

# **CONTRACT PROVISIONS**

## **Ozburn-Eagle Creek Culvert Replacement Project**

March, 2023



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

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Chelan County Natural Resources Department

## Ozburn-Eagle Creek Culvert Replacement Project

Bid Opening: Monday, April 10<sup>th</sup>, 2023 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 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](mailto:hannah.pygott@co.chelan.wa.us)

**Project Manager: Bidder Q&A/ Site Visit Coordination**

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](mailto:Bryan.Maloney@co.chelan.wa.us)

**Project Engineer:**

Pat Powers  
Waterfall Engineering, LLC  
9427 Delphi Rd SW  
Olympia, WA 98512

Cell: (360) 701-8433

[waterfallengineering@comcast.net](mailto:waterfallengineering@comcast.net)

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# **BID SUBMITTAL PACKAGE**

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## BIDDING CHECKLIST

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

Please check to make sure you have accomplished the following:

- ☐ Has bid bond or certified check been enclosed with your bid?
- ☐ Is the amount of the bid guaranty at least five (5) percent of the total amount of the bid?
- ☐ Has the proposal been properly signed?
- ☐ Have you bid on ALL ITEMS and ALL SCHEDULES?
- ☐ Have you completed the Bidder's Information Sheet?
- ☐ Have you included the Non-Collusion Declaration?
- ☐ Have you completed the 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 10<sup>th</sup>, 2023 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 Ozburn-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 Ozburn-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.

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, or cash 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

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### Ozburn-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 10<sup>th</sup>, 2023 at 11:00 AM PDT for the Chelan County Natural Resources Project, “**Ozburn-Eagle Creek Culvert Replacement Project**”.

**Chelan County Natural Resources Project: Ozburn-Eagle Creek Culvert Replacement Project**, Chelan County, WA. This contract provides for the removal of one 54-inch wide by 24-foot long corrugated steel culvert and the installation of one 18-foot span by 10-foot rise concrete box culvert structure and wingwalls on Eagle Creek. This work includes, but is not limited to; temporary improvements to, development of, and restoration of temporary construction access routes; road grading and paving; temporary traffic control as needed to safely deliver, handle, and stage equipment and materials; stream channel and bank excavation and material placement; in-water-work, site isolation, stream diversion and water control; material procurement of the concrete box culvert structure and wingwalls, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications for Road, Bridge and Municipal Construction and addenda thereto.

All work below ordinary-high-mark shall occur between the dates of July 15<sup>th</sup>- October 31<sup>st</sup>, 2023. The estimated range of probable cost for this project is \$226,900 to \$272,500 excluding WSST.

An **optional** Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on Friday, March 31<sup>st</sup>, 2023 at 11:00 A.M. Attendees should meet at the project site at 40 Broken O Lane (Formerly 11207 Eagle Creek Road) Leavenworth, WA. From Leavenworth travel north on Chumstick Hwy roughly 2-miles, turn right onto Eagle Creek Road and continue roughly 0.8-miles to Broken O Lane. A minimum of one representative from each Prime Contractor that intends to submit a bid is encouraged to attend.

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

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

All bids shall be marked “OZBURN-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 \_\_\_\_\_, 2023

**BOARD OF CHELAN COUNTY COMMISSIONERS**

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TIFFANY GERING, CHAIRMAN

ATTEST: CARLYE BAITY

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KEVIN OVERBAY, COMMISSIONER

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SHON SMITH, COMMISSIONER

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Clerk of the Board

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



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## BID PROPOSAL

### Ozburn-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:

OZBURN-EAGLE CREEK CULVERT REPLACEMENT PROJECT BID						
Item	Spec #	Description	Unit	Quantity	Unit Price	Total Price
1	1-09	MOBILIZATION AND DEMOBILIZATION	L.S	1		
2	8-05	TEMPORARY ACCESS AND STAGING	L.S	1		
3	8-05	TEMPORARY TRAFFIC BYPASS	L.S	1		
4	8-01	SITE ISOLATION AND EROSION AND SEDIMENT CONTROL	L.S	1		
5	2-09	CULVERT REMOVAL AND DISPOSAL	L.S	1		
6	6-20	CULVERT AND WINGWALL PROCUREMENT	L.S	1		
7	6-20	CULVERT AND WINGWALL INSTALLATION	L.S	1		
8	6-20	GRAVEL BACKFILL FOR WINGWALLS	C.Y	350		
9	6-20 & 9-13.1(5)	QUARRY SPALL FOR PIPEZONE BEDDING	C.Y	40		
10	8-19	STREAMBED BOULDERS	C.Y	10		
11	8-19	STREAMBED COBBLES	C.Y	40		
12	8-19	STREAMBED SEDIMENT	C.Y	22		
13	4-01	APPROACH ROADFILL-CRUSHED SURFACING BASE COURSE	C.Y	30		
14	4-01	CRUSHED SURFACING TOP-COURSE	C.Y	10		
15	5-04	PAVEMENT	TON	16		
16	8-26	RESTORATION	L.S	1		
<b>Base Bid Total</b>						

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.

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PRINT BIDDER NAME

---

DATE

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SIGNATURE OF PRINCIPAL OR OFFICER

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## BID PROPOSAL DECLARATION

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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 Ozburn-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.

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PRINT BIDDER NAME	SIGNATURE OF PRINCIPAL OR OFFICER
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MAILING ADDRESS	CITY	STATE	ZIP
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PRINT NAME OF SIGNATORY	TITLE
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TELEPHONE	FAX
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STATE REGISTRATION NUMBER	STATE UBI NUMBER
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## BID PROPOSAL BOND

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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: Ozburn-Eagle Creek Culvert Replacement Project**, Chelan County, WA. This contract provides for the removal of one 54-inch wide by 24-foot long corrugated steel culvert and the installation of one 18-foot span by 10-foot rise concrete box culvert structure and wingwalls on Eagle Creek. This work includes, but is not limited to; temporary improvements to, development of, and restoration of temporary construction access routes; road grading and paving; temporary traffic control as needed to safely deliver, handle, and stage equipment and materials; stream channel and bank excavation and material placement; in-water-work, site isolation, stream diversion and water control; material procurement of the concrete box culvert structure and wingwalls, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the 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

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ATTORNEY-IN-FACT, SURETY

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## BIDDER INFORMATION

**PROJECT:** Ozburn-Eagle Creek Culvert Replacement Project

Contractor registration, bonding and insurance information will be confirmed through 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	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

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*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.

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

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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.



## 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:

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*\* 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

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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**

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---

BONDING COMPANY NAME (Exactly as Registered)

---

---

ADDRESS

---

---

CITY

---

---

STATE

---

---

ZIP

---

---

REGISTRATION BOND NO.

---

---

\$

---

---

AMOUNT

---

---

EXPIRATION DATE

---

Are there claims pending against your bond? ☐ Yes ☐ NoIf yes, what are each claimant's name, reasons for the claim, amount claimed, date, and place of filing?

---

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

---

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Are there any lawsuits or unsatisfied judgments pending against you?

☐ Yes ☐ NoIf 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

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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 **Ozburn-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 work below Ordinary-High-Water Mark as indicated on the Drawings between the dates of July 15<sup>th</sup> – October 31<sup>st</sup>, 2023 and attain Substantial Completion of all work by October 31<sup>st</sup>, 2023.
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 2023 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)ATTEST:  
Clerk of the Board\_\_\_\_\_  
ADDRESS\_\_\_\_\_  
TITLE (SEAL)\_\_\_\_\_  
SIGNATUREEMPLOYER ID  
NUMBER: \_\_\_\_\_\_\_\_\_\_  
PRINT NAME

ATTEST:

\_\_\_\_\_  
TITLE\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
PRINT NAME\_\_\_\_\_  
TITLE

---

## PERFORMANCE AND PAYMENT BOND

---

KNOW ALL MEN 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:

### **Ozburn-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** Ozburn-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 April 10<sup>th</sup>, 2023, 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** Ozburn-Eagle Creek Culvert Replacement Project

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, on or before \_\_\_\_\_, and you are to attain Substantial Completion, as determined by the Contracting Agency, on or before October 31<sup>st</sup>, 2023.

\_\_\_\_\_  
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:** Ozburn-Eagle Creek Culvert Replacement Project

**TO** Chelan County  
**CONTRACTING** Natural Resources Department  
**AGENCY:** 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 at 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

<b>PROJECT:</b>	<u>Ozburn-Eagle Creek Culvert Replacement Project</u>	<b>CONTRACTING AGENCY</b>
<b>TO</b>	Chelan County	ENGINEER <input type="checkbox"/>
<b>CONTRACTING</b>	Natural Resources Department	CONTRACTOR <input type="checkbox"/>
<b>AGENCY:</b>	411 Washington Street, Suite 201	SURETY <input type="checkbox"/>
	Wenatchee, WA 98801	OTHER <input type="checkbox"/>
<b>STATE OF:</b>	<u>WASHINGTON</u>	<b>CONTRACT FOR:</b> _____
		<b>CONTRACT</b>
<b>COUNTY OF:</b>	<u>CHELAN</u>	<b>DATED:</b> _____

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

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

  

<b>STATE OF:</b>	WASHINGTON	<b>CONTRACT FOR:</b>	
		<b>CONTRACT</b>	
<b>COUNTY OF:</b>	CHELAN	<b>DATED:</b>	

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:***

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**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.

<b>CONTRACTOR:</b> _____ <b>ADDRESS:</b> _____ _____	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

<b>PROJECT:</b>	<u>Ozburn-Eagle Creek Culvert Replacement Project</u>	<b>CONTRACTING AGENCY</b>	<input type="checkbox"/>
		<b>ENGINEER</b>	<input type="checkbox"/>
<b>TO</b>	<u>Chelan County</u>	<b>CONTRACTOR</b>	<input type="checkbox"/>
<b>CONTRACTING</b>	<u>Natural Resources Department</u>	<b>SURETY</b>	<input type="checkbox"/>
<b>AGENCY:</b>	<u>411 Washington Street, Suite 201</u>	<b>OTHER</b>	<input type="checkbox"/>
	<u>Wenatchee, WA 98801</u>		
<b>STATE OF:</b>	<u>WASHINGTON</u>	<b>CONTRACT FOR:</b>	
		<b>CONTRACT</b>	
<b>COUNTY OF:</b>	<u>CHELAN</u>	<b>DATED:</b>	

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

\_\_\_\_\_, SURETY COMPANY,

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

\_\_\_\_\_, CONTRACTOR, \_\_\_\_\_

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

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SURETY COMPANY NAME

Attest:

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

(SEAL)

\_\_\_\_\_  
PRINTED NAME AND TITLE

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# **SPECIAL PROVISIONS**

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## INTRODUCTION TO THE SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

*(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*, 2023 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

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

Also incorporated into the Contract Documents by reference are:

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

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

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

## **DIVISION 1 GENERAL REQUIREMENTS**

### **1-01 DEFINITIONS AND TERMS**

(\*\*\*\*\*)

#### **Description of Work**

Ozburn-Eagle Creek Culvert Replacement Project, Chelan County, WA. This contract provides for the removal of one 54-inch wide by 24-foot long corrugated steel culvert and the installation of one 18-foot span by 10-foot rise concrete box culvert structure and wingwalls on Eagle Creek. This work includes, but is not limited to; temporary improvements to, development of, and restoration of temporary construction access routes; road grading and paving; temporary traffic control as needed to safely deliver, handle, and stage equipment and materials; stream channel and bank excavation and material placement; in-water-work, site isolation, stream diversion and water control; material procurement of the concrete box culvert structure and wingwalls, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the 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 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 “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.

(\*\*\*\*\*) All references to Engineer and Contracting Officer are equivalent. “Design Engineer” refers to the firm and Engineer of Record responsible for preparation of the Plans and/or these Special Provisions.

**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.

Bidders shall complete the statement of qualifications that provides at minimum three (3) previous project examples and references for projects completed in the last five years that included in-water-work area isolation and construction dewatering.

**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:

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

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

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

Section 1.02.4 is supplemented with the following:

*(\*\*\*\*\*)*

An **optional** Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on Friday, March 31<sup>st</sup>, 2023 at 11:00 A.M. Attendees should meet at the project site at 40 Broken O Lane (Formerly 11207 Eagle Creek Road) Leavenworth, WA. From Leavenworth travel north on Chumstick Hwy roughly 2-miles, turn right onto Eagle Creek Road and continue roughly 0.8-miles to Broken O Lane. A minimum of one representative from each Prime Contractor that intends to submit a bid is encouraged to attend.

Please note that the project site is located on private property, and therefore is only available for inspection when coordinated with the Contracting Agency in advance in order to allow for proper landowner notifications to be made. To request a coordinated site visit, please contact Bryan Maloney with Chelan County Natural Resources Department at least 5 days prior to the preferred date of visit.

#### **1-02.4(1)General**

*(January 19<sup>th</sup>, 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:

(\*\*\*\*\*)

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 10<sup>th</sup>, 2023**. 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.

#### **1-02.14 Disqualification of Bidders**

Delete section 1-02.14 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 the 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 10<sup>th</sup>, 2013 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.

**1-04.6 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.

## **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**

Primary control for the site has been established and will set by the Engineer. Survey control data will be provided to the Contractor prior to beginning construction in the form of AutoCAD Civil 3D files, and coordinate and elevation data for the control points onsite will also be provided. The Contractor shall replace any stakes set by the Engineer at the Contractor's sole expense. The Contractor is responsible for establishing staked limits of construction and any relevant structure locations which will be confirmed by the Engineer. The Contractor shall verify the finished grades and alignments which is incidental to those Work items, and provide notes as requested by the Engineer. Surveying shall include all labor, equipment, materials, and supervision necessary to perform the work specified, including any checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts. 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. To Contractor shall ensure a surveying accuracy of within the following tolerances:

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

The Contractor shall ensure a surveying accuracy within the following tolerances:

	<b>Vertical</b>	<b>Horizontal</b>
Finished grades	±0.10 feet	±0.25 feet

The Contracting Agency and/or Engineer 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 Engineer or Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes. No independent unit of measurement or payment shall apply to Contractor staking or surveying; this is incidental to other bid items.

#### **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.

- 1-07.15 Spill Prevention, Control, and Countermeasure (SPCC) Plan
- 1-08.3 Type A Project Schedule
- 8-05 Temporary Traffic Bypass Plan
- 8-01.3 In-Water-Work Area Site Isolation and Stream Diversion Plan
- 8-01.3(1)A1 Temporary Erosion and Sediment Control (TESC) Plan with all BMP's outlined
- 8-01.3(1) C6 Hydraulic Fluid Catalog Cut
- 6-20.3(2) Submittals for Buried Structures
- 8-19.3 Streambed Sediment (laboratory grain size analysis) and Streambed Cobbles and Boulders (photos with tape measure)

#### **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.

**1-05.13 Superintendents, Labor and Equipment of Contractor**

*(August 14, 2013 APWA GSP)*

Delete the sixth and seventh paragraphs of this section.

**1-05.15 Method of Serving Notices**

*(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.

**1-07 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>.

**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:

(\*\*\*\*\*)

The Contractor may begin Work below the Ordinary High-Water Line on \*\*\* July 15<sup>th</sup>, 2023 \*\*\* and must complete all said Work by \*\*\* October 31<sup>st</sup>, 2023 \*\*\*. 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. 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.
Nationwide Permit	USACOE	NWS-2023-152; Issuance Pending
Hydraulic Project Approval	WDFW	2023-2-14+01; 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 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>.

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, 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

## 1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(\*\*\*\*\*)

The locations of all known existing overhead or underground utilities and pipes as shown on the plans is approximate. The Contractor is solely responsible for locating all utilities and similar facilities within the project site prior to construction and to protect those utilities during construction. The Contractor shall be held financially responsible to repair any utilities or similar facilities damaged during construction. The cost of repair shall be paid in full by the Contractor to the owner of the utility in question.

The following addresses and telephone numbers of utility companies and utility related contacts are supplied for the Contractor's use:

**Call Before You Dig**  
**Northwest Utility Notification Center**  
1-800-424-5555 (or 811)

**PUD No. 1 of Chelan County**  
P.O. Box 1231  
Wenatchee, WA  
Christopher Moser  
(509) 661-4160  
(509) 663-8121

#### **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
- Aspect Consulting; Project Engineer

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**

Except in the case of emergency or unless otherwise approved by the Contracting Agency or Engineer, the normal working hours for the Contract shall be any consecutive 10-hour period between 7:00 a.m. and 7:00 p.m. Monday through Friday. 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.

#### **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**

Section 1-08.5 is supplemented with the following:

*(\*\*\*\*\*)*

All work below ordinary-high water mark shall be complete within the dates listed on the permits and all other work for this project shall be substantially complete by October 31<sup>st</sup>, 2023. 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 natural disasters, 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.

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 Project Engineer 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. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
  - g. Property owner releases per Section 1-07.24

### **1-08.9 Liquidated Damages**

*(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:

(\*\*\*\*\*)

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. The Contractor shall use a Single Lane Closure or a Short-Term Traffic Stop whenever materials or equipment are delivered.

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>

### **1-10.4 Measurement**

Section 1-10.4 is deleted in its entirety and replaced with the following:

(\*\*\*\*\*)

No independent bid item for Temporary Traffic Control is included in the bid schedule 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.

### **1-10.5 Payment**

Section 1-10.5(1)-1-05(3) are deleted and replaced with the following:

(\*\*\*\*\*)

No individual payment shall be made for any costs associated with designing and implementing 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. The Contractor shall be responsible for hauling and disposing of all slash generated onsite. Removing trees greater than 6-inches in diameter from any portion of the project site requires approval of the Contracting Officer or Engineer.

Following completion of all earthwork and construction, stockpiled material shall be disposed of off-site. Any costs associated with stockpiling, transporting and/or disposing of these materials is incidental to the contract.

#### **2-01.3 Construction Requirements**

##### **2-01.3(1) Clearing**

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

(\*\*\*\*\*)

The Contractor shall:

1. Fell trees only within areas marked on the Contract Plans for clearing or where directed by the Contracting Agency or Engineer.

2. Close-cut parallel to the slope of the ground all stumps to be left in the cleared areas.
3. Leave standing any trees or native growth indicated by the Contracting Agency or Engineer.
4. Thin clumps of native growth where directed to by the Contracting Agency or Engineer.
5. Except for areas marked on the Contract Plans or by the Contracting Agency or Engineer for clearing, protect all trees and shrubs from damage caused by construction operations.

#### **2-01.4 Measurement**

This section is supplemented with the following:

(\*\*\*\*\*)

No measurement shall be made for “clearing” or “grubbing”. This is incidental to other bid items.

#### **2-01.5 Payment**

This section is supplemented with the following:

(\*\*\*\*\*)

”Clearing” and “Grubbing” are considered incidental to other bid items. No payment will be made in accordance with Section 1-04.1

### **2-09 STRUCTURE EXCAVATION**

#### **2-09.1 Description**

This section is supplemented with the following:

(\*\*\*\*\*)

This work consists of the removal and disposal of the existing 54-inch wide by 24-foot long, corrugated steel culvert structure, all associated road and fill material and any other debris encountered during removal. It also includes all subgrade foundation preparation for installation of the new structure and associated wingwalls, and any shoring or dewatering of the work area that may be necessary during excavation to install the new structure. All dewatering efforts must be consistent with sections 6-20.3(5)A and 8-01 of these special provisions, the standard specifications and the project permits.

#### **2-09.3 Construction Requirements**

All subsections are included as written.

This section is supplemented with the following:

(\*\*\*\*\*)

The Contractor shall remove and dispose of the existing culvert structure and all associated fill in preparation for the new structure. This also includes the cutting, removal and protecting of the existing pavement as shown on the plans. Once the Contractor has removed the existing culvert, they shall excavate the banks and stream channel in the locations and to the grades as shown on the plans or as directed by the Engineer to prepare for installation of the new structure. Any shoring or dewatering of the excavation area necessary to complete excavation for the new culvert structure and wingwalls is incidental to the contract.

It is the responsibility of the Contractor to ensure that all safety requirements are met at all times. A traffic barricade shall be identified in the temporary traffic control plan and shall remain in place until installation of the new culvert is complete. Finished grades shall be within the tolerances listed in section 1-05.4 of these Special Provisions.

The Engineer shall be informed immediately if bedrock is encountered at any point. Trees and large woody debris encountered during the fill removal shall be hauled off site at no additional expense to the Contracting Agency. All pavement shall be removed and disposed of off-site by the Contractor. Suitable native material may be stockpiled onsite and used as backfill for the new structure if inspected and approved by the Engineer. Excess material shall be hauled offsite. Excavation for culvert removal is estimated at 560 cubic-yards.

#### **2-09.4 Measurement**

This section is supplemented with the following:

(\*\*\*\*\*)

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

#### **2-09.5 Payment**

This section is supplemented with the following:

(\*\*\*\*\*)

Payment for the lump sum bid item “Culvert Removal and Disposal” shall be full compensation for all labor, equipment and materials necessary to complete the removal of the existing culvert structure and all associated pavement and fill, create and maintain traffic barricades of the work area, and all other work necessary establish final sub-grades for installation of the new culvert and wingwalls as shown on the Contract Drawings. Any shoring that necessary to achieve subgrade is incidental to this bid item. Installation, maintenance, monitoring and removal of cofferdams, stream diversions and construction dewatering measures necessary to complete the removal of the existing culvert is all incidental to the L.S bid item for “Site Isolation and Erosion and Sediment Control” described in Division 8 of these Special Provisions.

## **DIVISION 4 BASES**

### **4-01 VACANT**

This section is replaced with the following:

(\*\*\*\*\*)

### **4-01 ROAD**

#### **4-01.1 Description**

This section is supplemented with the following:

(\*\*\*\*\*)

This includes the procurement and placement of all fill necessary to raise road surface to meet the new crossing and match the final road grade and alignments as shown on the plans.

#### **4-01.2 Materials**

Crushed Surfacing Base Course	9-03.9(3)
Crushed Surfacing Top Course	9-03.9(3)

#### **4-01.3 Construction Requirements**

This section is supplemented with the following:

(\*\*\*\*\*)

1. The footprint for the road fill approaches shall be cleared of debris, and vegetation.
2. Crushed Surfacing Base Course shall be hauled, dumped, graded and compacted in 3-inch lifts per the plans.
3. Crushed Surfacing Top Course shall be hauled, dumped, graded and compacted per the plans.
4. Final grade for the culvert shall be hand-racked to match the slope of the existing road and plans.
5. Rock over the new structure shall be sloped to the sides and ends for drainage.

#### **4-01.4 Measurement**

“Approach Road Fill-Crushed Surfacing Base Course for” shall be measured per cubic-yard of material imported and placed per the plans.

“Crushed Surfacing Top Course” shall be measured per cubic-yard of material imported and placed per the plans.

**4-01.5 Payment**

Payment for “Approach Road Fill-Crushed Surfacing Base Course” shall be made per cubic-yard of material imported and placed per the plans and shall include all labor, materials, and equipment required to complete the work as described on the Plans and these Special Provisions.

Payment for “Crushed Surfacing Top Course” shall be made per cubic-yard of material imported and placed per the plans and shall include all labor, materials, and equipment required to complete the work as described on the Plans and these Special Provisions.

## **DIVISION 5 SURFACE TREATMENT PAVEMENTS**

### **5-04 HOT MIX ASPHALT**

#### **5-04.1 Description**

This section is supplemented with the following:

(\*\*\*\*\*)

Once the road surface elevation of the new crossing meets the final pre-paved grades as shown on the plans, the road surface and bridge surface will be covered with a plant-mixed hot mix asphalt (HMA). HMA shall extend on either side of the new crossing to meet and smoothly transition to the cut edges and existing grade while protecting transitions to surrounding driveways.

#### **5-04.2 Materials**

Include as written.

#### **5-04.3 Construction Requirements**

This section is supplemented with the following:

(\*\*\*\*\*)

The final road surfaces shall meet and match grades and widths shown on the plans. The new pavement shall cleanly match existing pavement and cleanly transition to the new crossing as shown on the project plans. The Contractor shall cut the existing pavement in the locations shown on the plans and take care to protect transitions and existing pavement during construction. Any damages to existing pavement or cuts made beyond the cut line that occur as a result of construction activities shall be repaired by the contractor at no additional cost to the contracting agency. Pavement shall cover the new crossing and road surface and extend to the distance necessary to smoothly transition from, and match existing grades.

#### **5-04.4 Measurement**

This section is supplemented with the following:

(\*\*\*\*\*)

“Pavement” will be measured be per ton of HMA hauled and placed to grade as per the plans. All other work associated with the cutting, preservation and repair of existing pavement is considered incidental.

#### **5-04.5 Payment**

This section is supplemented with the following:

(\*\*\*\*\*)

Payment for the bid item “Pavement” shall be made in full per ton of imported and placed HMA materials per the plans and these special provisions. This includes all labor, materials, equipment, and other incidentals necessary to complete this work. All other work associated with the cutting, preservation and repair of existing pavement is considered incidental to this bid item and no additional payment will be made.

## **DIVISION 6 STRUCTURES**

### **6-20 BURIED STRUCTURES**

#### **6-20.1 Description**

This section is supplemented with the following:

(\*\*\*\*\*)

This work consists of the procurement and installation of one 18-foot-long, by 18-foot-wide by 10-foot-high, four-sided (with removable top) precast concrete box culvert with associated wing walls, guardrail and object markers to mark all four corners as shown on the plans. This also includes the procurement, placement and compaction of all Quarry Spall for pipe zone bedding and gravel backfill for the wing walls as shown on the plans.

#### **6-20.2 Materials**

This section is supplemented with the following:

(\*\*\*\*\*)

The new culvert, wing walls and all associated miscellaneous items (hardware, grout etc.) to assemble the new culvert should be included in procurement and provided to the Contractor by the Culvert Vendor. The specific requirements for the new box culvert can be found the final designs in Appendix C.

The Contractor shall provide all additional required materials for the project. Materials shall meet the requirements of the following sections:

Gravel Backfill for Wing Walls	9-03.12(2)
Quarry Spall for Pipe Zone Bedding	9-13.1(5)

#### **6-20.3 Construction Requirements**

This section is supplemented with the following:

(\*\*\*\*\*)

1. Once all submittals have been approved by the Engineer and the Contracting Agency, the Contractor shall purchase the culvert and wing walls and coordinate delivery with the Engineer and Contracting Agency. The design criteria and load rating specifications for the new box culvert are outlined in the final designs. The Contractor shall provide all standard submittals associated section 6-20 for review. The work and staging area at the project site is somewhat limited, therefore the Contractor shall ensure that delivered and staged materials are managed in such a way that landowner access is not hindered and public safety is maintained.
2. Excavation for the installation of the new culvert structure will require construction de-watering and the handling of sediment laden water per section 6-20.3(5)A and 8-01 of the standard specifications and these special provisions. The Contractor is solely responsible for complying with these standards in a manner consistent with the project permits.
3. The Contractor shall complete all work elements associated with culvert and fill removal and prepare the site for installation of the new box culvert. The Contractor shall procure, deliver, place and compact Pipe Zone Bedding within the limits and locations shown on the plans.



4. Once the new culvert and wingwalls are installed per the plans and manufacturers specifications, gravel backfill for wing walls shall be placed and compacted within the limits and locations shown on the plans. Material shall be compacted in 6-inch lifts.
5. Install all hardware, grout and complete other work necessary to finish culvert and wingwall installation, seal pick points and joints per manufacturer specifications, the final plans and these specifications.
6. Install Object Markers on all four corners of culvert.

#### **6-20.3(2) Submittals**

Include as written.

#### **6-20.4 Measurement**

This section is supplemented with the following:

(\*\*\*\*\*)

No independent unit of measurement shall apply to the lump sum bid item “Culvert and Wingwall Procurement.”

No independent unit of measurement shall apply to the lump sum bid item “Culvert and Wingwall Installation.”

“Gravel Backfill for Wingwalls” will be measured per cubic yard of material procured, delivered and installed per the plans.

“Quarry Spall for Pipe Zone Bedding” will be measured per cubic yard material procured, delivered and installed per the plans.

#### **6-20.5 Payment**

This section is supplemented with the following:

(\*\*\*\*\*)

Payment for the lump sum bid item “Culvert and Wingwall Procurement” shall be full compensation for the procurement, delivery and handling of the new box culvert, wingwalls and all miscellaneous incidental items associated with the new culvert.

Payment for the lump sum bid item “Culvert and Wingwall Installation” shall be full compensation for all labor, materials, equipment and all miscellaneous incidental work necessary to complete the installation of the new box culvert and associated wingwalls per the project plans and manufacturers specifications.

Payment for the bid item “Gravel Backfill for Wing Walls” will be made per cubic yard of material procured, delivered and installed per the plans and shall include all labor, materials and equipment necessary to do so.

Payment for the bid item “Quarry Spall for Pipe Zone Bedding” will be made per cubic yard of material procured, delivered and installed per the plans and shall include all labor, materials and equipment necessary to do so.

## **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 consists of isolating construction activities from the surface waters of Eagle Creek, bypassing flow around the work areas, pumping water out of the isolated work areas as necessary for excavation, installation of any necessary erosion control BMP's and other work as necessary to allow for completion and inspection of the work while maintaining permit and water quality standards. 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 method that keeps aquatic species and surface flows separated from turbid water in the active work area and maintains State Water Quality Standards.

The work area may be locally dewatered at rate to allow relatively dry construction conditions and to control turbidity. This work shall be clearly described in the Contractor submittals and approved by the Contracting Agency. The Contractor shall also prepare and stage any necessary additional materials required to increase the isolation height by an additional foot, or the width as needed if flow increases dictate an increase in diversion height or width. Turbid waters shall not be discharged into any portion of Eagle Creek or its tributaries. The Contractor may propose to pump sediment laden water upland for infiltration if such location is pre-identified 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 handling sediment laden water, nor the levels or velocity of water that may be encountered during construction. Other methods that provide equal or better isolation or water management, and include equal or fewer potential environmental impacts, may be requested by the Contractor and will be considered by the Contracting agency and Engineer. Alternative methods can be used if approved. If any methods fail to meet the performance requirements of the project permits, these special provisions or the Standard Specifications, the Contractor shall remove, replace or repair it at no additional cost to the Contracting Agency until the permit provisions and affiliated laws are complied with. Once the work area is isolated, the contracting agency will coordinate and/ or perform fish salvage within the project in accordance with the project permits.

#### **8-01.2 Materials**

This section is supplemented with the following:

(\*\*\*\*\*)

The Contractor shall provide all materials necessary to construct and maintain in-water work area isolations that meet the requirements of this section and applicable permits. They shall also identify the locations and complete the installation of high visibility fencing around all sensitive areas as directed by the Contracting Agency or Engineer (outline in TESC). All materials shall be as detailed in the approved Contractor's In-Water-Work Area Site Isolation and Stream Diversion Plan and Temporary Sediment and Erosion Control

Plan (TESC). If pumps are used to dewater any portion of the project site, pumps shall have a fish screen with 0.087" max opening in the narrow direction. All pump information shall be included in the Contractor submitted plans.

### ***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:

### ***Bulk Bags and Sand Bags***

The cofferdam 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 Officer) that is resistant to tearing.

Bulk bags and/or sand bags may be filled with locally sourced material. 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.

## **8-01.3 Construction Requirements**

### **8-01.3 (1) General**

This section is supplemented with the following:

(\*\*\*\*\*)

The Work shall be in compliance with Washington State Water Quality Standards in WAC 173-201A, project permits, environmental commitments and these Provisions. The Contractor shall closely coordinate all stream diversion and site isolation related Work with the Contracting Agency and the Engineer. The water surface varies depending on the time of year, and varies from year to year depending on hydrologic conditions of the preceding winter and spring. Prior to beginning work in an actively flowing channel, cofferdams shall be installed at or near locations shown on the Contract Plans to isolate the work area from surface flow in the Creek and flows shall be directed around the work area until work is complete.

After redirecting flows and isolating a particular work area, and prior to beginning work, fish must be removed from the isolated area. All work related to fish removal will be performed by the Contracting Agency at no cost to the Contractor. The Contractor shall notify the Contracting Officer a minimum of five (5) working days prior to needing the fish removal services.

Bulk bags or sandbags used to construct cofferdams shall be completely removed upon completion of work in the isolated work area. The bulk bags and sand bags will remain property of the Contractor and shall be removed from the site as part of the work for this bid item. Isolated work areas shall prevent turbid water created by construction activities from entering any portion of Eagle Creek. 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.

### **8-01.3 (1)A Submittals**

This section is supplemented with the following:

(\*\*\*\*\*)

- The Contractor shall submit an -In-Water-Work Area Site Isolation and Stream Diversion Plan and Temporary Sediment and Erosion Control Plan (TESC) to the Contracting Officer and Engineer. This plan must be approved prior to the preconstruction conference and prior to the beginning of any in-water work. The plan shall identify the methods and materials used to divert flows around the project area, isolate in-water work area(s) and the materials, processes and procedures for management and handling of sediment laden water associated with construction dewatering (6-20.3(5)A). The plan shall be submitted by the Contractor for approval by the Contracting Agency a minimum of ten (10) working days prior to the preconstruction conference and prior to any in-water work. If the Contracting Officer does not approve the submitted plan, written documentation explaining the cause for the not approving the plan will be provided to the Contractor. The Contractor shall respond to the Contracting Agency's review documentation and resubmit the plan with revisions as necessary. The Contracting Agency reserves the right to postpone commencement of the work, at no cost to itself, due to failure by the Contractor to supply an acceptable TESC and In-Water-Work Area Site Isolation and Stream Diversion Plan

The Contractor shall provide at minimum the following information in the following order:

1. Description, identified type and location of stream diversion and site isolation measures to be installed
2. Detailed list of materials for the stream diversion and site isolation as well as a detailed schedule and sequence of installation and removal of all site isolation, stream diversion and construction water management measures.
3. Stream Flow Blocking and Dewatering
  - a. Describe how flows will be conveyed through project area without impacting the work area and instream flows.
  - b. Describe the means by which the height of the upstream diversion can be increased an additional foot within 4 hours in the event that flow increases require an increase in diversion height. Provide contact information and procedures for adaptively managing increases in flows.
4. Means, methods and materials for construction dewatering/ handling of ground water in the work area and sediment laden water. This includes but is not limited to specifications of pumps and detailed list of all additional affiliated materials, timing and duration of any construction dewatering, and outfall locations, protection and dissipation methods for all diversion/ dewatering efforts both upland and instream. All outfalls must be protected to prevent erosion.
5. Inspection and Maintenance
  - a. Describe how maintenance will be conducted when inspections identify deficiencies in the stream diversion. These include, but are not limited to, removal and disposal of trapped sediment and debris and repairing leaks;

increasing height and/or width of isolation materials. The Contractor shall keep a record of all inspections and maintenance of the diversion.

6. Removal of the Diversion and Rewatering the Project Area

- a. Detail how the isolation measures will be removed and how the channel will be rewatered to comply with water quality requirements.

The Contracting Agency or Engineer may request an updated plan if the Contractors installed means, methods or materials fail to meet the requirements of this section at no additional cost to themselves. It is the sole responsibility of the Contractor to ensure that all stream diversion, site isolation and water control measures remain functional and meet the requirements of the permits for the duration of the project. The Contracting Agency or Engineer has the right to pause or stop work any time that these standards are not being met at no cost to themselves. If adaptive management of the systems becomes necessary, the Contractor shall promptly take any corrective actions necessary to regain compliance.

#### **8-01.4 Measurement**

This section is supplemented with the following:

(\*\*\*\*\*)

No independent unit of measurement shall apply for the lump sum bid item for “Site Isolation and Erosion and Sediment Control” This Work shall include all materials, equipment, labor, and other costs associated with installing, maintaining, and removing all water and erosion control features as per the plans or as directed by the Contracting Agency and Engineer.

#### **8-01.5 Payment**

This section is supplemented with the following:

(\*\*\*\*\*)

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

1. The Contracting Agency will pay 15 percent of the bid amount following the approval of the In-Water-Work Area Site Isolation and Stream Diversion Plan and a TESC plan.
2. The Contracting Agency will pay 15 percent of the bid amount following the approved installation of site isolation and water management measures.
3. The remaining seventy percent will be paid accordance with Section 1-09.9 and as per the bid list. The lump sum payment shall be full compensation for all installing, monitoring, maintaining and removing all water and erosion control features as per the plans.

#### **8-05 VACANT**

Section 8-05 is replaced with the following:

(\*\*\*\*\*)

#### **8-05 TEMPORARY TRAFFIC BYPASS, ACCESS AND STAGING**

### **8-05.1 Description**

This work encompasses establishing a temporary traffic bypass for landowners to use during construction as well as creating and utilizing temporary staging areas and access points to all locations where project elements are to be constructed. This shall include any necessary grading, decompaction, maintenance, and other work as necessary to establish, maintain, utilize, and restore these areas shown on the plans or as otherwise approved by the Contracting Agency or Engineer.

### **8-05.2 Materials**

Material shall meet the requirements of the following sections:

Construction Geotextile	9-33 (Table 7, Woven)
Crushed Surfacing	9-03.9(4)

The Contractor is responsible for supplying a structurally sound, single-span bridge with a minimum length of 30 feet and all affiliated abutment materials necessary to relay residential traffic around the project area.

### **8-05.3 Construction Requirements**

#### **8-05.3(1) Temporary Access Routes**

The contractor shall clearly stake the proposed centerline of all portions of temporary cleared access routes. No clearing or trimming of any vegetation is allowed until the staking of the temporary cleared access routes has been approved. 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. Any import of bark or wood mulch is incidental to this bid item. It is the sole responsibility of the contractor to ensure that the existing infrastructure and any other personal structures of the landowners are avoided and/or protected. Any damages to personal structures on the property as a result of construction will be the responsibility of the Contractor to repair.

#### **8-05.3(2) Temporary Staging Areas**

One primary temporary staging area is shown on the plans and is available for use to store equipment, vehicles, materials, and other supplies during the course of the work; vehicles and equipment may only be staged at the primary staging area 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 Permits. If, during construction a portion or portions of the staging areas begin to rut, the contractor shall import bark or wood chip mulch to stabilize the rutted area. Staging at the site for materials and equipment is limited. The Contractor is responsible for managing the staging and delivery of materials and equipment in a manner that does not restrict landowner access to properties or poses risk to public safety. The Contractor shall be responsible for restoring all temporary staging areas and access routes to pre-project conditions prior to demobilizing from the site.

#### **8-05.3(3) Temporary Traffic Bypass**

Before the existing culvert and fill is removed, a temporary traffic bypass route for residents

must be established. The Contractor is responsible for furnishing all materials, equipment, and labor required to transport, unload, place, maintain and remove a bridge for temporary traffic bypass over Eagle Creek throughout construction and establish the routes and approaches necessary for the crossing. The Contractor is responsible for supplying a structurally sound, single-span bridge with a minimum length of 30 feet to relay residential traffic around the project area. The temporary bridge shall be in generally sound condition and not leach any toxic material. The Contractor shall outline the materials, location, means and methods for the temporary traffic bypass within a Temporary Traffic Bypass submittal as outlined in section 1-05.8 of these Special Provisions for review and approval by the Contracting Agency. Work cannot begin until this plan has been approved. The Engineer and Contracting Agency reserve the right to reject the temporary bridge supplied by the Contractor if visual inspection of the temporary bridge indicates that placement and/or use of the bridge may result in harm to humans, plants or animals present on the Project Site. The Contractor shall provide all materials necessary to provide structurally sound abutments to support the temporary bridge and to create a drivable path and approaches on either side of the temporary bridge. Temporary bridge abutments shall be made of precast concrete and be in sound condition with no major cracks or flaws. Temporary bridge abutments shall be tall enough to allow the temporary bridge to be placed so the low chord of the temporary bridge is at least 1 foot higher than the water surface. Temporary Bridge Approach Fill shall be clean, sub-rounded gravel with a maximum diameter of 1 ½ inch; the fill shall contain a maximum of 10% of material by weight that passes a No. 40 sieve and 0% passing the No. 200 sieve.

The Contractor will be responsible for flagging the proposed temporary traffic bypass route which will then be approved by the Contracting Agency or Engineer. Geotextile fabric will be laid prior to the installation of any imported road surfacing material. No clearing shall begin until this approval has occurred. The Contractor will be responsible for clearing and hauling away any vegetation removed for temporary traffic bypass. Following construction of the new crossing, any installed temporary traffic bypass measures 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 shall complete all maintenance and repair of the temporary traffic bypass for the duration of the project at no additional cost to the Contracting Agency.

Delivery of the temporary bridge to the project site shall be done in a manner that minimizes impacts to traffic on the Eagle Creek Road. The Contractor shall be responsible for developing a traffic safety plan and implementing all traffic control measures necessary to meet traffic safety and control requirements of the Chelan County Public Works Office, including obtaining any related permits, at no additional cost to the Contracting Agency.

The area available at the project site for heavy equipment to offload and place temporary bridge components are limited and the Contractor shall consider this when determining delivery, staging, construction, and removal of the temporary bridge and associated components.

### **8-05.3(3)A Temporary Traffic Bypass Plan**

Contractor shall submit a Temporary Traffic Bypass Plan to the Contracting Officer for review and approval at least 10 working days prior to installing the bridge. The Contractor shall submit Type 2 Working Drawings of the temporary bridge crossing that include erection, and removal steps/notes as part of the Temporary Traffic Bypass Plan. The Plan shall detail the structural

components of the bridge and abutments including bridge dimensions, equipment used to place the bridge and abutments, source of aggregates used for temporary bridge approach fill, and any other information which may help the Contracting Officer understand how the Contractor intends to complete the work specified in this section.

#### **8-05.4 Measurement**

No independent unit of measurement shall apply to the lump sum bid item for “Temporary Traffic Bypass.” Geotextile fabric and crushed surfacing are incidental to this bid item.

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

#### **8.05-5 Payment**

Payment for “Temporary Traffic Bypass” shall be full compensation for all staking, field fit modification, installing, monitoring, maintaining and removing the temporary stream crossing and temporary traffic bypass routes as shown on the plans and described in these special provisions. Procurement, placement and/or removal of any crushed surfacing or geotextile fabric is incidental to this bid item.

Payment for “Temporary Access and Staging” shall be full compensation for all staking, field fit modification, installing, monitoring, maintaining and removing the temporary staging areas as shown on the plans and described in these special provisions.

### **8-19 STREAMBED MATERIALS**

#### **8-19.1 Description**

This work includes procurement and placement of all necessary streambed sediment, cobbles and boulders for the construction of the new channel as shown on the plans.

#### **8-19.2 Materials**

Material shall meet the requirements of the following sections with actual sizes as shown on the plans.

Streambed Sediment	9-03.11(1)
Streambed Cobbles – 10”	9-03.11(2)
Streambed Boulders – Type 2n	9-03.11(3)

#### **8-19.3 Construction Requirements**

1. Excavate the channel to grade and dimensions shown on the project plans.
2. Place streambed sediment, cobbles and boulders as shown on the project plans and/or directed by the Engineer or Contracting Agency.
3. Before site isolation measures can be removed, the Contractor must wash fine sediments into channel thalweg to seal bed as directed by Engineer or Contracting Agency. This will require pumping water and flushing fines into the channel bed so water is flowing on the surface.



4. Final channel alignments, widths and elevations must be approved by the Engineer prior to removal of any site isolation measures.

#### **8-19.3(1) Submittals**

The Contractor shall submit the following information to the Engineer for review and approval prior to import of any material to the site: Streambed Sediment (laboratory grain size analysis) and Streambed Cobbles and Boulders (photos with tape measure).

#### **8-19.4 Measurement**

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

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

“Streambed Boulders” will be measured per cubic yard of boulders procured, delivered and installed per the plans and shall include all labor, materials and equipment necessary to do so.

#### **8-19.5 Payment**

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

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

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

### **8-26 RESTORATION**

#### **8-26.1 Description**

The work consists of seeding and mulching of all disturbed ground surfaces; final cleanup of the site and removal of all miscellaneous debris from the site as directed by the Contracting Agency or Engineer.

#### **8-26.2 Materials**

Seed	9-14.3
Certified Weed Free Straw	9-14.5(1)

### **8-26.3 Construction Requirements**

#### **8-26.3 (1) Seed and Straw Mulch**

Seeding shall be done only after finish grading of surfaces have been completed and ground within areas designated to be seeded is no longer being disturbed. 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. Seed mix will be procured by the Contracting Agency and delivered to the Contractor onsite. Once onsite, seed shall be placed by the Contractor at the manufacturers recommended rate per acre. The seeding surface shall be raked or chained to ensure a friable surface free of soil clumps larger than 2" in diameter. No fertilizer shall be included in the seed mixes or mulch. After seed is applied and incorporated in the soil, straw mulch shall be applied at a rate of 2,000 pounds per acre, spread evenly through seeding areas at a minimum of 2 inches thick. Straw mulch shall be air-dried and free from undesirable weed seed and coarse material. In windy areas straw must be held in place by using a tackifier or nets.

#### **8-26.4 Measurement**

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

#### **8-26.5 Payment**

Payment for the lump sum bid item "Restoration" shall be full compensation of all labor, equipment and materials necessary to prepare for and apply seed, straw mulch, and any other activities incidental to final site cleanup.

## END OF SPECIAL PROVISIONS

# APPENDICES

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# APPENDIX A: PREVAILING WAGES

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## FEDERAL WAGE RATES

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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>.

## WASHINGTON STATE WAGE RATES

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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**

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WDFW HPA PERMIT # 2023-2-14+01; RECEIVED



# HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
Olympia, WA 98504-3234  
(360) 902-2200

Issued Date: February 24, 2023  
Project End Date: February 15, 2028

Permit Number: 2023-2-14+01  
FPA/Public Notice Number: N/A  
Application ID: 30814

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Chelan County Natural Resources Dept ATTENTION: Mike Kaputa 411 Washington St Wenatchee, WA 98801-2854	

**Project Name:** Ozburn FFFPP Culvert Replacement

**Project Description:** This project will remove a current fish passage barrier culvert on a private road crossing and replace it with a crossing designed to meet fish passage criteria. The culvert does not currently meet WDFW fish passage criteria for salmonids due to velocity and is only 33% passable. The project involves removal of an undersized 4.5-foot-span by 4.5-foot-rise corrugated metal pipe culvert and associated road fill, followed by installation of a 18-foot span by 10-foot rise precast concrete four-sided structure.

## PROVISIONS

### TIMING - PLANS - INVASIVE SPECIES CONTROL

1. **TIMING LIMITATION:** You may begin the project immediately and you must complete the project by 2/15/2028; provided: in-water work is done from July 15 - October 31 of any calendar year.
2. **APPROVED PLANS:** You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled "Ozburn - Eagle Cr - Final Plans - 022423.pdf", dated 02/24/2023, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.
3. **INVASIVE SPECIES CONTROL:** Follow Method 1 for low risk locations (i.e. clean/drain/dry). Thoroughly remove visible dirt and debris from all equipment and gear (including drive mechanisms, wheels, tires, tracks, buckets, and undercarriage) before arriving and leaving the job site to prevent the transport and introduction of invasive species. For contaminated or high risk sites please refer to the Method 2 Decontamination protocol. Properly dispose of any water and chemicals used to clean gear and equipment. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <https://wdfw.wa.gov/species-habitats/invasive/prevention>.

### NOTIFICATION REQUIREMENTS

4. **PRE-CONSTRUCTION CONTRACTOR MEETING:** You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least fourteen business days before starting work to arrange a pre-construction contractor meeting onsite. The notification must include the permittee's name, project location, starting date, and the Hydraulic Project Approval permit number.
5. **PRE-, DURING, AND POST-CONSTRUCTION NOTIFICATION:** You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, one day before removing the temporary bypass and again within seven days after completing the work. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit





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number. The Washington Department of Fish and Wildlife may conduct inspections during and after construction; however, the Washington Department of Fish and Wildlife will notify you or your agent before conducting the inspection.

6. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION: If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

7. PHOTOGRAPHS: You, your agent, or contractor must take photographs of the job site before the work begins and after the work is completed. You must upload the photographs to the post-permit requirement page in the Aquatic Protection Permitting System (APPS) or mail them to Washington Department of Fish and Wildlife at Post Office Box 43234, Olympia, Washington 98504-3234 within 30-days after the work is completed.

## STAGING, JOB SITE ACCESS, AND EQUIPMENT

8. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

9. Clearly mark boundaries to establish the limit of work associated with site access and construction.

10. Limit the removal of native bankline vegetation to the minimum amount needed to construct the project.

11. Equipment used for this project may operate waterward of the ordinary high water line, provided the drive mechanisms (wheels, tracks, tires, etc.) do not enter or operate waterward of the ordinary high water line.

12. Remove soil or debris from the drive mechanisms (wheels, tires, tracks, etc.) and undercarriage of equipment prior to operating the equipment waterward of the ordinary high water line.

13. If wet or muddy conditions exist, in or near a riparian zone or wetland area, use equipment that reduces ground pressure.

14. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.

15. Use environmentally acceptable lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols in equipment operated in or near the water.

## CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

16. Work in the dry watercourse (when no natural flow is occurring in the channel, or when flow is diverted around the job site).

17. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete.

18. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.

19. Erosion and sediment control used for the project, must be certified free of noxious weeds and their seeds.

20. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.

21. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.

22. Route construction water (wastewater) from the project to an upland area above the limits of anticipated floodwater. Remove fine sediment and other contaminants before discharging the construction water to waters of the state.



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23. Deposit all trash from the project at an appropriate upland disposal location.

### CONSTRUCTION MATERIALS

24. Store all construction and deconstruction material in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

25. Do not stockpile construction material waterward of the ordinary high water line.

26. Use only clean, suitable material as fill material (no trash, debris, car bodies, tires, asphalt, concrete, etc.).

27. To prevent leaching, construct forms to contain any wet concrete. Place impervious material over wet concrete that will come in contact with waters of the state. Forms and impervious materials must remain in place until the concrete is cured.

### IN-WATER WORK AREA ISOLATION USING A TEMPORARY BYPASS

28. Isolate fish from the work area by using either a total or partial bypass to reroute the stream through a temporary channel or pipe.

29. Provide fish passage during times of the year when fish are expected to migrate.

30. Sequence the work to minimize the duration of dewatering.

31. Use the least-impacting feasible method to temporarily bypass water from the work area. Consider the physical characteristics of the site and the anticipated volume of water flowing through the work area.

32. The hydraulic capacity of the stream bypass must be equal to or greater than the peak flow event expected when the bypass will be operated.

33. Design the temporary bypass to minimize the length of the dewatered stream channel.

34. During all phases of bypass installation and decommissioning, maintain flows downstream of the project site to ensure survival of all downstream fish.

35. Install a cofferdam or similar device at the upstream and downstream end of the bypass to prevent backwater from entering the work area.

36. Return diverted water to the channel immediately downstream of the work area. Dissipate flow energy from the diversion to prevent scour or erosion of the channel and bank.

37. If the diversion inlet is a gravity diversion that provides fish passage, place the diversion outlet where it facilitates gradual and safe reentry of fish into the stream channel.

38. If the bypass is a pumped diversion, once started it must run continuously until it is no longer necessary to bypass flows. This requires back-up pumps on-site and twenty-four-hour monitoring for overnight operation.

39. If pumping is required prior to defishing a WDFW approved fish screen is required. Please refer to the attached document "WDFW Fish Screens for Construction Dewatering" dated 9/20/2021.

40. The fish screen must remain in place whenever water is withdrawn from the stream through the pump intake.

41. Remove fish screens on dewatering pumps in the isolated work area only after all fish are safe and excluded from the work area.

42. Isolate pump hose intakes with block nets so that fish cannot get near the intake.

### FISH LIFE REMOVAL

43. Please submit a final "CONSTRUCTION DEWATERING PLAN" and/or "FISH REMOVAL PLAN" to APPS prior to the pre-construction meeting.

44. All persons participating in capture and removal must have training, knowledge, and skills in the safe handling of



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fish life.

45. If electrofishing is conducted, a person with electrofishing training must be on-site to conduct or direct all electrofishing activities.

46. If personnel are available, the Washington Department of Fish and Wildlife and affected tribes may help capture and move fish life from the job site.

47. Place block nets upstream and downstream of the in-water work area before capturing and removing fish life.

48. Capture and safely move fish life from the work area to the nearest suitable free-flowing water.

### 49. LAMPREY DETECTION & SALVAGE

50. After all other fish have been excluded from the work area, electrofishing shall be conducted to detect if any larval pacific lampreys are present in the work area. Use either a lamprey-specific electrofisher or specialized settings for lamprey capture on a standard backpack electrofisher, to detect and salvage juvenile lampreys from the project site. Electrofishing shall be conducted following the recommendations for sampling larval pacific lamprey found in the USFWS Best Management Practices to Minimize Adverse Effects to Pacific Lamprey:

<http://www.fws.gov/oregonfwo/species/data/pacificlamprey/>

### CULVERT REMOVAL & BOX CULVERT INSTALL

51. Remove the culvert in the dry, in isolation from the stream flow by using a bypass channel or culvert, or by pumping the stream flow around the work area.

52. Use material for the approaches that is structurally stable and that will not harm fish life if it erodes into the water.

53. Design and construct the box culvert with a minimum 2 feet clearance to pass water, ice, large wood, and associated woody material and sediment likely to move under the bridge during the 100-year flood flows.

54. Install and maintain the culvert to ensure unimpeded fish passage.

55. The authorized culvert is a 4-sided, box culvert design.

56. The length of the culvert must not exceed 40 feet.

57. The width of the channel bed inside a stream simulation culvert at the elevation of the stream bed must be equal to or greater than 1.2 times the average channel bed width plus two feet. At this location, the channel bed must be equal to or greater than 3.5 feet.

58. Set the stream simulation culvert at the same gradient as the prevailing stream gradient of two (2) percent.

59. Protect structural fill associated with the culvert installation from erosion to the 100-year peak flow.

60. Establish the culvert invert elevation with reference point(s) or benchmark(s) created before to starting work on this project. Clearly mark and preserve the reference point(s) for post-project compliance. Before backfilling, confirm the invert elevation, as stated on the plans, relative to the reference points with at least a construction-grade leveling device (such as an optical auto-level or laser level).

61. Route the construction water (wastewater) from the project to an upland area above the limits of anticipated floodwater. Remove fine sediment and other contaminants before discharging the construction water to waters of the state.

62. The owner(s) must maintain the culvert to ensure it provides continued, unimpeded fish passage. If the culvert becomes a hindrance to fish passage, the owner must obtain a Hydraulic Project Approval and provide prompt repair.

### DEMOBILIZATION AND CLEANUP

63. Return water flow slowly to the in-water work area to prevent the downstream release of sediment laden water. If necessary, install silt fencing above the bypass outlet to capture sediment during re-watering of the channel.

64. Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the



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Olympia, WA 98504-3234  
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extent possible.

65. To prevent fish from stranding, backfill trenches, depressions, and holes in the bed that may entrain fish during high water or wave action.

66. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.

67. To minimize sediment delivery to the stream or stream channel, do not return in-stream flows to the work area until all in-channel work is completed and the bed and banks are stabilized.

68. Stabilize the bed with clean material sized to match undisturbed sediments.

69. Remove non-biodegradable temporary erosion and sediment control methods after the job site is stabilized or within three months of project completion, whichever is sooner.

70. Seed areas disturbed by construction activities with a native seed mix suitable for the site that has at least one quick-establishing plant species.

71. Replant the job site with the plant species composition and planting densities defined in "Appendix E. Ozburn Planting Plan.pdf", provided

72. Complete replanting of riparian vegetation no later than November 15, after project completion per the approved plan. Maintain plantings for at least three years to ensure at least eighty percent of the shrub and eighty percent of the tree plantings survive. Failure to achieve the eighty percent survival in year three of either the shrub or tree plantings will require you to submit a plan with follow-up measures to achieve requirements or reasons to modify requirements.

73. An annual report of plant survival must be uploaded to APPS ID: 30814 in the Aquatic Protection Permitting System by December 31st of the first full year following initial planting, and by December 31st for the subsequent 2 years post-planting. A field visit with WDFW staff is required to verify the 3 year, 80 percent survival was achieved for the project. To schedule a field visit, please email [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov).

LOCATION #1:	Site Name: Ozburn 40 Broken O Ln, Leavenworth, WA 98826					
WORK START:	February 24, 2023			WORK END:	February 10, 2028	
<u>WRIA</u>	<u>Waterbody:</u>			<u>Tributary to:</u>		
45 - Wenatchee	Eagle Creek (lb)			Chumstick Canyon Creek		
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	29	25 N	18 E	47.62981	-120.63221	Chelan
<u>Location #1 Driving Directions</u>						

APPLY TO ALL HYDRAULIC PROJECT APPROVALS



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This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in civil action against you, including, but not limited to, a stop work order or notice to comply, and/or a gross misdemeanor criminal charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.

**MINOR MODIFICATIONS TO THIS HPA:** You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov). You should allow up to 45 days for the department to process your request.



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**MAJOR MODIFICATIONS TO THIS HPA:** You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov). You should allow up to 45 days for the department to process your request.

### APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

**A. INFORMAL APPEALS:** WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

**B. FORMAL APPEALS:** WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.





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A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

Habitat Biologist      [ken.muir@dfw.wa.gov](mailto:ken.muir@dfw.wa.gov)  
Ken Muir      509-670-3291

A handwritten signature in blue ink, appearing to read "Ken Muir".

for Director  
WDFW

# **APPENDIX C: CONTRACT DRAWINGS**

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