

CONTRACT PROVISIONS

SAND CREEK CULVERT REPLACEMENT PROJECT

March, 2026



Chelan County Natural Resources Department
411 Washington St., Suite 201
Wenatchee, WA 98801

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Chelan County Natural Resources Department

Sand Creek Culvert Replacement Project

Bid Opening: Monday, April 27, 2026 at 11:00 AM PDT

Notice to All Plan Holders:

The office responsible for answering all questions regarding these bid documents and to show the project to prospective bidders is:

Contracting Agency:

Chelan County Natural Resources Department
411 Washington St., Suite 201
Wenatchee, WA 98801

Contracting Officer & Construction Manager:

Hannah Pygott
Chelan County Natural Resources Department
411 Washington St., Suite 201
Wenatchee, WA 98801
Phone: 509-670-9306
Email: hannah.pygott@co.chelan.wa.us

Project Manager:

Bryan Maloney
County Natural Resources Department
411 Washington St., Suite 201
Wenatchee, WA 98801
Phone: 509-670-1772
Email: bryan.maloney@co.chelan.wa.us

Project Engineer:

Patrick Powers
Waterfall Engineering LLC
Phone: 360-701-8433
Email: waterfallengineering@comcast.net

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BID SUBMITTAL PACKAGE

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BIDDING CHECKLIST

Bidders must bid on all bid items contained in the Proposal. The omission or deletion of any bid item will be considered non-responsive and shall be cause for rejection of the bid.

Please check to make sure you have accomplished the following:

- Has bid bond or certified check been enclosed with your bid?
- Is the amount of the bid guaranty at least five (5) percent of the total amount of the bid?
- Has the proposal been properly signed?
- Have you bid on ALL ITEMS and ALL SCHEDULES?
- Have you completed the Bidder's Information Sheet?
- Have you included the Non-Collusion Declaration?
- Have you completed the Subcontractors List?
- Have you completed the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions?
- Have you completed the Certification of Compliance with Wage Payment Statutes?
- Have you completed the Certification of Compliance with Prevailing Wage Training?
- Have you completed the form regarding Bonding and Claims?
- Have you certified receipt of addenda?

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BIDDING INSTRUCTIONS

A. BID OPENING

The Chelan County Board of County Commissioners will open sealed bids and publicly read them aloud on Monday, April 27, 2026 at 11:00 AM PDT or as soon thereafter as the matter may be heard, at the Board of Commissioners Office, Chelan County Administration Building, 400 Douglas Street Suite 201, Wenatchee, Washington, for the implementation of Chelan County Natural Resources Department Sand Creek Culvert Replacement Project in Chelan County. Sealed bids must be received by the Clerk of the Board of County Commissioners in a sealed envelope clearly marked “**Bid for Sand Creek Culvert Replacement Project**”.

Sealed bids may not be submitted by facsimile or other electronic or data transmission.

B. BID CONTENTS

The sealed bid must contain all bidding documents, fully completed and signed. Bidders not fully meeting specifications must identify and list exceptions. All exceptions are subject to review, inspection, testing and approval by Chelan County.

The sealed bid must also contain the following information and materials, completed and signed:

1. Bid Proposal (Prices must be shown on every unit item and the total. Quantities, where not listed shall be estimated by the bidder and shown);
2. Bid Proposal Form (Executed by Principal or Authorized Officer.);
3. Bid Declaration;
4. Bid Proposal Bond (in lieu of cashier’s check, or certified check, a Bid Proposal bond must be executed by the Bidder and the Bidder’s Surety.);
5. Bidder Information Sheet;
6. Non-Collusion Declaration;
7. Subcontractors List;
8. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions;
9. Certification of Compliance with Wage Payment Statutes;
10. Certification of Compliance with Prevailing Wage Training; and
11. Bonding and Claims Information.
12. Any required relevant prequalification documentation as outlined in section 1-02.1.

Bid proposal forms are not transferable. Any alteration not initialed by the Bidder will be cause for deeming the bid proposal irregular and rejecting the bid.

In submitting a Bid Proposal, Bidder shall comply with provisions as contained in the Special Provisions, 1-02.6, regarding “Preparation of the Proposal”, unless otherwise required herein.

C. CLARIFICATION OF BID

NO CHANGES ARE ALLOWED EXCEPT BY SUBMITTING AN AMENDED SEALED BID PROPOSAL PRIOR TO THE DATE AND TIME SET FOR BID OPENING. Any unsealed clarification information received by the Clerk which discloses price will not be considered by the Board of County Commissioners and shall result in rejection of the entire bid.

D. BID BOND

In accordance with Section 1-02.7 of the Special Provisions and the WSDOT Standard Specifications, all bid proposals shall be accompanied by a bid bond, certified check, cashier's check, made out to Chelan County in the amount of five percent (5%) of the total bid, conditioned upon the Bidder's full and complete performance of the terms and conditions of a bid award. The bid bond or equivalent shall be held by Chelan County until acceptable performance and payment bonds and certificate of insurance are provided to Chelan County, and the contract is subsequently fully executed. If the successful bidder abandons the bid award, fails to provide satisfactory performance bond and a certificate of insurance to Chelan County or fails to fully execute the contract, then the bid bond or equivalent shall, in the sole discretion of Chelan County, be forfeited and retained.

E. BID REVIEW AND EVALUATION

The Board of County Commissioners reserves the right to reject any or all bids, waive informalities, and to contract as the best interests of Chelan County may require. When evaluating bids, the following criteria, in addition to price, will be considered:

1. The bidder's qualifications and eligibility to contract under applicable laws and regulations;
2. The bidder's compliance with the terms and conditions of this request for bids;
3. Any additional evaluation criteria contained in the plans, specifications and addenda; and
4. Not currently be debarred, suspended or under other sanctions pursuant to Executive Order 12549. Disbarment and Suspension 13 CFR Part 145 of the U. S. Small Business Administration. Bidder is required to complete "Certification regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions"
5. The bidder's experience, technical qualifications and skill;
6. The guaranteed availability of materials needed for construction;
7. The bidder's ability and capacity to fully perform within the time required, taking into account the bidder's existing performance commitments and past performance;
8. Any other information as may have a bearing on the bid.

F. CONTRACT DOCUMENTS FOLLOWING AWARD

Each Bidder's attention is especially called to the following documents that must be fully completed, executed and submitted to Chelan County if successful Bidder:

1. Notice of Award - To be executed by the successful Bidder upon receipt of issuance by the Chelan County Board of Commissioners.
2. Agreement - To be executed by the successful Bidder.
3. Payment and Performance Bond - To be executed by the successful Bidder and the Bidder's Surety Company.
4. Certificate of Insurance - To be executed by the successful Bidder's Insurance Company.
5. Notice to Proceed - To be executed by the successful Bidder upon receipt of issuance by the Chelan County Board of Commissioners.

G. CANCELLATION BY COUNTY

In its sole discretion, Chelan County may cancel any bid award upon written notification to the successful bidder within 30 (thirty) days after the date of the bid award, without any cost, expense, penalty or damages payable to the successful bidder.

INVITATION TO BID

Sand Creek Culvert Replacement Project

Sealed bids will be received by Chelan County at the Board of County Commissioners Chambers, Chelan County Administration Building, 400 Douglas Street, Wenatchee, Washington until Monday, Monday April 27th, 2026, at 11:00 AM PDT for the Chelan County Natural Resources Project, “**Sand Creek Culvert Replacement Project**”.

Chelan County Natural Resources Project: Sand Creek Culvert Replacement Project, Chelan County, WA. This Contract provides for the removal of a 8-foot (span) by 5.7-foot (rise) by 24-foot (length) CMP pipe arch culvert and installation of 18-foot (span) by 5 to 9-foot (rise) by 25-foot (length) structural plate arch culvert with associated headwalls and wingwalls on Sand Creek. This project is at least in part Federally funded; therefore, BABA requirements apply. This work includes, but is not limited to installation, maintenance and restoration of temporary construction access routes and staging areas; road closures and temporary traffic control as needed to safely deliver, handle, and stage equipment and materials; in-water-work requiring site isolation, temporary diversion of streamflow, and dewatering as necessary; structure, channel, and roadway excavation; roadway grading; temporary erosion and sediment control; design, procurement, and installation of the new road crossing structure; protection of sensitive areas; construction surveying required to perform the aforementioned tasks and all other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the WSDOT Standard Specifications for Road, Bridge and Municipal Construction and addenda thereto.

All onsite work shall occur between the dates of July 15, 2026 and August 21, 2026 and the project shall be substantially complete no later than August 21, 2026. The estimated range of probable cost is \$360,000 - \$397,000 excluding WSST.

An **optional** Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on April 8, 2026, 2026 at 10:00 AM. Attendees should meet at the project site. From Applets Way in Cashmere, WA, continue straight at the traffic circle onto N Division Street, keep right to continue on Pioneer Avenue and turn left onto Mission Creek Road. Take a right at the stop sign, and a left to return back onto Mission Creek Road. Travel 6.2 miles, turn right onto Sand Creek Road and the project site is roughly 0.1 miles ahead. This project site is open to inspection at any time. A minimum of one representative from each Prime Contractor that intends to submit a bid is encouraged to attend.

A bid bond, certified check, or cashier’s check in the amount of 5% of the bid shall accompany all bids.

The County of Chelan in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, gender, color or national origin in consideration for an award.

All bids shall be marked “SAND CREEK CULVERT REPLACEMENT PROJECT” on the outside of the envelope. The Board of County Commissioners reserves the right to reject any or all bids for cause.

BOARD OF CHELAN COUNTY COMMISSIONERS

Dated this _____ day of _____, 2026

BOARD OF CHELAN COUNTY COMMISSIONERS

SHON SMITH, CHAIRMAN

ATTEST: ANABEL TORRES

KEVIN OVERBAY, COMMISSIONER

Clerk of the Board

BRAD HAWKINS, COMMISSIONER

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NOTE: The following forms are to be submitted with the Bid

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BID PROPOSAL FORM

Sand Creek Culvert Replacement Project

TO: Board of Chelan County Commissioners, Wenatchee, Washington

The Undersigned certify that they have examined the location of the project and read and thoroughly understand the plans, specifications and contract governing the work embraced in this improvement or as much thereof as can be completed with the money available, in accordance with the said plans, specifications, and contract, and the following schedule of rates and prices:

SAND CREEK CULVERT REPLACEMENT PROJECT BID SCHEDULE

Item	Spec #	Description	Unit	Quantity	Unit Price	Total Price
1	1-09.7	MOBILIZATION	L.S	1		
2	1-04	MINOR CHANGE	DOL	\$10,000.00		
3	1-05.4	CONTRACTOR SURVEYING	L.S	1		
4	8-05	TEMPORARY ACCESS AND STAGING	L.S	1		
5	3-01	CLEARING & GRUBBING	L.S	1		
6	2-04	TEMPORARY TRAFFIC CONTROL	L.S	1		
7	8-31	SITE ISOLATION, EROSION & SEDIMENT CONTROL	L.S	1		
8	3-07	STRUCTURE EXCAVATION CLASS A INCL. HAUL	C.Y	500		
9	3-07	CULVERT REMOVAL & DISPOSAL	L.S	1		
10	6-20	PROCUREMENT AND INSTALLATION: NEW CULVERT STRUCTURE, HEADWALLS & WINGWALLS	L.S	1		
11	6-02	PROCUREMENT AND INSTALLATION: FOOTINGS & STEMWALLS	L.S	1		
12	3-07	CRUSHED SURFACING- FOUNDATION ROCK	C.Y	20		
13	8-01	HIGH VISIBILITY SILT FENCING	L.F	220		
14	3-07	GRAVEL BACKFILL FOR WALLS	C.Y	160		
15	3-03	CRUSHED SURFACING-ROADWAY	C.Y	110		
16	3-03	APPROACH ROADFILL- GRAVEL BORROW	C.Y	280		
17	8-15	RIP-RAP	C.Y	40		

18	8-30	STREAMBED BOULDERS- TYPE 2	EA	20		
19	8-30	STREAMBED SEDIMENT	C.Y	20		
20	8-30	STREAMBED COBBLES- 10"	C.Y	40		
21	8-02	RESTORATION	L.S	1		
Base Bid Total						

The aforementioned sum is hereby designated the Total Base Bid. The Total Base Bid shall not include Washington State sales tax. Sales tax will be added to the Total Base Bid prior to Contract execution to determine the Contract Sum and sales tax shall be paid by the CONTRACTING AGENCY with each progress payment

PRINT BIDDER NAME

DATE

SIGNATURE OF PRINCIPAL OR OFFICER

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BID PROPOSAL DECLARATION

To the Chelan County Board of County Commissioners:

The undersigned Bidder hereby certifies that the Bidder has examined the sites upon which the Work is to be performed and has read and thoroughly understands the plans, specifications, addenda and contract governing the work, the manner by which payment will be made for such work and time in which to attain Substantial Completion for the SAND CREEK CULVERT REPLACEMENT PROJECT.

The Bidder hereby acknowledges receipt of Addendum No. 1 __, No. 2 __, No. 3 __, No. 4 __, No. 5 __, No. 6 __, No. 7 __, No. 8 __, No. 9 __, and No. 10 __.

The Bidder hereby acknowledges that by execution of this Bid Proposal Form the Bidder has agreed to all bidding requirements, has fully executed all required bidding documents, and has agreed to fully and completely perform all work required under the plans, specifications, addenda and Contract within the time period as specified. The Bidder has agreed to pay prevailing wage rates of Federal or State of Washington which are in effect at the time of the execution of the contract and whichever are the higher, in accordance with the requirements of the special provisions.

The undersigned hereby agrees to the indemnification requirements of Section 1-07.14 of the Special Provisions – Division 1. Submission of this Bid Proposal and entering into a Contract for this Work constitutes acknowledgement by the Contractor that said indemnification requirements are specifically and expressly a part of the Bid process and Contract Negotiations, including Contract waiver of immunity under Industrial Insurance, Title 51 RCW.

A bid proposal security of five percent (5%) of the total bid is attached hereto in the following form and in the amount of \$_____.

Bid Proposal Bond ___ Cashier’s Check ___ Certified Check ___
Checks must be payable to the Treasurer of Chelan County, Washington.

PRINT BIDDER NAME SIGNATURE OF PRINCIPAL OR OFFICER

MAILING ADDRESS CITY STATE ZIP

PRINT NAME OF SIGNATORY TITLE

TELEPHONE FAX

STATE REGISTRATION NUMBER STATE UBI NUMBER

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BID PROPOSAL BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we of _____ as Principal, and the _____ a corporation duly organized under the laws of the State of _____, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the Chelan County Commissioners in the full and penal sum of five (5) percent of the total amount of the Bid Proposal of said Principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following construction to wit: **Chelan County Natural Resources Project: Sand Creek Culvert Replacement Project**, Chelan County, WA. This Contract provides for the removal of a 8-foot (span) by 5.7-foot (rise) by 24-foot (length) CMP pipe arch culvert and installation of 18-foot (span) by 5 to 9-foot (rise) by 25-foot (length) structural plate arch culvert with associated headwalls and wingwalls on Sand Creek. This project is at least in part Federally funded; therefore, BABA requirements apply. This work includes, but is not limited to installation, maintenance and restoration of temporary construction access routes and staging areas; road closures and temporary traffic control as needed to safely deliver, handle, and stage equipment and materials; in-water-work requiring site isolation, temporary diversion of streamflow, and dewatering as necessary; structure, channel, and roadway excavation; roadway grading; temporary erosion and sediment control; design, procurement, and installation of the new road crossing structure; protection of sensitive areas; construction surveying required to perform the aforementioned tasks and all other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the WSDOT Standard Specifications for Road, Bridge and Municipal Construction and addenda thereto.

NOW, THEREFORE, if the said Bid Proposal by said Principal be accepted, and the Contract be awarded to said Principal, and if said Principal shall duly make and enter into and execute said Contract and shall furnish bond as required by the Chelan County Commissioners within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, the Principal and surety have caused these presents to be signed and sealed this _____ day of _____, 20__.

NOTE: Failure to provide a Bid Proposal Bond renders a bid non-responsive. Acceptable Bid Bond language shall comply with Standard Specifications.

WITNESS our hands this _____ day of _____, 20__.

PRINT PRINCIPAL'S NAME

PRINT SURETY'S NAME

SIGNATURE: AUTHORIZED PRINCIPAL/OFFICER

SIGNATURE: SURETY/AUTHORIZED AGENT

ATTORNEY-IN-FACT, SURETY

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BIDDER INFORMATION

PROJECT: Sand Creek Culvert Replacement Project

Contractor registration, bonding and insurance information will be confirmed through the Department of Labor and Industries at 1.800.647.0982 and 1.360.902.5230.

CONTRACTOR:

 NAME (Exactly as Registered) _____
 TELEPHONE NO.

 ADDRESS

 CITY _____
 STATE _____
 ZIP

 REGISTRATION NO. _____
 EXPIRATION DATE _____
 FEDERAL TAX ID _____
 UBI NO.

SOLE PROPIERTORSHIP PARTNERSHIP CORPORATION
 JOINT VENTURE LLC

PRINCIPALS:

LIST OF SIMILAR PROJECTS COMPLETED BY CONTRACTOR (USE ADDITIONAL SHEET IF NECESSARY)

Project Name	Contracting Agency	Contracting Agency Contact (Name and Phone or Email)	Completion Date

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NON-COLLUSION DECLARATION

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

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

FAILURE TO RETURN THIS DECLARATION AS PART OF THE BID SUBMITTAL PACKAGE WILL MAKE THE BID NONRESPONSIVE AND INELIGIBLE FOR AWARD.

Business Name _____

Date _____

By _____
(Authorized Signature)

(Name and Title)

NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1.800.424.9071

The U.S. Department of Transportation (USDOT) operates the above tollfree "hotline" Monday through Friday, 8:00 AM to 5:00 PM, Eastern Standard Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

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

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SUBCONTRACTOR LIST

Prepared in compliance with RCW 39.30.060 as amended

Chelan County requires the bidder to submit the names of all subcontractors whose subcontract amount exceeds 10 percent of the contract price for all contracts exceeding \$100,000. Bidders shall complete Section A below, as appropriate, with the bid proposal or within 1 hour of the bid time. For contracts exceeding \$1,000,000, the bidder shall also submit the names of all subcontractors that will perform HVAC (heating, ventilation, and air conditioning) work, electrical work, structural steel installation, or rebar installation, in accordance with RCW 39.30.060, regardless of whether the contract amount exceeds 10 percent of the contract price.

Bidders may attach additional sheets as necessary to identify additional subcontractors. If information is delivered within 1 hour of the bid time, it may be delivered in person, by fax, courier or email to the CONTRACTING AGENCY’S representative.

SECTION A. OWNER REQUIRED SUBCONTRACTOR LIST

The following subcontractor(s) subcontract amount(s) exceed 10 percent of the contract price and the contract exceeds \$100,000 (list subcontractor and bid item).

Bidder certifies that there are no subcontractors at this time who meet the above requirements.

Name _____
Title _____
Signature _____

OR There are subcontractors that meet the above requirements.

Subcontractor Name _____
Bid Item No. _____
Address _____
Phone No. _____ State Contractor’s Lic. No. _____

Subcontractor Name _____
Bid Item No. _____
Address _____
Phone No. _____ State Contractor’s Lic. No. _____

Subcontractor Name _____
Bid Item No. _____
Address _____
Phone No. _____ State Contractor’s Lic. No. _____

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CERTIFICATION REGARDING DEBARMENT

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE

- 1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____
(Authorized Signature)

(Name and Title)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, 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 true and correct.

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:

If a co-partnership, give firm name under which business is transacted:

** 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.*

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CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE TRAINING

The bidder hereby certifies that is Responsible within criteria set forth in RCW 39.04.350 and RCW 39.06.020, specifically in regards to ESSHB 1673 which requires all businesses to have prevailing wage training before bidding and/or performing work on public works projects. Online Contractor training is available at <https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp>.

Alternatively, Contractors with an active Unified Business Identifier (UBI) for 3 or more years **AND** have performed on 3 or more public works projects are exempt from this training requirement. Please provide business information below and either completed training date OR 3 completed public works as reference.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

BUSINESS NAME

UNIFIED BUSINESS IDENTIFIER (UBI)

SIGNATURE OF AUTHORIZED OFFICIAL*

PRINTED NAME

**Check one option below and provide details*

Option A Labor and Industries Prevailing Wage Training Completion

L&I Prevailing Wages Training Completion Date

Option B Exemption from Training Requirement

1. Project Name, Contracting Agency, Completion Date of Public Works Project

2. Project Name, Contracting Agency, Completion Date of Public Works Project

3. Project Name, Contracting Agency, Completion Date of Public Works Project

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BONDING AND CLAIMS

BONDING COMPANY NAME (Exactly as Registered)

ADDRESS

CITY

STATE

ZIP

REGISTRATION BOND NO.

\$

AMOUNT

EXPIRATION DATE

Are there claims pending against your bond? Yes No

If yes, what are each claimant's name, reasons for the claim, amount claimed, date, and place of filing?

Have there been tax liens or judgments against you filed by the Internal Review Service, Department of Revenue, Employment Security Department or Department of Labor & Industries within the last three (3) years resulting from non-payment of employee taxes? Yes No

If yes, what date and in which County did each filing occur?

Are there any lawsuits or unsatisfied judgments pending against you? Yes No

If yes, what date and in which County is each lawsuit pending or judgment entered?

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CONSTRUCTION CONTRACT PACKAGE

NOTE: The following forms are to be executed by the successful bidder, after the Contract Award, and are included here for Bidder's information only.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____, by and between Chelan County hereinafter called "CONTRACTING AGENCY" and _____ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction of the **Sand Creek Culvert Replacement Project** in accordance with the CONTRACT DOCUMENTS.
2. The CONTRACTOR will commence the work required by this contract on a date to be specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall complete all on-site work as indicated on the Drawings between the dates July 15 and August 21, 2026.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____ or as shown in the BID schedule (*Not including Washington State Sales Tax*). Washington State Sales Tax will be paid by the CONTRACTING AGENCY on Progress Payment Base amounts at the time of "Contractor's Application for Payment".
5. The CONTRACTOR shall submit applications for payment in accordance with the 2026 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (Standard Specifications). Applications for payment shall be submitted to the CONTRACTING AGENCY.
6. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) BIDDING INSTRUCTIONS
 - (B) INVITATION TO BID
 - (C) BID PROPOSAL FORM
 - (D) BID PROPOSAL DECLARATION
 - (E) BID PROPOSAL BOND
 - (F) BIDDER INFORMATION
 - (G) NON-COLLUSION DECLARATION
 - (H) SUBCONTRACTORS LIST
 - (I) CERTIFICATION REGARDING DEBARMENT
 - (J) CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES
 - (K) CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE TRAINING
 - (L) BONDING AND CLAIMS
 - (M) AGREEMENT
 - (N) PERFORMANCE AND PAYMENT BOND
 - (O) NOTICE OF AWARD
 - (P) NOTICE TO PROCEED
 - (Q) CERTIFICATE OF SUBSTANTIAL COMPLETION
 - (R) CONTRACTORS AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
 - (S) CONTRACTORS AFFIDAVIT OF RELEASE OF LEINS
 - (T) CONSENT OF SURETY TO FINAL PAYMENT
 - (U) SPECIAL PROVISIONS
 - (V) CHANGE ORDER(s)
 - (W) ADDENDA:
 - a. No. _____ Dated __, 202__
 - b. No. _____ Dated __, 202__

c. No. _____ Dated __, 202__

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Contract in triplicate. The Contract will be effective on _____ (insert date).

CONTRACTING AGENCY

CONTRACTOR

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

TITLE (SEAL)

ADDRESS

ATTEST:
Clerk of the Board

TITLE (SEAL)

SIGNATURE

EMPLOYER ID
NUMBER: _____

PRINT NAME

ATTEST:

TITLE

SIGNATURE

PRINT NAME

TITLE

PERFORMANCE AND PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that whereas Chelan County, Wenatchee, Washington a municipal corporation has awarded to:

CONTRACTOR NAME

hereinafter designated as the "CONTRACTOR" a contract for work items, which contract consists of the Proposal/Agreement, together with the Contract Documents, Specifications, Addenda and Plans, all as hereto attached and made a part hereof, and more particularly described as:

Sand Creek Culvert Replacement Project

and whereas said CONTRACTOR is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, we the CONTRACTOR and

_____, a corporation, organized and existing under and by virtue of the laws of the State of Washington, and duly authorized to do business in the State of Washington as surety, are firmly bound unto Chelan County in the sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded CONTRACTOR, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in said contract, and shall faithfully perform all the provisions of such contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, at the time and in the manner therein specified; and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work on his or their parts; and shall indemnify and save harmless the CONTRACTING AGENCY, its officers and agents, from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of said principal, or any subcontractor, in the performance of said contract or any modifications thereof; and shall further indemnify and save harmless Chelan County, its officers and agents, from any damage or expense by reason of failure of performance as required by said contract, or any modifications thereof, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alternations or additions to the terms of the contract or the work or to the specifications. This Bond is provided pursuant to and shall be construed in accordance with Ch. 39.08 RCW.

IN WITNESS THEREOF, the said CONTRACTOR and the said surety caused this bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers, this _____ day of

_____, 20____.

PRINCIPAL

BY _____

TITLE _____

ATTEST (If Corporation)

WITNESSES (If Individual or Partnership)

CORPORATE SEAL

BY _____

TITLE _____

APPROVED AS TO FORM

SURETY _____

BY _____

BY _____

(Attorney for _____)

Address of local office and agent of Surety Company is:

NOTICE OF AWARD

DATED _____

TO _____

ADDRESS _____

PROJECT Sand Creek Culvert Replacement Project

The CONTRACTING AGENCY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____ (not including Washington State Sales Tax).

You are required by the Bidding Instructions to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the original Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said CONTRACTING AGENCY will be entitled to consider all your rights arising out of the CONTRACTING AGENCY'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The CONTRACTING AGENCY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CONTRACTING AGENCY. Dated this _____ day of _____, 202__.

CONTRACTING OFFICER

SIGNATURE

TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____ this _____ day of _____, 202__.

SIGNATURE

TITLE

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NOTICE TO PROCEED

DATED _____

TO _____

PROJECT Sand Creek Culvert Replacement Project

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or after _____, and you are to attain Substantial Completion, as determined by the Contracting Agency, on or before August 21, 2026.

CONTRACTING OFFICER

SIGNATURE

TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ this _____ day of _____, _____.

SIGNATURE

TITLE

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NOTE: The following forms are to be submitted by the Contractor upon substantial completion, and are included here for Bidder's Information only

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NOTE: Contracting Agency's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.

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CONTRACTOR’S AFFIDAVIT OF PAYMENT OF DEBT AND CLAIMS

PROJECT: Sand Creek Culvert Replacement Project

TO CONTRACTING AGENCY: Chelan County
Natural Resources Department
411 Washington Street, Suite 201
Wenatchee, WA 98801

CONTRACTING AGENCY
ENGINEER
CONTRACTOR
SURETY
OTHER

STATE OF: WASHINGTON

CONTRACT FOR: _____
CONTRACT

COUNTY OF: CHELAN

DATED: _____

The undersigned hereby certifies that, except as listed below, payment has been paid in full and all obligations have otherwise been satisfied for all equipment and materials furnished, for all work, labor and services performed, and for all known indebtedness and claims against the CONTRACTOR for damages arising in any manner in connection with the performance of the CONTRACT referenced above for which the CONTRACTING AGENCY might in any way be held responsible for encumbered.

Exceptions are as follows:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- 1. Consent of Surety to Final Payment. Whenever surety is involved, Consent of Surety is required. Indicate attachment: (YES) (NO)

The following supporting documents should be attached hereto if required by the CONTRACTING AGENCY:

- a. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- b. Separate Releases or Waivers of Liens from subcontractors and material and equipment suppliers to the extent required by the CONTRACTING AGENCY, accompanied by a list thereof.
- c. Contractor's Affidavit of Release of Liens.

CONTRACTOR: _____
ADDRESS: _____

Subscribed and sworn to before me
this __ day of _____ 20__.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME

PRINTED NAME OF NOTARY PUBLIC

PRINTED TITLE

COMMISSION EXPIRATION DATE

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CONTRACTOR’S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: Sand Creek Culvert Replacement Project

TO CONTRACTING AGENCY: Chelan County
Natural Resources Department
411 Washington Street, Suite 201
Wenatchee, WA 98801

CONTRACTING AGENCY	<input type="checkbox"/>
ENGINEER	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

STATE OF: WASHINGTON

CONTRACT FOR: _____

COUNTY OF: CHELAN

CONTRACT DATED: _____

The undersigned hereby certifies that to the best of their knowledge, information and beliefs, except as listed below, the Releases or Waivers of Lien attached hereto include the CONTRACTOR, all subcontractors, all suppliers of equipment and materials, and all performers of work, labor and/or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the CONTRACTING AGENCY arising in any manner out of the performance of the CONTRACT referenced above.

Exceptions are as follows:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor’s Release or Waivers of Liens, condition upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and equipment and material suppliers, to the extent required by the CONTRACTING AGENCY, accompanied by a list thereof.

CONTRACTOR: _____
ADDRESS: _____

Subscribed and sworn to before me
this __day of _____ 20__.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME

PRINTED NAME OF NOTARY PUBLIC

PRINTED TITLE

COMMISSION EXPIRATION DATE

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CONSENT OF SURETY TO FINAL PAYMENT

PROJECT: Sand Creek Culvert Replacement Project

TO CONTRACTING AGENCY: Chelan County
Natural Resources Department
411 Washington Street, Suite 201
Wenatchee, WA 98801

CONTRACTING AGENCY	<input type="checkbox"/>
ENGINEER	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

STATE OF: WASHINGTON

CONTRACT FOR: _____

COUNTY OF: CHELAN

CONTRACT DATED: _____

In accordance with the provisions of the CONTRACT between the CONTRACTING AGENCY and the CONTRACTOR as indicated above, the *(insert name and address of Surety Company)*

_____, SURETY COMPANY,

on bond of *(insert name and address of Contractor)*

_____, CONTRACTOR, _____

hereby approved of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to *(insert name and address of CONTRACTING AGENCY)* _____, CONTRACTING AGENCY, _____ as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this ____ day of _____, 20__.

SURETY COMPANY NAME

Attest:

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(SEAL)

PRINTED NAME AND TITLE

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SPECIAL PROVISIONS

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INTRODUCTION TO THE SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

The work on this project shall be accomplished in accordance with the most recent *Standard Specifications for Road, Bridge and Municipal Construction*, 2026 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

<i>(March 8, 2013 APWA GSP)</i>	=	Identifies APWA GSP and date created
<i>(April 1, 2013 WSDOT GSP)</i>	=	Identifies WSDOT GSP and date created
<i>(*****)</i>	=	Identifies project specific Special Provision

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects-FP-14*, Federal Highway Administration, current

The Contractor shall obtain copies of these publications, at the Contractor’s own expense.

Portions of these Special Provisions are taken from the APWA GSP web page found at <https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/general-special-provisions-gsps/local-agency-general-special-provisions-gsps> .

DIVISION 1 GENERAL REQUIREMENTS

1-01 DEFINITIONS AND TERMS

(*****)

Description of Work

Chelan County Natural Resources Project: Sand Creek Culvert Replacement Project, Chelan County, WA. This Contract provides for the removal of a 8-foot (span) by 5.7-foot (rise) by 24-foot (length) CMP pipe arch culvert and installation of 18-foot (span) by 5 to 9-foot (rise) by 25-foot (length) structural plate arch culvert with associated headwalls and wingwalls on Sand Creek. This project is at least in part Federally funded; therefore, BABA requirements apply. This work includes, but is not limited to installation, maintenance and restoration of temporary construction access routes and staging areas; road closures and temporary traffic control as needed to safely deliver, handle, and stage equipment and materials; in-water-work requiring site isolation, temporary diversion of streamflow, and dewatering as necessary; structure, channel, and roadway excavation; roadway grading; temporary erosion and sediment control; design, procurement, and installation of the new road crossing structure; protection of sensitive areas; construction surveying required to perform the aforementioned tasks and all other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the WSDOT Standard Specifications for Road, Bridge and Municipal Construction and addenda thereto.

1-01.3 Definitions

(January 19, 2022 APWA GSP)

Delete the heading Completion Dates and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date

The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

The day the Project Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

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

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the Contracting Agency accepts the Work as complete.

Section 1-01.3 is supplemented with the following:

(*****)

All references in the Standard Specifications or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to Engineer and Contracting Officer and/or Contracting Agency are equivalent.

All references to “Project Engineer” refers to the firm and Engineer of Record responsible for preparation of the Plans and/or these Special Provisions.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond

The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents

See definition for “Contract”.

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

This section is deleted and replaced with the following

*(*****)*

1-02.1 Qualifications of Bidder

(February 17, 2026 APWA GSP Option B)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1)(b-g) to be considered a responsible bidder and qualified to be awarded a public works project.

The following new subsection is added:

*(*****)*

1-02.1(2) Project Specific Supplemental Qualifications Criteria

The Contractor shall submit a “Statement of Qualifications” with this bid. The Contractor shall have prior experience with successful installation of at least two (2) similar projects in the last five (5) years. Bidders can fulfill this requirement by completing the statement of qualifications within the bid documents, using additional sheets as necessary.

Projects qualified as “similar” are defined by:

- At least one project needs to have included work in an active channel and below ordinary high water.
- At least one project needs to have included the installation of a buried culvert structure.

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

This section is deleted and replaced with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work. After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17") and Contract Provisions	2	Furnished automatically upon award
Contract Provisions	2	Furnished automatically upon award

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor’s own expense.

1-02.4 Examination of Plans, Specifications, and Site of Work

Section 1-02.4 is supplemented with the following:

*(*****)*

An **optional** Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on April 8, 2026, 2026 at 10:00 AM. Attendees should meet at the project site. From Applets Way in Cashmere, WA, continue straight at the traffic circle onto N Division Street, keep right to continue on Pioneer Avenue and turn left onto Mission Creek Road. Take a right at the stop sign, and a left to return back onto Mission Creek Road. Travel 6.2 miles, turn right onto Sand Creek Road and the project site is roughly 0.1 miles ahead. This project site is open to inspection at any time. A minimum of one representative from each Prime Contractor that intends to submit a bid is encouraged to attend.

1-02.4(1) General

(December 30th, 2022 APWA GSP Option B)

The first sentence of the ninth paragraph beginning with “Prospective Bidders desiring...”, is revised to read:

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business three (3) business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids

1-02.4(2) Subsurface Information

Supplement this section with the following:

*(*****)*

A geotechnical assessment was been completed for this project site in 2025, which has been included as Appendix D to these special provisions.

1-02.5 Proposal Forms

(February 17, 2026 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder’s name, address, telephone number, and signature. Bids shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.6 Preparation of Proposal

Section 1-02.6 is supplemented with the following:

*(*****)*

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW the State of Washington, Owner encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women’s Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this invitation or as a subcontractor to a bidder. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids will not be rejected or considered nonresponsive on that basis.

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

(February 17, 2026 APWA GSP, Option C)

The first sentence of the second paragraph is revised to read as follows:

All prices shall be in legible figures (not words) written in ink or typed, and expressed in U.S. dollars.

Supplement the second paragraph with the following:

1. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.

Delete the last two paragraphs, and replace them with the following:

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name and signed by a partner.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture.

The bidder shall fill out the bidder questionnaire completely.

1-02.7 Bid Deposit

Section 1-02.7 is supplemented with the following:

*(*****)*

A certified check or bid bond made payable to the Chelan County for an amount equal to at least five (5%) percent of the total amount of the bid, must accompany each bid as evidence of good faith, and as a guarantee that, if awarded the contract, the bidder will execute the contract and give bond, as required. Should the successful bidder fail to enter into such a contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit may be forfeited to Chelan County.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name and signed by a partner.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture.

Cash will not be accepted for a bid deposit and bidders must use the bond form included in the Contract Provisions.

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project if applicable;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

1-02.9 Delivery of Proposal

(November 21, 2025 APWA GSP, Option A)

Delete this section and replace it with the following:

GENERAL

Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" that is received after the time specified, or received in a location other than that specified in the Call for Bids.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

Supplemental bid information submitted after the Proposal submittal but within 48 hours of the time and date the Proposal is due, shall be submitted in a sealed envelope labeled the same as for the Proposal, with “Supplemental Information” added.

All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

(*****)

All sealed bids shall be delivered to:

Board of Chelan County Commissioners
Chelan County Administration Building
400 Douglas St
Wenatchee, WA 98801

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(*****)

Delete this section, and replace it with the following:

After submitting a physical (or electronic when allowed) Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, if a physical Bid Proposal was submitted, or recalled electronically via electronic method described in 1-02.9 if an electronic Bid Proposal was submitted, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder’s request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1-02.12 Public Opening of Proposal

Section 1-02.12 is supplemented with the following:

(*****)

Date of Opening Bids

Sealed bids are to be received at the following location prior to the time specified:

**Board of Chelan County Commissioners
Chelan County Administration Building
400 Douglas St. Suite 201
Wenatchee, Washington 98801**

The bid opening date for this project is scheduled for Monday, April 27, 2026. The bids received will be publicly opened and read on this date at **11:00 AM**, or as soon as possible thereafter.

1-02.13 Irregular Proposals

(*****)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 - c. A price per unit cannot be determined from the Bid Proposal;
 - d. The Proposal form is not properly executed;
 - e. The Bidder fails to submit or properly complete a subcontractor list, if applicable, as required in Section 1-02.6;
 - f. The Bidder fails to submit the Bidder Questionnaire, if applicable as required by Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions; or
 - g. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
 - d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
 - e. Receipt of Addenda is not acknowledged;
 - f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - g. If Proposal form entries are not made in ink.

This section is supplemented with the following:

(*****)

- h. If a Proposal does not include or meet the Project Specific Supplemental Qualifications requirements as listed in section 1-02.1.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option A)

Delete this section and replace with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet the supplemental criteria listed in section 1-02.1 of these Special Provisions.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria. As evidence that the Bidder meets the mandatory bidder responsibility criteria, the Contracting Agency may require the apparent low Bidder to submit to the Contracting Agency within 48 hours of request, documentation demonstrating compliance with all responsibility criteria. Documentation can be submitted either as scanned files submitted through e-mail to the Contracting Agency, or printed files submitted through traditional mail or in person. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility. The Contracting Agency also reserves the right to obtain information from third parties concerning a Bidder's compliance with the mandatory bidder responsibility criteria.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 2 (two) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least 2 business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(*****)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where

necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

1-03.3 Execution of Contract

(February 17, 2026 APWA GSP, Option A)

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within *** Ten (10) *** calendar days after the award date, the successful Bidder shall return the signed Contracting Agency-prepared Contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the Contract by the Contracting Agency, the successful Bidder shall provide, if required, any of the following: pre-Award information required by the Contracting Agency as listed under Section 1-02.15, proof of licensure for electrical, HVAC, or plumbing subcontractors. If the Prime Contractor lists themselves as performing electrical, HVAC, or plumbing they are required to submit proof of licensure prior to execution.

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

If the Bidder experiences circumstances beyond their control that prevents return of the Contract documents within the calendar days after the Award date stated above, the Contracting Agency may grant up to a maximum of *** Ten (10) *** additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
 1. Is registered with the Washington State Insurance Commissioner, and

2. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 1. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 2. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

Add the following new section:

1-03.7 Judicial Review

(December 30, 2022 APWA GSP)

Revise this section to read:

All decisions made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

1-04 SCOPE OF WORK

1-04.1(2) Bid Items Not Included in the Proposal

This section is revised to read:

*(*****)*

When the contract specifies work that has no bid item, and the work is not specified as being included with or incidental to other bid items, that work shall be considered incidental to the contract or other Bid items included in the proposal form.

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Standard Specifications,
6. Contracting Agency’s Standard Plans or Details (if any), and
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4 Changes

(January 19, 2022 APWA GSP)

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

1-04.6 Variation in Estimated Quantities

Include as written.

1-04.7 Differing Site Conditions (Changed Conditions)

Supplement this Section with the following:

*(*****)*

The site is a complex river and floodplain system formed by natural and anthropogenic processes. Reports on the physical conditions within the project site are available to the Contractor from the Owner. Soil types and properties, surface and groundwater conditions are known to be complex and varied. The Contractor shall account for this in their bids. Variation in soil types and water conditions shall not qualify as Differing Site Conditions. It is the Contractor’s responsibility to be familiar with site conditions. Contractor shall be responsible for collecting additional data during construction as required to select means and methods to construct the project.

1-04.11 Final Cleanup

Supplement this section with the following:

*(*****)*

The Contractor shall repair, at no additional cost to the Contracting Agency, any damage to existing access routes, fences, gates, utilities, structures, and driveways that occurred as a result of activities

conducted by the Contractor. All costs associated with performing the final cleanup shall be made incidental to other bid items in the Contract. This includes but is not limited to repairing any damage that occurs to existing pavement outside the limits of paving, existing structures, decorations, and vegetation. The use of rubber-tracked equipment is encouraged but not mandatory.

1-05 CONTROL OF WORK

1-05.4 Conformity with and Deviations from Plans and Stakes

Add the following new subsections:

(*****)

1-05.4(1) Contractor Surveying

Contractor shall be responsible for verifying primary survey control shown on the Plans, establishing secondary survey control as needed, and set key grade stakes and location stakes as necessary to complete work in all respects. The Contractor shall be responsible for setting, maintaining, and resetting all supplemental alignment stakes, slope stakes, and grades necessary for the construction of the project. All calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

The survey Work shall include but not be limited to the following:

1. Using Owner-provided primary control to establish secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of all control to the Owner. The description shall include coordinates and elevations of all control points.
2. Establish the centerline and/or other relevant breaklines for all proposed excavations and backfills.
3. For all other types of construction shown on the Plans, provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.

Primary construction stakes and survey markers will be conspicuously marked with flagging tape or paint if desired by the Contractor. In the event the Contractor's operations destroy any of the primary control points, the Contractor shall replace such control points at their expense, subject to verification by the Engineer. All verification costs shall be borne by the Contractor. The cost of any such verification or replacement of control survey points will be deducted from any monies due to the Contractor. The Contractor will not be allowed any adjustment in working days for such verification or replacement of survey control points.

The Contractor shall inform all Subcontractors of the importance of the preservation of all survey markers. The Contractor shall be responsible for protecting and maintaining all stakes from destruction. In the event that one or more of the stakes are damaged or destroyed by one or more subcontractors, the Contractor shall replace the stakes at no cost to the Owner.

Digital files of alignments, surfaces, points, and lines will be made available upon request by the Contractor to supplement the stakeout points shown on the Plans. It is the responsibility of the Contractor to verify the accuracy of all survey information provided by the Owner prior to

commencing excavations or filling operations. Commencement of these operations constitutes acceptance of the survey information as appropriate to meet the intent of the Contract.

Engineer and/or Contracting Agency will verify a portion of the survey layout. Survey verification and layout/flagging completed by the Engineer should be considered as general guidance only and do not change the requirements for normal checking by the Contractor. The Contractor shall provide the Engineer with copies of any calculations and staking data when requested.

1-05.4(2) Submittal

Prior to Mobilization, the Contractor shall submit a Survey Staking Plan including a narrative, diagrams showing staking configuration, and schedule of staking for Owner approval.

1-05.4(3) Measurement

No unit of measurement shall apply to the Lump Sum bid item, "Contractor Surveying".

1-05.4(4) Payment

The lump sum Contract price for "Contractor Surveying" shall be full pay to perform the Work as described in this Section.

1-05.5 Tolerances

This section is supplemented with the following:

(*****)

The Contractor shall ensure earthwork is completed within the following tolerances:

	<u>Vertical</u>	<u>Horizontal</u>
Structure subgrade	±0.05 ft	±0.25 ft
Structure footings	±0.05 ft	±0.25 ft
Streambed features	±0.50 ft	±0.50 ft

1-05.6 Inspection of Work and Materials

Supplement this Section with the following:

(*****)

The Contractor shall accommodate periodic verification of accuracy of local positioning systems and global positioning systems used by the Contractor to layout and check the locations and elevation of the work.

The Contractor shall accommodate inspection of grading by the Engineer. The first inspection shall occur when each area has been rough graded to elevations shown on the Plans. The second inspection shall occur when the grading is complete but before grading equipment has been removed from the work area. The Contractor shall notify the Engineer once the rough grading and final grading has been completed for each project area. Time required to conduct inspections shall not warrant a time

extension. Inspections by the Engineer shall not relieve the Contractor from the responsibility of checking grades and slopes as the work progresses and conformance with the grades and slopes shown on the Plans.

1-05.7 Nonconforming Work

(February 17, 2026 APWA GSP)

Supplement this section with the following:

The rights exercised under the provisions of this Section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the Work as required. The Engineer has the right to reject all or part of the Nonconforming Work, and the Engineer's decision is final and not subject to protest.

No additional contract time or compensation will be allowed when the Contracting Agency exercises their rights provided by this Section.

1-05.7(1) Identification of Nonconforming Work

Replace this section with the following:

The Contractor is responsible for quality control and shall identify all Nonconforming Work. The Contracting Agency may also identify Nonconforming Work. However, failure by the Contracting Agency to identify Nonconforming Work shall not relieve the Contractor from their responsibility for the quality of the Work, nor shall it constitute acceptance or approval of the Nonconforming Work.

1-05.7(2) Reporting of Nonconforming Work

Replace this section with the following:

The Contractor shall immediately report all Nonconforming Work to the Engineer and shall include any relevant information known for suggested remediation of Nonconforming Work.

When the Contracting Agency identifies Nonconforming Work, the Engineer will notify the Contractor in writing specifying a time when a remedy must be complete. If the Contractor fails to remedy Nonconforming Work within the time specified in a written notice from the Engineer, or fails to perform any part of the Work required by the Contract Documents, the Engineer may correct and remedy such Work as may be identified in the written notice.

1-05.7(3) Remediation of Nonconforming Work

Supplement this section with the following:

The Contractor shall be responsible and bear all costs for remediating Nonconforming Work.

If the Contracting Agency remedies Nonconforming Work after the specified time when a remedy was to be completed, by any means deemed necessary, direct and indirect costs incurred by the Contracting Agency attributable to correcting and remedying Nonconforming Work not corrected by

the time provided in the notice, or Work the Contractor failed or refused to perform, shall be paid by the Contractor.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the Nonconforming Work corrected immediately, have the Work removed and replaced, or have Work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause risk of loss or damage to the public.

When costs are incurred by the Contracting Agency, payment will be deducted by the Engineer from monies due, or to become due, to the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and compensation for removal, repair, replacement and/or correction of the Contractor's Nonconforming Work.

1-05.8 Vacant

Section 1-05.8 is replaced with the following:

(*****)

1-05.8 Required Submittals and Approvals

The following is a list of required submittals due to the Contracting Agency as detailed in the respective section of the Standard Specifications and these Special Provisions. The Contractor shall prepare and submit the following submittals according to the requirements for each submittal. Each submittal shall be submitted to the Contracting Officer via e-mail unless otherwise directed. The Owner's approval shall be required prior to commencing work related to each submittal.

- 1-05.4(2) Survey Staking Plan
- 1-06.2 BABA Certification(s) of Compliance
- 1-07.3(1) Fire Prevention Plan
- 1-07.15 Spill Prevention, Control, and Countermeasure (SPCC) Plan
- 1-08.3 Type A Project Schedule with working hours per day shown
- 1-10.2(2) Temporary Traffic Control Plan
- 6-02.3(27) Shop Drawings for Footings and Stemwalls
- 6-20.3(1) Design Calculations for the new Culvert Structure
- 6-20.3(2)B Load Rating for New Structure
- 6-20.3(2)A Type 2E Working Drawings for Contractor Designed Buried Structure(s)
- 8-01.3(1)A1 Temporary Erosion and Sediment Control Plan
- 8-01.3(1)C6 Hydraulic Fluid Catalog Cut
- 8-02 Seed Mix for Approval
- 8-05.3(4) Temporary Construction Access and Staging Plan
- 8-30 Streambed Material Report (laboratory grain size analysis and photos with tape measure)
- 8-31(3) Temporary Stream Diversion Plan

This list is provided for the convenience of the Contractor and may not be complete. Refer to the text of the Special Provisions and Standard Specifications for a complete description of Contract submittal requirements.

1-05.11 Final Inspection

Delete this section and replace it with the following:

(*****)

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Contracting Agency and Engineer and request the establishment of the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Contracting Agency and/or Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Contracting Agency and Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Contracting Agency and Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, will by written notice to the Contractor, set the Substantial Completion Date. If, after this inspection the Contracting Agency and/or Engineer does not consider the work substantially complete and ready for its intended use, will so notify the Contractor giving the reasons therefor.

Upon receipt of notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Contracting Agency and Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Contracting Agency and Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Contracting Agency and Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Contracting Agency and/or Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Contracting Agency and Engineer are satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer’s right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

The following new subsection is added:

(*****)

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices

(January 4, 2024 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be served and directed to the Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be written in paper format, hand delivered or sent via certified mail delivery service with return receipt requested to the Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

1-06 CONTROL OF MATERIAL

The following new subsection is added:

(*****)

1-06.2 Build America, Buy America

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver.

The subject infrastructure project is at least partially funded by an award of Federal financial assistance. To lawfully utilize this funding, each of the following requirements must be met:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

This excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

1. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2. Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

3. Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
4. Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
5. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
6. Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
7. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
8. Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Chelan County must ensure that the domestic content procurement preference flows down to all contracts and subcontracts, and that the contractors, subcontractors, and any subrecipients comply with the domestic content procurement preference. As such, all Buy America provisions provided herein must be included in all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

Section 70914 of Public Law No. 117-58, §§ 70901-52.

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-184>

Certification of Compliance

Contractors and subcontractors must sign and submit to the Contracting Agency a certification letter which demonstrates compliance with BABAA requirements.

SAMPLE SELF-CERTIFICATION LETTER

The following provides suggested language for the self-certification:

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the _____ (Project Name and Location) _____ the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with Federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured

product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The, ____ [Contractor or Subcontractor] __, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

Signature of [Contractor’s or Subcontractor’s] Authorized Official

Name and Title of [Contractor’s or Subcontractor’s] Authorized Official

Date

Manufacturer Certifications

The Contractor may also provide the Contracting Agency a certification letter from the product manufacturer(s) to demonstrate compliance with BABAA requirements. Certification letters shall contain five essential elements, which include:

- A reference to the project;
- Specific product information;
- Compliance with BABAA reference;
- Location of manufacturer (country); and
- A company representative signature.

The certification letter should be maintained as part of the project record.

SAMPLE MANUFACTURER CERTIFICATION LETTER:

Company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: Build America, Buy America Act Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the Build America, Buy America Act (BABAA) requirement as mandated in the Infrastructure Investment and Jobs Act (IIJA) Pub. L. No. 117-58, §§ 70901-52.

Item, Products and/or Materials:

1. XXXX
2. XXXX

3. XXXX

Such process took place at the following location: _____.

If any of the above compliance statements change while providing material to this project, we will immediately notify the prime contractor and the engineer.

Signed by company representative

Waivers

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) Applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest” waiver); (2) The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “non-availability” waiver) ; or (3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost” waiver).

A request to waive the application of the domestic content procurement preference must be in writing. The request must include detailed justification for product use, product specifications and a description of the effort to find an equivalent domestic product. Waiver requests are subject to public comment periods of no less than 15 days and no more than 30 days and must be reviewed by the Federal Agency. The Contractor must be prepared to provide additional information as necessary to support the request review. The estimated timeline for most waiver requests is 45-calendar days from date of submission until final waiver determination is made.

There may be instances where an award qualifies, in whole or in part, for an existing waiver (a “general applicability” waiver).

When necessary, recipients may apply for, and the agency may grant, a project specific waiver from these requirements. To request a waiver, the Contractor shall contact the Contracting Officer for the project.

Definitions

All definitions and sections of 2 CFR Part 184 Apply.

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-184>

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2 State Taxes

Delete this section, including its sub-sections, in its entirety and replace it with the following:

(*****)

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3) Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

1-07.3(1) Fire Prevention Control and Countermeasures Plan

Section 1-07.3(1) is supplemented with the following:

(*****)

The project area is in Fire Shutdown Zone 675. *Partial hoot owl, Partial shutdowns, and General Shutdowns may come into effect during the operating period of this contract. For a summary of USFS Industrial Fire Precaution Levels, visit: <https://www.dnr.wa.gov/ifpl>.

The contractor is responsible for securing and maintaining any necessary IFPL work waivers.

The contractor must develop and submit a Fire Prevention Plan.

1-07.5 Environmental Regulations

1-07.5(1) General

Section 1-07.5(1) is supplemented with the following:

(*****)

The Contractor is solely responsible for adhering to all environmental or other provisions outlined in the project permits, the Contract Documents, and all applicable local, state and federal laws.

The Contractor shall notify the Contracting Agency a minimum of *** 7 *** calendar days prior to commencing any work in sensitive areas, mitigation areas, and wetland buffers. Installation of construction fencing is excluded from this notice requirement.

Contact with regulatory agencies concerning the permits listed herein, shall be made through the Contracting Agency unless otherwise approved.

The Contractor will not operate equipment or discharge material within the boundaries of wetlands and the waters of the United States as defined by the federal and state regulatory agencies unless otherwise allowed by contract specific permits. If an unauthorized discharge occurs:

- a. Prevent further contamination;
- b. Notify appropriate authorities and the Contracting Officer; and
- c. Mitigate damages.

The Contractor will construct and maintain barriers in work areas and in material sources to prevent sediment, petroleum products, chemicals, and other liquids and solids from entering wetlands or waters of the United States. Remove and properly dispose of barrier collected material. There will be no revisions to any terms or conditions of permits without the approval of the issuing agency.

The project specific permits applied for or issued to date are listed in section 1-07.6 of these Special Provisions. All costs to comply with local, state and federal environmental commitments and requirements are incidental to the contract and are the responsibility of the Contractor.

1-07.5(2) State Department of Fish and Wildlife

Section 1-07.5(2) is supplemented with the following:

(*****)

Work below Ordinary-High-Water Mark is subject to project permits which restrict such work to occur between July 15 and September 30 of a given calendar year. However, all work including mobilization and demobilization shall be complete between the dates of July 15 and August 21, 2026.

All costs to comply with this special provision are incidental to the Contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the associated bid prices of the Contract.

1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

(*****)

The Contracting Agency has (or will) applied for or obtained the below-listed permit(s) for this project to-date. Additional permits may be applied for obtained prior to construction as necessary. A copy of the permit(s) obtained is attached as an appendix for informational purposes. Copies of these permits, are required to be onsite at all times. Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the contracting agency unless otherwise approved in writing. The Contractor is responsible for obtaining coverage under a Construction Stormwater General Permit if necessary, in which case direct communication with the Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology’s approval for any Work requiring additional approvals (e.g. Request for 12 Chemical Treatment Form). Work may not begin until all necessary project permits have been received by the Contracting Agency and/or provided to the Contractor. No compensations will be made for construction related delays associated with delays in permit approval and/or receipt. The Contractor will be solely responsible for any violations arising out of commencement of work prior to the receipt of necessary permit approvals.

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.	STATUS
Nationwide Permit	USACOE	NWS-2026-144	Submitted
Hydraulic Project Approval	WDFW	APP ID: 0047073	Submitted

1-07.9 Wages

1-07.9(1) General

Section 1-07.9(1) is supplemented with the following:

(*****)

This project is subject to both WA State and Federal hourly minimum rates for wages and fringe benefits.

The Contractor shall pay prevailing wage rates of Federal or State of Washington which are in effect at the time of the execution of the contract and whichever are the higher, in accordance with the requirements of the special provisions.

The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor. The contractor shall use the wage determinations which are in effect under the Davis-Bacon Act for Public Works Contracts for Heavy

Construction within Chelan County at the time of the bid opening date. Federal Wage Determinations are updated and posted at <https://sam.gov/content/wage-determinations>.

When required to comply with the federal labor standards, 29 CFR S5.5 applies. This can be accessed via this link. <https://www.ecfr.gov/current/title-29/subtitle-A/part-5#5.5>

The State Prevailing Wage rates incorporated in this contract are applicable to all construction activities associated with this contract and in effect for Chelan County at the time of Bid Opening. Wage Determinations, prevailing wage rates, and benefit key codes established by the State of Washington’s Department of Labor and Industries are posted and updated at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>.

1-07.9(5)A Required Documents

(February 17, 2026 APWA GSP, Option A)

Revise this section to read:

All Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer and entered into the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system. In addition to entries made in the PWIA system, all Certified Payrolls must be submitted weekly to the Contracting Agency with a legally valid signature.

(*****)

Intents and Affidavits

On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Contracting Agency the following for themselves and for each firm covered under RCW 39.12 that will or has provided Work and materials for the Contract:

1. The approved “Statement of Intent to Pay Prevailing Wages” State L&I’s form number F700-029-000. The Contracting Agency will make no payment under this Contract until this statement has been approved by State L&I and reviewed by the Engineer.
2. The approved “Affidavit of Prevailing Wages Paid”, State L&I’s form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for the Contractor and all Subcontractors have been received by the Contracting Agency. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until “Affidavit of Prevailing Wages Paid” forms have been approved by State L&I and all of the approved forms have been submitted to the Engineer for every firm that worked on the Contract.

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

Certified Payrolls

Certified payrolls are required to be submitted by the Contractor for themselves, all Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly on all Federal-aid projects and no

less than monthly on State funded projects. Certified Payroll Reports (CPR's) are required to be submitted for review by the Contracting Agency prior to payment of any applicable invoices.

Penalties for Noncompliance

The Contractor is advised, if these payrolls are not supplied within the prescribed deadlines, any or all payments may be withheld until compliance is achieved. In addition, failure to provide these payrolls may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

1-07.11 Requirements for Nondiscrimination

(October 1, 2020 APWA GSP, Option A)

Supplement this section with the following:

Disadvantaged Business Enterprise Participation

No preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.

DBE Goals

No DBE goals have been assigned as part of this Contract.

Affirmative Efforts to Solicit DBE Participation

The Contractor shall not discriminate on the grounds of race, gender, color, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. DBE firms shall have an equal opportunity to compete for subcontracts in which the Contractor enters into pursuant to this Contract.

1-07.16 Protection and Restoration of Property

1-07.16(1) Private/Public Property

Supplement this Section with the following:

*(*****)*

The Contractor shall restore the private access road to original or better condition upon completion of the Work. Unlike the temporary access roads that are established to complete the Work, the existing private access road will not require decompaction.

The Contractor shall prevent damage to existing asphalt/ pavement outside the limits of excavation or pavement removal. The Contractor shall utilize steel plates, composite matting, rubber tracks, or other similar protective measures to ensure that no damage to existing asphalt /pavement outside the limits of excavation occurs due to any activity performed by the Contractor or agents of the Contractor,

including but not limited to operation of tracked equipment and staging or handling of construction materials. The Contractor shall be responsible for repairing all such damage at no additional cost to the Contracting Agency.

The Contractor shall exercise care while completing the Work to avoid any damage to existing fencing materials and decorative fixtures present at the sites. All costs associated with repairing any damage that occurs as a result of Contractor actions shall be the responsibility of the Contractor.

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(*****)

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification. There is an overhead power line and poles at the north end of the Project Area, as shown on the Plans. There are no other known utilities present within the work area. It is the responsibility of the Contractor to coordinate a locate for the site prior to conducting any ground disturbing work.

The following addresses and telephone numbers of utility companies or their Contractors are listed below:

Chelan County Public Utility District

Chris Moser

(509) 661-4128

Chris.Moser@chelanpud.org

811- CALL BEFORE YOU DIG

Dial 811 or 800-424-5555

1-07.18 Public Liability and Property Damage Insurance

Delete this section in its entirety, and replace it with the following:

1-07.18 Insurance

(January 4, 2024 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer’s financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor’s Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

- C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor’s Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency’s insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor’s insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin Work under the Contract until the required insurance has been obtained and approved by the Contracting Agency.
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days’ notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.
- I. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A “wrap up policy” is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder’s Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers;
- Waterfall Engineering (Project Engineer) and its officers, elected officials, employees, agents, and volunteers;
- Private Landowner Hacienda Custom Woodwork LLC

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained

by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) Subcontractors

The Contractor shall cause each subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors.

The Contractor shall ensure that all subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the Work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
5. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Contracting Agency, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow the Contractor or others providing insurance evidence in compliance with these Specifications to waive their right of subrogation prior to a loss. The Contractor hereby waives its own right of subrogation against the Contracting

Agency and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the Work.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Contractor’s maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency’s recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy’s deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor’s completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$3,000,000	General Aggregate
\$3,000,000	Products & Completed Operations Aggregate
\$2,000,000	Personal & Advertising Injury each offence
\$2,000,000	Stop Gap / Employers’ Liability each accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the Work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
-------------	-------------------------------------

1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

1-07.24 Rights of Way

(April 22, 2025 APWA GSP)

Delete this section and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits unless arrangements for use of private property are made as described below.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours' notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-08 PROSECUTION AND PROGRESS

Add the following new section and subsections:

(*****)

1-08.0 Preliminary Matters

(May 25th, 2006 APWA GSP)

1-08.0(1) Preconstruction Conference

(October 21, 2025 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To review Training or Apprenticeship Plans, when applicable.
5. To discuss FSBE Goals when applicable.
6. To establish normal working hours for the work;
7. To review safety standards and traffic control; and
8. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction meeting the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

1-08.0(2) Hours of Work

(*****)

The Contractor shall indicate what their normal working hours for the project will be as part of their Project Schedule submittal. Except in the case of emergency or unless otherwise approved by the Contracting Agency or Engineer, the normal working hours for all work, including moving and cleanup of equipment shall be 40 work week hours comprised of any consecutive 8 or 10-hour period between 7:00 a.m. and 6:30 p.m. Monday through Friday, exclusive of a lunch break. No weekend work shall be allowed. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Contracting Agency and Engineer for consideration. This request shall state

what hours are being requested, and why. Requests shall be submitted for review no later than 3 (three) working days prior to the day(s) the Contractor is requesting to change the hours. Permission to work holidays, or other than the agreed upon normal straight time working hours may be given subject to certain other conditions set forth by the Contracting Agency. These conditions may include but are not limited to:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Contracting Agency and/or Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Contracting Agency and/or Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency and/or Engineer employees when in the opinion of the Contracting Agency and/or Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time, even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.1 Subcontracting

(December 30, 2022 APWA GSP, Option A)

Section 1-08.1 is supplemented with the following:

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision Federal Agency Inspection.

A subcontractor or lower tier subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (WSDOT Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (WSDOT Form 420-004).

The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress payment until every subcontractor and lower tier subcontractor's retainage has been released.

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Contracting Agency during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that these records of all subcontractors and lower tier subcontractors shall be available and open to similar inspection or audit for the same time period.

1-08.3(2)A Type A Progress Schedule

Revise this section to read:

(*****)

The Contractor shall submit a Type A Progress Schedule at least 1 week prior to the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Contracting Agency and Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

(*****)

1-08.4 Notice to Proceed and Prosecution of Work

(February 17, 2026 APWA GSP)

Notice to Proceed will be given after the Contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the Work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the Work to the Physical Completion Date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the Work within the time(s) specified in the Contract.

When shown in the Plans, the first order of Work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 2-04.3. Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other Work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion

(*****)

Section 1-08.5 is supplemented with the following:

All onsite work shall occur between the dates of July 15, 2026 and August 21, 2026 and the project shall be substantially complete no later than August 21, 2026 unless otherwise directed by the Contracting Agency. Final project start date shall be determined by the issuance of the Notice to

Proceed, which shall be delivered to the contractor upon acceptance of all Contractual and Plan submittals.

The project area is located in Fire Shutdown Zone 675. Partial hoot owl, Partial shutdown, and General Shutdown may come into effect during the performance period of this contract. For a summary of Industrial Fire Precaution Levels visit: <https://www.dnr.wa.gov/ifpl>. No payment shall be made for standby time or delays resulting from weather, natural disasters or other acts of God, including Industrial Fire Precaution Level work restrictions. Overall Performance Period may be extended to reflect delays from natural disasters. It is the sole responsibility of the Contractor to comply with all applicable IFPL and/or fire suppression requirements and/or restrictions set in place.

(February 17, 2026 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the Contract as it occurs, until the Contract Work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the Contract the week before; (2) specified for the physical completion of the Contract; and (3) remaining for the physical completion of the Contract. The statement will also show the nonworking days and all partial or whole days the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the Completion Date of the Contract after all the Contractor's obligations under the Contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical Work on the project must be complete; and
2. The Contractor must furnish all documentation required by the Contract and required by law, to allow the Contracting Agency to process final acceptance of the Contract. The following documents must be received by the Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Monthly Reports in DMCS of the amounts paid including the final payment confirmation to all firms required by Section 1-08.1(7)A if applicable
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all subcontractors

- f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
- g. Property owner releases per Section 1-07.24

1-08.9 Liquidated Damages

(February 17, 2026 APWA GSP, Option A)

Replace Section 1-08.9 with the following:

Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to Highway users. Delays also cost tax payers undue sums of money, adding time needed for administration, engineering, inspection, and supervision.

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of *** \$4,150 *** for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer 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 Engineer, 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.

1-09 PAYMENTS

1-09.9(1) Retainage

Section 1-09.9(1) content and title is deleted.

1-09.2(5) Measurement

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

Scale Verification Checks – At the Engineer’s discretion, the Engineer may perform verification checks on the accuracy of each batch, hopper, or platform scale used in weighing contract items of Work.

1-09.9 Payments

(February 17, 2026 APWA GSP, Option B)

Delete the fourth paragraph and replace it with the following:

Progress payments for completed Work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the Work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the Work are tentative, and made only for the purpose of determining progress payment. The progress estimates are subject to change at any time prior to the calculation of the Final Payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor’s lump sum breakdown for that item, or absent such a breakdown, based on the Engineer’s determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of Progress Payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

The sixth paragraph of Section 1-09.9 is deleted.

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(December 30th, 2022 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that all claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that all such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to all such claims or causes of action. It is further mutually agreed by the parties that when claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13 Claims Resolution

1-09.13(1)A General

(December 30, 2022 APWA GSP)

Revise this section to read:

Prior to seeking claims resolution through arbitration or litigation, the Contractor shall proceed in accordance with Sections 1-04.5 and 1-09.11. The provisions of Sections 1-04.5 and 1-09.11 must be complied with in full as a condition precedent to the Contractor's right to seek claim resolution through binding arbitration or litigation.

Any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be resolved, as prescribed herein, through binding arbitration or litigation.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action which total \$1,000,000 or less, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action in excess of \$1,000,000, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Arbitration General

(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

1-09.13(4) Venue for Litigation

(December 30th, 2022 APWA GSP)

Revise this section to read:

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

DIVISION 2 TEMPORARY FEATURES

2-04 TEMPORARY FEATURES

2-04.3 Construction Requirements

Section 1-10.2(2) is supplemented with the following:

(*****)

The determination of when to use temporary traffic control and how to accomplish temporary traffic control shall be the responsibility of the Contractor's and shall meet any relevant WSDOT and USFA requirements. The Contractor shall implement temporary traffic control as necessary to meet permit requirements and provide safe working conditions and driving conditions for all peoples. Any traffic control measures utilized for this project shall be conducted in such a way that allows for an open lane of travel at all times. If traffic on any public roadway will be disrupted due to construction activities, the Contractor shall update their Traffic Control Plan and obtain any required authorization from the jurisdictional authority of the road system.

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by a TCOC approved training provider, a list of which can be found here. <https://wsdot.wa.gov/travel/traffic-safety-methods/work-zone-safety>

The Contractor shall implement a temporary road closure within the work area during construction to prevent traffic from entering or going through the project area while culvert construction is occurring. The Contractor shall identify the materials necessary and timing of this road closure within their temporary traffic control plan which will be reviewed by the Contracting Agency and USFS. The timing of this road closure shall be as limited as possible.

All traffic control for the duration of the project will be the responsibility of the Contractor to manage. The Contractor shall develop a Traffic Control Plan (TCP) which meets the requirements of this section and obtain any required authorization from the jurisdictional authority of the road system.

The Contractor shall submit Type 3 Working Drawings illustrating all elements of the proposed temporary traffic control plan for review and approval by the Contracting Agency and Engineer.

The Engineer or Contracting Agency retains the right to stop all Work and require immediate implementation of corrective measures if they determine at any time that Work is being conducted in a manner that is unsafe to the traveling public. Such corrective measures shall be implemented immediately at no cost to the Contracting Agency.

2-04.4 Measurement

No unit of measurement shall apply to the Lump Sum bid item, "Traffic Control."

2-04.5 Payment

This section is supplemented with the following:

(*****)

The lump sum Contract price for “Traffic Control” shall be full pay to perform the Work as described in this Section.

DIVISION 3 EARTHWORK

3-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

3-01.1 Description

The first paragraph of this section is deleted and replaced with the following:

(*****)

Prior to any clearing, the Contractor shall flag the extents of the limits of disturbance, including staging and temporary stockpile areas. The temporary access routes should be flagged as described in Section 8-05. The Contractor shall mark this boundary by installing four (4) foot tall wood lath stakes and with high-visibility orange flagging tied at the top. These stakes shall be installed at a distance of no greater than 25 ft apart and at a closer spacing where required to follow turns in the alignment. The Owner's Representative shall inspect and approve the Limit of Disturbance prior to the initiation of any site work.

The Contractor shall, except for areas marked on the Contract Plans or by the Contracting Officer for clearing, protect all trees and shrubs from damage caused by construction operations. Removal of any tree greater than six (6) inches in diameter from any portion of the project site outside of the approved clearing limits requires approval of the Contracting Officer or Engineer. The Contractor shall clearly flag for review all trees outside of the clearing limits shown in the Plans which may require removal or trimming to complete the Work shown in the Plans; separate flagging colors shall be used for proposed removal and trimming. The Contracting Officer or Engineer will review the flagged trees and determine if removal or trimming can occur. No tree removal or trimming shall occur until the Contracting Officer or Engineer has given approval for said action. The Contracting Officer or Engineer may direct the Contractor to modify the Work to avoid damage to roots, particularly when excavation is to occur within or near the drip line of a tree. Such modifications will be minor in nature and will not constitute an appreciable change in the nature or intent of the Work.

The Contractor shall clear within the temporary access routes, staging areas, and stockpile areas, as well as other clearing locations identified on the Plans. Vegetation shall be cleared as close to the groundline as practical, but no grubbing shall occur. This Work includes protecting from harm all trees, bushes, shrubs, or other objects not within the clearing and grading limits or selected to remain. Temporary site access routes shall be restored to original or better condition unless they are designated for decommissioning on the Plans.

Cleared branches, stumps, limbs, tree boles and other vegetative material from native species (e.g., tree waste) cleared during the project shall be defined as "Usable Material" and shall be stockpiled on-site in the staging area for use primarily as slash incorporated into constructed large wood structures and secondarily scattered on-site, as approved by the Owner's Representative.

"Clearing" means removing and disposing of all unwanted material from the surface, such as trees, brush, down timber, or other natural material.

"Grubbing" means removing and disposing of all unwanted vegetative matter from underground, such as sod, stumps, roots, buried logs, or other debris.

“Debris” means all unusable natural material produced by clearing and grubbing.

3-01.2 Disposal of Usable Material and Debris

Section 2-01.2 is revised to read:

(*****)

The Contractor shall meet all requirements of state, county, and municipal regulations regarding health, safety, and public welfare in the disposal of all debris. Removing trees greater than 6-inches in diameter from any portion of the project site requires approval of the Contracting Officer or Engineer.

3-01.2(1) Disposal Method No. 1 – Open Burning

This section is deleted and replaced with the following:

(*****)

Open burning is prohibited.

3-01.2(2) Disposal Method No. 2 – Waste Site

This section is supplemented with the following:

(*****)

All debris and cleared material containing plant species listed as noxious weeds by the Washington State Noxious Weed Control Board shall be hauled to an offsite waste site. The disposal site shall meet all applicable local, state, and federal regulations.

3-01.2(3) Disposal Method No. 3 – Chipping

This section is supplemented with the following:

(*****)

Material shall only be chipped with prior approval of the Engineer. Plant species listed as noxious weeds by the Washington State Noxious Weed Control Board may not be chipped.

3-01.2(4) Disposal Method No. 3 – Off-site Disposal

This section is supplemented with the following:

(*****)

Cleared material shall be disposed of off-site to a disposal location of the Contractor’s choosing provided the site meets all applicable local, state, and federal regulations.

3-01.3 Construction Requirements

3-01.3(1) Clearing

Section 2-01.3(1) is revised to read:

(*****)

8. Stake and flag all areas of clearing at least 3 business days prior to construction. The Contractor shall inform the Owner when the flagging is installed. The Owner will inspect proposed clearing areas.

9. Clearly flag or otherwise identify all trees greater than 6-inches in diameter which are proposed to be removed. Do not clear vegetation greater than 6-inches in diameter without approval from the Contracting Officer.

10. Clearly flag or otherwise identify all branches proposed to be trimmed to allow for equipment access or material transport. Neatly cut all limbs or branches approved for removal close to the tree trunk.

3-01.3(2) Grubbing

Section 2-01.3(2) is replaced with the following:

(*****)

No grubbing shall occur.

3-01.3(3) Vacant

Section 2-01.3(3) is replaced with the following:

(*****)

3-01.4 Measurement

This section is supplemented with the following:

(*****)

No unit of measurement shall apply to the lump sum bid item for “Clearing & Grubbing.”

3-01.5 Payment

This section is supplemented with the following:

(*****)

Payment for the lump sum bid item “Clearing & Grubbing” shall be full payment for all work described in this section.

Any areas cleared beyond the delineated limits on the Plans shall be restored at no additional cost to the Owner

3-03 ROADWAY EXCAVATION AND EMBANKMENT

3-03.1 Description

This section is supplemented with the following:

(*****)

This Work shall include, regardless of materials encountered, the excavation of all material associated with the existing roadway fill and creation of the final roadway approach and driving surface as shown on the plans. This includes the placement and compaction of gravel borrow, and placement and compaction of crushed surfacing.

3-03.2 VACANT

This section is replaced with the following:

(*****)

3-03.2 Materials

Crushed Surfacing-Road	9-03.9(3)
Approach Road Fill- Gravel Borrow	9-03.14(1)

3-03.3 Construction Requirements

This section is supplemented with the following:

(*****)

This work includes the excavation and/ or placement of roadway fill.

After installation of the new structure is complete, the Contractor shall import, place and compact gravel borrow followed by crushed surfacing in the locations shown on the plans to create the final driving surface pursuant with sections 3-03 and 4-04 of the Standard Specifications. All work associated with the excavation of the existing gravel roadway is included in and paid under section 3-07.

All work associated with installation of the new crossing will be done pursuant with sections 6-02, 6-20, 3-07 and the manufacturers specifications.

3-03.4 Measurement

This section is supplemented with the following:

(*****)

“Crushed Surfacing- Roadway” shall be measured per cubic-yard of imported material installed.

“Approach Road Fill- Gravel Borrow” shall be measured per cubic-yard of imported material installed.

3-03.5 Payment

This section is supplemented with the following:

(*****)

Payment for “Crushed Surfacing- Roadway” will include the full price for hauling, placing, leveling, and compaction and shall be made per cubic-yard of imported material necessary to achieve the final design elevations as shown on the plans and directed by the Contracting officer.

Payment for “Approach Road Fill- Gravel Borrow” will include the full price for hauling, placing, leveling, and compaction and shall be made per cubic-yard of imported material necessary to achieve the final design elevations as shown on the plans and directed by the Contracting officer.

3-07 STRUCTURE EXCAVATION

3-07.1 Description

This section is supplemented with the following:

(*****)

This Work shall include, regardless of materials encountered, the excavation, removal and disposal of all material associated with: Removal of roadway fill, removal of the existing culvert; all excavation and grading within the limits of the proposed structure that is necessary to prepare for the placement of the new streambed material; shoring and temporary slope stabilization measures as necessary; any over-excavation and backfilling necessary to establish foundations for the new structure; procurement and placement of all foundation rock and backfilling material and all other miscellaneous work and materials associated with the earthwork required to install the new culvert structure, footings, wingwalls, stemwalls and structure foundations as shown on the plans.

3-07.2 Materials

This section is supplemented with the following:

(*****)

The Contractor shall comply with the culvert manufactures specifications for backfill materials and quantities. Any excavated material suitable for reuse may be stockpiled and utilized as part of structure backfill if approved by the Engineer. No additional payment will be made for reused material.

Crushed Surfacing Foundation Rock	9-03.9(3)
Gravel Backfill for Walls	9-03.12(2)
Common Borrow	9-03.14(3)

3-07.3 Construction Requirements

This section is supplemented with the following:

(*****)

The Contractor shall remove all existing culvert infrastructure and dispose of it at an approved offsite location. All costs associated with the disposal of the culvert materials are the responsibility of the Contractor.

The Contractor shall follow all requirements of the Standard Specs and the Manufacture recommendations in foundation preparations and backfilling for the new structure.

3-07.3(1)D Disposal of Excavated Materials

This section is supplemented with the following:

(*****)

All excavated material unsuitable for reuse on the project, as determined by the Contracting Officer or Engineer, shall be removed and spoiled at an offsite location to be determined by the Contractor at the Contractors expense. Excavated material from the stream channel may be spoiled temporarily onsite and if suitable and free of debris, may be reused for the project if approved by the Contracting Agency or Engineer.

It is anticipated that excavated material will be suitable for backfill of the new structure. If the excavated material is determined by the Engineer to be unsuitable for backfill then Common Borrow will be measured per cubic-yard of imported material installed per the plans, and paid under the “Minor Change” for the bid schedule. Payment will not be made for imported material in the event that suitable material was hauled offsite at the choice of the Contractor. Payment will include the full price for hauling, placing, leveling, and compaction and shall be made per cubic-yard of imported material necessary to achieve the final design elevations as shown on the plans and directed by the Contracting officer.

3-07.4 Measurement

This section is supplemented with the following:

(*****)

No unit of measurement shall apply to the lump sum bid item “Culvert Removal and Disposal.”

“Structure Excavation Class A Incl. Haul” shall be measured pursuant with the Standard Specifications.

“Gravel Backfill for Walls” shall be measured per cubic-yard of imported material installed.

“Crushed Surfacing Foundation Rock” shall be measured per cubic-yard of imported material installed.

3-07.5 Payment

This section is supplemented with the following:

(*****)

Payment for the lump sum bid item “Culvert Removal and Disposal: shall include all equipment, labor and personnel necessary to remove and dispose of the existing culvert infrastructure onsite.

Payment for “Structure Excavation Class A Incl. Haul” will be made by cubic yard pursuant with the Standard Specifications. Removal and disposal of the existing culvert and associated materials is incidental to this work. Backfilling with the material is incidental to this work.

Payment for “Gravel Backfill for Walls” will include the full price for hauling, placing, leveling, and compaction and shall be made per cubic-yard of imported material necessary to achieve the final design elevations as shown on the plans and directed by the Contracting officer.

Payment for “Crushed Surfacing Foundation Rock” will include the full price for hauling, placing, leveling, and compaction and shall be made per cubic-yard of imported material necessary to achieve the final design elevations as shown on the plans and directed by the Contracting officer.

If the Contracting Officer orders the Contractor to excavate below the elevations shown in the Plans, the unit Contract price per cubic yard for “Structure Excavation Class A” will apply. But if the Contractor excavates deeper than the Plans or the Engineer requires, the Contracting Agency will not pay for material removed from below the required elevations. In this case, the Contractor, at no expense to the Contracting Agency, shall replace such material with material approved by the Contracting Officer.

When extra excavation is used in lieu of constructing the shoring, cofferdam or caisson, the lump sum Contract price shall be full pay for all excavation, backfill, compaction, and other Work required. If select backfill material is required for backfilling within the limits of Structure excavation, it shall also be required as backfill material for the extra excavation at the Contractor’s expense.

**DIVISION 6
STRUCTURES**

6-02 CONCRETE STRUCTURES

6-02.1 Description

This section is supplemented with the following:

(*****)

This work includes meeting all requirements associated with the offsite fabrication of concrete footings and stemwalls.

6-02.2 Materials

This section is supplemented with the following:

(*****)

All concrete must meet the following specifications and is classified as structural concrete.

Portland Cement	9-01
Crushed Surfacing Base Course	9-03.9(3)
Reinforcing Steel	9-07
Grout	9-20.3

Epoxy bonding agent for surfaces shall be Type II, as specified in Section 9-26.1. Epoxy bonding agent for steel reinforcing bar dowels shall be either Type I or Type IV, as specified in Section 9-26.1. The grade and class of epoxy bonding agent shall be as recommended by the resin manufacturer and approved by the Engineer. Estimated material for Footings is 15 CY, and for Backwalls 5 CY.

6-02.3 Construction Requirements

6-02.3(1) Classification of Structural Concrete

This section is supplemented with the following:

(*****)

The contractor shall pre-cast the concrete footings and stem walls off site.

Concrete mix shall have the characteristics as follows:

28-day compressive strength	4000 PSI
Sacks of cement	6 per cubic yard of concrete
Slump, maximum	3.5 inches per ASTM C1 43
Water to cement ratio	0.45

6-02.3(14) A Class I Surface Finish

This section is supplemented with the following:

(*****)

This section applies to all cast in place concrete, and precast concrete. Finish on surface of all concrete shall be a light broom finish.

The following new subsection is added:

(*****)

6-02.3(26)C Submittals

This section is supplemented with the following:

(*****)

The Contractor shall either include in the culvert shop drawings or submit separately shop drawings for the footings and stemwall structures. Submittals may be made by email. No precast forms or formwork or concrete cutting shall begin before written approval is provided for the precast shop drawings as submitted. All Concrete structures need to be designed by a licensed engineer and/or certified precaster.

1. The contractor shall submit to the Engineer at least 21 days before the start of the fabrication process shop drawings for the precast footing and backwall.
2. Furnish precast concrete members using a plant with one of the following certifications, appropriate to the type of member being fabricated:
 - (1) Precast/Prestressed Concrete Institute (PCI)
 - (2) National Precast Concrete Association (NPCA)
 - (3) American Concrete Pipe Association (ACPA)

When available, submit a copy of the transmittal letter of the latest PCI, NPCA, or ACPA inspection and certification with the shop drawings.

In lieu of the above certification, the Contractor shall retain a professional engineer to provide quality assurance for the work by inspecting and certifying in writing the concrete members are constructed in accordance with the contract specifications and FSSS Section 552 and shall include information including but not limited to the following:

- (a) Shop drawings review.
- (b) Concrete member dimensions.
- (c) Concrete mix design.
- (d) Aggregate sources, moisture contents, test results.
- (e) Steel reinforcing placement.
- (f) Concrete curing and strength test results.

- (g) Concrete material certifications.
- (h) Placement mixing, delivery and sampling.
- (i) Properly calibrated production and test equipment
- (j) Proper records keeping including; personnel qualifications and training records, material sources, quality control testing results for the aggregate and concrete, pre-pour and post-pour inspection reports, batching records, disposition of failing products, and shipping.

Concrete footings and backwalls shall be formed and poured by the contractor as per the plans off site. Concrete shall be 4000 psi, 5 sacks per cubic yard, 3.5-inch slump, water to cement ration 0.45.

6-02.4 Measurement

This section is supplemented with the following:

(*****)

No unit of measurement shall apply to the lump sum bid item “Procurement and Installation: Footings & Stemwalls.”

6-02.5 Payment

This section is supplemented with the following:

(*****)

The lump sum payment for “Procurement and Installation: Footings & Stemwalls” shall be made for the full price for all equipment, material, and labor necessary for the construction and placement of the footings and stem walls as per the plans and requirements in this section. The payment schedule will be as follows:

1. Fifty percent of the bid amount will be paid following acquisition and delivery of the footings and stem walls.
2. The remaining fifty percent of the bid shall be paid for upon completion of all installation construction activities as per the plans.

6-20 BURIED STRUCTURES

6-20.1 Description

This section is supplemented with the following:

(*****)

This work includes all design, fabrication, delivery, handling and installation of the new 18’- foot span by 5’-9” rise 10 gage Steel Multiplate Arch Culvert with headwalls and wingwalls as outlined in the final project drawings and this section. The Contractor shall provide all submittals for the proposed structure, including the design which meets the requirements of this section for review and approval by the Engineer and the Contracting Agency prior to the commencement of any other work.

6-20.2 Materials

This section is supplemented with the following:

(*****)

The culvert and all associated miscellaneous items to assemble the new structure will be procured by the Contractor and/or provided by the Culvert Manufacturer in accordance with all materials outlined in the standard specs, these special provisions and the final plans.

6-20.3 Construction Requirements

6-20.3(2) Submittals

6-20.3(2)A Plans, Specifications and Calculations

This section is supplemented with the following:

(*****)

The contractor shall have the manufacturer prepare and submit two sets of the following documents for approval by the Chelan County Natural Resources Department and Engineer.

1. Complete design calculations, load rating and shop drawings prepared, stamped and signed by a registered professional engineer in Washington State.
2. Installation, storage and maintenance instructions.
3. The drawings shall have an “accepted for construction” signature block to be signed and dated.

The calculations and drawings shall contain all information required to allow review and acceptance. The minimum drawings size shall be 11 inch by 17-inch sheets. The drawings shall include, but not be limited to, plan, elevation, connection details, bearing details, and section views of the culvert superstructure, related components, dimensions of all components, welding and connection details, and general and specific notes regarding the design and construction. Within 14 calendar days after the Contracting Agency receives the submittals, written acceptance or rejection will be transmitted to the Contractor and Manufacturer.

The Contractor shall prepare the design in accordance with Sections 6-20.3. All submittal requirements of Section 6-20.3(7) shall apply.

The Culvert Structure, footings, headwalls, and wingwalls shall be located as specified in the Plans, including but not limited to the height, alignment, width, length, profile, and elevation(s). The culvert structure for this project shall be a multiplate arch with headwalls and wingwalls, as specified on the Plans.

Parameter	Sand Creek
Span (ft)	18'
Rise (ft-in)	5'-9"
Headwall Height (ft)	2' (See Plans)

Parameter	Sand Creek
Wing Wall Length (ft)	6'

The proposed structures shall be designed to provide, at a minimum, an HL-93 (or HS-20) load capacity and compliance with the current WSDOT Standard Specifications. The submittals shall include a load rating, per WSDOT Bridge Design Manual chapter 13.

The year of construction, culvert manufacturer and load rating will be permanently marked into the downstream face in legible numbers.

Over-excavation and preparation of the subgrade, in addition to backfilling outside the proposed structure, shall conform to Section 3-07.

6-20.3(2)B Load Rating Report

This section is supplemented with the following:

(*****)

The contractor is required to provide a load rating report for the new structure.

6-20.3(2)D Manufacturers Installation Instructions

This section is supplemented with the following:

(*****)

Contractor shall install the new crossing per the manufacturer’s specifications. This includes but is not limited to, application of any grout, epoxy, sealants or other materials where shown on the manufacturer’s specifications. This work is incidental to Culvert Installation.

6-20.3(5) Excavation

This section is supplemented with the following:

(*****)

Excavation shall conform to Section 3-07.3(3). If water is present within the excavation, the Contractor shall dewater the excavated area in accordance with the Section 8-31 submittal before placing the bedding material. All excavation shall be done “in the dry,” meaning that no excavation shall occur where groundwater is within one foot of vertical elevation measured below the excavation. Pumping shall be continuous, constantly removing groundwater from the construction site using submersible pumps, to maintain a dry working area by continuously extracting water that seeps into the excavation, allowing construction work to proceed without interruption. Once pumping has started the pumps must run continuously and not shut off until the subgrade backfill is complete.

The Contractor shall allow for inspection of the exposed subgrade by the engineer or the Contracting Agency.

Over-excavation (as necessary) and preparation of the subgrade shall conform to Section 3-07. Material at the bottom of the excavation that is unstable or unsuitable shall be removed in accordance

with Section 3-07.3(1)C. Quarry spalls may be used in the over-excavation area if needed but shall be capped with a minimum of 6 inches of Crushed Surfacing Base Course (CSBC).

If the bottom of the excavation is too wet for compaction to occur, the Contractor shall place Construction Geosynthetic for Soil Stabilization - Woven, conforming to Section 9-33.2(1), on the exposed bottom of the excavation. Geosynthetic shall be overlapped as required by the manufacturer, but not less than 1.0 foot at seams. The Contractor shall stretch out the Geosynthetic to ensure that no slack or wrinkles exist in the geosynthetic prior to backfilling.

Upon completing the excavation, the Contractor shall notify the Contracting Agency and Engineer. No other permanent part of the Culvert Structure or associated headwalls or wingwalls shall be placed until the Engineer has given permission to proceed.

6-20.3(5)A Construction Dewatering

This section is supplemented with the following:

(*****)

The Contractor shall design, install, operate, maintain, and remove a construction dewatering system pursuant to Section 8-31.

6-20.3(6)A Bedding and Leveling

This section is supplemented with the following:

(*****)

The footing bedding and leveling material shall be placed and compacted in accordance with the Section 3-07.3. If the bedding material has voids after compaction, then a Filter Fabric, conforming to Section 9-08.6, shall be placed over the bedding to separate the leveling course from the bedding material. Leveling material shall not be placed under precast reinforced concrete retaining walls.

The subgrade improvements shown in the plans are based on findings within the geotechnical report (included as Appendix D). The Contractor shall be responsible for furnishing and installing all materials for subgrade improvements in accordance with the recommendations outlined in the geotechnical report and final contract drawings.

6-20.3(6)B Foundations

This section is supplemented with the following:

(*****)

Precast concrete foundations shall be constructed in accordance with Section 6-02.3.

6-20.3(9) Backfilling

This section is supplemented with the following:

(*****)

Backfilling outside of Culvert Structure shall be granular material meeting the requirements in the Working Drawings, meeting the Buried Structure manufacturer's requirements and conforming to the requirements of AASHTO M 145 A-1 or A-3. Granular material shall consist of a crushed rock and/or processed angular material. Onsite granular soils may be considered for backfill around the Structure if the material meets the requirements in this specification. Backfill shall be brought up incrementally on each side of the structure to balance the loading until the top of the Structure is reached.

The difference in backfill height on opposing sides of the Structure shall not exceed 2.0 feet unless otherwise allowed by the Engineer. Equipment used to compact backfill within 3.0 feet from sides of Structure shall have received the Engineer's acceptance prior to use.

Where backfill material is placed against dissimilar materials not meeting backfill material requirements, a suitable geotextile shall be provided to avoid migration.

It is anticipated that excavated material will be suitable for backfill. If the excavated material is determined by the Engineer not to be suitable for backfill then Common Borrow will be measured per cubic-yard of imported material installed per the plans. Payment will include the full price for hauling, placing, leveling, and compaction and shall be made per cubic-yard of imported material necessary to achieve the final design elevations as shown on the plans and directed by the Contracting officer.

6-20.4 VACANT

This section is replaced with the following:

(*****)

6-20.4 Measurement

This section is supplemented with the following:

(*****)

No independent unit of measurement shall apply to the lump sum bid items for "Procurement and Installation: New Culvert Structure, Headwalls & Wingwalls."

6-20.5 Payment

This section is supplemented with the following:

(*****)

The lump sum Contract price for "Procurement and Installation: New Culvert Structure, Headwalls & Wingwalls" shall be full payment for all Work specified in this section including but not limited to designing, furnishing, and installing the new bridge structure meeting the minimum requirements of this section including incorporation of foundation design recommendations identified in the Geotechnical Report for the project, and ensuring the structure fit and compatibility of all components which are integral to, or directly connected to, the structure.

DIVISION 8 MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

This section is supplemented with the following:

(*****)

This Work shall include installing Temporary Erosion and Sediment Control (TESC) Measures that include Best Management Practices (BMPs) necessary to control sediment, whether shown on the Plans or not, in accordance with these Special Provisions, and all federal, state, and local regulations and permit requirements. The Contractor shall be responsible for all TESC measures during construction and until the Notice of Termination is issued to meet all federal, state, local and permit requirements. Furthermore, the Contractor shall utilize BMPs to prevent invasive species transport to and from the project site as directed by the Contracting Officer.

Prior to mobilization Contractor shall update the Temporary Erosion and Sediment Control (TESC) plan for the project to accommodate the Contractor's construction sequencing and submit to the Owner for approval. The TESC must satisfy the requirements of the Washington Department of Ecology National Pollutant Discharge Elimination System (NPDES) Stormwater General Permit for Construction Activity and all other applicable permits. The TESC included in the Plans and described herein is intended to provide a baseline for sediment and erosion control. The Contractor may use these measures or alternative measures of their own design to ensure satisfactory performance and that the erosion control requirements of all applicable permits are met. The Contractor shall be responsible for implementing, inspecting and filing reports, maintaining, replacing, and removing TESC measures. The plan shall include the name, address and 24-hour contact number of the person responsible for erosion prevention and sediment control measures.

Failure to accept all or part of any such Plan will not make the Owner liable to the Contractor for any Work delays.

If surface water is present during construction, the site will need to be isolated and water will need to be managed per sections 8-01 and 8-31 of the standard specifications, the project permit and at the direction of the Contracting Agency. Additional submittals for site isolation measures may be required at no additional cost to the Contracting Agency if surface water is present.

All work shall comply with the Revised Contractors Handbook as provided by NOAA. This document is available at https://www.co.chelan.wa.us/files/natural-resources/documents/Construction_Contracting/CONTRACTORS%20Handbook%202025%2005%2019%20-%20Version%201_4.pdf.

8-01.3 Construction Requirements

8-01.3(1) General

8-01.3(1)C Water Management

8-01.3(1)C1 Disposal of Dewatering Water

This section is revised to read:

(*****)

See Section 8-31.3(4)A for Disposal of Dewatering Water.

8-01.3(9)A2 Silt Fence

This section is supplemented with the following:

(*****)

Silt Fence shall be used as a perimeter protection measure to protect sensitive areas from sedimentation and impacts from equipment.

8-01.4 Measurement

This section is supplemented with the following:

(*****)

No unit of measurement will apply to the lump sum bid item for “TESC Plan and Implementation.”

8-01.5 Payment

This section is supplemented with the following:

(*****)

“TESC Plan and Implementation” will be paid per lump sum in accordance with Section 1-04.8 and Section 1-09.9. Payment shall be considered full compensation for all equipment, labor, tools, materials, and incidentals necessary to complete this Work as specified.

8-02 ROADSIDE RESTORATION

8-02.1 Description

This section is supplemented with the following:

(*****)

The work consists of the seeding and mulching of all disturbed ground surfaces and final cleanup of the site and removal of all miscellaneous debris from the site as directed by the Contracting Officer. Seed will be provided to the Contractor by the Contracting Agency and mulch shall be procured by the Contractor. The site restoration shall not entail any fertilizer. Following seeding, the Contractor shall place woodchip mulch on slopes within the ordinary-high water mark and apply straw mulch in all other disturbed areas.

8-02.2 Materials

This section is supplemented with the following:

(*****)

Seed will be provided to the Contractor by the Contracting Agency for application. The Contractor shall procure all straw necessary.

Certified Weed Free Straw

9-14.5(1)

8-02.3 Construction Requirements

8-02.3(4) Topsoil

This section is omitted.

8-02.3(5)A Seeding Area Preparation

Replace this section with the following:

(*****)

1. The Contractor shall be responsible for decompacting non-channel work areas designated for “Clearing” that are disturbed or graded during construction, unless otherwise shown on the Plans or directed by the Owner’s Representative.
2. Temporary access roads and staging areas shall be returned to uniform grade even with surrounding areas, leaving no holes or mounds over 4-inches in depth or height.
3. Decompaction shall be performed prior to seeding and shall consist of ripping the soils to a minimum 12-inch depth. Ripping shanks shall be no more than 24-inch apart.
4. Contractor shall rip steep to moderate slopes longitudinally across the slope (i.e. perpendicular to slope and parallel to the channel) to promote capture of runoff and minimize erosion.
5. Upon completion of the ripping, only low ground pressure seeding equipment shall be allowed to enter the decompacted areas unless otherwise approved by Owner’s Representative.

8-02.3(9)A Dates for Application of Seed

This section is supplemented with the following:

(*****)

Unless otherwise allowed by the Owner’s Representative, the Contractor shall apply seed within the project work window.

8-02.3(9)B Seeding and Fertilizing

Replace this section with the following:

(*****)

Seeding shall not occur until fine grading and decompaction has been completed, temporary BMP’s have been removed, and trash and other obstructions that could interfere with the application and establishment of seed have been removed. Existing natural debris such as fallen logs or branches may remain where designated by the Engineer.

All stockpiles and construction debris shall be removed from temporary stockpile sites, staging areas, and construction access areas, and those areas restored to original grade including the filling of any tire ruts and decompacting compacted soil prior to seeding operations.

Seeding

1. The Contractor shall notify the Engineer at least five (5) days prior to performing seeding and shall not perform seeding unless areas proposed to be seeded have been accepted by the Engineer.
2. The Contractor shall determine the most effective method (of those identified below) to be used to achieve good germination and minimize seed erosion within discrete areas of the site. The approved methods for seeding areas are as follows:
 - a) Hydroseeding using Rainier Bonded Fiber Mulch, or equivalent Owner-approved alternate, which shall be applied at a rate of 3,500 pounds per acre in those areas shown on the plans.
 - b) Broadcast seeding through mechanical application methods or spread by hand. If seed is spread by hand, the seed shall be incorporated into the top ¼ inch of soil by hand raking or other method that is allowed by the Owner’s Representative and covered in certified weed-free straw mulch. Seed and Straw Mulch shall be applied at the rates shown on the products and/or as directed by the Contracting Agency.
3. Alternative seeding methods proposed by the Contractor will require Owner approval. The Contractor shall submit a narrative that describes each alternative seeding method and the location where they will be applied. An accompanying seeding site plan graphic may also be requested by the Owner.
4. Bare or thin areas, as determined by the Owner’s Representative, shall be reseeded at no additional cost to the Owner.

8-02.3(11) Mulch

Supplement this section with the following:

(*****)

Certified weed-free straw mulch shall be applied following application of seed at the rate of 2000-lbs per acre.

8-02.4 Measurement

This section is supplemented with the following:

(*****)

No unit of measurement shall apply to the lump sum bid item for “Restoration.”

8-02.5 Payment

This section is supplemented with the following:

(*****)

Payment for the lump sum bid item “Restoration” shall be considered full compensation for all equipment, labor, tools, materials, and incidentals necessary to complete this Work as specified, including decompaction and straw mulch application where applicable.

8-05 VACANT

Section 8-05 is replaced with the following:

(*****)

8-05 TEMPORARY CONSTRUCTION ACCESS AND STAGING

8-05.1 Description

The Contractor shall construct, maintain, remove, decommission, and clean up temporary construction access roads, temporary stream crossings, and staging areas. The access route and staging areas shall be located in the areas shown on the Plans, unless otherwise approved by the Owner’s Representative.

Prior to “Clearing”, the Contractor shall flag the limits of the temporary construction access routes and staging areas for Owner review and approval as described in Section 3-01.1. All access routes shall be cleared but not grubbed, and materials shall be disposed of per Section 3-01.2.

The Owner’s Representative Contractor may direct the Contractor to adjust the temporary access route alignments to avoid disturbing trees greater than 6-inches diameter-at-breast-height (DBH).

Site access should follow existing roadways whenever possible. All staging and stockpile locations shall be located so as not to interfere with other work.

The Contractor shall utilize the designated staging areas for staging equipment and stockpiling materials required to complete the Work included in the Contract. Refueling or storage or mixing of potentially environmentally harmful fluids shall only occur within areas identified as equipment staging and refueling areas and per applicable permit conditions.

8-05.2 Materials

Materials shall meet the requirements of the following sections:

Construction Geotextile	9-33 (Table 7, Woven)
Crushed Surfacing	9-03.9(4)
Bark or Wood Chip Mulch	9-14.5(3)
Common Borrow	9-03.14(3)

8-05.3 Construction Requirements

8-05.3(1) Temporary Access Routes

The Contractor shall clearly stake the proposed centerline of all temporary access routes. No clearing or trimming of vegetation or ground-disturbing work is allowed until the staking of the temporary access routes has been approved by the Contracting Officer. The Contractor shall regularly monitor all access routes for rutting, erosion, and any other damage. Rutting shall be addressed through

placement of bark or wood chip mulch on non-gravel surfaces, and additional crushed surfacing on gravel surfaces. It is the sole responsibility of the Contractor to protect both public and private property. Any damages to public and private property as a result of construction will be the responsibility of the Contractor to repair without additional cost to the Contracting Agency. The Contractor shall maintain and/or improve the Temporary Access Routes at no additional cost to the Contracting Agency based upon the direction of the Contracting Officer. This work includes removal and reinstallation of large boulders blocking access to the proposed staging areas.

Access to all adjacent private properties will need to be maintained for the duration of construction. The Contractor shall install a road closure as mentioned in section 2-04.

8-05.3(2) Temporary Equipment and Materials Staging

Temporary staging areas are shown on the plans and are available to store equipment, vehicles, materials, and other supplies during the course of the work; vehicles and equipment may only be staged within the staging areas shown on the plans. All refueling, washing, inspection, and other general maintenance for construction equipment and vehicles shall occur within the limits of the primary staging area and abide by the provisions of the HPA. All equipment, materials, and vehicles shall operate, be staged or stockpiled within the limits of the staging area(s) shown on the Plans unless otherwise approved by the Contracting Agency.

The Contractor shall minimize the space required for completion of the Work. If the Contractor determines that additional room is required for staging of equipment or stockpiling of materials, the Contractor, Contracting Agency, and landowner shall agree on appropriate location(s).

8-05.3(3) Removal and Decommissioning

All areas impacted by the construction of temporary access routes and staging areas shall be restored to pre-project conditions in accordance with the Plans and Section 8-02 and this section, or as directed by the Contracting Officer.

Decommission each temporary access route and staging area when it is no longer needed. All access routes below ordinary high water shall be decommissioned before the end of the in-water work window.

For temporary access routes and staging areas, excavate and remove of any materials used to construct the access roads, including surplus soils, stabilization materials, flagging, stakes, geotextile, oil, chemicals, and debris from the construction site.

Any sections of the existing private access road or parking areas that are used for construction access, staging, or contractor vehicle parking shall be restored to pre-project conditions by grading out ruts and potholes greater than 4 inches deep, and if necessary, by placing a 2-inch layer of Crushed Surfacing in areas with significant wear from construction traffic. Crushed Surfacing shall not be placed until all other work has been completed and shall not be placed outside the footprint of the existing gravel road and parking areas. The Contractor shall shape placed Crushed Surfacing to match the grade and profile of the existing road. Maintenance Rock shall be compacted by tamping with the bucket of an excavator. No measure of minimum compaction shall apply.

8-05.3(4) Submittals

The Contractor shall provide a Temporary Construction Access and Staging Plan that clearly illustrates the methods of installing, maintaining, and restoring all Temporary Construction Access Routes and Staging Areas. The Temporary Construction Access and Staging Plan may consist of markups on the Plans provided with this submittal, as long as all the relevant information is provided. A written narrative may also be helpful to illustrate the requirements below.

At a minimum, the Temporary Construction Access and Staging Plan shall provide the following information:

1. Locations of each access route.
2. Location of any proposed high-visibility construction fencing to provide separation between the access routes for adjacent property owners and Construction activities in both the Staging areas and the Construction sites.
3. Points of Contractor ingress and egress from staging areas and the construction sites.
4. All areas that will be temporarily filled, excavated, or surfaced with gravel or other materials in order to provide construction access or staging.
5. Locations of additional staging areas that are not already shown on the Plans.
6. Locations of temporary construction access routes that are not already shown on the Plans
7. Schedule and sequence of installation and restoration for each staging area and access route.
8. Material quantities.
9. Maintenance plan.

The Temporary Construction Access and Staging Plan shall be submitted to the Contracting Agency for approval a minimum of ten (10) working days prior to the preconstruction conference and must be approved prior to mobilization to the site, or establishment of any temporary construction access routes or staging areas. If the Contracting Agency does not approve the submitted Plan, the Reviewer will provide written documentation explaining the cause for not approving the Plan. The Contractor shall respond to the review documentation and resubmit the plan with revisions as necessary. The Contracting Agency or Engineer reserves the right to postpone commencement of the work, at no additional cost to itself, due to failure by the Contractor to supply an acceptable Temporary Construction Access and Staging Plan.

8-05.4 Measurement

No independent unit of measurement shall apply to the lump sum bid item for “Temporary Access and Staging.”

8.05-5 Payment

The lump sum bid items “Temporary Access and Staging” shall be full pay for all labor, equipment, materials, and other incidentals required to develop the Temporary Construction Access and Staging Plan; establish, maintain, utilize and restore the temporary construction access routes and staging areas; identify, improve, maintain, and restore any additional temporary staging areas deemed necessary by the Contractor; protect existing asphalt pavement throughout the course of the Work as described in this section.

8-15 RIP RAP

8-15.1 Description

This section is supplemented with the following:

(*****)

This work includes furnishing and placing a construction geotextile fabric and riprap to shore up the north side of the road fill as shown on the plans.

8-15.2 Materials

This section is supplemented with the following:

(*****)

Material shall meet the requirements of the following sections:

Construction Geotextile	9-33 (Table 7, Woven)
Heavy Loose Riprap	9-13.1(1)

8-15.3 Construction Requirements

This section is supplemented with the following:

(*****)

After the slope embankment is constructed on each bank to meet that shown in the plans, a geotextile layer will be laid and covered with riprap. All large stones shall be in contact with each other with all voids filled. Material will be compacted with the excavator bucket to the thickness shown on the plans.

8-15.4 Measurement

This section is supplemented with the following:

(*****)

“Riprap” will be measured per Ton delivered and installed to the dimensions shown on the plans.

8-15.5 Payment

This section is supplemented with the following:

(*****)

Payment for “Rip Rap” shall be made per cubic yard of material delivered and installed. Payment for this bid item includes all costs associated of procuring, hauling, placing, treating or otherwise disposing of material as well as the procurement and installation of geotextile fabric.

8-30 WATER CROSSINGS

8-30.1 Description

This section is unchanged from the Standard Specifications, but has been included in these Special Provisions for clarity:

(*****)

This Work consists of furnishing, mixing, and placing aggregates for streams, rivers and waterbodies of the type specified at the locations and in conformity with the lines and dimensions shown in the Plans or established by the Engineer.

8-30.2 Materials

Supplement this section with the following:

(*****)

Streambed Material shall be comprised of a mix of streambed sediment (Section 9-03.11(1)), 12” streambed cobbles (Section 9-03.11(2)), and 1-man Streambed Boulders (Section 9-03.11(3)); mixed in approximately volumetric proportions per the table below. Streambed Sand shall be imported as necessary to seal the bed.

WSDOT Streambed Aggregates	Sand Creek
	Percentage of Total Mix
Streambed Sediment	20%
10” Streambed Cobbles	70%
Type 2 Streambed Boulders	10%

Streambed Material shall meet the gradations below, regardless of exact proportions used to generate said material. Streambed Material which does not meet the gradation shown below shall be replaced with a suitable mix at no additional cost to the Contracting Agency.

Percent Passing	Sand Creek
	Diameter (inch)
100%	10
84%	7
50%	4
16%	1
10% min.	#40 sieve
5% min.	#200 sieve

Material for streambed aggregates shall be free of deleterious material. Deleterious material includes wood, organic waste, coal, charcoal, or any other extraneous or objectionable material as determined by the Contracting Officer or the Engineer. The streambed material shall not contain more than 3 percent organic material by weight. At the discretion of the Engineer, the percent of deleterious materials may be determined visually or be tested in accordance with AASHTO T 194 or AASHTO T 267.

8-30.3 Construction Requirements

8-30.3(3) Placement of Streambed Aggregates

Supplement this section with the following:

(*****)

The engineer shall approve the material before being hauled to the site. Seven (7) days advance notice is required.

The Contractor shall excavate the channel to grade and dimensions shown on the project plans. The thalweg location may be adjusted in the field by the Contracting Officer to provide additional hydraulic diversity. Under the direction of the Contracting Officer, the Contractor shall place Streambed Material larger than 10-inches along the banks or at specific locations in the channel to promote desired hydraulic diversity and ensure a stable bank in the finished channel.

Compaction of the streambed shall be achieved through use of an excavator bucket; the backside of the excavator bucket shall be used to smoothly press on the placed Streambed Material and minimize void spaces. Repeated blows with an excavator bucket are not necessary. No specific measure of compaction will be required, rather compaction will be approved by the Contracting Officer.

The Contractor shall wash fine sediments into channel thalweg to seal bed as directed by Engineer or Contracting Officer. This will require pumping water and flushing fines into the channel bed so water is flowing on the surface. If water is not present in the stream, the Contractor shall use a water truck or other means of imported, clean water to achieve this at no additional cost the Contracting Agency. Streambed Sand shall be imported as necessary to seal the bed. Use of onsite material suitable for sealing the bed may be used if approved. Payment will only be made for material imported and used to seal the bed.

Following approval of final channel bed construction, the Contractor shall decompact existing channels compacted by construction equipment by ripping to a depth of 12 inches and restoring the channel bed as close as possible to pre-project conditions.

The Engineers Estimate for this project has not been adjusted to consider re-use of existing streambed material excavated during streambed subgrade preparation. Any re-use of existing streambed material will be considered a potential cost-saving measure for the Contractor, and the handling, sorting, grading, and mixing of existing streambed materials shall not incur additional costs for the Contracting Agency.

The following new subsection is added:

(*****)

8-30.3(4) Streambed Subgrade Preparation

The subgrade for the streambed shall be prepared such that the finished channel is constructed to the elevations and grades shown on the Plans after placement of Streambed Material. Streambed Material shall be placed at the thickness shown on the Plans or as otherwise directed by the Contracting Officer. The Contractor shall perform all grading necessary to prepare the streambed subgrade for streambed construction. If fill placement is necessary to prepare the streambed foundation, native

material is acceptable for use. The Contractor shall clearly stake or otherwise mark the limits of streambed material placement for review and approval by the Contracting Officer prior to initiating construction of the streambed. Compaction shall be achieved through use of an excavator bucket; the backside of the excavator bucket shall be used to smoothly press on the placed subgrade material and minimize void spaces. Repeated blows with an excavator bucket are not necessary. No specific measure of compaction will be required, rather compaction will be approved by the Contracting Officer.

8-30.4 Measurement

The bid items for “Streambed Sediment” and ”Streambed Cobbles” will be measured per cubic yard of material procured, delivered, mixed and installed per the plans and shall include all labor, materials and equipment necessary to do so.

“Streambed Boulders- Type 2” will be measured per each

8-30.5 Payment

Payment for the bid items “Streambed Sediment” will be made per cubic yard of material procured, delivered, mixed and installed per the plans and shall include all labor, materials and equipment necessary to do so.

Payment for the bid items “Streambed Cobbles” will be made per cubic yard of material procured, delivered, mixed and installed per the plans and shall include all labor, materials and equipment necessary to do so.

Payment for the bid items “Streambed Boulders Type 2” will be made per each boulder procured, delivered, mixed and installed per the plans and shall include all labor, materials and equipment necessary to do so.

8-31 TEMPORARY STREAM DIVERSION

8-31.1 Description

This section is supplemented with the following:

(*****)

This work consists of designing, furnishing, installing, operating, maintaining, removing, and disposing of measures for isolating construction activities from the surface waters and surrounding sensitive areas. This work also includes dewatering of in-stream or upland work areas, and other Work as detailed in these Specifications, the Plans, and in accordance with Project Permit requirements.

Dewatering may occur in conjunction with Temporary Work Area Isolation or as a stand-alone activity for excavations. This includes as necessary the bypassing of flow around the work areas, pumping water out of the isolated work area, installation of any necessary erosion control BMP's and other work as necessary to allow for completion and inspection of the work while maintaining Water Quality Standards and permit compliance. Except as authorized by Project Permits, anytime work occurs within the wetted channel, an isolated in-water work area shall be created. Isolated in-water work areas consist of a cofferdam, or other acceptable methods that keeps aquatic species and surface flow separated from turbid water in the active work area, and maintains State Water Quality Standards and permit compliance. The labor, materials, and equipment associated with restoring the streambed, channel banks, upland areas, and

any other areas impacted by temporary work area isolation or dewatering facilities is incidental to this Work.

Limited geologic or groundwater information is available for the site. The Contracting Agency makes no assurances to the extent and/or difficulty of removal of water from the site nor the viability of upland infiltration as a means for water management. It is the sole responsibility of the Contractor to determine the means and methods for managing water within the work areas in compliance with the project permits.

8-31.2 Materials

This section is supplemented with the following:

(*****)

The Contractor shall detail all materials in the Temporary Stream Diversion Plan (TSD). Materials used shall comply with these Special Provisions and the Standard Specifications.

The following new subsections are added:

(*****)

8-31.2(1) Plastic Sheeting

Plastic sheeting used in construction of cofferdams or other work-area isolation measures shall be heavy duty reinforced poly sheeting with a minimum thickness of 10-mil and shall be wide enough to allow secure anchoring to the channel bed on the upstream and downstream sides of the cofferdam.

8-31.2(2) Bulk Bags and Sand Bags

The cofferdam used to stop water from flowing through the project area may use “bulk bags” and/or “sandbags.” Bulk bags shall be cube-shaped polypropylene woven fabrics with fully open tops, flat bottoms, four loops for lifting, minimum weight capacity of 2 tons, and 5:1 minimum safety factor. Bulk bags shall be in new condition. Sand bags shall be made from a woven synthetic material (polypropylene, polyethylene, polyamide, or other approved by the Contracting Agency) that is resistant to tearing. Bulk bags shall comply with the requirements of the FPA and be filled using clean pea gravel. Clean pea gravel is pea gravel that does not cause an exceedance of the allowable turbidity in the stream or waterbody.

Bulk bags and/or sand bags may be filled with locally sourced material if available and approved by the Contracting Agency. If sufficient material is not available on-site, import of additional material is the responsibility of the Contractor. Bulk bags can be filled to their maximum capacity. Sand bags shall be filled to no more than 2/3 of total capacity. Once filled, sand bags shall be securely tied. Bulk bags do not require secure closure if they securely hold the material with which they have been filled without being tied shut.

8-31.2(3) Sheet Pile

Should the Contractor elect to utilize sheet piles for isolating work areas from surface waters, the sheet pile shall be of the type and material selected by the Contractor. Sheets shall be interlocking to prevent water from readily flowing between installed sheets. All sheets shall be in good condition and free of grease, chemicals, and all other deleterious materials which may be hazardous to aquatic life. .

8-31.3 Construction Requirements

8-31.3(1) General

8-31.3(1)A General TSD Requirements

This section is supplemented with the following:

(*****)

Temporary site isolations, including all water that is retained by the isolation and the dewatering system, shall be located within the permitted impact areas as shown in the Plans. The diversion dam or coffer dam shall be constructed to a height sufficient to prevent stream flow from entering the work area. Scour protection shall be provided at the outfall of the temporary stream diversion systems and dewatering system to prevent flow re-entering the stream channel from mobilizing streambed and embankment sediments.

When required by the Contract, the Contractor shall have a contingency plan for each temporary stream diversion to be used in the event of a storm producing streamflow in excess of the design flow requirement, equipment failure, vandalism, or other incident. A complete set of equipment and materials for the contingency system shall be available for each temporary stream diversion. The Contractor shall immediately implement the contingency system when required or specified by the Engineer. The contingency system shall be designed to be fully operational within 2 hours.

The following new subsection is added:

(*****)

8-31.3(1)C Temporary Work Area Isolation

Prior to beginning work in an actively flowing channel, cofferdams or similar isolation structures shall be installed at or near locations shown on the Contract Plans to isolate the work area from surface flow in the Creek. Temporary Work Area Isolation is defined as using cofferdams, turbidity curtains or other approved means to temporarily isolate a localized work area from active flow without rerouting the entire channel. A Temporary Work Area Isolation shall consist of a barrier to prevent surface water from entering the Work area and to prevent untreated turbid construction water from exiting the Work area.

The Contractor shall maintain the water level below the working level within excavations in the active work area to provide a dry active construction work area. The active work area shall be defined as the area where work is being completed, including excavation, grade and elevation checking, rock placement, backfill, and related activities. If the area is dewatered, pumps may be shut down and water allowed to pool in work areas outside of working hours, provided that doing so does not damage the work and turbid waters do not enter sensitive areas such as wetlands or waterbodies.

All Work within the isolated work zone shall be completed, along with any required inspections or approvals by the Engineer and/or Owner's Representative, before the work isolation measures are removed. Re-watering of the project area shall occur at a rate slow enough which avoids loss of surface water downstream and while maintaining water quality standards. The Contractor shall take all actions necessary to prevent the water from exceeding the turbidity standards during re-watering of the stream channel and immediately take any corrective measures necessary if turbidity is to increase during this sequence.

Diversion dams and cofferdams shall be constructed using bulk bags, sheet piles, or other means approved by the Contracting Officer.

8-31.3(1)B TSD Plan Implementation Meeting

This section is revised to read:

(*****)

The Contractor shall arrange a meeting with the Engineer prior to implementation of the TSD Plan. At this meeting the Contractor shall explain to the Engineer the Work to be completed for the temporary work area isolation and dewatering. The meeting shall be a minimum of seven (7) calendar days prior to start of the temporary stream diversion to allow for fish block net installation associated with the temporary stream diversion Work. The Contractor shall notify the Engineer 14 calendar days prior to the meeting taking place.

Those attending shall include:

1. Representing the Contractor: The superintendent, on site supervisor, foreman, the Environmental Compliance Lead and other personnel that will have on-site responsibility for implementing the Temporary Stream Diversion.
2. Representing the Contracting Agency: The Contracting Officer, the Engineer, key inspection personnel, and other appropriate staff.
3. Representatives from interested permitting agencies and affected Tribes will be invited by the Contracting Agency. The Project Engineer will arrange for these interested parties to attend the TSD Plan Implementation Meeting.

The TSD Plan shall be implemented only during the approved in-water work window and shall be operational prior to performing Work below the ordinary high-water line as required to achieve permit compliance.

8-31.3(2) Temporary Stream Diversion Plan**8-31.3(2)A General Plan Requirements**

This section is supplemented with the following:

(*****)

The TSD Plan shall consist of a narrative and drawings detailing all Temporary Stream Diversion Plan facilities and shall encompass all the areas affected by the Contractor's in-stream work or other areas where associated activities or dewatering may occur. The plan shall identify the sequences, methods and materials used to isolate and dewater the work area(s), and the materials, processes and procedures for management and handling of sediment laden water.

If the Contracting Agency does not approve the submitted plan, the Reviewer will provide written documentation explaining the cause for not approving the plan. The Contractor shall respond to the review documentation and resubmit the plan with revisions as necessary. The Contracting Agency or Engineer reserves the right to postpone commencement of the work, at no cost to itself, due to failure by the Contractor to supply an acceptable TSD Plan.

The Contracting Officer may request an updated TSD Plan at no additional cost to the Contracting Agency at any point during Construction if the Contractors installed means, methods or materials fail to meet the requirements of this section.

The Contractor shall be responsible for appropriately sizing the Temporary Stream Diversion Plan facilities to complete the work. The depths and flow-rates within the stream, and the elevation and quantity of groundwater, varies depending on the time of year and between years depending on hydrologic conditions of the preceding winter and spring. It is the responsibility of the Contractor to design and implement, monitor, or modify as necessary all site isolation components necessary to ensure an isolated and dewatered work area during construction. Other methods that provide equal or better isolation or water management and include equal or fewer potential environmental impacts can be requested by the Contractor and will be considered by the Contracting Officer. Alternative methods can be used if approved; however, if any methods fail to meet the performance requirements of this section, the Contractor shall remove, replace or repair it at no additional cost to the Contracting Agency.

8-31.3(2)B Plan Requirements

Include as written.

8-31.3(3) Fish Block Net Installation and Fish and Aquatic Species Exclusion

This section is revised to read:

(*****)

No Work within the limits of the Ordinary High-Water Mark will be allowed prior to installation of site isolation and completion of fish exclusion activities. All work related to fish removal will be performed by the Contracting Agency at no cost to the Contractor.

The Contractor shall notify the Engineer in writing a minimum of 7 calendar days before installation of isolation measures and prior to closing the cofferdam of a temporary work area isolation to schedule fish and aquatic species exclusion.

The Contractor cannot begin in-water work until the Contracting Agency has safely captured and relocated all fish and other aquatic organisms trapped between the block nets or that may become trapped inside the proposed isolation area. Depending on the means and methods of site isolation, the Contractor will either install the proposed isolations and that area will be de-fished; or the Contracting agency will install block nets and defish the area before the Contractor's installation of site isolation measures.

8-31.3(3)B Contracting Agency Provided Materials

This section is revised to read:

(*****)

The Contracting Agency will provide and install all fish exclusion materials. All materials used for the Temporary Stream Diversion Plan facilities shall become the property of the Contractor and removed from the project limits, except for any materials supplied by the Contracting Agency or otherwise specified by the Contracting Officer.

8-31.3(4) Dewatering Work Areas

Include as written.

The following new subsection is added:

(*****)

8-31.3(4)A Disposal of Dewatering Water

Disposal of dewatering water shall be in accordance with the project permits and water quality standards in WAC 173-201A. Turbid dewatering water encountered onsite may need to pass through BMPs to reduce sedimentation prior to discharge. Turbid dewatering water disposal options may include sheet flow dispersion and infiltration within vegetation onsite, transport in a vehicle for off-site legal disposal, or use of a sedimentation bag that discharges to a ditch or swale for small volumes of localized dewatering.

Outfalls must be located in upland areas that prevent turbid waters from flowing into sensitive areas such as wetlands or waterbodies. Outfall locations will be flagged by the Contractor and approved by the Engineer. Scour protection shall be provided at all outfalls to prevent erosion. The Contractor may propose to pump sediment laden water upland for infiltration if such location is preidentified in their submittals, all landowner approvals have been granted and all information has been approved by the Contracting Agency. Neither the Contracting Agency nor the Engineer make any assurances or representations on the viability or availability of upland infiltration as a means of construction dewatering/discharge or the levels or velocity of water that may be encountered during construction.

If shown on the Plans, an infiltration pit shall be excavated at the outfall location to manage the volume of dewatering water. The infiltration pit shall be restored to pre-project conditions following the completion of the Work. The area shall be backfilled and bladed to remove machinery tracks and artificial mounds of material. The ground surface shall be returned to the pre-project elevation immediately outside of the excavation footprint, and the area shall be reseeded.

Additional clearing of riparian vegetation or creation of temporary access roads to route dewatering pipes is not allowed. Pipes may be laid by hand through existing riparian forest, with the approval of the Engineer.

During in-water work, turbidity will be monitored in accordance with environmental permits obtained by the Contracting Agency and provided to the Contractor. If turbid water is exiting the isolated work area to the extent that it exceeds maximum allowable values listed in the environmental permits, in-water work shall cease until the issue has been corrected. Any extra work required to adjust, repair, replace or improve site isolation measures, or remove faulty isolations shall be done immediately and at no additional cost to the Contracting Agency. No payment will be made for standby time associated with the Contractor failing to comply with permit requirements.

8-31.3(5) Inspection and Maintenance

Include as written.

8-31.3(6) Channel Rewatering and Removal of the Temporary Stream Diversion (Except Nets)

Include as written.

8-31.3(7) Removal of Fish Block Nets

Include as written.

8-31.4 Measurement

This section is revised to read:

(*****)

No unit of measure shall apply to the lump sum bid item for “Site Isolation, Erosion & Sediment Control”. This Work shall include all materials, equipment, labor, and other costs associated with installing, maintaining, and removing diversion structures at approved upstream and downstream locations, and performing other Work as described in this section.

8-31.5 Payment

This section is revised to read:

(*****)

The lump sum Contract price for “Site Isolation, Erosion & Sediment Control” shall be full pay to perform the Work as described in this section. Progress payments for the this bid item will be made as follows:

1. The Contracting Agency will pay 20 percent of the bid amount following the approval of the TSD, SWPP and TESC plans.
2. The remaining ninety percent will be paid proportionately per project element completed upon completion of that project element using the formula:

Payment per project element completed = $80\% * \text{Bid Amount} / \text{number of project elements requiring isolation}$. For the purposes of this calculation, construction of individual large wood structures along proposed channels (excluding the Floodplain Roughness Large Wood Structures) and the split flow channel excavation are considered project elements.

END OF SPECIAL PROVISIONS

APPENDICES

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APPENDIX A: PREVAILING WAGES

FEDERAL WAGE RATES

The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor. The contractor shall use the wage determinations which are in effect under the Davis-Bacon Act for Public Works Contracts for Heavy Construction within Chelan County at the time of the bid opening date. Federal Wage Determinations are updated and posted at

<https://sam.gov/content/wage-determinations>. When required to comply with the federal labor standards, 29 CFR S5.5 applies. This can be accessed via this link. <https://www.ecfr.gov/current/title-29/subtitle-A/part-5#5.5>

WASHINGTON STATE WAGE RATES

The State Prevailing Wage rates incorporated in this contract are applicable to all construction activities associated with this contract and in effect for Chelan County at the time of Bid Opening. Wage Determinations, modifications, and benefit key codes are established by the State of Washington's Department of Labor and Industries are posted and updated at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>.

APPENDIX B: PROJECT PERMITS

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.	STATUS	DOCUMENT ACCESS
Nationwide Permit	USACOE	NWS-2026-144	Submitted	TBD
Hydraulic Project Approval	WDFW	APP ID: 0047073	Submitted	TBD

APPENDIX C: CONTRACT DRAWINGS

The Final Contract Drawings (Plans) can be accessed via the link below or a hard copy can be made available by request to the Contracting Agency.

https://www.co.chelan.wa.us/files/natural-resources/documents/Construction_Contracting/Sand%20Creek%20Final%20Plans%20030926.pdf

APPENDIX D: GEOTECHNICAL REPORT

The project Geotechnical Report can be accessed via the link below or a hard copy can be made available by request to the Contracting Agency.

https://www.co.chelan.wa.us/files/natural-resources/documents/Construction_Contracting/Final%20Geotechnical%20Eng%20Rpt%20Sand%20Ck%20Culvert_11_11_25.pdf