



# REACH CONSTRUCTION

Contractor: Select Generals

Project: Unnamed Tributary to Carpenter Creek Fish Passage

Bid Date: 11/30/2022

Addenda: 1

Bid Item	Description/Scope of Services	Quantity (Est.)	Unit Measure	Unit Price	Total
27	Planing Bituminous Pavements (4 Hour Minimum)	1	EA	\$ 5,000.00	\$ 5,000.00
	Sweeping by the Hour (Port to Port)	5	HR	\$ 225.00	\$ 1,125.00
	3.5% Fuel Surcharge	1	EST	3.50%	\$ 214.38
				\$ -	\$ -
TOTAL*:				\$	6,339.38

#### Clarifications:

1. Pricing based upon unconditional access for Reece Construction Company (Reece) Crews and Equipment.
2. Reece is non-union and will not be subjected to collective bargaining agreements nor provide Apprentices.
3. Pricing based upon utilizing one of the following sized Reece 98", 88" or 40" cold planing mills.
4. Water to be provided by Contractor to Reece Mill via water truck. Wait time for water will be billed according to item 7 below.
5. Performance of work is contingent on mutually agreeable payment assurance, contract terms, crew availability and a mutually agreeable schedule for pricing to be valid.
6. Contractor to provide adequate trucking and disposal to ensure a constant flow of production.
7. **Standby hourly rate is \$800.00 per hour.**
8. All planing, full depth removal, pulverization, and pavement repair planing to terminate at base of asphalt.
9. Additional depth of milling/pulverizing/removal beyond depth assumed and described in this proposal will be billed at a rate of \$0.25 per additional inch per square yard of milling/pulverizing/removal unless otherwise noted on this proposal (0.5" or more of additional depth to constitute an additional inch).
10. 1 Shift is equal up to 4 consecutive hours per day per machine (additional hours hourly rate is \$800.00 per hour per machine). Saturday/Sunday work will be subject to an overtime premium of \$1,750.00 per machine per shift.
11. Pricing Valid for **30 Days**, unless written notice of intent to award is received.
12. Neither Contractor nor Reece will be liable for mechanical breakdowns which may or may not affect project schedules.
13. **1 Shift for Planing. Additional Shifts billed at \$5,000.00 ea.**
14. \$7,500.00 minimum callout for planing items per machine per shift, not for 4-hour minimums and/or shift bid items.
15. Sweeping will be billed, by the hour, from port to port.
16. 3.5% fuel surcharge (tax not included) will be applied to the total invoiced dollar amount.

#### Exclusions:

1. Testing, permits, fees, sales tax, and use tax.
2. Sweeping for all planing
3. Any and all Concrete Grinding
4. Water for mill.
5. Trucking and disposal of millings.
6. Survey, layout of planing or milling.
7. Jackhammer crew, restoration, adjusting or patching iron, temporary asphalt, and utility locate.
8. Pavement planing/removal in areas not accessible to our machine's cutting drum, plus a 3" wide area around iron and utilities.
9. Traffic control labor and devices.
10. Bond Excluded, if required add 1.85%.
11. Pre- Planing Metal Detection
12. 4:1 Beveled edge Planing per Specials.



## REECE CONSTRUCTION COMPANY PROPOSAL AND CONSTRUCTION SUBCONTRACT

**Proposal Valid Until: 30 Days from Date of Bid**

**Standard of Care:** Reece Construction Company (Reece) will strive to perform services in accordance with a level of care and skill ordinarily exercised by members of the field practicing in the same locality under similar circumstances at the time the services are performed. This agreement creates no other representation, warranty, or guarantee, expressed or implied.

**Off-Contract Work (Change Orders):** Contractor shall notify Reece management of any off-contract work before directing Reece operators to perform such work in order to allow Reece to evaluate the Off-Contract work in accordance with WSDOT 2016 Standard Specifications, Section 1-04.4: Changes.

**Payment:** Contractor shall pay invoices upon receipt. Credit terms are net ten (10) days. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment fee of 1.0 % per month. At the discretion of Reece, invoices not paid within ten (10) days may result in halt on all work on the project until balance is paid in full. Reece reserves the right to withhold submission of final documents until all invoices have been paid. All costs incurred, not included in Quote, are invoiced separately. Should any conditions arise beyond the control of Reece which prevent continuation or completion of the work, payment in proportion to the work completed will be due and payable to Reece upon request. In the event additional services, or a change in services are required, payment shall be made upon presentation of a statement of services rendered and expenses incurred. Contractor shall pay any and all legal expenses incurred by Reece if it should be necessary to file for collection of this payment.

**Return of Retainage Withheld:** Upon completion of subcontract work performed by Reece, a written request will be made to Contractor for release of retainage or retainage bond in accordance with **WSDOT 2016 Standard Specifications, Section 1-09.1 (1): Subcontract Completion and Return of Retainage Withheld.** If Contractor fails to comply with Return of Retainage Withheld requirements, Reece reserves the right to seek recovery against Contractor, pursuant to Prompt Payment statutes in addition to any other remedies provided for by Quote, by Subcontract, or by Law.

Contractor shall pay any and all legal expenses incurred by Reece if it should be necessary to file for collection of this payment.

**Indemnification:** To the fullest extent permitted by law, Contractor, including its directors, officers, partners, employees, agents, contractors, and their respective assigns agrees to indemnify, defend, and hold harmless Reece, its directors, officers, employees, and subcontractors from and against all claims, liability, damages, or other expenses arising out of, in connection with, or relating to any alleged act, failure to act, or other conduct of Reece, including, but not limited to claims alleging the negligence or other fault of Reece, but specifically excepting claims arising out of Reece's sole negligence or willful misconduct.

**Changed Conditions:** If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by Reece at the commencement of this Agreement, Reece shall notify Contractor of the newly discovered conditions or circumstances, and Contractor and Reece shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Reece may terminate this Agreement and shall be paid for its services through the date of termination.

**Additional Provisions:** Neither party may assign its interest in this Agreement without the prior written consent of the other. Any modification to this Agreement will be effective only if it is in writing signed by the party to be bound, except that if Reece Construction Company has performed services in reliance on Contractor's verbal approval to proceed. Contractor shall be bound by such verbal approval. One or more waivers of any term, condition, or covenant by either party shall not be construed as a waiver of any other term, condition, or covenant. This Agreement may be signed in counterpart.

**Executed at: Marysville, Washington as of the date first above written.**

If Acceptable, Please Sign Original and Return to:

SELECT GENERAL

BY: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Business Address

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

REECE CONSTRUCTION COMPANY

BY: \_\_\_\_\_  
Subcontractor

P.O. BOX 1531, Marysville, WA 98270

REECECC852C7  
State of Washington Contractor's License No.

Job No: \_\_\_\_\_