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# **CENTRAL WASHINGTON UNIVERSITY**

## **SMALL WORKS PROJECT**

### **ECLC Heating and Cooling Upgrades**

**CWU Contract No. 17435-01**

### **Project Manual - Bid Documents**

June 25<sup>th</sup> 2025

Prepared by:

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### **Attachments**

- A ECLC Floor Plans for Reference

**PROJECT DESCRIPTION:**

The purpose of this project is to complete a mechanical upgrade for the Early Childhood Learning Center (ECLC) Heating and Cooling on the Central Washington University (CWU) campus in Ellensburg, Washington. The project includes the demo and removal of 6 (six) hydronic heat fan coils, air conditioners, and water lines connecting to the boiler & capping, and with new Carrier DX Fan coils and Heat pumps. Scope includes all electrical disconnect, and Controls terminations for mechanical scope or work.

**SMALL WORKS ROSTER PROCEDURE:**

This campus project is being delivered using CWU's Small Works Roster process. Contractors interested in bidding must be listed on CWU's Small Works Roster and have a current Washington State Contractor's License.

**ELECTRONIC BID OPENING:**

The electronic bid opening process shall consist of an email submitted to David Kopczynski, CWU Project Manager, [David.kopczynski@cwu.edu](mailto:David.kopczynski@cwu.edu). The email submission shall have the **Bid Form** (See **Section 00 2000**) attached in PDF format. The email with the Bid Form must be submitted prior to **3:00 PM, Pacific Time, Tuesday, July 8<sup>th</sup>, 2025**. Upon receipt of the electronic bid, the CWU Project Manager will reply to the email address and acknowledge receipt of the Bid Form.

**BASE BID:**

The base bid amount the Contractor submits shall be to furnish all labor, supervision, materials, services, and equipment required for **ECLC Heating & Cooling** in accordance with the Bid/Construction Documents.

**PROJECT SCHEDULE:**

**June 25<sup>th</sup>, 2025 :** Small Works Roster Contractors will be solicited by CWU to submit bids.  
**July 8<sup>th</sup>, 2025 :** Bids must be received prior to **3pm, July 8<sup>th</sup>, Tuesday, 2025**.  
**August 22<sup>nd</sup>, 2025:** Project shall be Performed dates or expected date of completion.

**CWU CONTACT:**

Direct all questions regarding the project to David Kopczynski, CWU Project Construction Coordinator, at [David.Kopczynski@cwu.edu](mailto:David.Kopczynski@cwu.edu), or 509-899-5787.

**SITE VISIT & PARKING:**

The pre-planned site walk through is highly recommended... schedule the site visit with David Kopczynski CWU Construction Project Coordinator.

Jongeward is located on the CWU Ellensburg Campus, 205 E. 11th Avenue. Limited visitor street parking is available or daily passes (\$6.00) can be purchased at brown ticket dispensers located throughout campus or pre-purchased online at <https://www.cwu.edu/parking/>. Parking without a permit may result in receiving parking ticket that will not be reimbursed by the university.

**BID/CONSTRUCTION DOCUMENT CLARIFICATIONS AND PRODUCT SUBSTITUTIONS:**

Any clarifications requests to the Bid/Construction Documents must be submitted to the CWU Construction Coordinator at least five (5) working days prior to the bid opening. Substitutions on the mechanical manufacturer will not be accepted on this bid.

**AMENDMENTS TO BID SPECIFICATIONS:**

Any amendment(s) to or error(s) in bid documents (specifications, drawings, etc.) called to the attention of the Owner will be corrected and furnished to all Contractors holding bid documents.

**CONTRACTOR QUALIFICATIONS:**

All bidders must be listed on the CWU Small Works Roster and have a current Washington State Contractor's License. Bidders must have successfully performed work of a similar scope and nature. Qualifications of bidders will be evaluated when determining award of bid.

**PREVAILING WAGE:**

The Contractor shall pay prevailing wages in accordance with RCW 39.12. Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, the Contractor shall submit a statement of Intent to pay prevailing wages approved by the Department of Labor and Industries, certifying the rate of hourly wage paid.

**APPRENTICE UTILIZATION PLAN: NEW SECTION\*\*\*\***

In accordance with July 1<sup>st</sup> 2025 revisions to RCW 39.04.350 based on House Bill 1549 the winning bidder shall submit an apprentice utilization plan to the awarding agency before receiving the notice to proceed. Contractor shall utilize apprentice templated supplied by Labor and Industries (L&I) and provided completed apprentice utilization to L&I at completion of the project to obtain the Notice of Completion (NOC)

**RESERVED RIGHTS:**

The Owner expressly reserves the rights: to accept or waive any and/or all irregularities in the bids submitted, to reject any and/or all bids, to base awards with due regard to quality, and to award to any bidder whose bid in the opinion of the Owner, is the lowest and best bid.

**MINORITY AND WOMEN'S BUSINESS PARTICIPATION:**

Minority and Women owned business are encouraged to submit bids. For assistance verifying certification, contact: Office of Minority and Women's Business Enterprises, 406 South Water, Mail Stop FK-11, Olympia WA 98504-4611, telephone (360) 753-9693.

**DIVERSE BUSINESS INCLUSION:**

The Owner is committed to providing the maximum practicable opportunity for participation by diverse businesses enterprises (DBE). DBE are defined as; small business, microbusiness, mini-business, minority owned business (MBE), and women owned business (WBE), as defined in RCW 39.26.010 and veteran-owned businesses as defined in RCW 43.60A.010. CWU strongly encourages contractors to work with DBE to meet or exceed the Owner's goals for each project of MBE 10%, WBE 6%, WA Small Business 5% and WA Veterans 5% participation. The successful bidder shall provide a plan to Michael Cox, CWU Construction Coordinator, for inclusion efforts undertaken to utilize DBE for any CWU goods and services contracted prior to commencing with the work.

**CENTRAL WASHINGTON UNIVERSITY**  
**ECLC Heating and Cooling Upgrades**  
**SMALL WORKS PROJECT**  
**BID FORM**

**TOTAL BASIC BID** (Not including Washington State Sales Tax):

The undersigned hereby proposes to furnish all labor, supervision, materials, services, and equipment required for the ECLC Heating and Cooling Upgrades 17435-01 on the campus of Central Washington University in Ellensburg, Washington, and to perform the Work for the General Contract in accordance with the project Bid/Construction Documents for the following lump sum of money:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Print written dollar amount in space above) (Print numeric amount in space above)

**TRENCH EXCAVATION SAFETY PROVISIONS:**

If the project includes any work which requires trenching exceeding a depth of four feet, costs for safety systems need to be shown as a separate bid item in compliance with RCW 39.04 and to ensure that the bidder agrees to comply with trench safety requirements of RCW 49.17. The bid amount shall be considered as part of the total base bid set above. *If trench excavation safety provisions do not pertain to this project, put N.A. for the dollar amount. Failure to complete this requirement shall be considered as non-responsive to the bid solicitation.*

**Trench Excavation Safety Provisions Only:** \$ \_\_\_\_\_

**TIME FOR COMPLETION:**

The undersigned hereby agrees to fully complete the Work dates work to be completed by Friday, August 22<sup>nd</sup> 2025.

**LIQUIDATED DAMAGES:**

The undersigned acknowledges and agrees to abide by all provisions of the "Liquidated Damages" section 3.07 of the General Conditions as it pertains to the Contractor for all work under this contract. The undersigned further agrees to pay the Owner as liquidated damages the sum of **\$100.00** for each consecutive calendar date that they fail to substantially complete the work in the time specified in the contract documents.

**ADDENDUM RECEIPT:**

Bidder acknowledges receipt, understanding and full consideration of the following addenda to the contract documents:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

**BID SECURITY:**

Per RCW 39.08.010, no Bid Bond is required for projects under \$150,000. For projects over \$150,000, enclose a Bid Bond, certified check or cashier's check in the amount shown below, which shall be at least 5 % of the total bid.

---

Name of Contractor \_\_\_\_\_

Signed by \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Date \_\_\_\_\_

Email address \_\_\_\_\_

State of Washington Contractor's License No. \_\_\_\_\_

Federal Tax Identification No. \_\_\_\_\_

UBI Tax Number \_\_\_\_\_

**END OF BID FORM**

**SCOPE OF WORK:** The Contractor shall provide all labor, materials, and equipment necessary for the ECLC Heating & Cooling Upgrades in accordance with the Bid Documents.

- Contractor responsible for the demolition, removal and disposal of the existing six (6) hydronic heating and DX cooling HVAC equipment and piping.
- Procure and install new Carrier Split System Heat pumps
  - Furnish and install one (1 1/2) - ton systems
  - Furnish and install five (3)-ton systems
- Furnish and install associated refrigeration piping associated with new Heat pump systems
- Furnish and install new mechanical duct fittings from new heat pump systems to existing ductwork system.
- Contractor responsible for equipment start-up and commissioning.
- Subcontract and coordinate for Electrical and with ATS on building control system automation.

**PROJECT SITE:** To find the exact location of the project, refer to [cwu.edu/map](http://cwu.edu/map) for an interactive online campus plan. The Contractor shall schedule and coordinate all of the work with CWU Project Construction Coordinator, David Kopczynski, [David.Kopczynski@cwu.edu](mailto:David.Kopczynski@cwu.edu), 509-899-5787. The Contractor shall communicate with CWU Project Construction Coordinator, David Kopczynski for any CWU shop support assistance as needed.

**GENERAL CONDITIONS:** The Contractor shall comply with Section 00 7200 General Conditions for Washington State Facility Construction, which can be located at the following hyperlink:  
[https://www.cwu.edu/about/offices/facilities/\\_documents/cwu-general-conditions.pdf](https://www.cwu.edu/about/offices/facilities/_documents/cwu-general-conditions.pdf)

**GENERAL CONDITIONS:**

Regarding the project terms and conditions (Insurance, Prevailing Wages, Payment and Performance Bonds, Contract Sum, etc.), the Contractor shall comply with:

Section 00 7200 General Conditions for Washington State Facility Construction – access the following hyperlink:

[https://www.cwu.edu/about/offices/facilities/\\_documents/cwu-general-conditions.pdf](https://www.cwu.edu/about/offices/facilities/_documents/cwu-general-conditions.pdf)

**END OF SECTION**

**SUPPLEMENTAL CONDITIONS  
FOR WASHINGTON STATE FACILITIES CONSTRUCTION**  
(Paragraphs keyed to the State's General Conditions)

2.02 Replaces Section 2.02 – INSURANCE COVERAGE LIMITS and CERTIFICATES

A. Insurance Coverage Certificates and Policies

The Contractor shall furnish acceptable proof of insurance coverage on the state of Washington Certificate of Insurance form SF500A, dated 07/02/92 or ACORD form, as well as copies of insurance policies.

B. Required Insurance Coverages

1. For a contract less than \$100,000.00, the coverage required is:

- a. Comprehensive General Liability Insurance – The Contractor shall at all times during the term of this contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death or property damage occurring or arising out of services provided under this contract. This insurance shall cover claims caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased as deemed necessary by the contracting parties, shall be:

Each Occurrence	\$1,000,000.00
General Aggregate Limits (other than products – commercial operations)	\$1,000,000.00
Products – Commercial Operations Limit	\$1,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expense Limit (any one person)	\$5,000.00

- b. If the contract is for underground utility work, then the Contractor shall provide proof of insurance for that above in the form of Explosion, Collapse and Underground (XCU) coverage.

- c. Employers Liability on an occurrence basis in an amount not less than \$1,000,000.00 per occurrence.

2. For contracts over \$100,000.00 but less than \$5,000,000.00 the contractor shall obtain the coverage limits as listed for contracts below \$100,000.00 and General Aggregate and Products – Commercial Operations Limit of not less than \$2,000,000.00.

3. Coverage for Comprehensive General Bodily Injury Liability Insurance for a contract over \$5,000,000.00 is:

Each Occurrence	\$2,000,000.00
General Aggregate Limits (other than products – commercial operations)	\$4,000,000.00
Products – Commercial Operations limit	\$4,000,000.00
Personal and Advertising Injury Limit	\$2,000,000.00

Fire Damage Limit (any one fire)	\$50,000.00
Medical Expense Limit (any one Person)	\$5,000.00

4. For all Contracts – Automobile Liability: in the event that services delivered pursuant to this contract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. 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 also include under the Business Automobile Policy Code 9, coverage for non-owned autos. The minimum limits for automobile liability is: \$1,000,000.00 per occurrence, using a combined single limit for bodily injury and property damage.
5. For Contracts for Hazardous Substance Removal (Asbestos Abatement, PCB Abatement, etc.)
  - a. In addition to providing insurance coverage for the project as outlined above, the Contractor shall provide Pollution Liability insurance for the hazardous substance removal as follows:

<u>EACH OCCURRENCE</u>	<u>AGGREGATE</u>
\$500,000.00	\$1,000,000.00

or \$1,000,000.00 each occurrence/aggregate bodily injury and property damage combined single limit.

- 1) Insurance certificate must state that the insurer is covering hazardous substance removal.
- 2) Should this insurance be secured on a “claims made” basis, the coverage must be continuously maintained for one year following the project’s “final completion” through official completion of the project, plus one year following.

For Contracts where hazardous substance removal is a subcomponent of contracted work, the general contractor shall provide to the Owner a certificate of insurance for coverage as defined in 5a. above. The State of Washington must be listed as an additional insured. This certificate of insurance must be provided to the Owner prior to commencing work.

## 2.04 Replaces Section 2.04 - PAYMENT AND PERFORMANCE BONDS

Conditions for bonds: Payment and performance bonds for 100% of the Contract Award Amount, plus state sales tax, shall be furnished for the Work, using the Payment Bond and Performance Bond form published by and available from the American Institute of Architects (AIA) – form A312. Prior to execution of a Change Order that, cumulatively with previous Change Orders, increases the Contract Award Amount by 15% or more, the Contractor shall provide either new payment and performance bonds for the revised Contract Sum, or riders to the existing payment and performance bonds increasing the amount of the bonds. The Contractor shall likewise provide additional bonds or riders when subsequent Change Orders increase the Contract Sum by 15% or more.

No payment or performance bond is required if the Contract Sum is \$150,000 or less and the Contractor or General Contractor/Construction Manager agrees that Owner may, in lieu of the bond, retain 10% of the Contract Sum for the period allowed by RCW 39.08.010.

### 3.02 Replaces Section 3.02 B – CONSTRUCTION SCHEDULE

B. Form of Progress Schedule: The Progress Schedule shall be in the form of a Critical Path Method (CPM) logic network or, with the approval of the Owner, a bar chart schedule may be submitted. The scheduling of construction is the responsibility of the Contractor and is included in the contract to assure adequate planning and execution of the work. The schedule will be used to evaluate progress of the work for payment based on the Schedule of Values. The schedule shall show the Contractor's planned order and interdependence of activities, and sequence of work. As a minimum the schedule shall include:

1. Date of Notice to Proceed;
2. Activities (resources, durations, individual responsible for activity, early starts, late starts, early finishes, late finishes, etc.);
3. Utility Shutdowns;
4. Interrelationships and dependence of activities;
5. Planned vs. actual status for each activity;
6. Substantial completion;
7. Punch list;
8. Final inspection;
9. Final completion, and
10. Float time

The Schedule Duration shall be based on the Contract Time of Completion listed on the Bid Form. The Owner shall not be obligated to accept any Early Completion Schedule suggested by the Contractor. The Contract Time for Completion shall establish the Schedule Completion Date.

If the Contractor feels that the work can be completed in less than the Specified Contract Time, then the Surplus Time shall be considered Project Float. This Float time shall be shown on the Project Schedule. It shall be available to accommodate changes in the work and unforeseen conditions.

Neither the Contractor nor the Owner have exclusive right to this Float Time. It belongs to the project.

### 5.01 Replaces Section 5.01 B & D - CONTRACTOR CONTROL AND SUPERVISION

B. Competent Superintendent required: Performance of the Work shall be directly supervised by a competent superintendent who has authority to act for Contractor. The superintendent must be satisfactory to the Owner and shall not be changed without the prior written consent of Owner. Owner may require Contractor to remove the superintendent from the Work or Project site, at no cost to the Owner for delay or any other claim, if Owner reasonably deems the superintendent incompetent, negligent, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition. Noncompliance with the Owner's request to remove and replace the superintendent for a material reason shall also be grounds for terminating the Contract for cause.

D. Contractor to employ competent and disciplined workforce: Contractor shall enforce strict discipline and good order among all of the Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, require Contractor to remove from the Work or Project site, at no cost to the Owner for delay or any other claim, any employee Owner reasonably deems incompetent,

negligent, or otherwise objectionable. Noncompliance with the Owner's request to remove and replace personnel at any level for a material reason shall also be grounds for terminating the Contract for cause.

#### 5.02 Replaces Section 5.02 B – PERMITS, FEES AND NOTICES

- B. Allowances for permit fees: The actual cost of the general building permit (only) and the public utility hook-up fees will be a direct reimbursement to the Contractor or paid ***directly to the permitting agency by the Owner. Fees for these permits should not be included by the Contractor in his bid amount***

#### Add New Section 5.02 D – PERMITS, FEES, AND NOTICES

- D. Contractor to submit copies: The General Contractor shall submit copies of each valid permit required on the project to the Owner's representative. Nothing in this part shall be construed as imposing a duty upon the Owner or A/E to secure permits.

#### 5.04 Replaces 5.04, Section A – PREVAILING WAGES

- A. Contractor to pay Prevailing Wages or applicable Federal Wages: Contractor shall pay the 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 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. If applicable, the Contractor shall comply with all Federal Funding requirements of the Davis Bacon Act that will be addressed in a separate "DIVISION 00 SPECIAL CONDITIONS" specification section that will be based on the specific requirements of the funding source. .

#### 5.04 Replaces 5.04, Section G – Certified Payrolls

- G. Certified Payrolls: Consistent with WAC 296-127-320, the Contractor and any subcontractor shall submit a certified copy of payroll records if requested. If applicable, the Contractor shall comply with all Federal Funding requirements of the Davis Bacon Act that will be addressed in a separate "DIVISION 00 SPECIAL CONDITIONS" specification section that will be based on the specific requirements of the funding source.

#### 5.06 Replaces 5.06, Section A – NONDISCRIMINATION

- A. Discrimination prohibited by applicable laws: The Contractor and all Subcontractors shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

#### 5.07 Replaces 5.07, Section A – SAFETY PRECAUTIONS

- A. In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoid work interruptions. For these purposes, the Contractor shall:
1. Follow Washington Industrial Safety and Health Act (WISHA) regional directives and provide a site-specific safety program that will require an accident prevention and hazard analysis plan for the contractor and each subcontractor on the work site. The Contractor shall submit a site-specific safety plan to the Owner's representative prior to the initial scheduled construction meeting.
  2. Provide adequate safety devices and measures including, but not limited to, the appropriate safety literature, notice, training, permits, placement and use of barricades, signs, signal lights, ladders, scaffolding, staging, runways, hoist, construction elevators, shoring, temporary lighting, grounded outlets, wiring, hazardous materials, vehicles, construction processes, and equipment required by all applicable state, federal, and local laws and regulations.
  3. Comply with the State Environmental Policy Act (SEPA), Clean Air Act, Shoreline Management Act, and other applicable federal, state, and local statutes and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources.
  4. Post all permits, notices, and/or approvals in a conspicuous location at the construction site.
  5. Provide any additional measures that the Owner determines to be reasonable and necessary for ensuring a safe environment in areas open to the public. Nothing in this part shall be construed as imposing a duty upon the Owner or A/E to prescribe safety conditions relating to employees, public, or agents of the Contractors.

#### 5.20 Add New Paragraph A. 6. – SUBCONTRACTORS AND SUPPLIERS

6. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

#### 5.20 Replace Paragraph B – SUBCONTRACTORS AND SUPPLIERS

- B. Use qualified Subcontractors: Contractor shall utilize Subcontractors and suppliers, which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any Subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions.

#### 7.02 Replace Paragraph B.7.c – CHANGE IN THE CONTRACT SUM, Change Order Pricing – Fixed Price, Components of Increased Cost

- c. Equipment costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be

used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources:

- (1) The National Electrical Contractors Association for equipment used on electrical work.
- (2) The Mechanical Contractors Association of America for equipment used on mechanical work.
- (3) The EquipmentWatch Fleet Manager Estimator Package (digital). The maximum rate for standby equipment shall not exceed that shown in the Associated General Contractors Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement, current edition on the Contract execution date.

### 10.11 Add Part 10.11 – DIVERSE BUSINESS PARTICIPATION

The state of Washington encourages participation in all of its contracts by Diverse Businesses as found in RCW Chapters 39, 43, and WAC 326. The voluntary Diverse Business goal of 26%, which is an aggregate of: 10% Minority Business Enterprises (MBE), 6% Women Business Enterprises (WBE), 5% Veteran-owned Business, and 5% Washington Small Businesses self-identified in the Washington Electronic Business Solution (WEBS) <http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx>. Contractors are encouraged to meet or exceed the project goals in the advertisement by any level of participation, regardless of category.

DES reserves the right to adjust the voluntary participation goals.

Businesses are encouraged to register in WEBS, as well as registering as a state certified M/WBE/Veteran Business.

For reporting, Contractor is required to register and create an account in the DES Diversity Compliance Program (B2Gnow) at <https://des.diversitycompliance.com/>.

Every month for the duration of your contract, and while your contract is active in the B2Gnow system, submit and accurately maintain the following information through B2Gnow:

- a. Payments received by the prime contractor from the Agency
- b. Payments paid to each first tier subcontractor
- c. Payments paid to each first tier supplier

You must also ensure the following information is reported in the B2Gnow system by your first tier subcontractors and suppliers for the duration of your contract:

- a. Confirmation of payments from the prime contractor to the first tier subcontractor
- b. Confirmation of payments from the prime contractor to first tier suppliers

### 10.12 Add Part 10.12 - MINIMUM LEVELS OF APPRENTICESHIP PARTICIPATION

In accordance with RCW 39.04.320, the State of Washington requires 15% apprenticeship participation for projects estimated to cost one million dollars or more.

- A. Apprentice participation, under this contract, may be counted towards the required percentage (%) only if the apprentices are from an apprenticeship program registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-05).

- B. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 by phone at (360) 902-5320, and e-mail at [Apprentice@Lni.wa.gov](mailto:Apprentice@Lni.wa.gov), to obtain information on available apprenticeship programs.
- C. For each project that has apprentice requirements, the contractor shall submit a “**Statement of Apprentice and Journeyman Participation**” on forms provided by the Department of Enterprise Services, with every request for progress payment. The Contractor shall submit consolidated and cumulative data collected by the Contractor and collected from all subcontractors by the Contractor. The data to be collected and submitted includes the following:
11. Contractor name and address
  12. Contract number
  13. Project name
  14. Contract value
  15. Reporting period “Beginning Date” through “End Date”
  16. Name and registration number of each apprentice by contractor
  17. Total number of apprentices and labor hours worked by them, categorized by trade or craft
  18. Total number of journeymen and labor hours worked by them, categorized by trade or craft
  19. Cumulative combined total of apprentice and journeymen labor hours
  20. Total percentage of apprentice hours worked
- D. No changes to the required percentage (%) of apprentice participation shall be allowed without written approval of the Owner. In any request for the change, the Contractor shall clearly demonstrate a good faith effort to comply with the requirements for apprentice participation.
- E. Any substantive violation of the mandatory requirements of this part of the contract may be a material breach of the contract by the Contractor. The Owner may withhold payment pursuant to Part 6.05, stop the work for cause pursuant to Part 3.04, and terminate the contract for cause pursuant to Part 9.01.

### 10.13 Add Part 10.13 – SPECIAL CONDITIONS

The Owner may have Federal Funding or other special requirements for this project. If applicable, the Contractor will be required to comply with the “DIVISION 00 SPECIAL CONDITIONS” section in the specifications that will be based on the specific requirements of the funding source.

## 00 7400 MODIFICATIONS TO THE GENERAL CONDITIONS

These Central Washington University Modifications to the General Conditions form a part of, and are incorporated in the Contract Documents and modify, delete, add, and replace provisions of the General Conditions. Provisions not altered remain in effect. All terms defined elsewhere in the Contract Documents shall have the same meaning here.

### PART 1 - GENERAL PROVISIONS

- 1.01A Modify the sentence as follows:  
"Application for Payment" means a written request submitted by contractor to Owner for payment of Work.

### PART 2 - INSURANCE AND BONDS

- 2.01 Add the following:  
The certificate holder shall be:  
Central Washington University  
Vice President for Business & Financial  
Affairs  
Ellensburg, WA 98926

### PART 4 - SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

- 4.01 Add to paragraph 4.02B  
...changes and shall be available to Owner and A/E at all times.

### PART 5 - PERFORMANCE

- 5.01 Add a new paragraph  
G. Work During Off Hours  
When work is to be performed during other than normal working hours or on Central Washington University holidays, Contractor shall give Owner 48 hour prior notice so that Owner's Police Department may be properly notified. Any construction activity between the hours of 7:00 p.m. to 7:00 a.m. PST is subject to approval of Owner.
- 5.02 Add a new paragraph 5.02E  
E. Prior to Final Completion, the building permit and City-approved drawings, signed inspection card(s), and any appropriate occupancy permits shall be submitted to Owner.

### PART 6 - PAYMENTS AND COMPLETION

- 6.02 Add a new subparagraph:  
This schedule shall be based upon any cost loading required as a part of the progress schedule and shall allocate at least 1% of the contract sum (in addition to the statutory retainage described in Paragraph 6.06 to that portion of the work between Substantial and Final Completion.
- 6.03D Add a new subparagraph 6.03D(9):  
9 For material stored off-site not in a warehouse, Contractor may request payment, provided that the remaining requirements of this paragraph and any additional requirements of Owner are met.
- 6.04A In the first sentence change "30 days" to "45 days."  
6.09B Add the following:  
Final Acceptance: Final Acceptance of the Work shall be by action of the Board of Trustees or its delegated representative.

### PART 8 - CLAIMS AND DISPUTE RESOLUTION

- 8.01 Add new Paragraphs 8.01 G and 8.01 H:  
G Notwithstanding 8.02 below, upon request by Owner, any claims between Owner and Contractor, Architect/Engineer and Contractor, Owner and Architect/Engineer, Owner and Contractor's Guarantor, or Contractor and its Subcontractors and Suppliers shall be submitted in a single forum and Owner may consolidate or join any of the above-named parties in the action. Other parties may be joined upon notice

by either Contractor or Owner with the consent of such third party.

Thereafter, such third parties shall be bound by the results of such dispute resolution process to the same extent as the original parties to the dispute.

H Contractor agrees that any contract with a Sub-contractor to perform any portion of the work shall include a provision which contractually requires the Sub-contractor be joined, at the Owner's request, in the dispute process.

8.02 Replace the 8.02 A – E with the following:

DISPUTE RESOLUTION: In order to assist in the resolution of disputes or claims arising out of the work of this project, the Owner has provided for the following procedures in an escalating fashion.

A Within 20 calendar days after receipt of a written directive from the Owner's Project Manager to proceed with the protested work, in accordance with Paragraph 8.01. D, the Contractor shall, if the Contractor still objects to such instruction, file a written protest with the Owner's Director of Facilities Management, clearly detailing all of the following:

1. The basis of the objection(s), and
2. The contract provisions that support the protest, and
3. The actual or estimated dollar cost, if any, of protested work and how that cost was determined, and,
4. Estimates or actual amounts of additional time incurred, if any.

B Within 20 calendar days of receipt of the contractor's appeal for review, the Owner shall arrange a meeting to include the Contractor's Senior Principal (or their designee) and the Owner's Business Manager (or his designee). Such meeting shall be held at a mutually agreed time on the Owner's Campus. Either party may request a Mediator be retained to participate in the dispute resolution process. Both must agree on the choice and share equally in the expense. If in disagreement, the parties agree to allow an independent third party such as the Yakima Dispute Resolution Center to pick one.

C If the Owner and the Contractor are able to resolve their dispute through this process, the Owner will promptly process any contract changes, otherwise the Owner shall, after review of all the pertinent facts, make a written determination of the dispute and such determination shall be final.

D If the Contractor disagrees with the final determination of the Owner, the Contractor may, within 45 calendar days, file a Complaint which shall be subject to judicial review as provided under State of Washington case law, in the Superior Court of Kittitas County, Washington, which shall have exclusive jurisdiction and venue over all matters in question between the Contractor. Failure to file such Complaint within the time prescribed shall be deemed acceptance by the Contractor.

## **PART 10 - MISCELLANEOUS PROVISIONS**

10.11 Change to read as follows:

10.11 W/MBE

### **PARTICIPATION**

#### **Goals**

CWU encourages participation in all of its contracts by Diverse Businesses as found in RCW Chapters 39, 43, and WAC 326. The voluntary Diverse Business goal of 26%, which is an aggregate of: 10% Minority Business Enterprises (MBE), 6% Women Business Enterprises (WBE), 5% Veteran-owned Business, and 5% Washington Small Businesses self-identified in the Washington Electronic Business Solution (WEBS). Contractors are encouraged to meet or exceed the project goals in the advertisement by any level of participation, regardless of category.

If Contractor has been unsuccessful in complying with these goals for any craft, Contractor shall broaden recruitment, training and job referral opportunities for minorities and women by undertaking each of the following:

- 1 Notify Owner;
- 2 Notify state and community organizations of opportunities for employment, and retain evidence of their responses. Trade associations maintain lists of community organizations that refer minority and women workers for employment in construction trade;
- 3 Maintain a file in which is recorded the name and address of each minority and woman worker referred to Contractor and specifically what action was taken with respect to each such referred worker. If such worker was not employed by Contractor, Contractor's file shall document this and the reason therefore;
- 4 Notify Owner whenever the union with which Contractor has a collective bargaining agreement has not

referred to Contractor a minority or woman worker requested by Contractor, or Contractor has other information that the union referral process has impeded Contractor's efforts to effect minority or women utilization. Contractor shall show what relief has been sought under the collective bargaining agreement or through appropriate federal and state agencies. Appropriate steps can include, but are not limited to, arbitration or administrative relief;

5 Hire directly on a non-discriminatory basis for performance of Work, if a court of competent jurisdiction finds that a union with which Contractor has a collective bargaining agreement racially or sexually discriminates in recruitment or dispatch of worker; and

6 Use of apprentices or other appropriate entry classifications up to limits allowed or required by applicable collective bargaining agreements to meet the goals.

B Reports

Contractor shall report monthly the total hours of employment on site by craft and category. Reports will be submitted on the form attached to this Section titled "Affidavit of Amount Paid MBA/WBE".

C Compliance Meetings

Upon Owner's request, Contractor and Owner will hold a conference to discuss affirmative action with regard to equal employment opportunity. Review will be made of Contractor's reports and evidence of good faith efforts.

D Definitions

1 "Minority is defined as Blacks, Asians (Japanese, Chinese, Filipino), American Indians, Spanish-Americans (includes Mexican-American, Puerto Rican and other people with Spanish surnames not otherwise reported) and other (including Korean, Polynesian, Indonesian, Hawaiian, Aleut, and Eskimo).

2 "Craft" is defined as a recognized construction trade for which minimum wage categories are established by the Department of Labor and Industries.

10.14 Add the Following:

10.14 ASBESTOS

A Asbestos Products

Contractor shall ensure that no Asbestos products in any form are incorporated into the Work.

B Good Faith Inspection

1 Owner has performed a good faith inspection to determine whether the materials to be worked on or removed contain Asbestos, and will make this inspection report available to all bidders. Contractor shall not commence Work without receiving a copy of this report.

2 Contractor shall keep the asbestos inspection report on site.

3 The usual policy of the Owner is to identify and abate Asbestos before the Work begins, unless Asbestos abatement is included in the scope of Work of these Contract Documents. In limited cases where Owner is reasonably certain that Asbestos will not be disturbed, Asbestos material are to remain intact in the work area. These materials would be identified in the Asbestos inspection report and Contractor advised of protective measures.

4 In some cases, where certain construction or demolition tasks must be performed before the Asbestos can be accessed for removal, or where phasing of the construction does not permit scheduled during the Contract Time. In such cases, Owner and Contractor must coordinate the scheduling of the work of the separate Asbestos contractor.

C Notice

If in the course of performing the Work Contractor encounters an Asbestos Project which was not specifically reference in the Contract Documents, or disturbs Asbestos, Contractor shall immediately stop work and notify Owner. Contractor shall not recommence work until authorized by Owner.

D Delays

Owner will use its best efforts to identify the scope of an Asbestos Project in the Contract Documents. Contractor acknowledges that the condition or scope of an Asbestos Project cannot be fully determined if it would result in disturbance or exposure of asbestos prior to undertaking the Work. If Contractor is significantly delayed during the course of performance because of the presence of Asbestos not identified in the Contract Documents, Contractor may request an equitable adjustment in the Contract Sum in accordance with the provisions of section 7.02.

E Permits

Contractor shall file a Notice of Intent to Remove Asbestos with the Department of Labor and Industries. Prior

to submitting such notice to the Department of Labor and Industries, Contractor shall submit for approval to Owner Contractor's proposed procedures for undertaking the Asbestos Project to assure compliance with Owner's performance standards and applicable regulations.

F Safety Precautions

Contractor shall provide, at Contractor's cost, appropriate clothing, caution sign, supply items, and safety equipment in order to perform the Asbestos Project in accordance with the Regulations and the performance standards of Owner.

During the course of performing an Asbestos Project, Contractor shall monitor the work place and adjacent areas in accordance with the regulations and the performance standards of Owner to ensure that permissible levels of airborne concentrations of asbestos fibers are not exceeded. The results of all monitoring shall be immediately provided to Owner. If the prescribed exposure limits are exceeded, Contractor shall immediately execute a compliance program of engineering and work practices approved by Owner.

G Certification

No Contractor or person shall undertake an Asbestos Project unless certified by the Department of Labor and Industries as a qualified asbestos contractor, supervisor, or worker in accordance with the requirements of WAC Chapter 296-65.

H Records

Contractor shall maintain complete records of personal and environmental monitoring. A copy of these records shall be provided to Owner before Final Acceptance. Contractor is also required by regulation to arrange for medical examinations for those employees who work on an Asbestos Project and to maintain those records for at least twenty years.

I Definitions

- 1 "Asbestos" includes different forms of chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite.
- 2 "Asbestos Project" means the construction, demolition, repair, maintenance or renovation of any building, mechanical piping equipment or system involving the demolition, removal, encapsulation, salvage, or disposal of material which may release asbestos fibers into the air.
- 3 "Regulations". For purpose of this section Regulations shall mean the National Emission Standards for Hazardous Air Pollutants (40 CFR 61), Occupational Safety and Health Requirements Pertaining to Asbestos (29 CFR 1910), the Regulations of the Washington State Department of Labor and Industries, WAC Chapters 296-62, -65, -155, and Puget Sound Air Pollution Control Agency (PSAPCA) regulating Asbestos Projects as adopted or hereafter amended.

Attachment: "Affidavit of Amounts Paid MBE/WBE Participants"

**END OF SECTION**

**AFFIDAVIT OF AMOUNTS PAID MBE/WBE PARTICIPANTS**  
(provide report monthly with each application for payment)

CONTRACTOR: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ DATE: \_\_\_\_\_

STATE CONTRACT/AGREEMENT NO. JOB TITLE/DESCRIPTION \_\_\_\_\_

CONTRACT BID PRICE MBE COND. OF AWARD \_\_\_\_\_ WBE COND. OF AWARD \_\_\_\_\_

MBE/WBE PARTICIPANT NAME AND ADDRESS	WBE	MBE UTILIZATION	DESCRIPTION OF PARTICIPANTS	AMOUNT PAID
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AFFIDAVIT

I, the undersigned, do hereby certify that in connection with all work for the project for which this statement is submitted each MBE/WBE participant contacted by me has been paid the amounts as listed. \$ \_\_\_\_\_  
TOTAL WBE PARTICIPATION ACHIEVED \_\_\_\_\_

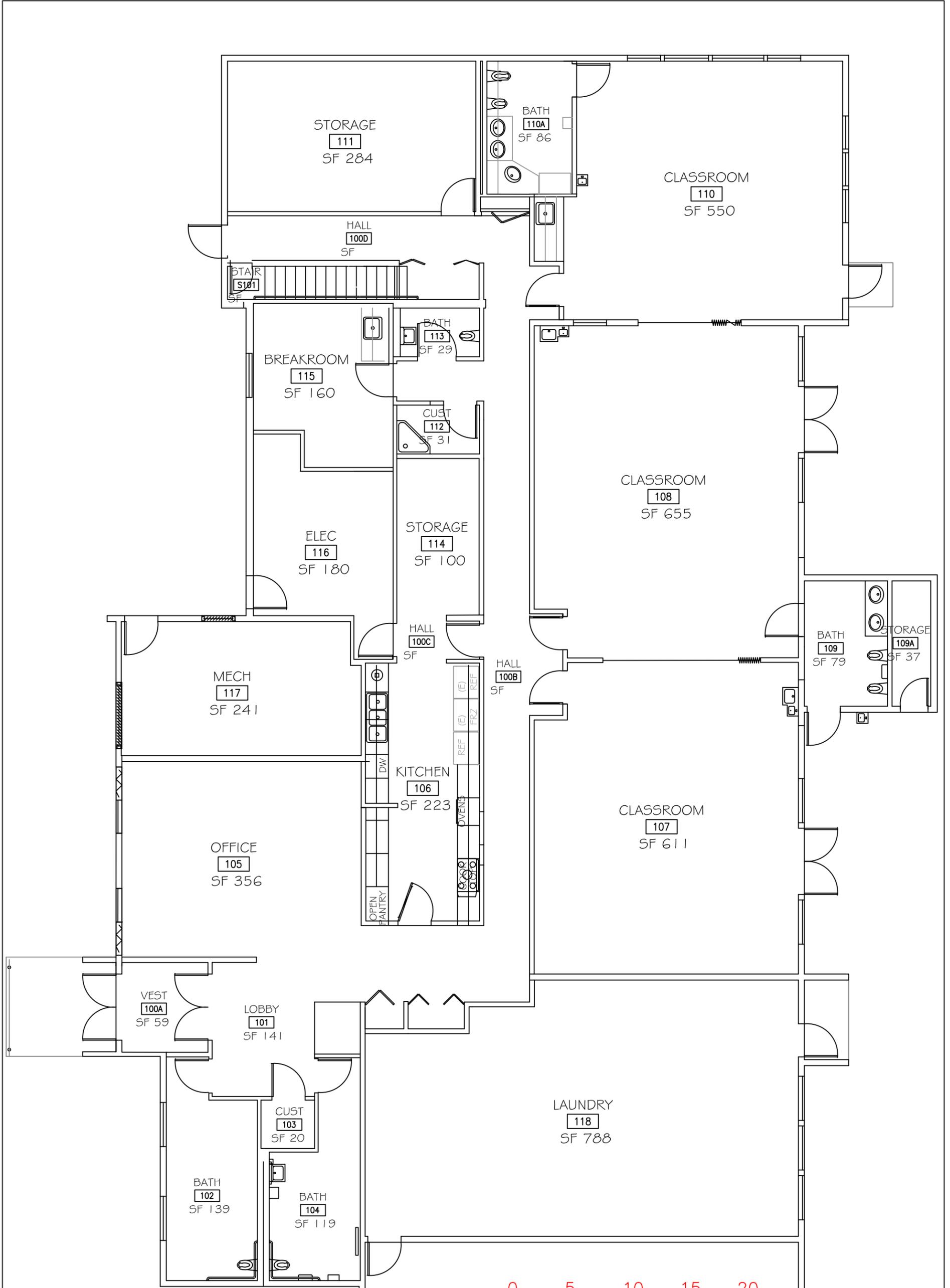
SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of 20\_ \_\_\_\_\_  
Notary Public in and for the State of Washington residing  
at \_\_\_\_\_

INSTRUCTIONS:

1. Complete this form in triplicate and have it notarized.
2. This form is required to be updated monthly and provided with each payment request from the General Contractor.

CAD DWG FILE: H:\campus\_map\O3\_CADWorking\building\_documents\brooklane\_early\_childhood\_learning\_center\7FACMAN\ECLC-A-FP101.dwg



GRAPHIC SCALE

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- This drawing is not for construction. Dimensions, electrical and voice/data outlets and other architectural features must be verified. Do not scale from this drawing.
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**BROOKLANE EARLY CHILDHOOD LEARNING CENTER  
 FIRST FLOOR**

SCALE: 1/8" = 1'-0"  
 SCALE REFLECTED ON 11x17 SHEET  
 UPDATED: 10/15/2021  
 CWU FACILITIES MANAGEMENT DEPARTMENT

