

CONTRACT PROVISIONS

Eagle Creek Culvert Replacement Project

February 2024
Revised 3/8/24



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

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Chelan County Natural Resources Department

Eagle Creek Culvert Replacement Project

Bid Opening: Monday April 15th, 2024 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

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:

Micco Emeson
David Evans and Associates Inc
Phone: 541-514-4623
Email: Micco.Emeson@deainc.com

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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 15th, 2024 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 Project Eagle 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 Eagle 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

Eagle 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, April 15th, 2024 at 11:00 AM PDT for the Chelan County Natural Resources Project, “**Eagle Creek Culvert Replacement Project**”.

Chelan County Natural Resources Project: Eagle Creek Culvert Replacement Project, Chelan County, WA. This contract provides for the removal of four fish passage barrier culverts on Eagle Creek and the installation of four 3-sided pre-cast buried concrete box culverts between river-mile (RM) 0.4 and 0.6 on Eagle Creek. The four project sites are referred to throughout the Contract Plans and these Contract Provisions by the last name of the adjacent Landowner. From downstream to upstream, the sites are referred to as “Downs (Lower)”, “Downs (Upper)”, “Loreth”, and “Morton”. This work includes, but is not limited to installation, maintenance and restoration of temporary construction access routes and staging areas; temporary and permanent utility relocation; temporary traffic control as needed to safely deliver, handle, and stage equipment and materials; structure, channel, and roadway excavation; in-water-work requiring site isolation, temporary diversion of streamflow, shoring and dewatering as necessary; temporary erosion and sediment control; design, procurement, and installation of the new crossing structures; streambed and bank restoration; 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 September 9th and October 31st, 2024. The estimated range of probable cost for the base bid and all additive bid items is \$1,085,000.00-\$1,325,000.00 excluding WSST.

A **Mandatory** Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on March 7th, 2024 11:00 A.M. Attendees should meet at 11203 Eagle Creek Road, Leavenworth, WA. A minimum of one representative from each Prime Contractor that intends to submit a bid is required 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 “EAGLE 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.

Dated this ____ day of _____, 2024

BOARD OF CHELAN COUNTY COMMISSIONERS

KEVIN OVERBAY, CHAIRMAN

ATTEST: ANABEL TORRES

SHON SMITH, COMMISSIONER

CLERK OF THE BOARD

TIFFANY GERING, COMMISSIONER

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

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BID PROPOSAL FORM

Eagle 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:

EAGLE CREEK CULVERT REPLACEMENT PROJECT BID SCHEDULE A - BASE BID FOR DOWNS (LOWER) AND DOWNS (UPPER) SITES						
Item	Spec #	Description	Unit	Quantity	Unit Price	Total Price
1	1-09.7	MOBILIZATION	L.S.	1		
2	1-04 SP	MINOR CHANGE	F.A.	2	\$10,000	\$20,000
3	1-05 SP	CONSTRUCTION SURVEYING	L.S.	1		
4	2-01 SP	CLEARING	ACRE	0.14		
5	2.03	CHANNEL EXCAVATION INCL. HAUL	C.Y.	380		
6	2.03	ROADWAY EXCAVATION INCL. HAUL	C.Y.	30		
7	2.09 SP	STRUCTURE EXCAVATION CLASS A INCL. HAUL	C.Y.	810		
8	2.09 SP	SHORING OR EXTRA EXCAVATION CL. A	L.S.	1		
9	2.09 SP	BALLAST	C.Y.	30		
10	2.09 SP	GRAVEL BACKFILL FOR WALLS	C.Y.	50		
11	4-04	CRUSHED SURFACING BASE COURSE	C.Y.	85		
12	5-04	HMA CL. 1/2 IN. PG	TON	60		
13	6-06 SP	PRE-FABRICATED TIMBER GUARDRAIL	L.F.	106		
14	6-20 SP	CONTRACTOR DESIGNED BURIED STRUCTURE NO. 1	L.S.	1		
15	6-20 SP	CONTRACTOR DESIGNED BURIED STRUCTURE NO.2	L.S.	1		
16	8-01	HIGH VISIBILITY FENCE	L.F.	1,480		
17	8-02	FINE COMPOST	C.Y.	30		
18	8-02 SP	SEEDING, AND MULCHING	ACRE	0.10		
19	8-02 SP	BIODEGRADABLE EROSION CONTROL BLANKET	S.Y.	170		
20	8-05 SP	TEMPORARY ACCESS AND STAGING	L.S.	1		
21	8-30 SP	STREAMBED SAND	C.Y.	15		

22	8-30 SP	STREAMBED SEDIMENT	C.Y.	110		
23	8-30 SP	STREAMBED COBBLES - 8 INCH	C.Y.	150		
24	8-30 SP	STREAMBED BOULDER TYPE TWO	EACH	30		
25	8-31 SP	TEMPORARY WATER MANAGEMENT	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.

SCHEDULE B– Additive Bid 1 for Loreth Site

The following additive is an integral part of this proposal, and to be responsive, the bidder shall quote for the Base Bid, and also for the following listed Additive Bid Item. 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:

EAGLE CREEK CULVERT REPLACEMENT PROJECT BID SCHEDULE B - ADDITIVE BID 1 FOR LORETH SITE						
Item	Spec #	Description	Unit	Quantity	Unit Price	Total Price
26	1-09.7	MOBILIZATION	L.S.	1		
27	1-04 SP	MINOR CHANGE	F.A.	1	\$10,000	\$10,000
28	1-05 SP	CONSTRUCTION SURVEYING	L.S.	1		
29	2-01 SP	CLEARING	ACRE	0.07		
30	2.03	CHANNEL EXCAVATION INCL. HAUL	C.Y.	190		
31	2.03	ROADWAY EXCAVATION INCL. HAUL	C.Y.	15		
32	2.09 SP	STRUCTURE EXCAVATION CLASS A INCL. HAUL	C.Y.	220		
33	2.09 SP	SHORING OR EXTRA EXCAVATION CL. A	L.S.	1		
34	2.09 SP	BALLAST	C.Y.	20		
35	2.09 SP	GRAVEL BACKFILL FOR WALLS	C.Y.	30		
36	4-04	CRUSHED SURFACING BASE COURSE	C.Y.	20		
37	5-04	HMA CL. 1/2 IN. PG	TON	35		
38	6-06 SP	PRE-FABRICATED TIMBER GUARDRAIL	L.F.	46		
39	6-20 SP	CONTRACTOR DESIGNED BURIED STRUCTURE NO. 3	L.S.	1		
40	8-01	HIGH VISIBILITY FENCE	L.F.	470		
41	8-02	FINE COMPOST	C.Y.	15		
42	8-02 SP	SEEDING, AND MULCHING	ACRE	0.04		
43	8-02 SP	BIODEGRADABLE EROSION CONTROL BLANKET	S.Y.	70		
44	8-05 SP	TEMPORARY ACCESS AND STAGING	L.S.	1		
45	8-30 SP	STREAMBED SAND	C.Y.	5		
46	8-30 SP	STREAMBED SEDIMENT	C.Y.	50		
47	8-30 SP	STREAMBED COBBLES - 8 INCH	C.Y.	65		
48	8-30 SP	STREAMBED BOULDER TYPE TWO	EACH	15		

49	8-31 SP	TEMPORARY WATER MANAGEMENT	L.S.	1		
Additive Bid 1 Total						

The aforementioned sum is hereby designated the Total Additive Bid Item 1. The Additive Bid Item 1 amount shall not include Washington State sales tax. Sales tax will be added to the Total Additive Bid Item 1 amount prior to Contract execution to determine the Contract Sum and sales tax shall be paid by the CONTRACTING AGENCY with each progress payment.

SCHEDULE C – Additive Bid 2 for Morton Site

The following additive is an integral part of this proposal, and to be responsive, the bidder shall quote for the Base Bid, and also for the following listed Additive Bid Item. 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:

EAGLE CREEK CULVERT REPLACEMENT PROJECT BID SCHEDULE C - ADDITIVE BID 2 FOR MORTON SITE						
Item	Spec #	Description	Unit	Quantity	Unit Price	Total Price
50	1-09.7	MOBILIZATION	L.S.	1		
51	1-04 SP	MINOR CHANGE	F.A.	1.0	\$10,000	\$10,000
52	1-05 SP	CONSTRUCTION SURVEYING	L.S.	1		
53	2-01 SP	CLEARING	ACRE	0.11		
54	2.03	CHANNEL EXCAVATION INCL. HAUL	C.Y.	410		
55	2.03	ROADWAY EXCAVATION INCL. HAUL	C.Y.	10		
56	2.09 SP	STRUCTURE EXCAVATION CLASS A INCL. HAUL	C.Y.	230		
57	2.09 SP	SHORING OR EXTRA EXCAVATION CL. A	L.S.	1		
58	2.09 SP	BALLAST	C.Y.	10		
59	2.09 SP	GRAVEL BACKFILL FOR WALLS	C.Y.	20		
60	4-04	CRUSHED SURFACING BASE COURSE	C.Y.	15		
61	5-04	HMA CL. 1/2 IN. PG	TON	30		
62	6-06 SP	PRE-FABRICATED TIMBER GUARDRAIL	L.F.	46		
63	6-20 SP	CONTRACTOR DESIGNED BURIED STRUCTURE NO. 4	L.S.	1		
64	8-01	HIGH VISIBILITY FENCE	L.F.	320		
65	8-02	FINE COMPOST	C.Y.	20		
66	8-02 SP	SEEDING, AND MULCHING	ACRE	0.06		
67	8-02 SP	BIODEGRADABLE EROSION CONTROL BLANKET	S.Y.	175		
68	8-05 SP	TEMPORARY ACCESS AND STAGING	L.S.	1		
69	8-30 SP	STREAMBED SAND	C.Y.	10		
70	8-30 SP	STREAMBED SEDIMENT	C.Y.	65		
71	8-30 SP	STREAMBED COBBLES - 8 INCH	C.Y.	100		
72	8-30 SP	STREAMBED BOULDER TYPE ONE	EACH	540		

73	8-30 SP	STREAMBED BOULDER TYPE TWO	EACH	24		
74	8-31 SP	TEMPORARY WATER MANAGEMENT	L.S.	1		
Additive Bid 2 Total						

The aforementioned sum is hereby designated the Total Additive Bid Item 2. The Additive Bid Item 2 amount shall not include Washington State sales tax. Sales tax will be added to the Total Additive Bid Item 2 amount prior to Contract execution to determine the Contract Sum and sales tax shall be paid by the CONTRACTING AGENCY with each progress payment.

TOTALS

SCHEDULE A: BASE BID TOTAL (EXCLUDING WSST)	
COMBINED TOTAL SCHEDULE A: BASE BID + SCHEDULE B: ADDITIVE BID 1 (EXCLUDING WSST)	
TOTAL COMBINED BID (SCHEDULE A: BASE BID + SCHEDULE B: ADDITIVE BID 1 + SCHEDULE C: ADDITIVE BID 2) (EXCLUDING WSST)	

The aforementioned sums are hereby designated the Base Bid Total, Combined Total Schedule A and Schedule B, and Total Combined Bid. The Base Bid, and Additives 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

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 EAGLE 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: Eagle Creek Culvert Replacement Project**, Chelan County, WA. This contract provides for the removal of four fish passage barrier culverts on Eagle Creek and the installation of four 3-sided pre-cast buried concrete box culverts between river-mile (RM) 0.4 and 0.6 on Eagle Creek. The four project sites are referred to throughout the Contract Plans and these Contract Provisions by the last name of the adjacent Landowner. From downstream to upstream, the sites are referred to as “Downs (Lower)”, “Downs (Upper)”, “Loreth”, and “Morton”. This work includes, but is not limited to installation, maintenance and restoration of temporary construction access routes and staging areas; temporary and permanent utility relocation; temporary traffic control as needed to safely deliver, handle, and stage equipment and materials; structure, channel, and roadway excavation; in-water-work requiring site isolation, temporary diversion of streamflow, shoring and dewatering as necessary; temporary erosion and sediment control; design, procurement, and installation of the new crossing structures; streambed and bank restoration; 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: Eagle 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 **Eagle 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 of September 9th and October 31st, 2024. The Project shall be substantially complete by October 31st, 2024.
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 2024 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
 - (D) BID PROPOSAL DECLARATION
 - (E) BID PROPOSAL BOND
 - (F) BIDDER INFORMATION
 - (G) NON-COLLUSION DECLARATION
 - (H) SUBCONTRACTORS LIST
 - (I) CERTIFICATION REGARDING DEBARMENT
 - (J) BONDING AND CLAIMS
 - (K) CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES
 - (L) CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE TRAINING
 - (M) PERFORMANCE AND PAYMENT BOND
 - (N) NOTICE OF AWARD
 - (O) NOTICE TO PROCEED
 - (P) CHANGE ORDER(s)
 - (Q) ADDENDA:
 - No. _____ Dated _____, 202__
 - No. _____ Dated _____, 202__
 - 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:

Eagle 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 Eagle 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 February 26th, 2024, 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 Eagle 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 October 31st, 2024.

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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CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Eagle Creek Culvert Replacement Project

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

STATE OF: WASHINGTON **CONTRACT FOR:** Construction

COUNTY OF: CHELAN **CONTRACT DATED:** _____

DATE OF ISSUANCE: _____

Project or Designated Portion Shall Include:

The work performed under this CONTRACT has been reviewed and found to be substantially complete. The date of substantial completion of the project or portion thereof designated above is hereby established as of _____ 20_____ which is also the date of commencement of applicable warranties as required by the Contract Documents, except as stated below.

Definition of Date of Substantial Completion

The Date of Substantial Completion of the Work or designated portion thereof is the date certified by the project administrator when construction is sufficiently complete in accordance with the Contract Documents, so the CONTRACTING AGENCY can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

CONTRACTOR BY DATE

The CONTRACTING AGENCY accepts the Work or designated portion thereof a substantially complete and will assume full possession thereof on _____.

CHELAN COUNTY COMMISSIONER BY DATE

The responsibilities of the CONTRACTING AGENCY and CONTRACTOR for security, maintenance, heat, utilities, damage to the work, and insurance shall be as follows:



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: Eagle 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: Eagle 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: _____

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:	<u>Eagle Creek Culvert Replacement Project</u>	CONTRACTING AGENCY	<input type="checkbox"/>
TO	<u>Chelan County</u>	ENGINEER	<input type="checkbox"/>
CONTRACTING	<u>Natural Resources Department</u>	CONTRACTOR	<input type="checkbox"/>
AGENCY:	<u>411 Washington Street, Suite 201</u>	SURETY	<input type="checkbox"/>
	<u>Wenatchee, WA 98801</u>	OTHER	<input type="checkbox"/>

STATE OF: WASHINGTON **CONTRACT FOR:** _____
CONTRACT
COUNTY OF: CHELAN **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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EAGLE CREEK CULVERT REPLACEMENT PROJECT

The representative’s assigned to answer questions regarding these bid documents, show the project to prospective bidders, and act as the Contracting Agency’s representative who directly supervises the engineering and administration of this project are:

All Contract Administration will be handled by:
Hannah Pygott; Contracting Officer
Chelan County Natural Resources Department
Phone: 509-670-9306
Email: hannah.pygott@co.chelan.wa.us

All Site visits will be handled by:
Bryan Maloney; Project Manager
Chelan County Natural Resources Department
Phone: 509-670-1772
Email: bryan.maloney@co.chelan.wa.us

All questions during the bid process should be submitted to both Hannah and Bryan.

As the Engineer in direct responsible charge of developing these contract provisions, I certify that the sections of the special provisions listed below have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.

DIVISION 1 – GENERAL REQUIREMENTS

1-05.4 Conformity with and Deviations from Plans and Stakes

DIVISION 2 – EARTHWORK

- 2-01 Clearing, Grubbing, and Roadside Cleanup
- 2-02 Removal of Structures and Obstructions
- 2-09 Structure Excavation

DIVISION 5 – SURFACE TREATMENTS

5-04 Hot Mix Asphalt

DIVISION 6 – STRUCTURES

- 6-06 Bridge Railings
- 6-20 Buried Structures

DIVISION 8 – MISCELLANEOUS CONSTRUCTION

- 8-01 Erosion Control and Water Pollution Prevention
- 8-02 Roadside Restoration
- 8-05 Temporary Access and Staging
- 8-27 Streambed Construction
- 8-31 Temporary Work Area Isolation and Work Area Dewatering

DIVISION 9 – MATERIALS

- 9-09 Timber and Lumber
- 9-14 Erosion Control and Roadside Planting



Project Engineer:
Micco Emeson
David Evans and Associates Inc
Phone: 541-514-4623
Email: [Micco.Emeson@deainc.com](mailto:micco.emeson@deainc.com)

INTRODUCTION TO THE SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2024 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:

- (March 8, 2013 APWA GSP)* = Identifies APWA GSP and date created
- (April 1, 2013 WSDOT GSP)* = Identifies WSDOT GSP and date created
- (*****)* = 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: Eagle Creek Culvert Replacement Project, Chelan County, WA. This contract provides for the removal of four fish passage barrier culverts on Eagle Creek and the installation of four 3-sided pre-cast buried concrete box culverts between river-mile (RM) 0.4 and 0.6 on Eagle Creek. The four project sites are referred to throughout the Contract Plans and these Contract Provisions by the last name of the adjacent Landowner. From downstream to upstream, the sites are referred to as “Downs (Lower)”, “Downs (Upper)”, “Loreth”, and “Morton”. This work includes, but is not limited to installation, maintenance and restoration of temporary construction access routes and staging areas; temporary and permanent utility relocation; temporary traffic control as needed to safely deliver, handle, and stage equipment and materials; structure, channel, and roadway excavation; in-water-work requiring site isolation, temporary diversion of streamflow, shoring and dewatering as necessary; temporary erosion and sediment control; design, procurement, and installation of the new crossing structures; streambed and bank restoration; 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

(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) 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 three (3) similar projects in the last ten (10) years, at least one of which should include the installation of a buried culvert structure. 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:

- Those which included the installation of a buried culvert structure.
- Those which required instream work area isolation, water management and erosion control.
- Those which required shoring and dewatering of a work area.

1-02.2 Plans and Specifications

This section is deleted and replaced with the following:

(June 27, 2011 APWA GSP)

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:

(*****)

A **Mandatory** Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on March 7th, 2024 11:00 A.M. Attendees should meet at 11203 Eagle Creek Road, Leavenworth, WA. A minimum of one representative from each Prime Contractor that intends to submit a bid is required to attend. Please note that the project sites are located on private property, and therefore are only available for inspection when coordinated with the Contracting Agency in advance. To request a coordinated site

visit, please contact Bryan Maloney at bryan.maloney@co.chelan.wa.us or 509-670-1772 with Chelan County Natural Resources Department at least 5 days prior to the preferred date of visit.

1-02.4(2) Subsurface Information

Supplement this section with the following:

(*****)

A geotechnical assessment was completed for the project site by Aspect Consulting in 2022, with a final report generated in 2024. This report has been included as Appendix C to these special provisions.

1-02.4(1) General

(January 19th, 2022 APWA GSP Option B)

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

Any prospective Bidder 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.

1-02.5 Proposal Forms

(July 31, 2017 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; the bidder’s UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor’s Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. 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:

(*****)

Cumulative Additive Bidding

The Bid Proposal for this Contract includes two Additive Bid Items. As such, the Bidder must submit a Base Bid and a Bid for each Additive.

Bid Proposal

The Bid Proposal includes the following:

1. Schedule A: Base Bid

The Base Bid shall include constructing all items included in the Proposal except those items contained in the Additive Bid Items.

2. Schedule B: Additive Bid 1 - "Loreth"

Based on constructing *** all items included in the Eagle Creek Culvert Replacement Project within the Loreth Site as delineated on the Plans, excluding items contained in the Base Bid *** The Bid items for Schedule B Additive Bid 1 are as listed in the Bid Proposal.

3. Schedule C: Additive Bid 2- "Morton"

Based on constructing *** all items included in the Eagle Creek Culvert Replacement Project within the Morton Site as delineated on the Plans, excluding items contained in the Base Bid *** The Bid items for Schedule C Additive Bid 2 are as listed in the Bid Proposal.

Bidding Procedures

To be considered responsive the Bidder shall submit a price on each and every Bid item included in the Base Bid and all Additives.

The successful Bidder will be the Bidder submitting the lowest responsible Bid for the highest order Preference that is within the amount of available funds for the project. Available funds will be announced immediately prior to the opening of Bids. The following are listed in order from highest to lowest Preference:

1. Preference 1: Lowest total for Base Bid plus all Additive Bid items (Schedule A: Base Bid + Schedule B: Additive Bid 1 + Schedule C: Additive Bid 2)
2. Preference 2: Lowest total for Schedule A: Base Bid + Schedule B: Additive Bid 1
3. Preference 3: Lowest total for Schedule A: Base Bid.

The Contracting Agency may, at their discretion, award a Contract for the Base Bid only, without any Additive(s), in the event that all Bids exceed the available funds announced. In any case, the award will be subject to the requirements of Section 1-03.

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.

(December 10, 2020 APWA GSP, Option B)

Supplement the second paragraph with the following:

4. 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.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

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 copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

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.

(March 8, 2013 APWA GSP)

Supplement this section with the following:

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.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

1-02.9 Delivery of Proposal

(January 19, 2022 APWA GSP, Option A)

Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name 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.

To be considered responsive on a FHWA-funded project, the Bidder may be required to submit the following items, as required by Section 1-02.6:

- DBE Utilization Certification (WSDOT 272-056)
- DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification
- Good Faith Effort (GFE) Documentation
- DBE Bid Item Breakdown (WSDOT 272-054)
- DBE Trucking Credit Form (WSDOT 272-058)

These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to the Bid. These documents shall be received **no later than 48 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

If submitted after the Bid Proposal is due, the document(s) must 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.

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

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" (UDBE confirmations, or GFE documentation) that is received after the time specified above 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 workday on which the normal work processes of the Contracting Agency resume.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

After submitting a physical 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, 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 15th, 2024**. 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

(October 1, 2020 APWA GSP)

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 authorized Proposal form furnished by the Contracting Agency is not used or is altered;

- c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
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. Receipt of Addenda is not acknowledged;

- d. 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
- e. If Proposal form entries are not made in ink.
- f. 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.

1-02.15 Pre-Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)

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.

1-03.1(1) Identical Bid Totals

(January 4, 2016 APWA GSP)

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative

of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked “Winner” will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid are eligible to draw.

1-03.3 Execution of Contract

(January 19, 2022 APWA GSP)

Revise this section to read:

Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide the information necessary to execute the Contract to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the Contracting Agency.

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 ~~***10 (ten)***~~ 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 a Construction Stormwater General Permit with sections I, III, and VIII completed as required and/or when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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 ~~***10 (ten)***~~ 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).

1-03.7 Judicial Review

(November 30, 2018 APWA GSP)

Revise this section to read:

Any decision 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 10th, 2020 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. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency's Standard Plans or Details (if any),
8. 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.

1-04.4(1) Minor Changes

Delete the first paragraph and replace it with the following:

(*****)

Payments or credits for changes amounting to \$10,000.00 or less may be made under the Bid item "Minor Change" for each project site within the bid schedules. At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time.

1-04.6 Variation in Estimated Quantities

(May 25, 2006 APWA GSP)

Supplement this section with the following:

(*****)

The quantities listed in the Bid Proposal Form are entered only to provide a common proposal for

bidders. Variations to actual quantities required will be tracked in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. Such bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

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 subsection:

(*****)

1-05.4(1) Contractor Surveying and Tolerances

The Engineer will establish the horizontal and vertical control network for this project for use by the Contractor. This will include staking the proposed roadway and stream alignments, which the Contractor will then use for construction of the project.

The Contractor shall be responsible for setting, maintaining, and resetting all 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. Electronic copies of alignments, surfaces, and/or points will be made available upon request by the Contractor.

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. Establishing or verifying primary horizontal and vertical control and expanding into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of all control to the Contracting Agency. The description shall include coordinates and elevations of all control points.
2. Establish the centerline of the proposed streambed channel as well as breaklines or offsets as necessary to clearly depict and allow for construction of the streambed foundation and finished streambed.

3. Establish the locations and elevations for all subgrade foundation and footing corners by placing hubs, stakes, or marks at the corners and/or offsets to the corners.
4. For all other types of construction included in the Plans, provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested.

To Contractor shall ensure a surveying accuracy of 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	±0.10 ft	±0.50 ft
All other project elements	±0.10 ft	±0.25 ft

The Engineer and/or Contracting Agency may spot-check the Contractor's surveying. These spot-checks will not change the requirements for normal checking by the Contractor. Contract work to be performed using contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.

1-05.4(2) Measurement

No independent unit of measurement or payment shall apply to the lump sum bid item for “Surveying” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2.

1-05.4(3) Payment

The lump sum contract price for “Surveying” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2 shall be full pay for all labor, equipment, materials, and supervision utilized to perform the Work specified, including any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordinating efforts with the Contracting Agency.

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized 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, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

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 defective and unauthorized work corrected immediately, have the rejected 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 serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

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.

1-05.8 Vacant

Section 1-05.8 is replaced with the following:

(*****)

1-05.8 Required Submittals

The following is a list of required submittals to the Contracting Agency as detailed in the respective section of the Standard Specifications and these Special Provisions. These submittals will be required for each separate Bid Schedule:

- 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 Plans for Eagle Creek Road
- 2-09 Type 1 Working Drawings for Shoring (if applicable)
- 6-06.3(0)C Type 3E Working Drawings for Timber Guardrail System(s)
- 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 (TESC) Plan(s)
- 8-01.3(1)C6 Hydraulic Fluid Catalog Cut
- 8-05 Temporary Construction Access and Staging Plan(s)
- 8-27 Streambed Material Report (laboratory grain size analysis and photos with tape measure)
- 8-31.3 Temporary Water Management Plan(s)

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.

1-05.12 Final Acceptance

Section 1-05.12 is revised to the following:

(*****)

The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the Contracting Agency against any claim or loss resulting from the failure of the Contractor (or the subcontractors or lower tier subcontractors) to pay all laborers, mechanics, subcontractors, material persons, or any other person who provides labor, supplies, or provisions for carrying out the Work or for any payments required for unemployment compensation under Title 50 RCW or for industrial insurance and medical aid required under Title 51 RCW.

The following new subsection is added:

(*****)

1-05.12(1) One-Year Guarantee Period

(March 8, 2013 APWA GSP)

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency’s written notice of a defect, and shall complete such work within the time stated in the Contracting Agency’s notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency’s own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

Add the following new section:

(*****)

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.

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Contracting Agency and Project 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 in paper format, hand delivered or sent via mail delivery service to the Contracting Agency and Project 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.

1-06 CONTROL OF MATERIAL

1-06.1 Approval of Materials Prior to Use

1-06.1(4) Fabrication Inspection Expense

(June 27, 2011 AWPA GSP)

Delete this section in its entirety.

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.

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 *** 5 *** 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 of Eagle Creek is subject to project permits which restrict such work to occur between July 15 – October 31 of a given calendar year. However, all work including mobilization and demobilization shall be complete between the dates of September 9th and October 31st, 2024. in order to minimize impacts to the residents on the premises.

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

(January 2, 2018)

Section 1-07.6 is supplemented with the following:

The Contracting Agency has 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-2023-291	Submitted
Hydraulic Project Approval	WDFW	2023-2-49+01	Received
Public Works Memorandum	Chelan County Public Works	BRDG 23-003	Received

1-07.9 Wages**1-07.9(1) General**

(January 6, 2020)

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) Required Documents

(January 3, 2020 APWA GSP)

Delete this section and replace it with the following:

General

All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Contracting Agency and the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system.

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.

1-07.13 Contractors' Responsibility for Work

(August 6, 2001)

Section 1-07.13(4) is revised to read

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

1-07.15 Temporary Water Pollution Prevention

1-07.15(1) Spill Prevention, Control and Countermeasures Plan

Section 1-07.15(1) is supplemented with the following:

*(*****)*

The Contractor shall address the following items in the SPCC Plan in addition to the other requirements of Section 1-07.15(1):

Mixing, Transfers, & Storage

1. All oil, fuel or chemical storage tanks or containers shall be diked and located on impervious surfaces so as to prevent spill from escaping.
 2. All liquid products shall be stored and mixed on impervious surfaces in a secure water tight environment and provide containment to handle the maximum volume of liquid products on site at any given time.
 3. Proper security shall be maintained to prevent vandalism.
 4. Drip pans or other protective devices shall be required for all transfer operations.
1. **Spills:** Paint and solvent spills shall be treated as oil spills and shall be prevented from reaching storm drains or other discharges. No cleaning solvents or chemicals used for tool or equipment cleaning may be discharged to the ground or water.
 2. **Maintenance of Equipment:** Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc, shall be checked regularly for drips or leaks and shall be maintained and stored properly to prevent spills into State waters.
 3. **Disposal:** Spilled waste, chemicals or petroleum products shall be transported off site for disposal at a facility approved by the Department of Ecology. The materials shall not be discharged to any sanitary sewer without approval of the local sewer authority.

4. Reporting and Cleanup: The Contractor's designated person for managing and implementing the SPCC Plan shall report hazardous material spills as follows:

A. Spills into State Water (including ponds, ditches, seasonally dry streams, and wetlands) shall be reported immediately, call all of the following:

National Response Center (800) 424-8802
 WA State Div. of Emergency Management (800) 258-5990
 Ecology, Central Regional Office (509) 575-2490

B. Spill to Soil (Including encounters of pre-existing contamination) shall be reported immediately to the following if threatening to health or environment (i.e., explosive, flammable, toxic vapors, shallow groundwater, nearby creek), otherwise within 90 days: WA State Dept of Ecology, Central Regional Office (509) 575-2490

1-07.16 Protection and Restoration of Property

1-07.16(1) Private/Public Property

Supplement this Section with the following:

(*****)

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.

The Contractor shall not access the worksite from adjacent properties without permission from the Engineer. The Contractor shall submit a Type 2 Working Drawing to the Engineer in accordance with Section 1-05.3 prior to accessing the project site from adjacent properties. The Working Drawing shall include the methods, materials, equipment, and restoration measures used to access the worksite.

1-07.16(2) Vegetation Protection and Restoration

Section 1-07.16(2) is supplemented with the following:

(August 2, 2010)

Vegetation and soil protection zones for trees shall extend out from the trunk to a distance of 1 foot radius for each inch of trunk diameter at breast height.

Vegetation and soil protection zones for shrubs shall extend out from the stems at ground level to twice the radius of the shrub.

Vegetation and soil protection zones for herbaceous vegetation shall extend to encompass the diameter of the plant as measured from the outer edge of the plant.

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.

Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project. It is anticipated that utility adjustment, relocation, replacement or construction within the project limits will be completed as follows:

The Contractor shall attend a mandatory utility preconstruction meeting with the Engineer, all affected Subcontractors, and all utility owners and their Contractors prior to beginning onsite 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, 2016 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.

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;
- David Evans and Associates Inc (Project Engineer) and its officers, elected officials, employees, agents, and volunteers;
- The adjacent landowners impacted by this project including Fred Fletcher, Tim and Mary Downs, Peter and Kelly Chizmar, Todd Loreth, and Steve and Arlene Morton

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.

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:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	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
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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*(July 23, 2015 APWA GSP)*

Delete this section and replace it with the following:

The Contractor's construction activities shall be confined within the construction limits shown on the plans, unless arrangements for use of private property are made. 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 Contracting Agency or Engineer.

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 Contracting Agency or Engineer certifies in writing 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 may 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 need 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 Contracting Agency and 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 accomplished to the satisfaction of the property owner. Contractor shall be responsible for all costs to restore the private property to the satisfaction of the property owner. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Contracting Agency and Engineer before the Completion Date will be established.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

*(*****)***1-08.0 Preliminary Matters***(October 10, 2008 APWA GSP)*

1-08.0(1) Preconstruction Conference

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Contracting Agency, the Project Engineer, applicable permitting agencies 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 establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. 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.

Add the following new section:

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 6:00 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

(May 30, 2019 APWA GSP, Option B)

Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify..."

1-08.3(2)A Type A Progress Schedule

(March 13, 2012 APWA GSP)

Revise this section to read:

The Contractor shall submit a Type A Progress Schedule 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

(July 23, 2015 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 Contracting Agency or Engineer. 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 Contract 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 1-10.1(2). 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

(November 30, 2018 APWA GSP, Option A)

Section 1-08.5 is supplemented with the following:

All work including mobilization and demobilization shall be complete between the dates of September 9th and October 31st, 2024. 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.

(January 19, 2022 APWA GSP, Option B)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins.

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 any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By

not filing such detailed protest in that period, 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 Contracting Agency or 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 Contracting Agency prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. If applicable, 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.
 - g. Property owner releases per Section 1-07.24

1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP, Option B)

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Contracting Agency or Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

$$LD=0.15C/T$$

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

C = original Contract amount

T = original time for Physical Completion

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, the formula for liquidated damages shown 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 Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

1-09 MEASUREMENT AND PAYMENT

1-09.9 Payments

(January 19, 2022 APWA GSP)

Section 1-09.9 is revised to read:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

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 payments. 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.

Failure to perform any of the obligations under the Contract by the Contractor may be decreed by the Contracting Agency to be adequate reason for withholding any payments until compliance is achieved.

Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The Contractor's signature on such voucher shall be deemed a release of all claims of the Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-09.11 and is expressly excepted from the Contractor's certification on the Final Contract Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher Certification constitutes the final acceptance date (Section 1-05.12).

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or any other documentation required for completion and final acceptance of the Contract, the Contracting Agency reserves the right to establish a Completion Date (for the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a Completion Date and unilateral final acceptance will be provided by email with delivery confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar days for the Contractor to submit the necessary documents. The 30-calendar day period will begin on the date the email with delivery confirmation is received by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract Voucher Certification shall constitute the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the Contract will apply to Contracts

that are Physically Completed in accordance with Section 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(November 30, 2018 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any 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 any 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 any such claims or causes of action. It is further mutually agreed by the parties that when any 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 any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13 Claims Resolution

1-09.13(3) Claims \$250,000 or Less

(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Administration of Arbitration

(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

(January 19, 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 any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1(1) General

Section 1-10.1(1) is supplemented with the following:

(*****)

Traffic control will be required for construction vehicles entering and leaving each project site. The determination of when to use temporary traffic control and how to accomplish temporary traffic control shall be the responsibility of the Contractor's. The Contractor shall be responsible to 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 the abutting public roadways remain open to travel at all times. If traffic on any public roadway will be disrupted due to construction activities, the Contractor shall develop a 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>

1-10.2(2) Traffic Control Plans

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

(*****)

No traffic control plan is shown in the Plans. The determination of when to use temporary traffic control and how to accomplish temporary traffic control shall be the responsibility of the Contractor. The

Contractor shall be responsible to implement temporary traffic control as necessary to meet permit requirements and provide safe working conditions and driving conditions, as described in the Standard Specifications. If traffic on any public roadway will be disrupted due to construction activities, the Contractor shall develop a Traffic Control Plan, 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.

1-10.2(3) Conformance to Established Standards

(February 3, 2020)

Section 1-10.2(3) is revised to read:

Flagging, signs, and all other traffic control devices and procedures furnished or provided shall conform to the standards established in the latest WSDOT adopted edition (in accordance with WAC 468-95) of the MUTCD, published by the U.S. Department of Transportation, and the 2005 draft version of the Public Rights-of-Way Accessibility Guidelines (PROWAG): <https://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/background/revised-draft-guidelines>. Judgment of the quality of devices furnished will be based upon Quality Guidelines for Temporary Traffic Control Devices, published by the American Traffic Safety Services Association. Copies of the MUTCD and Quality Guidelines for Temporary Control Devices may be purchased from the American Traffic Safety Services Association, 15 Riverside Parkway, Suite 100, Fredericksburg, VA 22406-1022.

In addition to the standards of the MUTCD described above, the Contracting Agency enforces crashworthiness requirements for most work zone devices. The AASHTO Manual for Assessing Safety Hardware (MASH) has superseded the National Cooperative Highway Research Project (NCHRP) Report 350 as the established requirements for crash testing. Temporary traffic control devices manufactured after December 31, 2019 shall be compliant with the 2016 edition of the Manual for Assessing Safety Hardware (MASH 16) crash test requirements, as determined by the Contracting Agency, except as follows:

1. In situations where a MASH 16 compliant traffic control device does not exist and there are no available traffic control devices that were manufactured on or before December 31, 2019, then a traffic control device manufactured after December 31, 2019 that is compliant with either NCHRP 350 or the 2009 edition of the Manual for Assessing Safety Hardware (MASH 09) is allowed for use with approval of the Engineer.
2. Temporary traffic control devices that were manufactured on or before December 31, 2019, and were successfully tested to National Cooperative Highway Research Program (NCHRP) Report 350 or MASH 09 may continue to be used on WSDOT projects throughout their normal service life.

- 3. Small and lightweight channelizing and delineating devices, including cones, tubular markers, flexible delineator posts, and plastic drums, shall meet the requirements of either NCHRP 350, MASH 09, or MASH 16, as determined by the manufacturer of the device.
- 4. A determination of crashworthiness for acceptance of trailer-mounted devices such as arrow displays, temporary traffic signals, area lighting supports, and portable changeable message signs is currently not required.

The condition of signs and traffic control devices shall be acceptable or marginal as defined in the book Quality Guidelines for Temporary Traffic Control Devices, and will be accepted based on a visual inspection by the Engineer. The Engineer’s decision on the condition of a sign or traffic control device shall be final. A sign or traffic control device determined to be unacceptable shall be removed from the project and replaced within 12 hours of notification.

1-10.4 Measurement

Section 1-10.4(1) through 1-10.4(4) are deleted and replaced with the following:

(*****)

No independent bid item for Temporary Traffic Control is included in the Bid Schedules and therefore no separate measurement applies. Should it be determined that traffic control measures are necessary, all costs associated with developing and implementing and appropriate traffic control plan shall become incidental to other bid items in the project and the responsibility of the Contractor.

1-10.5 Payment

Sections 1-10.5(1) through 10.5(4) are deleted and replaced with the following:

(*****)

No individual payment shall be made for any costs associated with designing, implementing, maintaining and decommissioning Contractor identified or Engineer required Temporary Traffic Control Measures; these costs are incidental to the project and no separate payment will be made.

DIVISION 2 EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

Section 2-01.1 is revised as follows:

(*****)

The Contractor shall clear within the locations identified on the Contract Plans. Vegetation will 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 selected to remain outside of identified clearing areas and earthwork areas.

“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.

2-01.2 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.

2-01.2(1) Disposal Method No. 4 – Off-site Disposal

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.

2-01.3 Construction Requirements

2-01.3(1) Clearing

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

(*****)

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.

2-01.4 Measurement

This section is supplemented with the following:

(*****)

There is no unit of measurement for the lump sum bid item for “clearing” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2.

2-01.5 Payment

This section is supplemented with the following:

(*****)

Payment for the lump sum bid item “Clearing” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2 shall be full compensation for all labor, equipment and materials necessary to properly clear and dispose of vegetation within the work area as shown on the plans and described in this section.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.1 Description

This section is supplemented with the following:

(*****)

The final road subgrade shall be prepared pursuant to section 4-04. The final paved surface shall smoothly tie-in to match existing pavement widths, slopes and elevations as shown on the Plans and/or as directed by the Contracting Officer. The Contractor shall sawcut the existing pavement in the locations shown on the Plans and take care to protect existing pavement during construction. Damage to existing pavement beyond the sawcut line that occurs as a result of Contractor activities shall be repaired by the Contractor at no additional cost to the Contracting Agency. Sawcutting is incidental to this work and shall not be paid separately.

2-03.4 Measurement

This section is supplemented with the following:

(*****)

Measurement for “Roadway Excavation Incl. Haul” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2 will be made by cubic yard pursuant with the Standard Specifications. Sawcutting is incidental to this work.

2-03.5 Payment

This section is supplemented with the following:

(*****)

Payment for “Roadway Excavation Incl. Haul” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2 will be made by cubic yard pursuant with the Standard Specifications. Sawcutting is incidental to this work.

2-09 STRUCTURE EXCAVATION

2-09.1 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: sawcutting of existing pavement, removal of the existing roadway fill, removal of existing culverts; 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; 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 Contractor designed buried concrete structures, and structure foundations as shown on the plans.

2-09.2 Materials

This section is supplemented with the following:

(*****)

Ballast	9-03.9(1)
Gravel Backfill for Walls	9-03.12(2)
Common Borrow	9-03.14(3)

2-09.3 Construction Requirements

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 Contractor's 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. 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 Force Account "Minor Change" for each bid schedule. 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. 2-09.3(1)D Disposal of Excavated Materials

2-09.4 Measurement

This section is supplemented with the following:

(*****)

"Structure Excavation Class A Incl. Haul" shall be measured pursuant with the Standard Specifications in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2.

"Shoring or Extra Excavation Class A." shall be measured pursuant with the Standard Specifications in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2.

"Ballast" shall be measured per cubic-yard of imported material installed per the plans in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2.

"Gravel Backfill for Walls" shall be measured per cubic-yard of imported material installed per the plans in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2.

2-09.5 Payment

This section is supplemented with the following:

(*****)

Payment for "Structure Excavation Class A Incl. Haul" in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2 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 "Shoring or Extra Excavation Class A" in Bid Schedule A: Base Bid, Schedule B: Additive

Bid 1 and Schedule C: Additive Bid 2 will be made pursuant with the Standard Specifications. Backfilling with the excavated material is incidental to this work.

Payment for “Ballast” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2 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 “Gravel Backfill for Walls” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2 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 “Common Borrow” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2 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 or B” 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 5
SURFACE TREATMENTS AND PAVEMENTS**

5-04 HOT MIX ASPHALT

5-04.1 Description

This section is supplemented with the following:

(*****)

The Contractor shall prepare the new driveway surfaces pursuant with section 4-04 and pave within the limits shown on the Plans with the specified Hot Mix Asphalt (HMA) to meet the lines and grades shown on the Plans. When specific elevation data are not provided, the Contractor shall place HMA to match and transition smoothly to the cut edges and existing grade adjacent to the limits of paving; this includes placing and compacting HMA on utility trenches as shown in the Plans.

5-04.2 Materials

Section 5-04.2 is supplemented with the following:

(*****)

Materials pursuant with section 4-04 for road subgrade preparation.

5-04.3 Construction Requirements

This section is supplemented with the following:

(*****)

The final road subgrade shall be prepared pursuant to section 4-04. The final paved surface shall smoothly tie-in to match existing pavement widths, slopes and elevations as shown on the Plans and/or as directed by the Contracting Officer. The Contractor shall sawcut the existing pavement in the locations shown on the Plans and take care to protect existing pavement during construction. Damage to existing pavement beyond the sawcut line that occurs as a result of Contractor activities shall be repaired by the Contractor at no additional cost to the Contracting Agency.

5-04.4 Measurement

Include as written for Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2.

5-04.5 Payment

Include as written for Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2.

**DIVISION 6
STRUCTURES**

6-06 BRIDGE RAILINGS

6-06.1 Description

This section is supplemented with the following:

(*****)

This work consists of designing, furnishing, and assembling a timber guardrail system that meets the requirements of the Plans, these Specifications, and the Engineer.

6-06.2 Materials

This section is supplemented with the following:

(*****)

All timber materials used in the construction of Timber Guardrails shall meet the requirements of the following sections:

Structural Steel and Related Materials	9-06
Timber and Lumber	9-09

All fasteners, connections and related materials required to construction the Timber Guardrail shall comply with the materials and dimensions shown on the Contractor’s working drawings, or in the case of a prefabricated system, the manufacturer’s requirements.

6-06.3 Construction Requirements

Add the following new section:

(*****)

6-06.3(0) Design

6-06.3(0)A Design Delivery Method

Timber Guardrail shall be considered a Contractor Supplied Design when the Contract documents do not include a complete set of design details for the Timber Guardrail system (consisting of, at a minimum, defining material requirements, shapes, dimensions, joint and connection details, etc.).

6-06.3(0)B General Design Criteria

The Timber Guardrail system shall:

1. Utilize treated glulam or pressure treated lumber for posts, and rails. Steel-backed Timber Guardrail systems are acceptable.
2. Utilize a single continuous beam.
3. Include a continuous curb with a minimum height of 6-inches above the finished deck of the buried structure. The curb shall be treated glulam, pressure treated lumber, or precast concrete.
4. Be either a crash-tested Timber Guardrail system with a minimum rating of Test Level 1 (TL-1), or a crash-tested Timber Guardrail system with a minimum rating of Test Level 2 (TL-2) and a minimum top of rail height which extends a minimum of 31-inches above the finished deck of the buried structure.
5. Designed to integrate with the buried structure without interfering with reinforcement in the buried structure.

If the Timber Guardrail system is crash-tested to TL-1, the working drawings for the Timber Guardrail system shall also include a Contractor designed timber fall protection system which integrates with the Timber Guardrail system and has a minimum top rail height of 42-inches above the deck of the buried structure. The timber fall protection system shall be designed in accordance with International Building Code Section 1013 (Guards) and Section 1607.8 (Loads on Handrails, Guards, Grab Bars, Seats and Vehicle Barriers).

6-06.3(0)C Submittals

The Contractor shall submit Type 3 Working Drawings for the Timber Guardrail system. The Working Drawings shall include documentation of crash testing results and acceptance of the Timber Guardrail rating. If the proposed system is rated TL-1, the Contractor shall submit Type 3E Working Drawings and supporting calculations for the required timber fall protection system in addition to the Type 3 Working Drawings for the Timber Guardrail system.

Type 3 Working Drawings for the Timber Guardrail system shall:

1. Include a plan view and elevation views of the system.
2. Include materials, equipment, and installation methods.
3. Clearly detail all structural connections and joints.
4. Indicate minimum embedment depths and locations for all connections which integrate with the buried structure.

6-06.3(1) Timber Railings

Delete the last paragraph and replace with the following:

(*****)

Timber Guardrail shall be constructed in accordance with the working drawings submitted by the Contractor and approved by the Engineer. All components and connections of the Timber Guardrail system shall be fastened securely together, with bolts tightened once at installation and again just before the Contracting Agency's final acceptance of the Contract.

6-06.4 Measurement

This section is supplemented with the following:

(*****)

Timber guardrail will be measured by the linear foot installed for Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2.

6-06.5 Payment

This section is supplemented with the following:

(*****)

Payment for “Timber guardrail” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2 will be made per linear foot. When TL-1 Timber Guardrail is proposed with an associated timber fall protection system, all costs associated with designing, furnishing, and installing the timber fall protection shall be made incidental to the Timber guardrail.

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 four Contractor designed buried structures as outlined in the final project drawings and this section. The Contractor shall provide all submittals for the proposed structure 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.

6-20.3 Construction Requirements

6-20.3(1) Design

6-20.3(1)A Design Delivery Method

6-20.3(1)A1 Contractor Supplied Design

This section is revised to read:

(*****)

The Contractor shall prepare the design in accordance with Sections 6-20.3(1)C through 6-20.3(1)I. All submittal requirements of Section 6-20.3(2) shall apply.

The Buried Structure, 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 buried structures for this project shall be precast concrete three-sided box culvert, as specified on the Plans. The buried structure shall accommodate the geometry shown in the Plans including but not limited to the items included in the table below. The Engineer will be available to assist in generating construction stakeout points specific to the Contractor Supplied Design in addition to those shown on the Plans if necessary.

Parameter	Downs (Lower)	Downs (Upper)	Loreth	Morton
Clear Span (ft)	21.0	27.5	21.0	21.0
Length (ft)	18.0	18.0	15.0	15.0
Min. Clear Width for Driveway (ft)	16.0	16.0	13.0	13.0
Skew (degrees)	2.1	16.0	0.0	0.0
Min. Low-Chord Elevation (ft)	1262.70	1270.25	1273.03	1277.61
Max. Foundation Elevation (ft)	1251.70	1259.25	1262.03	1266.61
Min. Inside Height (ft)	11.0	11.0	11.0	11.0

The buried structure shall be designed to be compatible with the Contractor-designed Timber Guardrail system. All reinforcement required for the buried structure shall not interfere with any structural connections required for installation of the Timber Guardrail system proposed by the Contractor. If through-bolts are required for installation of the Timber Guardrail system proposed by the Contractor all such openings shall be incorporated into the forms for the buried structure prior to pre-casting.

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 year of construction will be permanently cast into the downstream headwall face in legible numbers. The dimensions of the digits shall be four-and-a-half-inches high by three-and-a-quarter inches wide, and indented approximately one-half-of-an inch deep in the headwall face.

The buried structure shall also be designed to be compatible with a permanent utility conduit or utility hanger capable of accommodating a conduit equal in diameter to a 1.5-inch nominal diameter, schedule 40 PVC pipe. The utility conduit or hanger may be integral to the structure or installed following construction of the buried structure. All reinforcement required for the buried structure shall not interfere with any structural connections required for the installation of an external utility hanger. If an external utility hanger is proposed, the hanger shall be mounted on the downstream face of the buried structure and no portion of the hanger or conduit when installed shall be situated below the low chord of the buried structure.

Over-excavation and preparation of the subgrade, in addition to backfilling outside the proposed structure, shall conform to Section 2-09.

6-20.3(1)D Geotechnical Considerations

This section is revised to read:

(*****)

The Contractor shall use the Geotechnical Report prepared for the buried structure, available as Appendix C to these Special Provisions. Design recommendations and parameters provided in the report shall be utilized and incorporated into the design of the buried structure. Over-excavation and preparation of the subgrade, in addition to backfilling outside the proposed structure, shall conform to Section 2-09.

6-20.3(1)E Hydraulic Considerations

This section is revised to read:

(*****)

The Contractor shall not be responsible for any additional hydraulic investigation or modification of the design based on hydraulic analyses.

6-20.3(1)H Concrete Structures

Delete the last sentence of the third paragraph.

6-20.3(2) Submittals

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

Supplement this section with the following:

(*****)

The Working Drawings shall include details clearly illustrating how the proposed Timber Guardrail system will integrate with the buried structure.

The submittals shall include a load rating, per WSDOT Bridge Design Manual chapter 13, for each structure.

The Working Drawings shall include details clearly illustrating the integral utility conduit or external utility conduit and any associated connection details.

6-20.3(5) Excavation

Supplement this section with the following:

(*****)

Excavation shall conform to Section 2-09. Existing structures and obstructions shall be removed in accordance with Section 2-02.3. If water is present within the excavation, the Contractor shall dewater the excavated area in accordance with the Section 6-20.3(2)C Working Drawing submittal before placing the bedding material.

The Contractor shall allow for inspection of the exposed subgrade by a geotechnical engineer representing the Contracting Agency. The geotechnical engineer will determine the suitability of recommended subgrade preparation found in the Geotechnical Report based on field conditions. The Contractor shall implement any modifications to subgrade preparation specified by the geotechnical engineer.

Over-excavation and preparation of the subgrade shall conform to Section 2-09. Material at the bottom of the excavation that is unstable or unsuitable shall be removed in accordance with Section 2-09.3(1)C. Quarry spalls may be used in the overexcavation 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 Engineer. No other permanent part of the Buried 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 revised to read:

(*****)

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

6-20.3(6) Bedding and Foundations

6-20.3(6)A Bedding and Leveling

Supplement this section with the following:

(*****)

Precast reinforced concrete foundation elements require a 6.0-inch minimum thickness layer of Buried Structure bedding material. In addition to the bedding material, precast reinforced split box Structures require a 2-inch maximum leveling course on top of the bedding. The leveling course shall meet the requirements of Section 9-03.1(2)B for Grading Class 1 or Class 2 sand. Alternative leveling material may be submitted for acceptance by the Engineer, but in no cases shall the particle size be greater than 3/8-inch. The plan limits of the Buried Structure bedding and leveling material, when

applicable, shall extend 1.0 foot beyond the plan limits of the foundation or the Structure as applicable. The Buried Structure bedding and leveling material shall be compacted in accordance with the Section 2-09.3(1)E requirements for backfill supporting Structures. 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 C). The Contractor shall be responsible for furnishing and installing all materials for subgrade improvements in accordance with the recommendations outlined in the geotechnical report. Over-excavation and preparation of the subgrade shall conform to Section 2-09 of these Contract Provisions.

6-20.3(6)B Foundations

This section is revised to read:

(*****)

Precast concrete foundations shall be constructed in accordance with Section 6-02.3(9).

6-20.3(7) Fabrication

6-20.3(7)A Precast Concrete Structures

The third paragraph of this section is revised to read:

(*****)

The Contractor is encouraged to shop assemble the precast concrete three sided structures. This shop assembly is intended to ensure fit and compatibility of precast structure components. The Contracting Agency reserves the right to reject precast components that do not meet the requirements of the specifications and these special provisions and the Contractor shall replace any rejected components at no additional cost to the Contracting Agency.

6-20.3(9) Backfilling

This section is supplemented with the following:

(*****)

Backfilling outside of Buried Structures shall conform to Section 2-09 of these Contract Provisions. On site 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 Buried Structures 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 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 Force Account “Minor Change” for each bid schedule. 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 Measurement

This section is supplemented with the following:

(*****)

No independent unit of measurement shall apply to the lump sum bid items for “Contractor Designed Buried Structure No. ____” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2.

6-20.5 Payment

This section is supplemented with the following:

(*****)

The lump sum Contract price for “Contractor Designed Buried Structure No. ____” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2 shall be full payment for all Work specified in Section 6-20.3 including but not limited to designing, furnishing, and installing a buried 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.

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.

8-01.4 Measurement

Include as written.

8-01.5 Payment

Include as written.

8-02 ROADSIDE RESTORATION

8-02.1 Description

This section is supplemented with the following:

(*****)

The work consists of the amendment, seeding and mulching of all disturbed ground surfaces not to be paved and outside the ordinary high-water mark as well as final cleanup of the site and removal of all miscellaneous debris from the site as directed by the Contracting Officer. The site restoration shall not entail any fertilizer; only the 2” compost amendment as specified in the Plans. Following seeding, the Contractor shall install Biodegradable Erosion Control Blanket and apply mulch per the Plans. Live-staking and other plantings will be conducted by the Owner at Owner’s expense. The equipment, labor, and materials including seed, seeding, topsoil, and any other miscellaneous Work required to restore Temporary Construction Access and Staging areas shall be included in the lump sum payment described in Section 8.05-5 of these Contract Provisions.

8-02.2 Materials

Seed	9-14.3
Fine Compost	9-14.5
Mulch and Amendments	9-14.6
Biodegradable Erosion Control Blanket	9-14.6

8-02.3 Construction Requirements

8-02.3(9) Seeding, Fertilizing and Mulching

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

This section is supplemented with the following:

(*****)

Seeding shall be conducted only after finish grading of surfaces have been completed and ground within areas designated to be seeded is no longer being disturbed. Seeding shall be completed as soon as possible following completion of ground disturbing activities. When environmental conditions are not conducive to satisfactory results, the Contracting Officer may suspend the seeding Work until such time that the desired results are likely to be obtained.

8-02.3(9)B Seeding and Fertilizing

This section is supplemented with the following:

(*****)

The seeding surface shall be raked or chained to ensure a friable surface free of soil clumps larger than 2” in diameter. Any seeding areas that have become compacted prior to seeding must be scarified to a depth of (2) inches by acceptable means prior to seeding. The site restoration shall not entail any fertilizer; only the 2” compost amendment as specified in the Plans.

Seed mix shall be procured by the Contractor consistent with the table shown on the Plans and applied at the manufacturer’s suggested rate. No fertilizer shall be included in the seed mixes. The Contractor shall submit the seed mix to the Contracting Agency prior to procurement for approval.

All bags of seed shall be brought to the site sealed and shall have seed labels attached showing the seed meets the species and quantities shown on the Plans. Seed which has become wet, moldy, or otherwise damaged in transit or storage will not be accepted. All seed listed in the seed mix on the plans shall have been collected from plants native to and growing in Idaho, Oregon or Washington. Seeds shall not contain weed seeds listed as secondary noxious by Washington State Seed Law single or collective in excess of the labeling tolerance specified by the Washington State Seed Law. Once onsite, seed shall be placed by the Contractor at the manufacturer's recommended rate per acre.

8-02.4 Measurement

Supplement this section with the following:

(*****)

“Seeding and Mulching” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2 will be measured per acre.

8-02.5 Payment

Supplement this section with the following:

(*****)

Payment for “Seeding and Mulching” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2 will be made per acre. The Contract price for “Seeding and Mulching” shall be full payment for all materials, equipment, and labor required for obtaining, transporting, and placing materials to fully seed and mulch areas as described in the Plans, these special provisions and the standard specifications.

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 establish temporary construction access routes for the adjacent landowners to use during construction. The Contractor will also establish temporary construction access routes and staging areas for the Contractor to utilize during construction. This shall include any necessary grading, decompaction, maintenance, topsoil amendment, seeding, and other work as necessary to establish, maintain, utilize, and restore these areas shown on the plans or as otherwise approved by the contracting officer. The equipment, labor, and materials including seed, seeding, topsoil, and any other miscellaneous Work required to restore Temporary Construction Access and Staging areas shall be included in the lump sum payment described in Section 8.05-5 of these Contract Provisions.

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)
Seed	9-14.3
Top Soil Type B	8-02.3(4)B

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; excavation; nor any placement of fill or surfacing material 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.

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 high visibility fencing 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).

The Contractor shall return any temporary staging areas to pre-project conditions when the areas are no longer required. All disturbance that occurs as a result of staging areas shall be repaired as shown on the Plans and/or in a manner approved by the Contracting Officer. The costs associated with the Work, Equipment and Materials associated with maintaining and restoring additional staging areas shall come at no additional cost to the Contracting Agency.

8-05.3(3) Protection of Existing Asphalt Pavement

The Contractor shall utilize steel plates, composite matting, rubber-tracked equipment or other similar protective measures to protect existing asphalt pavement from damage during completion of the Work as described in Section 1-07.17(1).

8-05.3(4) Weekend Storage of Construction Equipment and Vehicles

The Contractor shall move all construction equipment and vehicles from the temporary staging area shown on the Plans to an approved weekend storage location every Friday prior to 6:00 P.M. Construction equipment and vehicles shall remain at the weekend storage location until normal working hours resume the following Monday.

The Contractor shall determine the method for transporting equipment and vehicles to and from the approved weekend storage location. Transport of equipment and vehicles shall be completed in a manner that protects all existing features including but not limited to existing asphalt pavement, vegetation, grass, and structures from any damage. The Contractor shall restore any damage to existing features at no additional cost to the Contracting Agency.

Following construction of the new culvert(s), any installed temporary traffic bypass and all materials associated will be removed from the site and all disturbed areas shall be restored to pre-project condition in terms of grading and surface material.

The Contractor may choose to utilize an alternate location for weekend storage provided the location is approved by the landowners and the Contracting Officer.

8-05.3(5) Sequence of Work

Attention to the sequence of work is required to maintain access to all adjacent residences during construction. The Downs (Lower) and Downs (Upper) sites will require a shared temporary access route, and the Loreth and Morton sites will require a shared temporary access route, as shown on the Plans. Consequently, the Downs (Lower) and Downs (Upper) sites cannot be under construction during the same period of time, or the landowners will not be able to access their residences. The same situation applies for the Loreth and Morton sites. The sequence of work shall be planned in order to provide uninterrupted access to all adjacent properties throughout the duration of construction.

8-05.3(6) Restoration

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 or as directed by the Contracting Officer. The temporary access route for the Downs (Lower) and Downs (Upper) sites will only need partial restoration for the westernmost portion of the access road, between the building and the fence line. The portion of the Downs (Upper/Lower) access road lying along the existing, relic access road shall be improved and left in place after construction, in coordination with the Contracting Officer. The equipment, labor, and materials including seed, seeding, topsoil, and any other miscellaneous Work required to restore Temporary Construction Access and Staging areas shall be included in the lump sum payment described in Section 8.05-5 of these Contract Provisions.

8-05.3(7) 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 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. Demonstration that the proposed sequence of installation and restoration will provide uninterrupted access to adjacent landowners throughout the duration of construction.
9. Material quantities.
10. Maintenance plan.
11. Restoration plan, including proposed seed mix(es) pursuant to Section 8-02 of these Contract Provisions.

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” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2.

8.05-5 Payment

The lump sum bid items “Temporary Access and Staging” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2 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; transport construction equipment to and from the weekend storage area; and protect existing asphalt pavement throughout the course of the Work as described in this section.

The lump sum bid items “Temporary Access and Staging” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2 shall include all the equipment, labor, and materials including seed, seeding, topsoil, and any other miscellaneous Work required to restore the Temporary Construction Access and Staging areas.

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)), 8” streambed cobbles (Section 9-03.11(2)), and 12-18” Streambed Boulders (Section 9-03.11(3)); mixed in approximately volumetric proportions for each site per the table below.

WSDOT Streambed Aggregates	Downs (Lower)	Downs (Upper)	Loeth	Morton
	Percentage of Total Mix	Percentage of Total Mix	Percentage of Total Mix	Percentage of Total Mix
Streambed Sediment	40%	40%	40%	30%
8” Streambed Cobbles	60%	60%	60%	50%
12-18” Streambed Boulders	0%	0%	0%	20%

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	Downs (Lower)	Downs (Upper)	Loeth	Morton
	Diameter (inch)	Diameter (inch)	Diameter (inch)	Diameter (inch)
100%	8.0	8.0	8.0	18.0
84%	5.4	5.4	5.4	13.2
50%	1.9	1.9	1.9	2.7
16%	0.3	0.3	0.3	0.5
10% min.	#40 sieve	#40 sieve	#40 sieve	#40 sieve
5% min.	#200 sieve	#200 sieve	#200 sieve	#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 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.

It may be necessary to apply additional fine material to a given lift to achieve satisfactory sealing of the lift. When this is required, the Contractor shall import, place, and wash in additional Streambed Sand to seal the lift. Application of imported material to seal the finished channel bed shall not change the finished channel elevation shown on the Plans.

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.

The bid item “Channel Excavation Including Haul” described in Section 2-03 of the Standard Specifications includes over-excavation for streambed foundation preparation, so no additional payment will be provided for the excavation and haul required to prepare the subgrade for the placement of the proposed streambed material.

8-30.4 Measurement

“Streambed Sediment” 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 in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2.

“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 in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2.

“Streambed Boulders” will be measured per each boulder procured, delivered, mixed and installed per the plans and shall include all labor, materials and equipment necessary to do so in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2.

“Streambed Sand” 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 in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2.

8-30.5 Payment

Payment for the bid items “Streambed Sediment” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2 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” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2 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” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 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.

Payment for the bid items “Streambed Sand” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2 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.

8-31 TEMPORARY STREAM DIVERSION

Section 8-31 is deleted and replaced with the following:

(*****)

8-31 TEMPORARY WATER MANAGEMENT

8-31.1 Description

This work consists of designing, furnishing, installing, operating, maintaining, removing, and disposing of measures for isolating construction activities from the surface waters of Eagle Creek 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 in Eagle Creek 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.

8-31.1(1) Definitions

Temporary stream diversion - Temporary stream diversion is defined as temporarily rerouting the entire flow of a stream or side channel to isolate a channel reach from active flow. The temporary stream diversion may be either a gravity or a pumped system. At all times of operation, the Contractor's temporary stream diversion(s) shall not restrict flows to less than the minimum flow rate(s) specified in the contract documents.

8-31.2 Materials

The Contractor shall detail all materials in the Temporary Water Management (TWM) Plan. Materials used shall comply with the requirements listed in this Section and Division 9 of these Special Provisions and the Standard Specifications.

8-31.2(1) Plastic Sheeting

Plastic sheeting used in construction of cofferdams or other work-area isolation measures shall have 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. When "bulk bags" or "sand bags" are used to construct cofferdams they shall meet the following requirements

8-31.2(2) Bulk Bags and Sand Bags

The cofferdam(s) used to stop water from flowing through the project area may use “bulk bags” and/or “sand bags”. 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. 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 HPA 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 Piles

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 TWM Requirements

The Work shall include compliance with Washington State Water Quality Standards in WAC 173-201A, project permits, environmental commitments, and these Provisions.

The temporary stream diversion may be either a gravity or a pumped system. Pump screens must comply with the requirements in Section 8-31.3(4). Once a pumped diversion begins, the pump must run continuously until it is no longer necessary to bypass flows. At all times of operation, the Contractor’s temporary stream diversion(s) shall not restrict flows to less than the minimum flow rate(s) specified in the contract documents. The Contractor shall have back-up pumps on site and shall provide twenty-four-hour monitoring of the pumping operation. Monitoring can be achieved by providing monitoring personnel on site or by agreement with regulatory agencies through remote sensing and instrumentation to verify operation of the bypass. If the Contractor elects to monitor by remote sensing and instrumentation, a Type 2 Working Drawing shall be submitted outlining how system operation will be monitored, how alerts will be made and how personnel will respond to a diversion system failure.

Temporary stream diversions, including all water that is retained by the stream diversion 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.

8-31.3(1)B Minimum Stream Flows

At all times of operation, the Contractor's temporary stream diversion shall be designed to convey the following minimum flow rate:

35 cubic feet per second

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.

Temporary Work Area Isolations may be dewatered or the Contractor may elect to work in the wet, as shown on the Plans and approved by the Engineer, if they can demonstrate that doing so will not negatively affect the quality of the Work. 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.

8-31.3(1)D Cofferdams and Diversion Dams

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

8-31.3(1)E TWM Plan Implementation Meeting

The Contractor shall arrange a meeting with the Engineer prior to implementation of the TWM 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 TWM Plan Implementation Meeting.

The TWM 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 Water Management Plan

8-31.3(2)A General Plan Requirements

The Contractor shall submit a Temporary Water Management (TWM) Plan for review by the Contracting Agency. The TWM Plan shall comply with the requirements of a Type 2 Working Drawing and the Specifications and Contract Provisions. A separate TWM Plan shall be prepared and submitted for each temporary stream diversion. The Plan shall be submitted by the Contractor for approval a minimum of ten (10) working days prior to the preconstruction conference and must be approved prior to any in-water work.

The Contractor shall fully implement the TWM Plan throughout the duration of the associated Work. The Contractor shall update the TWM Plan throughout project construction to reflect actual site conditions and the Contractor's Work. Changes to plan shall comply with WAC 196-23-020. At the request of the Engineer an updated TWM Plan shall be submitted as a Type 2 Working Drawing. A copy of the TWM Plan shall be on the project site at all times. The Contractor shall incorporate the Sequencing of the TWM Plan into their overall Project Schedule.

The TWM Plan shall describe measures that will be taken to comply with Washington State Water Quality Standards in WAC 173-201A, applicable permits, environmental commitments and the Specifications and Contract Provisions.

The TWM Plan shall consist of a narrative and drawings detailing all temporary water management 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 TWM Plan.

The Contracting Officer may request an updated TWM 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 water management 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

At a minimum, the TWM Plan shall provide the following information in the following order:

1. Descriptions of type, materials and Locations of each temporary stream diversion
 - a. Identify the name of the water body where the temporary stream diversion will be placed. Provide a description of the methods and materials being proposed.
 - b. Provide drawings showing the location of the temporary stream diversion, including proposed access routes and equipment to be used to construct the diversion.
 - c. Illustrate the locations of all dewatering sumps, discharge lines, and outfall areas.
2. Schedule and Sequence
 - a. Provide a detailed schedule and sequence showing all activities that illustrate how the Work will be completed within the in-water work window. This shall indicate the sequence of Work, dates, and durations for when the following will occur, in accordance with the allowed in-water work window in the Special Provisions:
 - i. TWM Plan Implementation Meeting.
 - ii. Fish Block Net Installation and Fish exclusion (performed by the Contracting Agency).
 - iii. Installation of the TWM Plan Components.
 - iv. Dewatering of the isolated work area.
 - v. Restoration and stabilization of the isolated work area to prevent erosion.
 - vi. Relocations of the temporary stream diversion to accommodate the work sequence (if needed).
 - vii. Channel rewatering.
 - viii. Removal of the TWM Plan components
 - ix. Fish block net removal (performed by Contracting Agency).
 - b. Include other Work that needs to be coordinated with the TWM (e.g., temporary erosion control).
3. Calculations and Materials
 - a. Identify outfall protection and dissipation methods for all dewatering efforts both upland and instream. All outfalls must be protected to prevent erosion.

- b. Calculations shall demonstrate the diversion system conveys the minimum peak flow specified by the Contracting Agency and include tidal influence where applicable.
 - c. Temporary stream diversions shall include a water conveyance system to be used for dewatering and rewatering that is capable of conveying the flow required for the temporary stream diversion.
 - d. Methods for anchoring cofferdams, temporary stream diversion pipe and associated hardware; include calculations to demonstrate the device's ability to anchor the pipe and associated hardware.
 - e. Specifications for all materials and equipment to be used as part of the diversion including pump or diversion capacities and hose sizes. For example, provide the type, profile, and size of pipe.
 - f. Provide the size of fish screens (mesh size and surface area) to be used.
 - g. Detail where bags will be used for temporary stream diversion. Bags shall comply with the requirements of the HPA.
 - h. Detailed specifications and calculations for all additional materials and methods required for construction dewatering. Locations proposed by the Contractor for upland infiltration must be identified and approved.
4. Work Area Isolation and Dewatering
- a. Describe how flows will be conveyed around the project area without impacting the work area and list all materials that will be used.
 - b. Provide the method(s), including locations and details (narrative and drawings) for isolating the work area or blocking both the upstream and downstream ends of the stream diversion. Describe how minor leakage from upstream and downstream will be addressed.
 - c. Describe the means by which the height of the isolation can be increased an additional foot within 4 hours in the event that flow increases require an increase in isolation height. Provide contact information for the Construction Personnel responsible for adaptively managing increases in flows.
 - d. Include provisions for scour protection at the temporary stream diversion outfalls.
 - e. Identify the means and methods for dewatering including the handling, treatment and/or disposal of sediment laden water.
5. Contingency Plan (when required)
- a. The Contractor shall include the details of the system in the TWM Plan sections that are applicable.
 - b. Describe the work that will be implemented and the materials to be used in the event of a storm producing streamflow in excess of the design flow requirement, equipment failure, vandalism, or other incident.
 - c. Provide the type and size of materials that will be used in the event of the work area becoming inundated, including fish exclusion coordination with Contracting Agency if the block nets are compromised.

- d. Describe how the contingency equipment and materials will be stored, inspected and maintained so they are ready for use if required.
 - e. Describe how the contingency system will be deployed and operational within 2 hours, if required.
6. Inspection and Maintenance
- a. Provide the schedule and frequency for inspection of the temporary water management facilities including the emergency contact information for the individuals inspecting and/or repairing. For temporary stream diversions, include weekends and holidays.
 - b. Describe how maintenance and Contracting Agency notification will be conducted when inspections identify deficiencies in the TWM facilities. These include, but are not limited to, removal and disposal of trapped sediment and debris; repairing leaks; increasing height and/or width of isolation materials if flows approach 75% of the minimum capacity and any other procedures employed by the Contractor to adapt to changing flow conditions.
 - c. The Contractor shall keep a record of all inspections and maintenance of the temporary water management facilities and shall provide the records to the Contracting Officer when requested.
 - d. The Contractor shall notify the Engineer within 12 hours of an emergency repair.
7. Rewatering the Stream Channel
- a. Detail how any isolated sections of stream channel will be rewatered to comply with water quality requirements.
 - b. Identify measures that will prevent the stranding of fish during rewatering (i.e., describe methods, rates, and durations of the rewatering process knowing that flows downstream of the fish block must be maintained to protect fish).
8. Removal of the TWM Facilities
- a. Describe the sequence that will be used for removing the TWM facilities and methods to prevent exceeding allowable water quality standards.
 - b. Describe how disturbed soil will be permanently stabilized.
9. Other Work required for the Contractor's TWM.

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

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 14 calendar days before fish block net installation and fish and aquatic species exclusion is scheduled or prior to closing the coffer dam of a temporary work area isolation.

The Contractor shall allow the Contracting Agency 7 calendar days after the beginning of the in-water work window for the following:

1. To install fish block nets upstream and downstream of the in-water work area, where required; and
2. Safely capture and relocate all fish and other aquatic organisms that become trapped between the block nets or that may become trapped inside the proposed isolation area.

8-31.3(3)A Contracting Agency Provided Materials

The Contracting Agency will provide and install all fish exclusion materials. All materials used for the temporary water management 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

The Contractor shall design, install, operate, maintain, and remove a construction dewatering system. The Contractor shall use the Geotechnical Report (Appendix C to these Special Provisions) to inform their selection of appropriate dewatering measures. The construction dewatering system shall be used to remove water from work areas including precipitation, surface water trapped within or entering the work area, and seepage when the excavations extend below groundwater. The system shall be capable of handling anticipated seasonal groundwater variations and storm events. The system shall provide for a reasonably dry work area free of standing water that impedes construction or degrades the working surface of the excavation.

Initial dewatering of the isolated work area shall occur at a rate slow enough to allow the Contracting Agency to safely capture and relocate all fish species and other aquatic organisms to avoid stranding, as determined by the Contracting Officer.

All pumps used for dewatering below ordinary high water shall have an intake covered with a fish screen, operated, and maintained in accordance with RCW 77.57.010 and RCW 77.57.070. Appropriate fish screens are as follows:

1. Perforated plate: 0.094 inch (maximum opening diameter);
2. Profile bar: 0.069 inch (maximum width opening); or
3. Woven wire: 0.094 inch (maximum opening measured on the diagonal).

The minimum open area for all types of fish screens is 27 percent. The screened intake facility must have enough surface area to ensure that the velocity through the screen complies with the velocity provided within the Hydraulic Project Approval (HPA). If no velocity is provided within the HPA, the maximum approach velocity shall not exceed 0.33 feet per second. The fish screen must remain in place whenever water is withdrawn until the Contracting Agency Biologists confirm all fish have been removed. At that point, the Contractor may remove the fish screen to finish dewatering the work area.

Dewatering pumps for temporary work area isolations are expected to be operational and isolated work areas kept dry enough to allow completion and inspection of the work during working hours. Pumps shall be shut down and water allowed to pool in isolated work areas outside of working hours, provided that doing so does not damage the work, site isolation systems do not overtop, and turbid waters do not enter wetlands or waterbodies.

8-31.3(4)A Disposal of Dewatering Water

Disposal of dewatering water shall be in accordance with the CSWGP 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

At a minimum, the Contractor shall perform the following activities once per day (including weekends and holidays for temporary stream diversions):

1. Check for and correct leaks;
2. Ensure the fish block nets remain sealed to the channel substrate; and
3. Check inlet for proper function.

The fish block nets shall be kept clear of debris that could jeopardize the integrity of the nets. The Contractor shall perform the following activities a minimum of three times per day or when requested by the Engineer. On working days, these activities shall be performed at the start, middle, and at the end of the working day. On non-working days, these activities shall be performed between 6:00 am and 8:00 am, between 11:00 am and 1:00 pm, and between 4:00 pm and 6:00 pm:

1. Inspect the upstream and downstream fish block nets and remove debris;
2. Inspect the upstream fish block net and all screens and similar facilities for impinged fish; and
 - a. The Contractor shall immediately notify the Contracting Agency when impinged fish are discovered.
 - b. Removal of impinged fish will be performed by the Contracting Agency.

The Contractor shall maintain a written record of all inspection and maintenance activities; record to be available at the request of the Engineer.

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

The Contractor shall notify the Engineer 7 calendar days in advance of rewatering the stream channel. This notification shall include a schedule of activities from the start of rewatering the channel to the final removal of all stream diversion components

The Contractor shall introduce water to the isolated work area and trap sediments until the area meets all applicable turbidity standards. Rewatering shall occur at a rate to avoid loss of surface water downstream while the isolated work area is rewatered.

Once the water in the isolated area meets the applicable turbidity standards the Contractor may begin removal of the temporary stream diversion. Rewatering 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 rewatering of the stream channel and immediately take any corrective measures necessary if turbidity increases during removal of the temporary stream diversion.

The Contractor shall immediately take all corrective actions necessary to prevent the water from exceeding the turbidity standards should the stream turbidity increase. All Work within the channel, except for removal of the temporary erosion control items, shall be completed before the temporary stream diversion is removed. The Contractor must finish all construction activities within the limits of the Ordinary High-Water Line, including but not limited to final grading and site restoration before the Contractor removes temporary work area isolation.

8-31.3(7) Removal of Fish Block Nets

The Contractor shall allow 7 calendar days for Contracting Agency removal of the fish block nets. The Contracting Agency will remove the fish block nets.

8-31.4 Measurement

No unit of measure shall apply to the lump sum bid item for “Temporary Water Management” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2

8-31.5 Payment

The lump sum Contract price for “Temporary Water Management” in Bid Schedule A: Base Bid, Schedule B: Additive Bid 1 and Schedule C: Additive Bid 2 shall be full payment for all materials,

equipment, labor, and other costs associated with installing, maintaining, and removing the site isolation and dewatering facilities at approved upstream and downstream locations, and performing other Work as described in this section.

Progress payments for the these bid items will be made as follows (per Bid Schedule):

1. The Contracting Agency will pay 10 percent of the bid amount following the approval of the TWM, SWPP and TESC plans.
2. Forty-Five percent will be paid following the installation of all site isolation measures.
3. Forty-Five percent will be paid following the removal of all site isolation measures

DIVISION 9 MATERIALS

9-09 TIMBER AND LUMBER

9-09.3 Preservative Treatments

9-09.3(1) General Requirements

Supplement this section with the following:

(*****)

When glue laminated (glulam) lumber is used for timber guardrail, all glulam materials used shall be treated to meet AWPA Standard U1 – Use Category UC4C. Treatment of glulam lumber shall not include creosote.

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.6 Erosion Control Devices

9-14.6(2) Biodegradable Erosion Control Blanket

Section 9-14.6(2) is supplemented with the following:

(*****)

Biodegradable erosion control blanket in areas to receive hydroseed shall have an open area between 41% and 63% and be rated for flows velocities up to 10 feet per second.

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-2023-291	Submitted	TBD; Pending Issuance
Hydraulic Project Approval	WDFW	2023-2-49+01	Received	https://www.co.chelan.wa.us/files/natural-resources/documents/Construction_Contracting/EagleCreekCulvert_HP_A.pdf
Public Works Memorandum	Chelan County Public Works	BRDG 23-003	Received	https://www.co.chelan.wa.us/files/natural-resources/documents/Construction_Contracting/Eagle%20Creek%204-Culvert%20BRDG%2023-003%20Approval%20Ltr.pdf

APPENDIX C: GEOTECHNICAL REPORT

A digital copy of the geotechnical report can be accessed via this link.

https://www.co.chelan.wa.us/files/natural-resources/documents/Construction_Contracting/Eagle%20Creek%20Driveway%20Culverts_Revised%20Final%20Geo%20Report.pdf

A paper copy can be made available by request to the Contracting Agency.

APPENDIX D: CONTRACT DRAWINGS

The Final Contract Drawings 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/Eagle%20Creek_Construction%20Plans_2024_02_20.pdf

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