERFORMANCE AND PAYMENT BONDS; RETAINAGE

- a. The Contractor agrees to provide Performance and Payment Bonds on forms approved by the County. Pursuant to Chapter 39.08 RCW, the Contractor shall make, execute, and deliver to the County the performance and payment bonds for the full contract amount of \$[CONTRACT AMOUNT]. The bonds shall also cover any and all approved amendments. The bonds must be submitted within ten (10) days after contract execution.
- b. The County shall reserve a contract retainage of five (5) percent of every invoice in accordance with chapter 60.28 RCW. The County shall promptly release any retained percentage withheld if after sixty (60) calendar days of final completion and acceptance of all contract work, no liens or claims are filed against the project, and after receipt of the Department of Revenue's Certificate designating taxes due or to become due are discharged and receipt by the County of an "Affidavit of Wages Paid."
- c. For purposes of the RCW 60.28.011, the term "completion of all contract work" has the same meaning as the "date of final acceptance" under RCW 36.08.010.
- d. Neither the County nor the County's Representative shall have an obligation to pay or ensure the payment of money to any subcontractor except as may otherwise be required by law.
- e. Payment and performance bonds for this project have been issued by [SURETY COMPANY NAME], Street address: [ADDRESS], City: [CITY], Telephone: [PHONE NUMBER], Contact Person: [CONTACT PERSON], in the amount of [BOND AMOUNT].

11. HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against all Claims resulting from or arising out of the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of the Contractor, its Personnel, third parties, or anyone directly or indirectly employed by any of them, or anyone for whose acts, errors, or omissions for which any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by the Contractor from and against any and all Claims.

With regard to any Claim against any Indemnitee by any of the Contractor's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, the Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.

Should a court of competent jurisdiction determine the Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and agents, the Contractor's liability hereunder, including the duty and cost to defend, will be only to the extent of the Contractor's negligence.

"Claim" means all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, reasonable attorneys' fees, consequential damages, and punitive damages, for any personal or bodily injury, sickness, disease, disability, or death, or loss or damage to tangible or intangible business or property, including the loss of use. Claim includes any infringement, violation, or misappropriation of copyright, patent, trademark, or other proprietary rights of any third parties.

Obligations/Notice of Claim. The County will provide the Contractor notice of the assertion of liability by a third party that may give rise to a Claim by the County against the Contractor based on the indemnity contained herein. The Contractor shall respond to the County's tender of defense of a claim in writing within fourteen (14) calendar days from the notice date and will advise the County if the Contractor accepts or denies tender of the claim. The County may in its discretion withhold all or part of any payment due the Contractor under the Contract until the Contractor responds to such notice. The Contractor shall keep the County timely and fully informed through all stages of the defense and promptly respond to and comply with the County's requests for information. The County at all times reserves the right but has no obligation to participate in the defense and settlement of any Claim. Such participation shall not constitute a waiver of the Contractor's indemnity and defense obligations under the Contract. The Contractor shall not settle or compromise any Claim in any manner that imposes any obligations upon the County without the prior written consent of the County. The Contractor shall promptly advise the County of any occurrence or information known to the Contractor that could reasonably result in a Claim against the County. The violation of any provisions of this section, including improper refusal to accept tender, is a material breach.

12. INSURANCE

Contractor agrees to comply with the insurance requirements described below.

a. Minimum Insurance Required. The Contractor and its subcontractors, if any, shall procure and maintain, until all of Contract obligations have been fully discharged, including any warranty period, all insurance required in this Section with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this Section, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.

b.	<u>Profes</u>	sional Liability. (Check one of the following options):
	\boxtimes	Not applicable.
		Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage will apply to liability for professional error, act or omission arising out of or in connection with the Contractor's Services under the Contract. The coverage shall not exclude bodily injury, property damage, or hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations, or laboratory analysis where such Services are rendered under the Contract.
C.	\$2,000 proper persor gap/er minimu of insu	nercial General Liability ("CGL"). Not less than \$1,000,000 per occurrence and 0,000 annual aggregate. Coverage shall include personal injury, bodily injury, and ty damage for premise-operations liability, products/completed operations, nal/advertising injury, contractual liability, independent contractor liability, and stop inployer's liability. Coverage shall not exclude or contain sub-limits less than the um limits required herein, without the prior written approval of the County. The certificate trance for the CGL policy shall expressly cover the indemnification obligations required Contract.
d.	Autom	obile Liability. (Check one of the following options):
		Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.
		Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.
		Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If the Contractor will use non-owned vehicles in performance of the Contact, the coverage shall include owned, hired, and non-owned automobiles.
e.	for the minimus annua CGL o an ade	ella or Excess Liability. The Contactor may satisfy the minimum liability limits required CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is not um per occurrence limit of liability under the Umbrella or Excess Liability; however, the I aggregate limit shall not be less than the highest "Each Occurrence" limit for either a Automobile Liability. The Contractor agrees to an endorsement naming the County as ditional insured as provided in Section 7, unless the Umbrella or Excess Liability es coverage on a "Follow-Form" basis.
f.	worker for all	ers' Compensation and Employer Liability. If applicable, the Contractor shall maintain rs' compensation insurance as required under the Title 51 RCW (Industrial Insurance), Contractor's Personnel eligible for such coverage. If the Contract is for over \$50,000, ne Contractor shall also maintain employer liability coverage with a limit of not less than 0,000.

- g. Primary, Non-Contributory Insurance/Subcontractors. The Contractor's and its subcontractors' insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Contractor's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.
- h. Review of Policy Provisions. Upon request, the Contractor shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Contract. The County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. The County has the right to request and review the self-insurance retention limits and deductibles, and the Contractor's most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.
- i. <u>Waiver of Subrogation</u>. In consideration of the Contract award, the Contractor agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis.
- j. <u>Additional Insured, Endorsement, and Certificate of Insurance</u>. All required insurance coverage, other than the workers' compensation and professional liability, shall name the County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by the Contractor and its subcontractors. Endorsement is not required if the Contractor is a self-insured government entity, or insured through a government risk pool authorized by Washington State.
 - The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than thirty (30) days' prior notice of termination, cancellation, nonrenewal, or reduction in coverage. At the time of execution, the Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, Washington 98366.
- k. No Limitation on Liability. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability.

I. <u>Claims-Made</u>. If the Contractor's liability coverage is written as a claims-made policy, the Contractor shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.

13. WARRANTY

The Contractor shall warranty all work as required in the Specifications. Further, the Contractor shall ensure that for any equipment, material, or item installed under this Agreement, the County will be a beneficiary of any and all warranties that are furnished as a customary trade practice and that installation will not void any such warranty. To effect this arrangement, all subcontracts executed in performance of this Agreement shall include the following language:

This contract is for the benefit of Silverdale Recycling & Garbage Facility, which is owned by Kitsap County. Kitsap County is therefore hereby made a third-party beneficiary to this contract and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

The Contractor shall warranty all materials and workmanship for one (1) year from the date of Substantial Completion of the Project.

14. TERMINATION

This contract may be terminated by the officials or agents of the County authorized to contract for or supervise the execution of such work.

The County may terminate this Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate this Contract upon giving ten (10) calendar days written notice by Certified Mail to the Contractor. In that event, the County shall pay the Contractor for all cost incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with this Contract.

In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the County may summarily terminate this Contract notwithstanding any other termination provision of this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the County to the Contractor. After the effective date, no charges incurred under this Contract are allowable.

Termination of this 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 Performance and Payment Bond or any Retainage Bond for work performed.

If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) calendar days of written notice to do so by the County, the County may terminate this Contract, in which case the County shall pay the Contractor only for the costs of work performed and accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach.

15. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance or waiver of any provisions of this Contract does not constitute a waiver of such provisions for future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

16. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an Independent Contractor and not as an agent, employee or servant of the County. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. Contractor shall comply with all laws regarding workers' compensation.

The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract. Furthermore, the Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the County, unless otherwise directed by the terms of this Contract.

The Contractor agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the County's Representative or designee.

17. NONDISCRIMINATION

The Contractor, its assignees, delegates, or subcontractors in the performance of this Contract shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88 354 and Americans with Disabilities Act of 1990.

18. CHOICE OF LAW. JURISDICTION AND VENUE

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provisions thereof shall be instituted as provided for in RCW 36.01.050. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Washington, both as to interpretation and performance.

19. SUCCESSORS AND ASSIGNS

The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other Party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants of this Contract.

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

The Contractor shall perform the terms of the contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County.

The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

21. SEVERABILITY

If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If it should appear that any provision of this Contract is in conflict with any statutory provision of the United States or the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

22. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

23. NOTICES

Any notices, demands and other communications required by the Contract will be effective if personally served upon the other party representative or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's representative identified in Section 3 at the address therein, or if emailed (with read receipt) to the other Party's representative at the email address therein. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. For service by email, service will be effective upon confirmation of receipt or three (3) days after mailing the original.

24. MODIFICATION

All amendments or modifications shall be in writing, signed by both parties consistent with Kitsap County Code, and attached to this Contract.

25. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

26. COMPLIANCE WITH PUBLIC RECORDS ACT

Contractor acknowledges that the County is subject to the Public Records Act, chapter 42.56 RCW ("Act"). All records owned, used, or retained by the County are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the County or Contractor. Contractor shall cooperate with the County so County may comply with all of its obligations under the Act. Contractor shall promptly provide County with all records relating to this Agreement requested by County for purposes of complying with the Act at no cost to the County. With the exception of this Contract, if the Contractor considers any portion of any record, electronic or hard copy, to be protected from disclosure under the Act the Contractor shall clearly label or identify all specific information it claims to be confidential or proprietary. If the

County receives a request under the Act to inspect or copy proprietary information that has been identified by the Contractor as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that such protected information will be released unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records pursuant to the Act.

27. RECORDS RETENTION

The Contractor and its Personnel shall retain all books, documents, and records relating to performance of the Contract and Services provided in connection with this Contract for six (6) years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County at no cost to the County. Upon request, the Contractor shall promptly make available to the County a legible copy of all books, documents, and records at no cost to the County. In addition to its other indemnification and defense obligations under this Agreement, Contractor shall indemnify and defend the County from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Contractor to comply with this subsection. This subsection shall survive expiration or termination of the Agreement.

Each party signing below warrants to the other party, that they have the full power and authority

28. AUTHORIZATION

Federal Tax ID No.

to execute this Agreement on behalf of the party for whom they sign.

Dated this ____ day of ______, 2024

CONTRACTOR NAME

BOARD OF COUNTY COMMISSIONERS KITSAP COUNTY, WASHINGTON

Signature

COMMISSIONER, CHAIR

Title

COMMISSIONER, COMMISSIONER

COMMISSIONER, COMMISSIONER

ATTEST:

END OF CAPITAL PROJECTS CONTRACT AGREEMENT

DANA DANIELS, CLERK OF THE BOARD

PUBLIC WORKS PAYMENT BOND TO KITSAP COUNTY, WA

Bond No	
Kitsap County, Washington, (County) has awarded to for the construction of the project designated as SI WASTE CONTAINER RAIL TRACK REPAIRS , Kitsa Washington (Contract), and said Principal is required bond in accord with Title 39.08 Revised Code of Was	ap County Contract No. KC-220-24, in Kitsap County, under the terms of that Contract to furnish a payment
The Principal, and and licensed to do busi in the current list of "Surety Companies Acceptable in by the Audit Staff Bureau of Accounts, U.S. Treasury to the County, in the sum of AMOUNT IN WORDS] US Dollars (\$ Contract Amount, subject to the provisions herein.	
This statutory payment bond shall become null and administrators, successors, or assigns shall pay all p and 39.12 including all workers, laborers, mechani persons who shall supply such contractor or subcontrof such work; and if such payment obligations have and effect.	persons in accordance with RCW Titles 60.28, 39.08 ics, subcontractors, and material suppliers, and all actor with provisions and supplies for the carrying on
The Surety agrees to indemnify, defend, and protect resulting from the failure of the Principal, its heirs, exthe subcontractors or lower tier subcontractors of subcontractors, lower tier subcontractors, material, contractor or subcontractors with provisions and support to the subcontractor of subcontractors with provisions.	xecutors, administrators, successors, or assigns, (or of the Principal) to pay all laborers, mechanics, persons, and all persons who shall supply such
The Surety for value received agrees that no change of the Contract, the specifications accompanying the Contract shall in any way affect its obligation on this bany change, extension of time, alteration or addition The Surety agrees that modifications and changes to the total amount to be paid the Principal shall autom bond and notice to Surety is not required for such income	e Contract, or to the work to be performed under the bond, except as provided herein, and waives notice of to the terms of the Contract or the work performed. the terms and conditions of the Contract that increase natically increase the obligation of the Surety on this
This bond may be executed in two (2) original cou authorized officers. This bond will only be accepted power of attorney for the officer executing on behalf laws of the State of Washington and subjected to the	if it is accompanied by a fully executed and original of the surety. The Surety agrees to be bound by the
PRINCIPAL	SURETY
Principal Signature Date	Surety Signature Date
Printed Name	Printed Name
Title	Title
Name, address, and telephone of local office/agent of	f Surety Company are:

PERFORMANCE BOND TO KITSAP COUNTY, WA

Bona No	
WASTE CONTAINER RAIL TRACK REPAIRS, Kits	(Principal), a contract ILVERDALE RECYCLING & GARBAGE FACILITY ap County Contract No. KC-220-24, in Kitsap County, d to furnish a bond for performance of all obligations
State of and licensed to do bus in the current list of "Surety Companies Acceptable in	Surety), a corporation organized under the laws of the iness in the State of Washington as surety and named a Federal Bonds" as published in the Federal Register Dept., are jointly and severally held and firmly bound [CONTRACT [CONTACT AMOUNT IN NUMBERS]) Total
administrators, successors, or assigns shall well and f the Contract and fulfill all the terms and conditions	nd void, if and when the Principal, its heirs, executors, aithfully perform all of the Principal's obligations under of all duly authorized modifications, additions, and e, at the time and in the manner therein specified; and d, this bond shall remain in full force and effect.
	the County against any claim of direct or indirect loss cutors, administrators, successors, or assigns (or any to faithfully perform the Contract.
of the Contract, the specifications accompanying the Contract shall in any way affect its obligation on this time, alteration or addition to the terms of the Cont modifications and changes to the terms and condition	e, extension of time, alteration or addition to the terms of Contract, or to the work to be performed under the bond, and waives notice of any change, extension of tract or the work performed. The Surety agrees that his of the Contract that increase the total amount to be igation of the Surety on this bond and notice to Surety
authorized officers. This bond will only be accepted	unterparts, and shall be signed by the parties' duly if it is accompanied by a fully executed and original of the surety. The Surety agrees to be bound by the jurisdiction of the state of Washington.
PRINCIPAL	SURETY
Principal Signature Date	Surety Signature Date
Printed Name	Printed Name
Title	Title
Name, address, and telephone of local office/agent of	f Surety Company are:
I and the second	

CONTRACT DOCUMENTS

Silverdale Recycling and Garbage Facility Rail Track Contract Documents

Prepared for



July 2023

Prepared by **Parametrix**

Silverdale Recycling and Garbage Facility Rail Track Contract Documents

Prepared for

Kitsap County 614 Division Street MS 34, Room 202 Port Orchard, WA 98366

Prepared by

Parametrix1019 39th Avenue SE, Suite 100
Puyallup, WA 98374
T. 253.604.6600 F. 1.855.542.6353
www.parametrix.com

July 2023

Parametrix No. 214-1578-161



CERTIFICATION

The technical material and data contained in this document were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.



Prepared by Jacob Watson Linke, PE

Checked by Steve Wagner, PE

Approved by Karl Hufragel, PE

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Kitsap County Silverdale Recycling and Garbage Facility Rail Track Contract Documents 214-1578-161 July 2023

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Kitsap County Silverdale Recycling and Garbage Facility Rail Track Contract Documents 214-1578-161 July 2023 Table of Contents

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Kitsap County Silverdale Recycling and Garbage Facility Rail Track Contract Documents 214-1578-161 July 2023 Table of Contents Division 03 Concrete

SECTION 03 15 19

ANCHORS, INSERTS, AND EMBEDDED PRODUCTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This section specifies the materials and installation requirements for metal embedment into concrete or grouted masonry.
- B. Items Included:
 - 1. Inserts for structural attachments.
 - 2. Post-installed anchors.

1.02 SUBMITTALS

- A. Shop drawings for all anchors, inserts, and embedded products.
- B. Manufacturer's Data: Submit complete data including dimensions, resins, colors, and other information.
- C. Current ICBO Evaluation Reports for all expansion and adhesive anchors.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Anchor Bolts: ASTM F1554 Grade 55 or ASTM A307, galvanized steel unless otherwise noted. Configuration shall be as shown or noted on the Drawings.
- B. Threaded or Slotted Inserts: Galvanized malleable iron or stainless steel, size and type as specified or noted elsewhere.
- C. Expansion Anchors: ICBO approved for use in cracked and uncracked concrete for all anchors used for wind or seismic anchorage applications.
 - 1. Stainless Steel:
 - Stud: Stainless steel bar conforming to ASTM A276 with chemical composition of either AISI 304 or 316.
 - Wedge: Manufactured from either AISI 304 or 316 stainless steel.
 - c. Nut: Stainless steel conforming to ASTM F594 with chemical composition of either AISI 304 or 316 and meeting dimensional requirements of ANSI B18.2.2.
 - d. Washer: AISI 304 or 316 stainless steel conforming to ASTM A240.

Kitsap County Silverdale Recycling and Garbage Facility Rail Track Contract Documents

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214-1578-161 July 2023 Anchors, Inserts, and Embedded Products

2. Products:

- a. Hilti, Kwik-Bolt TZ.
- b. Powers Fasteners, Power-Stud +.
- c. Simpson Strong Tie, Strong-Bolt 2.
- d. Other manufacturers upon approval of Engineer.

D. Adhesive Anchors:

- Anchor rod material shall conform to ASTM A304 stainless steel unless ASTM A316 is called out on the Drawings.
- 2. Products:
 - a. Hilti, HIT-RE 500-V3.
 - b. Powers Fasteners, PE1000+.
 - c. Simpson Strong-Tie, SET-XP.
 - d. Other manufacturers upon approval of Engineer.

E. Anchors into Masonry:

- All anchors in CMU walls shall be adhesive type anchors. Wing type hollow wall anchors shall not be permitted.
- Provide anchors conforming to Section D above, with manufacturer's supplied screen insert for installation into masonry.
- F. Stainless Steel Plates and Shapes: Conform to AISI Type 304 unless otherwise noted.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Coordinate the location and placement of all items to be embedded in concrete.
- B. Coat any embedded aluminum with asphalt paint.
- C. Adhesive and expansion anchors to be installed in holes drilled with carbide tipped drill bits. Anchors shall be installed per manufacturer's recommendations. Insert and tighten bolts in accordance with manufacturer's installation instructions. In case of interference with reinforcing bars or steel objects, notify the Engineer.

Kitsap County Silverdale Recycling and Garbage Facility Rail Track Contract Documents

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214-1578-161 July 2023 Anchors, Inserts, and Embedded Products

3.02 EMBEDDING

A. Set accurately and hold in position all embedded products during placement until the concrete is set.

3.03 INSPECTION

A. Anchors shall be inspected by Special Inspector as required by the Inspection Requirements described in the Structural General Notes contained on the Drawings or as required by the Building Official.

END OF SECTION

Kitsap County Silverdale Recycling and Garbage Facility Rail Track Contract Documents 214-1578-161 July 2023 Anchors, Inserts, and Embedded Products

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Kitsap County Silverdale Recycling and Garbage Facility Rail Track Contract Documents

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214-1578-161 July 2023 Anchors, Inserts, and Embedded Products

SECTION 03 30 01 CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 SUMMARY

- This section specifies cast-in-place reinforced concrete, including embedded material and formwork.
- B. Contractor shall adhere to all requirements set within this section and the Washington State Department of Transportation (WSDOT) 2023 Standard Specifications Section 6-11.3(4).

1.02 QUALITY ASSURANCE

A. Referenced Standards: This section incorporates by reference the latest revision of the following document. It is a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

Reference	<u>Title</u>
ACI 301	Specifications for Structural Concrete for Buildings
ACI 318	Building Code Requirements for Reinforced Concrete
ASTM A615	Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM C33	Specification for Concrete Aggregates
ASTM C94	Specification for Ready-Mixed Concrete
ASTM C150	Specification for Portland Cement
ASTM E329	Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction Manual of Standard Practice

1.03 TESTING

A. Perform and submit materials testing to demonstrate conformance with the specifications.

1.04 SUBMITTALS

- A. Submittals to follow the requirements per Section 6-11.3(1) of the WSDOT 2023 Standard Specifications.
- B. Concrete-Mix Designs.
- C. Reinforcing Steel.
- D. Curing Compound.

Kitsap County Silverdale Recycling and Garbage Facility Rail Track Contract Documents

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1.05 CONCRETE MIX DESIGNS

- A. Compressive Strengths: Unless otherwise specified, provide the following as minimum:
 - 1. All Concrete: 5,000 psi.

PART 2 - PRODUCTS

2.01 REINFORCEMENT

- A. Comply with the following as minimums:
 - Bars ASTM A615, grade 60, unless otherwise shown, using deformed bars for Number 3 and larger.
 - 2. Bending ACI 318.
- B. Fabricate reinforcement to the required shapes and dimensions, within fabrication tolerances stated in the CRSI.
- C. Do not use reinforcement having any of the following defects:
 - 1. Bar lengths, depths, or bends exceeding the specified fabricating tolerances.
 - 2. Bends or kinks not indicated on the Drawings or required for this work.
 - 3. Bars with cross-section reduced due to excessive rust or other causes.

2.02 CONCRETE

- A. Minimum Requirements:
 - 1. Portland Cement: ASTM C150, Type I or II, low-alkali.
 - 2. Aggregate, General:
 - a. ASTM C33, uniformly graded and clean.
 - b. Do not use aggregate known to cause excessive shrinkage.
 - 3. Aggregate, Coarse: Crushed rock or washed gravel with size between 3/4 inch and 1-1/2 inches.
 - 4. Aggregate, Fine: Natural washed sand of hard and durable particles varying from fine to particles passing a 3/8-inch screen, of which at least 12% shall pass a 50-mesh screen.
 - 5. Water: Clean and potable.

Kitsap County Silverdale Recycling and Garbage Facility Rail Track Contract Documents

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- Flyash: For the cementitious portion of the concrete mix, up to 20% of the cement content may be flyash or ground granulated blast furnace slag. A higher percentage of flyash can be used if a mix design and plan for form removal is approved by the Owner.
- Cementitious content (including fly ash or slag) not less than 564 pounds per cubic yard of concrete.
- 8. Entrained air 5-1/2% plus or minus 1%.
- Maximum water/cement ratio shall be a maximum of 0.40 to reduce shrinkage cracking.

B. Admixtures:

- Water-reducing admixtures shall conform to ASTM C494, and be used in accordance with the manufacturer's recommendations.
- 2. No chloride containing admixtures shall be used.

2.03 OTHER MATERIALS

A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor.

PART 3 - EXECUTION

3.01 EXISTING CONDITIONS

A. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.02 EMBEDDED ITEMS

- A. Do not embed piping or electrical conduit in structural concrete unless indicated on the Drawings or approved by the Owner.
- B. Set and secure bolts, inserts, and other required items in the precise locations needed so these items are not displaced.
- C. Prior to concrete placement, ensure the actual locations of embedded items are noted on the as-built set of drawings.

Kitsap County Silverdale Recycling and Garbage Facility Rail Track Contract Documents

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3.03 FORMS

- A. Design, erect, support, brace, and maintain formwork to safely support vertical and lateral loads which will be applied until such loads can be supported safely by the concrete structure.
- B. Construct forms to the exact sizes, shapes, lines, and dimensions shown, and as required to obtain accurate alignment, location, grades, and level and plumb work in the finished structure.

3.04 MIXING CONCRETE

- A. Transit mix the concrete in accordance with provisions of ASTM C94.
- B. Do not use concrete that has stood for over 30 minutes after leaving the batch plant, or concrete that is not placed within 90 minutes after water is first introduced into the mix.

3.05 PLACING CONCRETE

A. Preparation:

- 1. Remove foreign matter accumulated in the forms.
- Rigidly close openings left in the formwork.
- 3. Wet wood forms sufficiently to tighten up cracks; wet other material sufficiently to maintain workability of the concrete.
- 4. Use only clean tools.
- Schedule inspection with Owner 24 hours minimum prior to concrete placement.

B. Conveying:

- 1. Perform concrete placing at such a rate that concrete which is being integrated with fresh concrete is still plastic.
- 2. Deposit concrete as nearly as practicable in its final location to avoid separation due to rehandling and flowing.
- 3. Do not use concrete which becomes non-plastic and unworkable, or does not meet required quality control limits, or has been contaminated by foreign materials.
- 4. Remove concrete from the work site that does not meet specifications.

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Kitsan County Silverdale Recycling and Garbage Facility Rail Track Contract Documents

214-1578-161 Cast-In-Place Concrete

Formal Bid 2024-020 Silverdale Recycling & Garbage Facility Waste Container Rail Track Repairs

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C. Placing Concrete in Forms:

- Deposit concrete in horizontal layers not deeper than 24 inches and avoid inclined construction joints.
- 2. Remove temporary spreaders in forms when concrete has reached the elevation of the spreaders.

D. Placing Concrete Slabs:

- 1. Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.
- 2. Bring slab surfaces to the correct level with a straightedge, and then strike off.
- Use bullfloats or darbies to smooth the surface, leaving the surface free from bumps and hollows.
- 4. Do not sprinkle water on the plastic surface.
- 5. Do not disturb the slab surface prior to start of finishing operations.

3.06 CONSOLIDATION

- A. Consolidate each layer of concrete while placing by use of internal concrete vibrators and supplemented by hand spading, rodding, or tamping.
- B. Do not vibrate forms or reinforcement.
- C. Do not use vibrators to transport concrete inside the forms.

3.07 JOINTS

- A. Construction Joints:
 - Construction joints shall be placed as shown on the Drawings. If other joints are found to be required, submit for the Owner's approval of joint design and location prior to start of concrete placement.

3.08 CONCRETE FINISHING

- A. Unless otherwise indicated, provide the following finishes at the indicated locations.
 - Non-slip broom finish: apply to slabs, walks, stairs, drives, ramps, and similar pedestrian and vehicular areas.
 - Formed surfaces: repair all rock pockets, voids, air bubbles, etc. greater than 1/2 inch in any dimension.

Kitsap County Silverdale Recycling and Garbage Facility Rail Track Contract Documents

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3.09 CURING AND PROTECTION

- A. Comply with requirements of ACI 301. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
 - 1. Normal concrete: Not less than 7 days
 - 2. High early strength concrete: not less than 4 days.
- C. Formed Surfaces: Cure by moist curing with forms in place for full curing period.
- D. Surfaces not in contact with forms:
 - Start initial curing as soon as free water has disappeared and before surface is dry.
 Keep continuously moist for specified curing period by water ponding, water-saturated
 sand, water-fog spray, saturated burlap, or special blankets designed for curing
 concrete and maintaining moist condition.
 - 2. Begin final curing after initial curing but before surface is dry.
- E. After completion of curing process, finished surface where indicated shall be protected by use of protection boards from workman, equipment, scaffolding, and other form of damage throughout subsequent construction, Size, thickness, and material of board shall be determined by Contractor. Contractor is responsible for maintaining integrity of slab finish throughout construction.

3.10 FIELD QUALITY CONTROL

- A. Be responsible for Quality Control of Work for materials, placement, curing, and finishing.
- B. Perform tests of concrete and concrete materials to ensure conformance with specified requirements per ACI 318.
- C. Compressive Strength Tests: ASTM C39. For each test, mold and cure three concrete test cylinders. Obtain test samples for every 50 cubic yards or less of concrete placed per day.

END OF SECTION

Kitsap County Silverdale Recycling and Garbage Facility Rail Track Contract Documents

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SECTION 03 60 00 GROUTING

PART 1 - GENERAL

1.01 SUMMARY

A. This section specifies non shrink grout and epoxy grout for use in applications including but not limited to grouts for setting machine bases, and grouting under base plates. Epoxy adhesives for concrete applications including, but not limited to pressure injection of cracks and doweling of anchor bolts, threaded rod anchors and reinforcing bar dowels.

1.02 QUALITY CONTROL

A. Referenced Standards: This section incorporates by reference the latest revision of the following documents. These references are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

Reference	<u>Title</u>
ASTM C33	Concrete Aggregates
ASTM C40	Test Method for Organic Impurities in Fine Aggregates for Concrete
ASTM C88	Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Test Method for Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing
ASTM C136	Test Method for Sieve Analysis of Fine and Course Aggregates
ASTM C150	Portland Cement
ASTM C289	Test Method for Potential Alkali-Silica Reactivity of Aggregates (Chemical Method)
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C881	Standard for Epoxy-Resin-Base Bonding Systems for Concrete
ASTM C1017	Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1107	Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
ASTM D2419	Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM E329	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction
CRD-C-621	Corps of Engineers Specification for Non-shrink Grout

Kitsap County Silverdale Recycling and Garbage Facility Rail Track Contract Documents

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1.03 SUBMITTALS

- A. Manufacturer's Data for the following:
 - 1. Non-shrink cementitious grout.
 - 2. Epoxy grout.
 - 3. Admixtures for cement grout.
 - 4. Adhesive for pressure injection of cracks.
 - 5. Adhesive for doweling.
 - 6. Bonding compounds.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Grout mixes and admixtures shall not contain more than 0.05% chloride ions.
- B. Water for washing aggregate, for mixing, and for curing:
 - 1. Shall be free from oil and deleterious amounts of acids, alkalis, and organic materials
 - Shall not contain more than 1,000 mg/L of chlorides as CI, nor more than 1,300 mg/L of sulfates as SO4.
 - Shall not contain an amount of impurities that may cause a change of more than 25% in the setting time of the cement nor a reduction of more than 5% in the compressive strength of the grout at 14 days when compared with the result obtained with distilled water.
 - Water used for curing shall not contain an amount of impurities sufficient to discolor the grout.

2.02 **GROUT**

- A. Use grout specified on the Contract Drawings or as specified in the equipment recommendations.
- B. Non-shrink cementitious grout:
 - Cementitious grout that conforms to ASTM C1107, CRD-C-621, "Corps of Engineers Specification for Non-Shrink Grout", and the following requirements:
 - a. Non-metallic aggregate.

Kitsap County Silverdale Recycling and Garbage Facility Rail Track Contract Documents

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- b. Acceptable manufacturers:
 - 1) Euclid Chemical Co., "Euco NS."
 - 2) BASF, "Masterflow 713 Plus."
 - 3) Five Star Grout Co., "Five-Star Grout."
 - 4) Or approved equal.

C. Epoxy Grout:

- 1. Multi-component, 100% solids compound conforming to the following requirements:
 - a. Suitable for use on dry or damp surfaces.
 - b. Comply with ASTM C881.
 - c. Acceptable manufacturer:
 - 1) Euclid Chemical Co., "DuralBond."
 - 2) Sika Chemical Co, "Sikadur 35 Hi-Mod LV."
 - 3) BASF, "SCB Concresive 1380."
 - 4) Or approved equal.

2.03 ADHESIVES

- A. Adhesive for pressure injection of cracks in concrete:
 - 1. A two-component, moisture tolerant, low viscosity, liquid epoxy adhesive conforming to ASTM C881 for load-bearing applications.
 - 2. Acceptable manufacturers:
 - a. BASF, "SCB Concresive 1350 or 1360.
 - b. Sika Chemical Co, "Sikadur 35 Hi-Mod LV."
 - c. Euclid Chemical Co., "Eucopoxy Injection Resin."
 - d. Or approved equal.
- B. Adhesive for doweling of anchors and reinforcing bars in concrete:
 - A two-component, moisture tolerant, epoxy gel conforming to ASTM C881 for load-bearing applications.

Kitsap County Silverdale Recycling and Garbage Facility Rail Track Contract Documents

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2. Acceptable manufacturers:

- a. Euclid Chemical Co., "Euco #452."
- b. Sika Corporation, "Sikadur Anchor Fix-4."
- c. Simpson Strong Tie, "Set XP."
- d. Hilti, "HIT RE 500SD."
- e. BASF, "SCB Concresive 1380."
- f. Or approved equal.

PART 3 - EXECUTION

3.01 GENERAL

- A. Mix, place and cure in accordance with the manufacturer's instructions.
- B. For grouting of equipment base plates, refer to manufacturer's instructions for appropriate procedures.

3.02 EXAMINATION

- A. Inspect concrete surfaces to receive grout or mortar and verify that they are free of ice, frost, dirt, grease, oil, curing compounds, paints, impregnations, and all loose material or foreign matter likely to affect the bond or performance of grout or mortar.
- B. Inspect base plate and anchor systems for rust, oil, and other deleterious substances that may affect the bond or performance of grout.
- C. Confirm that newly placed concrete has been cured sufficiently to attain its design strength and limit further shrinkage.
- Verify that temperature of cementitious or epoxy grout does not exceed manufacturer's recommendations.

3.03 PREPARATION

- A. Surface Preparation:
 - Roughen all concrete surfaces by chipping, or other mechanical means to ensure bond. Loose or broken concrete shall be removed.
 - All grease, oil, dirt, curing compounds, laitance, and other deleterious materials that
 may affect bond that were identified in the inspection process shall be completely
 removed from concrete and bottoms of base plates. All metal surfaces should have a
 2- to 3-mil peak-to-valley profile for epoxy grouts.

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- 3. For cementitious mortars and grouts, concrete shall be saturated surface damp. Any standing water shall be removed prior to placing grouts.
- 4. For epoxy grouts, do not wet concrete surfaces with water. Instead, where required, wet surfaces with epoxy for horizontal work or epoxy gel for vertical or overhead work prior to placing epoxy grouts.
- B. Forms and Headboxes for Cementitious or Epoxy Grouts:
 - 1. Forms for grouts shall be built of material with adequate strength to withstand the placement of grouts.
 - Forms must be rigid and liquid tight. All cracks and joints shall be caulked with an elastomeric sealant. All forms shall be lined with polyethylene for easy grout release. Forms carefully waxed with two coats of heavy-duty paste wax shall also be acceptable.
 - 3. Forms shall be 4 to 6 inches higher than the base plate on one side of the base plate configuration when using head pressure for placement.
 - 4. Air relief holes a minimum 1/8 inch in diameter shall be provided when required by a base plate configuration to avoid entrapping air underneath.

3.04 NON-SHRINK CEMENTITIOUS GROUT

- A. Prepare concrete surfaces in accordance with the grout manufacturer's instructions.
- B. Do not retemper grout by adding more water after stiffening.

3.05 EPOXY GROUT

- A. Prime concrete in accordance with the grout manufacturer's instructions.
- B. Epoxy grouts shall be mixed in complete units. Do not vary the ratio of components or add solvent to change the consistency of the mix.
- C. Mix until aggregate is uniformly wetted. Over mixing will cause air entrapment in the mix.

3.06 PRESSURE INJECTION OF CRACKS

- A. Design system to permit injection of adhesive resin at pressures up to 50 psi.
- B. Injection Equipment
 - 1. Include a mixer and holdover agitator tanks.
 - 2. Provide gauges to indicate pressure used.
 - 3. Provide a meter capable of indicating the volume of grout used to 1/10 of a cubic foot.

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3.07 DOWEL INSTALLATION

- A. Install per adhesive manufacturer's instructions.
- B. Obstructions in Drill Path.
 - Locate holes in existing concrete to miss existing reinforcing. Prior to drilling holes, field verify and mark the location of existing reinforcing using a pachometer or other approved locating equipment.
 - 2. When reinforcing steel is encountered in the drill path, slant drill to clear obstruction. Drill shall not be slanted more than 10 degrees. Where slanting the drill does not resolve the conflict the Contractor shall stop and notify the Project Representative and resolve the conflict to the satisfaction of the Project Representative.
 - 3. Abandoned dowel or anchor holes shall be completely filled with non-shrink grout and struck off flush with the adjacent surface.

3.08 CURING

A. Cementitious Grouts:

- 1. Clean equipment and tools as recommended by the grout manufacturer.
- Cure Grouts in accordance with manufacturer's specifications and recommendations.
 Keep grout moist for a minimum of 3 days. The method needed to protect grouts will
 depend on temperature, humidity, and wind. Wet burlap, a soaker hose, sun shading,
 ponding, and, in extreme conditions, a combination of methods shall be employed.
- 3. Grouts shall be maintained above 40 degrees Fahrenheit until they have attained a compressive strength of 3,000 pounds per square inch, or above 70 degrees Fahrenheit for a minimum of 24 hours to avoid damage from subsequent freezing.

B. Epoxy Grouts:

- Cure grouts in accordance with manufacturers' specifications and recommendations.
 Do not wet cure epoxy grouts.
- Consult the manufacturer for appropriate cure schedule. In no case should any surface in contact with epoxy grout be allowed to fall below 50 degrees Fahrenheit for a minimum of 48 hours after placement.

3.09 INSPECTION AND TESTING

A. Installation of epoxy anchors shall take place under continuous supervision of the Special Inspector, who shall verify hole depth, diameter and cleaning; proper mixing and application of the epoxy materials; and installation of the fastener embedments to the proper depths.

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- B. During the course of construction, the Project Representative may take separate field samples of the following materials for confirming tests:
 - 1. Cement.
 - 2. Aggregates.
 - 3. Cement grout mixture.
 - 4. Commercially manufactured grout products.
- C. The testing laboratory will sample and test grout materials and submit results to the Project Representative.

END OF SECTION

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Division 05 Metals

SECTION 05 12 20 STRUCTURAL STEEL

PART 1 - GENERAL

1.01 QUALITY ASSURANCE

- A. Materials, Fabrication, and Erection: Conform with the latest edition of AISC Specification for Structural Steel Buildings and Code of Standard Practice for Steel Buildings and Bridges.
- B. Welding: By operators qualified by tests as prescribed by the AWS in Standard Qualification Procedure for performance of the type of work required. Structural welding shall be performed by welders certified by WABO or local building department jurisdiction.

1.02 SUBMITTAL

- A. Shop Drawings: All fabricated metals illustrating dimensions, erection details, cuts, copes, connections, holes, threaded fasteners, and welds. Base dimensional data on actual field measurements where connections interface with other materials required.
- B. Mill Test Reports: Submit mill test reports for each shipment of materials or products.

1.03 PRODUCT HANDLING

- A. Delivery of Materials Installed Under Other Sections:
 - 1. Deliver anchor bolts, anchorage devices, sleeves, and other steel to be embedded in cast-in-place concrete or masonry prior to start of concrete or masonry work.
 - 2. Provide setting drawings, templates, and direction for installation of anchor bolts and other devices.
- B. Store above grade. Protect from corrosive elements.
- C. Handle and store during construction to prevent overstressing any elements.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Structural Steel All new material, clean and free from damage:
 - 1. Rolled Shapes, Bars, and Plates: ASTM A992.
 - 2. Steel Pipe: ASTM A53 Grade B.

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- 3. Tubes (HSS): ASTM A500 Grade B or C.
- 4. American Standard S shapes: ASTM A36.
- B. Bolts:
 - 1. Standard Bolts and Nuts: ASTM A307.
 - 2. High Strength Bolts and Nuts: ASTM A325-N.
 - 3. Anchor Bolts: ASTM A307.
- C. Welding Electrodes: AWS E70XX.

2.02 FABRICATION

- A. Fabricate structural and architectural steel in accordance with the appropriate AISC Specifications with the modifications and additional requirements specified in this section.
- B. Weld all shop connections unless otherwise noted.
 - 1. Conform to AWS Code for "Arc Welding in Building Construction."
 - 2. Remove all weld spatter from exposed surfaces.
- C. Straightness of Structural Members: Straightness of structural members and fabricated assemblies shall conform to AISC Code of Standard Practice for Steel Buildings and Bridges.
- D. Shop Assembly:
 - 1. Fabricate units in as large parts and sections as practicable.
 - Holes in members: Punch or drill as necessary to receive bolts and similar items. Do not cut holes with a torch.

PART 3 - EXECUTION

3.01 ERECTION

- A. Set and secure structural steel members and appurtenant connections accurately to the required lines and levels shown on drawings.
- B. All procedures and tolerances per AISC Code of Standard Practice for Steel Buildings and Bridges.
- C. Bolts, Anchors and Other Accessories: Install as necessary and as required for erection of structural steel.

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D. Bearing Plates:

- 1. Provide under all steel, such as ends of beams bearing on concrete.
- 2. Shim with metal only.

E. Columns:

- 1. Set on leveling nuts or on metal shims to accurate elevations and grout solid.
- 2. Shim with metal only. Do not use wood wedges.
- F. Anchor Bolts and Anchors: Locate and build into connecting work. Preset anchor bolts and anchors attached to templates of configuration required for fastening to structural members.
- G. Grouting: After all structural members have been properly positioned and all bolts and anchor bolts tightened, place grout between concrete and steel. Finish exposed surfaces flush and smooth.

END OF SECTION

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SECTION 05 50 00 METAL FABRICATIONS

PART 1 - GENERAL

1.01 QUALITY ASSURANCE

- A. Materials, Fabrication, and Erection: Conform to the latest edition of AISC "Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings" (steel assemblies) and the Aluminum Association's Aluminum Construction Manual (aluminum assemblies).
- B. Welding: By operators qualified by tests as prescribed by the AWS in "Standard Qualification Procedure" for performance of the type of work required. Structural welding will require all welders to be certified by ICBO or local building department jurisdiction.
- C. Comply with OSHA and Building Code requirements.

1.02 SUBMITTALS

- A. Shop Drawings: All fabricated metals illustrating dimensions, erection details, cuts, copes, connections, holes, threaded fasteners, and welds. Base dimensional data on actual field measurements where connections interface with other materials required.
- B. Mill Test Reports: Submit mill test reports for each shipment of materials or products.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle materials in such a manner as to prevent damage to finished surfaces.
- B. Store above grade in clean and dry locations. Protect from corrosive elements.

PART 2 - PRODUCTS

2.01 STRUCTURAL STEEL

- A. Conform to Section 05 12 20, "Structural Steel."
- B. All structural steel shall be galvanized unless otherwise specified.
- C. Bolts: As specified in Section 05 12 20, "Structural Steel."

2.02 STAINLESS STEEL

- A. Bars and Shapes: ASTM A276, Type 304.
- B. Plates: ASTM A240, Type 304.

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- C. Bolts: ASTM A193, Type 316.
- D. Nuts: ASTM A194, Type 316.

PART 3 - EXECUTION

3.01 FABRICATION

- A. Fabricate in accordance with the Drawings and additional requirements specified in this section.
- B. Shop Assembly:
 - 1. Fabricate units in as large parts and sections as practicable.
 - Holes in Members: Punch or drill as necessary to receive bolts and similar items. Do not cut holes with a torch. Provide adequate fastenings for wood nailers and similar items.
- C. Galvanize all carbon steel bolts, fastenings, and hardware unless otherwise noted.

3.02 ERECTION

- A. Set and secure accurately to the required lines and levels.
- B. Protect the finish from scratches, nicks, and dents during erection.
- C. Anchor Bolts and Anchors: Locate and build into connecting work. Preset anchor bolts and anchors attached to templates of configuration required for fastening to structural members.
- D. Grouting: After all structural members have been properly positioned and all bolts and anchor bolts tightened, place grout between concrete and metal. Finish exposed surfaces flush and smooth.

END OF SECTION

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DRAWINGS/PLANS

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