



CHELAN COUNTY EXPO CENTER/FAIRGROUNDS

GENERAL CONDITIONS FOR COUNTY LEVEL FACILITY PROJECTS

PART 1 – GENERAL PROVISIONS

1.1 ORDER OF PRECEDENCE

Conflicts or inconsistencies in the Contract Documents shall be resolved by giving the documents precedence in the following order: Signed Purchase Order, including any change orders, General Conditions, Specifications, Plan Sheets.

1.2 BID DEPOSIT

A bid deposit in the amount of 5% of the bid shall then accompany each bid. Each bid shall be submitted in a sealed envelope marked on the outside as follows: (CHELAN COUNTY EXPO BEEF BARN).

PART 2 – INSURANCE AND BONDS

2.1 CONTRACTOR'S LIABILITY INSURANCE

Contractor shall obtain all the insurance required by the Contract Documents. Insurance coverage shall name the Owner as an additional insured. Companies writing the insurance shall be licensed to do business under Title 48 RCW. Contractor shall include in its bid the cost of all insurance and bonds required to complete the base bid work and accepted alternates.

Insurance carriers shall be acceptable to Owner and Carrier's AB. Best rating shall be indicated on the insurance certificate.

Contractor shall maintain the insurance coverage required by the Contract Documents during the Work and for one year after Final Acceptance. None of the insurance coverages may be cancelled or materially changed without 45 days prior notice to Owner.

2.2 REQUIRED COVERAGE AND LIMITS

Required coverage shall be at least, but not limited to the following:

1. Public Liability Insurance, including contractual liability, against claims for bodily injury, personal injury and death or property damage occurring or arising out of the execution of the Work under this Contract. Insurance shall cover claims caused by any act, omission, or negligence of the Contractor or its representatives. Limits of liability insurance shall be: Each Occurrence \$1,000,000, General Aggregate Limits \$1,000,000 (other than products commercial operations), Products-Commercial Operations Limit \$1,000,000, Personal and Advertising Injury Limit \$1,000,000, Fire Damage Limit \$50,000 (Any one fire), Medical Expense Limit \$5,000 (any one person).

2. Employers Liability on an occurrence basis in an amount not less than \$1,000,000 per occurrence.

3. Automobile Liability. If Contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 "owned autos only" must be secured. If Contractor employee's vehicles are used, the Contractor must include under the Business Automobile Policy Code 9, coverage for non-owned autos.

The minimum limits for automobile liability is \$1,000,000 per occurrence, using a combined single limit for bodily injury and property damage.

4. Workmen's Compensation coverage pursuant to the Washington State Industrial Insurance Act, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.

PART 3 – TIME AND SCHEDULE

3.1 CONSTRUCTION SCHEDULE

The project will include all site work, concrete footings, foundations, floor slab, structural design drawings and engineering calculations, building materials, erection, electrical, lights, fans, personnel doors and overhead doors, complete unfinished interior and finished exterior occurring in Steps:

Step 1

Execute purchase order with the awarded building contractor.

- Targeted to be complete no later than February 25, 2019.

Step 2

Contractor to provide design and engineering, (adequate for submittal to procure a Chelan County Building Department building permit), for the footings, foundations, floor slab, electrical, lighting, two fans to adequately move air, for a wood barn building, (including framing and structural members). The structure shall be engineered to meet or exceed snow, wind and uplift loading as designated by the governing building department.

Governing Building Code: 2015 I.B.C.

Flat Roof Snow Load: 50 psf

Climate Zone: 2

Design Wind Speed: 85 mph with sustained gusts 110 mph

Wind Exposure: C

Siesmic Zone: C

Soil Pressure: 1,500 psf

Freeze Depth: 24" for footings and foundations

The Contractor shall provide three "wet-stamped" copies of engineered drawings and calculations, adequate for acquiring a building permit from the Chelan County building department.

- To be complete and provided to the Owner no later than March 25, 2019.

Step 3

Owner to select colors for finished roofing, siding and trim from the manufacturer's standard colors. Allow for three different colors.

- To be completed before building materials are ordered.

Step 4

Owner shall be responsible for obtaining the building permits from the Chelan County Building Department.

- Permit issue targeted for no later than April 1, 2019.

Step 5

Contractor to perform site work, construct footings, foundations and place concrete floor slab with 2 – 2” conduits in each corner, one on each wall, to accommodate future growth.

- Completion targeted for May 20, 2019.

Step 6

Contractor shall provide all the labor, materials, equipment, and incidentals as required to erect a 50'-0" x 100'-0" x 14'-0", eave height pole-type wood structure, (per attached drawings 1, 2, 3, 4 and 5) including site work, concrete footings, foundation, floor slab, structural design, engineering, building supplies, electrical, fans, lighting, personnel doors, overhead doors and erection of a finished wood barn structure. The structure shall be constructed entirely, (except for the roof trusses), of pressure-treated lumber, including plywood sheathing. The roof shall be a 3:12 slope. The roof shall be clear span, with no interior posts. The concrete foundation shall terminate 12" above finished grade, with the siding terminating 4" above the finished floor. Provide 2 - 2" conduit for electrical in each corner, one on each sidewall and one on each end-wall of the building.

At each end wall, provide two openings, one opening include the installation of a 14' x 14' insulated steel sectional powered jack-shaft (wall-mounted) overhead door, and the other opening install a 3' x 7' insulated steel door and frame with keyed lockset conforming to existing key/core system.

The exterior finishes shall be 24 ga. commercial-grade standing seam steel roofing (standing seam ribs shall be spaced at 36" o.c.), to match the existing roof styles on site, 24 ga. siding, and trim as required for a weather-tight enclosure. Roofing, siding and trim colors shall be as selected by Owner from manufacturer's standard colors.

The interior shall include electric outlets to be placed 50" above finished floor, spaced every 20' on side walls, and one on each side of the overhead door. Light switches to be placed at each personnel door 50" from finished floor, next to the electrical outlet. LED light fixtures to be located in two rows parallel to the side wall, and shall obtain the minimum 10 foot-candles over the area of the room at a height of 30 inches above the finished floor (IBC 2018). The two fans shall be centered and 25' from each end wall.

- Completion of building erection, no later than June 28, 2019.

3.2 OWNER'S RIGHT TO SUSPEND OR STOP THE WORK

Owner may, at its sole discretion, order the Contractor, in writing to suspend or terminate all or any part of the Work and pay contractor for work completed, as mutually agreed.

3.3 LABOR DISPUTES

Contractor shall notify Owner of any actual or potential labor dispute.

3.4 PROGRESS AND COMPLETION

Final completion of building erection must be complete by June 28, 2019.

PART 4 – SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.1 GENERAL

The intent of the General Conditions and drawings is to describe a project that is the complete and weather-tight erection of a new timber building. Contractor shall perform the work required in accordance with the drawings, (Sheets 1, 2, 3, 4 and 5), contractor provided structurally engineered calculations, drawings, specifications, and other provisions of the Contract Documents and provide work and materials which are clearly implied.

4.2 DISCREPANCIES

Anything mentioned in the specifications and not shown on the drawings, or vice versa, shall be of like effect as if shown or mentioned in both. If Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, the Contractor shall notify the Owner in writing before proceeding with the Work. Any questions about the interpretation of the Contract Documents shall be directed to the Owner, prior to performing work.

PART 5 – PERFORMANCE

5.1 CONTRACTOR CONTROL AND SUPERVISION

The Contractor shall provide a competent superintendent to supervise and direct the Work who has authority to act for the Contractor.

5.2 PERMITS, FEES AND NOTICES

Unless otherwise provided in the Contract Documents, the Owner shall pay for and obtain all permits and inspections necessary for execution and completion of the Work. The Owner is responsible for scheduling all required inspections.

5.3 PREVAILING WAGES

Contractor shall pay the applicable prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12. Prevailing wage rates can be obtained by visiting the following website,
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

A copy of the applicable wage rates is available for viewing upon request. Contractor shall be responsible to file a Statement of Intent to Pay Prevailing Wages with L & I and send a copy of the approved Statement of Intent to the Owner. Copies of the approved Statement of Intent shall be posted on the job site. Copies of approved Intents to Pay Prevailing Wages for the Contractor and all subcontractors shall be submitted with the Contractor's first application for payment. The Contractor and all subcontractors shall promptly submit to the Owner certified payroll copies upon request.

5.4 PERFORMANCE BOND

Per RCW 39.08.010, the State shall require a performance bond for the Work. On contracts of one hundred and fifty thousand dollars or less, at the Contractor's option, the State, in lieu of a performance bond shall retain ten percent of the contract amount for 60 days or less after the date of Final Completion until receipt of all necessary releases from the Department of Revenue, Employment Security Department, and the Department of Labor and Industries, and settlement of any liens filed.

5.5 HOURS OF LABOR

Contractor shall comply with all applicable provisions of RCW 49.28 in conjunction with the Expo Directors scheduled events.

5.6 NONDISCRIMINATION

Discrimination by Contractor in all phases of employment and contracting is prohibited by Federal and State laws, rules and regulations.

5.7 SAFETY

In performing this contract, the Contractor shall provide for protecting the lives and health of employees, Chelan County personnel, and the general public; preventing damage to property, materials, supplies, and equipment. Site safety plan will be provided by the Contractor and submitted to the owner prior to commencement of work.

5.8 PRIOR NOTICE OF EXCAVATION

Contractor shall provide prior notice of the scheduled commencement of excavation to all owners of underground facilities and utilities, through locator services.

5.9 MATERIAL AND EQUIPMENT

All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended.

5.10 CORRECTION OF NON-CONFORMING WORK

It is the responsibility of Contractor to promptly correct, at its sole expense, and without change in the Contract Time or Contract Sum, Work found by Owner not to conform to the requirements of the Contract Documents. This obligation extends for one year after Substantial Completion, or one year from the date of repair or replacement of the non-conforming work.

5.11 CLEAN UP

Contractor shall at all times keep the project site, including haul routes, infrastructures, utilities, and storage areas free from accumulations of waste materials. Upon completing the Work, Contractor shall leave the project site in a clean, neat and orderly condition satisfactory to the Owner.

5.12 ACCESS TO WORK

Contractor shall provide Owner and Owners Agents access to and for inspection of the Work.

5.13 OTHER CONTRACTS

Owner may undertake or award other contracts for additional work at or near the project site. Contractor shall reasonably cooperate with the other contractors and with the Owner.

5.14 WARRANTY OF CONSTRUCTION

Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment material, or design furnished, or workmanship performed by Contractor. Contractor shall obtain and provide to Owner all warranties that would be given in normal commercial practice executed for the benefit of the Owner.

5.15 INDEMNIFICATION

Contractor shall defend, indemnify, and hold Owner and Owners Agents harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from the sole negligence of Contractor or any of its subcontractors; the concurrent negligence of Contractor or such subcontractor; and the use of any design, process, or equipment which constitutes an infringement of any U.S. patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret or other intellectual property right. In any action against Owner and any other entity indemnified in accordance with this section, by any employee of Contractor, its subcontractors, sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under RCW Title 51, the Industrial Insurance Act, or any other employee benefit acts. In addition, Contractor waives immunity as to Owner and Owners Agent only, in accordance with RCW Title 51.

PART 6 – PAYMENTS AND COMPLETION

6.1 CONTRACT SUM

Owner shall pay Contractor the Contract Sum for performance of the Work. The Contract Sum shall include all taxes imposed by law and properly chargeable to the project, including sales tax.

6.2 PAYMENTS WITHHELD

Owner may withhold or, nullify the whole or part of any payment, for reasons including but not limited to:

1. Failure to perform Work in accordance with the Contract Documents.
2. Work by Owner to correct defective Work or complete the Work.
3. Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.

6.3 RETAINAGE

RCW 60.28 concerning retainage is made a part of the Contract Documents by reference as though fully set forth herein.

6.4 SUBSTANTIAL COMPLETION

Substantial Completion shall not have been achieved if all systems and parts are not functional, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by the Owner.

6.5 FINAL COMPLETION, ACCEPTANCE AND PAYMENT

Upon notice that the Work is ready for final inspection and acceptance and upon receipt of the final invoice, the Owner will promptly make such inspection and, when the Owner finds the Work acceptable, the Owner will make payment on final invoice. Upon receipt by the Owner of the Contractor's approved Affidavit of Wages Paid and all other release paperwork, the Owner will begin the retainage release process.

PART 7 – CHANGES

7.1 CHANGES IN THE WORK, SUM, OR TIME

The Owner may make changes to the project Work, Sum, or Time in coordination with the Contractor. Contractor shall not proceed with any change in the Contract without a signed Change Order authorized by the Project Administrator. Contractor shall submit a complete itemization of the following costs regarding any change in the Work; Labor Hours, Labor Costs/Hour, Material Cost, Equipment Cost, and/or subcontractor cost incurred in the accommodation of the Change. Overhead allowance will be limited to a 16% addition for any work performed by Contractor up to \$50,000, and 4% overhead allowance for any additional work in excess of \$50,000. Allowance for profit will be 6% of the cost of work for both Contractor performed Work and subcontractor performed work.

The Contract Time will only be changed by signed change order, authorized by the Project Administrator.

PART 8 – MISCELLANEOUS PROVISIONS

8.1 GOVERNING LAW

The Contract Documents and the rights of the parties shall be governed by the laws of the State of Washington.

8.2 ASSIGNMENT

Contractor shall not assign the Work without written consent of the Owner.

8.3 RECORDS RETENTION

The wage, payroll, and costs records of Contractor, and its Subcontractors, and all records subject to audit shall be retained for a period of not less than 6 years after the date of Final Acceptance.

8.4 GRATUITIES

The Contractor shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of the Owner, or rent or purchase any equipment or materials from any employee or officer of the Owner. The Contractor shall comply with all applicable sections of the State Ethics Law, RCW 42.52, which regulates gifts to Owner officers and employees.