

# **CONTRACT PROVISIONS**

## **Lower Camas Meadows Restoration Project**

May 2024



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

PAGE LEFT BLANK INTENTIONALLY

Chelan County Natural Resources Department

# Lower Camas Meadows Restoration Project

Bid Opening: Monday June 17<sup>th</sup>, 2024 at 11:00 AM PDT

**Notice to All Plan Holders:**

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

**Contracting Agency:**

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

**Contracting Officer**

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

**Project Manager:**

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

**Project Engineer:**

Megan Nelson  
Natural Systems Design  
Phone: 206-714-0401  
Email: [megan@naturaldes.com](mailto:megan@naturaldes.com)



PAGE LEFT BLANK INTENTIONALLY

# TABLE OF CONTENTS

---

<u>SECTION TITLE</u>	<u>PAGE NUMBER</u>
<b>BID SUBMITTAL PACKAGE</b>	
BIDDING CHECKLIST	9
BIDDING INSTRUCTIONS	11
INVITATION TO BID	13
BID PROPOSAL FORM	18
BID PROPOSAL DECLARATION	21
BID PROPOSAL BOND	23
BIDDER INFORMATION	25
NON-COLLUSION DECLARATION	27
SUBCONTRACTOR LIST	29
CERTIFICATION REGARDING DEBARMENT	31
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES	34
CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE TRAINING	36
BONDING AND CLAIMS	38
<b>CONSTRUCTION CONTRACT PACKAGE</b>	
AGREEMENT	42
PERFORMANCE AND PAYMENT BOND	44
NOTICE OF AWARD	46
NOTICE TO PROCEED	48
CERTIFICATE OF SUBSTANTIAL COMPLETION	52
CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBT AND CLAIMS	55
CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS	57
CONSENT OF SURETY TO FINAL PAYMENT	59
<b>SPECIAL PROVISIONS</b>	
DIVISION 1 GENERAL REQUIREMENTS	65
DIVISION 2 EARTHWORK	111
DIVISION 4 BASES	119
DIVISION 5 SURFACE TREATMENTS AND PAVEMENTS	121
DIVISION 6 STRUCTURES	122
DIVISION 8 MISCELLANEOUS CONSTRUCTION	130
DIVISION 9 MATERIALS	148
<b>APPENDICES</b>	
APPENDIX A: PREVAILING WAGES	
APPENDIX B: PROJECT PERMITS	
APPENDIX C: GEOTECHNICAL ENGINEERING REPORT	
APPENDIX D: WSDOT STANDARD DETAILS- BEAM GUARDRAIL TYPE 31	
APPENDIX E: EXAMPLE CULVERT STRUCTURE DETAILS AND SHOP DRAWINGS (CONTECH)	
APPENDIX F: CONTRACT DRAWINGS	

PAGE LEFT BLANK INTENTIONALLY

# **BID SUBMITTAL PACKAGE**

PAGE LEFT BLANK INTENTIONALLY



## BIDDING CHECKLIST

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

Please check to make sure you have accomplished the following:

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

PAGE LEFT BLANK INTENTIONALLY

## BIDDING INSTRUCTIONS

### A. BID OPENING

The Chelan County Board of County Commissioners will open sealed bids and publicly read them aloud on Monday, June 17<sup>th</sup>, 2024, at 11:00 AM PDT or as soon thereafter as the matter may be heard, at the Board of Commissioners Office, Chelan County Administration Building, 400 Douglas Street Suite 201, Wenatchee, Washington, for the implementation of Chelan County Natural Resources Department Lower Camas Meadows Restoration 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 Lower Camas Meadows Restoration Project**”.

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

### B. BID CONTENTS

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

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

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

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

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

### C. CLARIFICATION OF BID

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

#### D. BID BOND

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

#### E. BID REVIEW AND EVALUATION

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

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

#### F. CONTRACT DOCUMENTS FOLLOWING AWARD

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

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

#### G. CANCELLATION BY COUNTY

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

## INVITATION TO BID

---

### Lower Camas Meadows Restoration 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, June 17<sup>th</sup>, 2024, at 11:00 AM PDT for the Chelan County Natural Resources Project, “**Lower Camas Meadows Restoration Project**”.

**Chelan County Natural Resources Project: Lower Camas Meadows Restoration Project**, Chelan County, WA. This contract provides for the removal of a 92” pipe arch culvert and installation of a 15’9” Span by 8’ rise aluminum box culvert on Camas Creek. Channel grade control structures and a series of Engineered Log Jams (ELJ’s) will also be installed throughout the project area. This work includes, but is not limited to installation, maintenance and restoration of temporary construction access routes and staging areas; road closures and temporary traffic control as needed to safely deliver, handle, and stage equipment and materials as well as safely direct traffic around the project area; structure, channel, and roadway excavation; roadway grading and paving; temporary erosion and sediment control; design, procurement, and installation of the new road crossing structure; procurement, handling and installation of large wood within Camas Creek; protection of sensitive areas; construction surveying required to perform the aforementioned tasks; and all other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the WSDOT Standard Specifications for Road, Bridge and Municipal Construction and addenda thereto.

All onsite work shall occur between the dates of September 3<sup>rd</sup> and October 31<sup>st</sup>, 2024 and the project shall be substantially complete no later than October 31<sup>st</sup>, 2024. The estimated range of probable cost is \$549,600 - \$607,400 excluding WSST.

A **Mandatory** Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on June 6<sup>th</sup>, 2024 at 11:00 AM. Attendees should meet at the project site. From US- 97, turn onto Camas Creek Road and travel roughly 3 miles to the junction of Camas Creek Road and NF-7200. A minimum of one representative from each Prime Contractor that intends to submit a bid is required to attend.

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

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

All bids shall be marked “LOWER CAMAS MEADOWS RESTORATION PROJECT” on the outside of the envelope. The Board of County Commissioners reserves the right to reject any or all bids for cause.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

**BOARD OF CHELAN COUNTY COMMISSIONERS**

\_\_\_\_\_  
KEVIN OVERBAY, CHAIRMAN

ATTEST: ANABEL TORRES

\_\_\_\_\_  
SHON SMITH, COMMISSIONER

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
TIFFANY GERING, COMMISSIONER

PAGE LEFT BLANK INTENTIONALLY

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



PAGE LEFT BLANK INTENTIONALLY

## BID PROPOSAL FORM

### Lower Camas Meadows Restoration 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:

<b>LOWER CAMAS MEADOWS RESTORATION PROJECT BID SCHEDULE</b>						
<b>Item</b>	<b>Spec #</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
1	1-09.7	MOBILIZATION [10%]	LS	1		
2	1-05.4	SURVEY	LS	1		
3	1-07.17	UTILITY RELOCATION	LS	1		
4	1-10.2	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1		
5	2-03	REMOVAL OF PAVEMENT	SY	333		
6	2-03	ROADWAY EXCAVATION	CY	420		
7	2-03	NATIVE BACKFILL	CY	420		
8	2-03 & 9-03.14(3)	IMPORTED FILL	CY	279		
9	2-09	REMOVAL OF EXISTING CULVERT AND WEIR	LS	1		
10	6-06	BEAM GUARDRAIL - TYPE 31	LF	303		
11	6-06	BEAM GUARDRAIL - TYPE 31 NON-FLARED TERMINAL	EA	4		
12	6-06	BEAM GUARDRAIL PLACEMENT - 25' SPAN	EA	2		
13	6-20	CULVERT STRUCTURE	LS	1		
14	8-05	TEMPORARY ACCESS AND STAGING	LS	1		
15	8-19	TYPE 1 LOG STRUCTURE [MATERIALS AND INSTALL]	EA	8		
16	8-21	PERMANENT SIGNAGE	LS	1		
17	8-26	MEADOW PROTECTION MATS	SF	7500		
18	8-30	VALLEY GRADE CONTROL: ROOTWADS	EA	10		

19	8-30	VALLEY GRADE CONTROL: LOGS	EA	9		
20	8-30	VALLEY GRADE CONTROL: BOLTED CONNECTIONS	EA	18		
21	8-30	VALLEY GRADE CONTROL INSTALL	LS	1		
22	9-02.1	HMA CL. 3/8 IN. PG 64-28	TN	55		
23	9-03.9(3)	CRUSHED SURFACING BASE COURSE - GRAVEL SURFACING	TN	238		
24	9-03.9(3)	CRUSHED SURFACING BASE COURSE - ASPHALT PAVING SUBBASE	TN	186		
25	9-03.11	STREAMBED SEDIMENT	TN	497		
26	9-03.11	STREAMBED COBBLES - 10"	TN	514		
27	9-03.11	STREAMBED BOULDERS: TYPE 1-2	TN	141		
<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.

\_\_\_\_\_  
 PRINT BIDDER NAME

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 SIGNATURE OF PRINCIPAL OR OFFICER

PAGE LEFT BLANK INTENTIONALLY

### BID PROPOSAL DECLARATION

To the Chelan County Board of County Commissioners:

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

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

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

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

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

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

\_\_\_\_\_  
PRINT BIDDER NAME SIGNATURE OF PRINCIPAL OR OFFICER

\_\_\_\_\_  
MAILING ADDRESS CITY STATE ZIP

\_\_\_\_\_  
PRINT NAME OF SIGNATORY TITLE

\_\_\_\_\_  
TELEPHONE FAX

\_\_\_\_\_  
STATE REGISTRATION NUMBER STATE UBI NUMBER

PAGE LEFT BLANK INTENTIONALLY

### BID PROPOSAL BOND

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

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following construction to wit: **Chelan County Natural Resources Project: Lower Camas Meadows Restoration Project**, Chelan County, WA. This contract provides for the removal of a 92” pipe arch culvert and installation of a 15’9” Span by 8’ rise aluminum box culvert on Camas Creek. Channel grade control structures and a series of Engineered Log Jams (ELJ’s) will also be installed throughout the project area. This work includes, but is not limited to installation, maintenance and restoration of temporary construction access routes and staging areas; road closures and temporary traffic control as needed to safely deliver, handle, and stage equipment and materials as well as safely direct traffic around the project area; structure, channel, and roadway excavation; roadway grading and paving; temporary erosion and sediment control; design, procurement, and installation of the new road crossing structure; procurement, handling and installation of large wood within Camas Creek; protection of sensitive areas; construction surveying required to perform the aforementioned tasks; and all other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the WSDOT Standard Specifications for Road, Bridge and Municipal Construction and addenda thereto.

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

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

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

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRINT PRINCIPAL’S NAME

\_\_\_\_\_  
PRINT SURETY’S NAME

\_\_\_\_\_  
SIGNATURE: AUTHORIZED PRINCIPAL/OFFICER

\_\_\_\_\_  
SIGNATURE: SURETY/AUTHORIZED AGENT

\_\_\_\_\_  
ATTORNEY-IN-FACT, SURETY

PAGE LEFT BLANK INTENTIONALLY



**BIDDER INFORMATION**

---

**PROJECT:** Lower Camas Meadows Restoration Project

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

**CONTRACTOR:**

\_\_\_\_\_  
 NAME (Exactly as Registered) \_\_\_\_\_  
 TELEPHONE NO.

\_\_\_\_\_  
 ADDRESS

\_\_\_\_\_  
 CITY \_\_\_\_\_  
 STATE \_\_\_\_\_  
 ZIP

\_\_\_\_\_  
 REGISTRATION NO. \_\_\_\_\_  
 EXPIRATION DATE \_\_\_\_\_  
 FEDERAL TAX ID \_\_\_\_\_  
 UBI NO.

SOLE PROPIERTORSHIP  PARTNERSHIP  CORPORATION   
 JOINT VENTURE  LLC

PRINCIPALS:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

PAGE LEFT BLANK INTENTIONALLY

## 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.

PAGE LEFT BLANK INTENTIONALLY

## SUBCONTRACTOR LIST

---

*Prepared in compliance with RCW 39.30.060 as amended*

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

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

### SECTION A. OWNER REQUIRED SUBCONTRACTOR LIST

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

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

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Signature \_\_\_\_\_

**OR There are subcontractors that meet the above requirements.**

Subcontractor Name \_\_\_\_\_  
Bid Item No. \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_ State Contractor's Lic. No. \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Bid Item No. \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_ State Contractor's Lic. No. \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Bid Item No. \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_ State Contractor's Lic. No. \_\_\_\_\_

PAGE LEFT BLANK INTENTIONALLY

## CERTIFICATION REGARDING DEBARMENT

---

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

### BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE

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

Business Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
*(Authorized Signature)*

\_\_\_\_\_  
*(Name and Title)*

**INSTRUCTIONS FOR CERTIFICATION**

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



PAGE LEFT BLANK INTENTIONALLY

## CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

---

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

\_\_\_\_\_  
BIDDER’S BUSINESS NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL\*

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

*Check One:*

Sole Proprietorship  Partnership  Joint Venture  Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

\_\_\_\_\_

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

\_\_\_\_\_

*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

PAGE LEFT BLANK INTENTIONALLY

## CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE TRAINING

---

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

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

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

---

BUSINESS NAME

UNIFIED BUSINESS IDENTIFIER (UBI)

---

SIGNATURE OF AUTHORIZED OFFICIAL\*

---

PRINTED NAME

*\*Check one option below and provide details*

Option A  Labor and Industries Prevailing Wage Training Completion

---

L&I Prevailing Wages Training Completion Date

Option B  Exemption from Training Requirement

---

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

---

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

---

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

PAGE LEFT BLANK INTENTIONALLY

### BONDING AND CLAIMS

BONDING COMPANY NAME (Exactly as Registered)

ADDRESS

CITY

STATE

ZIP

REGISTRATION BOND NO.

\$

AMOUNT

EXPIRATION DATE

Are there claims pending against your bond?  Yes  No

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

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

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

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

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

PAGE LEFT BLANK INTENTIONALLY

# **CONSTRUCTION CONTRACT PACKAGE**



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

# AGREEMENT

---

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

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

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction of the **Lower Camas Meadows Restoration Project** in accordance with the CONTRACT DOCUMENTS.
2. The CONTRACTOR will commence the work required by this contract on a date to be specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall complete all on-site work as indicated on the Drawings between the dates of September 3<sup>rd</sup> and October 31<sup>st</sup>, 2024. The Project shall be substantially complete by October 31<sup>st</sup>, 2024.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ \_\_\_\_\_ or as shown in the BID schedule (*Not including Washington State Sales Tax*). Washington State Sales Tax will be paid by the CONTRACTING AGENCY on Progress Payment Base amounts at the time of "Contractor's Application for Payment".
5. The CONTRACTOR shall submit applications for payment in accordance with the 2024 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (Standard Specifications). Applications for payment shall be submitted to the CONTRACTING AGENCY.
6. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) BIDDING INSTRUCTIONS
  - (B) INVITATION TO BID
  - (C) BID PROPOSAL
  - (D) BID PROPOSAL DECLARATION
  - (E) BID PROPOSAL BOND
  - (F) BIDDER INFORMATION
  - (G) NON-COLLUSION DECLARATION
  - (H) SUBCONTRACTORS LIST
  - (I) CERTIFICATION REGARDING DEBARMENT
  - (J) BONDING AND CLAIMS
  - (K) CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES
  - (L) CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE TRAINING
  - (M) PERFORMANCE AND PAYMENT BOND
  - (N) NOTICE OF AWARD
  - (O) NOTICE TO PROCEED
  - (P) CHANGE ORDER(s)
  - (Q) ADDENDA:
    - No. \_\_\_\_\_ Dated \_\_\_\_\_, 202\_\_
    - No. \_\_\_\_\_ Dated \_\_\_\_\_, 202\_\_
    - No. \_\_\_\_\_ Dated \_\_\_\_\_, 202\_\_
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

**CONTRACTING AGENCY**

**CONTRACTOR**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE (SEAL)

\_\_\_\_\_  
ADDRESS

ATTEST:  
Clerk of the Board

\_\_\_\_\_  
TITLE (SEAL)

\_\_\_\_\_  
SIGNATURE

EMPLOYER ID  
NUMBER: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

ATTEST:

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

**PERFORMANCE AND PAYMENT BOND**

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

CONTRACTOR NAME

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

**Lower Camas Meadows Restoration 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** Lower Camas Meadows Restoration Project

The CONTRACTING AGENCY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated May 20<sup>th</sup>, 2024, and Information for Bidders.

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

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

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

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

\_\_\_\_\_  
CONTRACTING OFFICER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

PAGE LEFT BLANK INTENTIONALLY

**NOTICE TO PROCEED**

**DATED** \_\_\_\_\_

**TO** \_\_\_\_\_

**PROJECT** Lower Camas Meadows Restoration Project

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, on or after \_\_\_\_\_, and you are to attain Substantial Completion, as determined by the Contracting Agency, on or before October 31<sup>st</sup>, 2024.

\_\_\_\_\_  
CONTRACTING OFFICER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE



PAGE LEFT BLANK INTENTIONALLY

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

PAGE LEFT BLANK INTENTIONALLY

### CERTIFICATE OF SUBSTANTIAL COMPLETION

**PROJECT:** Lower Camas Meadows Restoration  
Project

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

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

**COUNTY OF:** CHELAN **CONTRACT DATED:** \_\_\_\_\_

**DATE OF ISSUANCE:** \_\_\_\_\_

**Project or Designated Portion Shall Include:**

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

**Definition of Date of Substantial Completion**

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

\_\_\_\_\_  
CONTRACTOR BY DATE

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

\_\_\_\_\_  
CHELAN COUNTY COMMISSIONER BY DATE

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



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

---

PAGE LEFT BLANK INTENTIONALLY

### CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBT AND CLAIMS

**PROJECT:** Lower Camas Meadows Restoration Project

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

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

**STATE OF:** WASHINGTON

**CONTRACT FOR:** \_\_\_\_\_  
**CONTRACT**

**COUNTY OF:** CHELAN

**DATED:** \_\_\_\_\_

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

**Exceptions are as follows:**

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

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

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

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

Subscribed and sworn to before me  
this \_\_ day of \_\_\_\_\_ 20\_\_.

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

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME OF NOTARY PUBLIC

\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
COMMISSION EXPIRATION DATE

PAGE LEFT BLANK INTENTIONALLY



### CONTRACTOR’S AFFIDAVIT OF RELEASE OF LIENS

**PROJECT:** Lower Camas Meadows Restoration  
Project

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

CONTRACTING AGENCY   
ENGINEER   
CONTRACTOR   
SURETY   
OTHER

**STATE OF:** WASHINGTON

**CONTRACT FOR:** \_\_\_\_\_

**COUNTY OF:** CHELAN

**CONTRACT DATED:** \_\_\_\_\_

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

**Exceptions are as follows:**

\_\_\_\_\_  
\_\_\_\_\_

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

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

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

Subscribed and sworn to before me  
this \_\_ day of \_\_\_\_\_ 20\_\_.

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

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME OF NOTARY PUBLIC

\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
COMMISSION EXPIRATION DATE

PAGE LEFT BLANK INTENTIONALLY

### CONSENT OF SURETY TO FINAL PAYMENT

**PROJECT:** Lower Camas Meadows Restoration Project

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

**CONTRACTING AGENCY**   
**ENGINEER**   
**CONTRACTOR**   
**SURETY**   
**OTHER**

**STATE OF:** WASHINGTON      **CONTRACT FOR:** \_\_\_\_\_  
**CONTRACT**  
**COUNTY OF:** CHELAN                      **DATED:** \_\_\_\_\_

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

PAGE LEFT BLANK INTENTIONALLY

# **SPECIAL PROVISIONS**

PAGE LEFT BLANK INTENTIONALLY

## LOWER CAMAS MEADOWS RESTORATION PROJECT

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

**All Contract Administration will be handled by:**

Hannah Pygott; Contracting Officer  
Chelan County Natural Resources Department  
Phone: 509-670-9306  
Email: [hannah.pygott@co.chelan.wa.us](mailto:hannah.pygott@co.chelan.wa.us)

**All Site visits will be handled by:**

Bryan Maloney; Project Manager  
Chelan County Natural Resources Department  
Phone: 509-670-1772  
Email: [bryan.maloney@co.chelan.wa.us](mailto:bryan.maloney@co.chelan.wa.us)

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

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

### DIVISION 1 – GENERAL REQUIREMENTS

1-05.4 Conformity with and Deviations from Plans and Stakes

### DIVISION 2 – EARTHWORK

2-01 Clearing, Grubbing, and Roadside Cleanup  
2-03 Roadway Excavation  
2-09 Structure Excavation

### DIVISION 4 – BASES

4-04 Ballast and Crushed Surfacing

### DIVISION 5 – SURFACE TREATMENTS

5-04 Hot Mix Asphalt

### DIVISION 6 – STRUCTURES

6-06 Bridge Railings  
6-20 Buried Structures

**Project Engineer:**

Megan Nelson  
Natural Systems Design  
Phone: 206-714-0401  
Email: [megan@naturaldes.com](mailto:megan@naturaldes.com)

### DIVISION 8 – MISCELLANEOUS CONSTRUCTION

8-01 Erosion Control and Water Pollution Prevention  
8-05 Temporary Access and Staging  
8-19 Engineered Logjam Construction  
8-26 Meadow Protection Mats  
8-21 Road Signage  
8-30 Water Crossings

### DIVISION 9 – MATERIALS

**APPENDICES**

**INTRODUCTION TO THE SPECIAL PROVISIONS  
AND TECHNICAL SPECIFICATIONS**

*(December 10, 2020 APWA GSP)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2024 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

- (March 8, 2013 APWA GSP)* = Identifies APWA GSP and date created
- (April 1, 2013 WSDOT GSP)* = Identifies WSDOT GSP and date created
- (\*\*\*\*\*)* = Identifies project specific Special Provision

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects-FP-14*, Federal Highway Administration, current
- *Sign and Poster Guidelines for the Forest Service*, United States Department of Agriculture Engineering Staff, current

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

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



**DIVISION 1  
GENERAL REQUIREMENTS**

**1-01 DEFINITIONS AND TERMS**

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

**Description of Work**

**Chelan County Natural Resources Project:** Lower Camas Meadows Restoration Project, Chelan County, WA. This contract provides for the removal of a 92” pipe arch culvert and installation of a 15’9” Span by 8’ rise aluminum box culvert on Camas Creek. Channel grade control structures and a series of Engineered Log Jams (ELJ’s) will also be installed throughout the project area. This work includes, but is not limited to installation, maintenance and restoration of temporary construction access routes and staging areas; road closures and temporary traffic control as needed to safely deliver, handle, and stage equipment and materials as well as safely direct traffic around the project area; structure, channel, and roadway excavation; roadway grading and paving; temporary erosion and sediment control; design, procurement, and installation of the new road crossing structure; procurement, handling and installation of large wood within Camas Creek; protection of sensitive areas; construction surveying required to perform the aforementioned tasks; and all other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the WSDOT Standard Specifications for Road, Bridge and Municipal Construction and addenda thereto.

**1-01.3 Definitions**

(January 19, 2022 APWA GSP)

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

**Dates**

**Bid Opening Date**

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

**Award Date**

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

**Contract Execution Date**

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

**Notice to Proceed Date**

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

**Substantial Completion Date**

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

**Physical Completion Date**

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

**Completion Date**

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

**Final Acceptance Date**

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

Section 1-01.3 is supplemented with the following:

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

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

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

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

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

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

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

**Additive**

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

**Alternate**

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

**Business Day**

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

**Contract Bond**

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

**Contract Documents**

See definition for “Contract”.

**Contract Time**

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

**Notice of Award**

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

**Notice to Proceed**

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

**Traffic**

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

**1-02 BID PROCEDURES AND CONDITIONS****1-02.1 Prequalification of Bidders**

This section is deleted and replaced with the following

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

**1-02.1 Qualifications of Bidder**

*(January 24, 2011 APWA GSP)*

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

The following new subsection is added:

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

**1-02.1(2) Project Specific Supplemental Qualifications Criteria**

The Contractor shall submit a “Statement of Qualifications” with this bid. The Contractor shall have prior experience with successful installation of at least three (3) similar projects in the last ten (10) years, at least one of which should include the installation of a buried culvert structure. Bidders can fulfill this requirement by completing the statement of qualifications within the bid documents, using additional sheets as necessary.

Projects qualified as “similar” are defined by:

- At least one project needs to have included the installation of a buried culvert structure.
- At least one project needs to have included handling and installation of large woody structures.

**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:

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

A **Mandatory** Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on June 6<sup>th</sup>, 2024 at 11:00 AM. Attendees should meet at the project site. From US- 97, turn onto Camas Creek Road and travel roughly 3 miles to the junction of Camas Creek Road and NF-7200. A minimum of one representative from each Prime Contractor that intends to submit a bid is required to attend.

### **1-02.4(2) Subsurface Information**

Supplement this section with the following:

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

A geotechnical assessment was completed for the project site by Aspect Consulting February 2024. This report has been included as Appendix C to these special provisions.

There are “Sensitive Avoidance Areas” called out in the Final Plans that are to be protected and avoided during construction. Staging areas and access routes are subject to change based on discovery of cultural resources or requests by WADNR. The Contracting Agency will flag the extents of staging area and access routes prior to the start of construction. High visibility fencing shall be installed and maintained by the Contractor in the areas shown on the Final Contract Drawings or as directed by the Contracting Agency.

### **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, June 17th, 2024. The bids received will be publicly opened and read on this date at **11:00 AM**, or as soon as possible thereafter.

**1-02.13 Irregular Proposals***(October 1, 2020 APWA GSP)*

Delete this section and replace it with the following:

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

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

2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - c. Receipt of Addenda is not acknowledged;
  - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - e. If Proposal form entries are not made in ink.
  - f. If a Proposal does not include or meet the Project Specific Supplemental Qualifications requirements as listed in section 1-02.1.

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

(May 17, 2018 APWA GSP, Option A)

Delete this section and replace with the following:

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

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

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

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

with any other Bidder until at least 2 business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

### **1-02.15 Pre-Award Information**

*(August 14, 2013 APWA GSP)*

Revise this section to read:

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

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

## **1-03 AWARD AND EXECUTION OF CONTRACT**

### **1-03.1 Consideration of Bids**

*(January 23, 2006 APWA GSP)*

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

**1-03.1(1) Identical Bid Totals**

*(January 4, 2016 APWA GSP)*

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked “Winner” and the other(s) marked “unsuccessful”. The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked “Winner” will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid are eligible to draw.

**1-03.3 Execution of Contract**

*(January 19, 2022 APWA GSP)*

Revise this section to read:

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

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

Within \*\*\*10 (ten)\*\*\* calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for a Construction Stormwater General Permit with sections I, III, and VIII completed as required and/or when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

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

### 1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

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

### 1-03.7 Judicial Review

(November 30, 2018 APWA GSP)

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency

headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

## **1-04 SCOPE OF WORK**

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

This section is revised to read:

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

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

*(December 10<sup>th</sup>, 2020 APWA GSP)*

Revise the second paragraph to read:

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

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

### **1-04.4 Changes**

*(January 19, 2022 APWA GSP)*

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

### **1-04.6 Variation in Estimated Quantities**

*(May 25, 2006 APWA GSP)*

Supplement this section with the following:

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

The quantities listed in the Bid Proposal Form are entered only to provide a common proposal for bidders. Variations to actual quantities required will be tracked in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. Such bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

**1-04.11 Final Cleanup**

Supplement this section with the following:

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

The Contractor shall repair, at no additional cost to the Contracting Agency, any damage to existing access routes, fences, gates, utilities, structures, and driveways that occurred as a result of activities conducted by the Contractor. All costs associated with performing the final cleanup shall be made incidental to other bid items in the Contract. This includes but is not limited to repairing any damage that occurs to existing pavement outside the limits of paving, existing structures, decorations, and vegetation. The use of rubber-tracked equipment is encouraged but not mandatory.

**1-05 CONTROL OF WORK**

**1-05.4 Conformity with and Deviations from Plans and Stakes**

Add the following new subsection:

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

**1-05.4(1) Contractor Surveying and Tolerances**

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

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the project. All calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. Electronic copies of alignments, surfaces, and/or points will be made available upon request by the Contractor.

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

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

1. Establishing or verifying primary horizontal and vertical control and expanding into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of all control to the Contracting Agency. The description shall include coordinates and elevations of all control points.



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

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

To Contractor shall ensure a surveying accuracy of within the following tolerances:

	<u>Vertical</u>	<u>Horizontal</u>
Structure subgrade	±0.05 ft	±0.25 ft
Structure footings	±0.05 ft	±0.25 ft
Streambed features	±0.50 ft	±0.50 ft
All other project elements	±0.10 ft	±0.25 ft

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

**1-05.4(2) Measurement**

No unit of measurement shall apply to the Lump Sum bid item, "Survey." The Contractor shall provide all materials and labor necessary to survey and identify the locations of all ELJs, the Valley Grade Control, and culvert/road raise work.

**1-05.4(3) Payment**

"Survey", per lump sum.

**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 due to the Contracting Agency as detailed in the respective section of the Standard Specifications and these Special Provisions.

NAME	SPEC. SECTION	NOTICE PERIOD
Clearing Limits	2-01.3(1)	3 days
Grading Stakes	2-03.3(14)M1	3 days
Wood Materials	8.26.3(1)	21 days

- 1-07.15 Spill Prevention, Control, and Countermeasure (SPCC) Plan
- 1-07.3(1) Fire Prevention Plan
- 1-08.3 Type A Project Schedule with working hours per day shown
- 1-10.2(2) Temporary Traffic Control Plan
- 6-06.3(0)C Type 3E Working Drawings for Metal Guardrail System(s)
- 6-20.3(2)A Type 2E Working Drawings for Contractor Designed Buried Structure(s)

- 8-01.3(1)A1 Temporary Erosion and Sediment Control Plan (including SWPPP)
- 8-01.3(1)C6 Hydraulic Fluid Catalog Cut
- 8-05 Temporary Construction Access and Staging Plan
- 8-19.3(2)A ELJ Construction Plan
- 8-21.2 Permanent Signage Plan
- 8-30 Culvert and Streambed Construction Plan
- 8-26 Meadow Protection Mats
- 8-30 Streambed Material Report (laboratory grain size analysis and photos with tape measure)

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

### **1-05.11 Final Inspection**

Delete this section and replace it with the following:

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

### **1-05.11 Final Inspections and Operational Testing**

*(October 1, 2005 APWA GSP)*

#### **1-05.11(1) Substantial Completion Date**

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

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

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

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

final inspection.

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

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

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

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

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

**1-05.12 Final Acceptance**

Section 1-05.12 is revised to the following:

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

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

The following new subsection is added:

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

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

*(August 14, 2013 APWA GSP)*

Delete the sixth and seventh paragraphs of this section.

Add the following new section:

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

### **1-05.16 Water and Power**

*(October 1, 2005 APWA GSP)*

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

### **1-05.15 Method of Serving Notices**

*(March 25, 2009 APWA GSP)*

Revise the second paragraph to read:

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

## **1-06 CONTROL OF MATERIAL**

### **1-06.1 Approval of Materials Prior to Use**

#### **1-06.1(4) Fabrication Inspection Expense**

*(June 27, 2011 AWPA GSP)*

Delete this section in its entirety.

The following new subsection is added:

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

#### **1-06.2 BUY AMERICA DOMESTIC PROCUREMENT PREFERENCE [Public Law 117-58, Sec. 70911-70917 of IJA]**

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

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

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

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

For further information on the Buy America preference, please visit

[www.doi.gov/grants/BuyAmerica](http://www.doi.gov/grants/BuyAmerica) . Additional information can also be found at the White House Made in America Office website: [www.whitehouse.gov/omb/management/made-in-america/](http://www.whitehouse.gov/omb/management/made-in-america/) .

### **Waivers**

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at:

[www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers](http://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers). If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to

request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to [www.doi.gov/grants/buyamerica](http://www.doi.gov/grants/buyamerica) and are subject to public comment periods of no less than 15 days.

Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of infrastructure expenditures (includes Federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made ( e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Approved waivers will be posted at [www.doi.gov/grants/BuyAmerica/ApprovedWaivers](http://www.doi.gov/grants/BuyAmerica/ApprovedWaivers); recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

To request a waiver, contact Bryan Maloney with Chelan County Natural Resources Department at [bryan.Maloney@co.chelan.wa.us](mailto:bryan.Maloney@co.chelan.wa.us).

## Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);

- Glass (including optic glass);
- Lumber; or
- Drywall.

"Construction Materials" does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States

## **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

### **1-07.1 Laws to be Observed**

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

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

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



**1-07.2 State Taxes**

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

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

**1-07.2 State Sales Tax**

*(June 27, 2011 APWA GSP)*

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

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

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

**1-07.2(1) State Sales Tax — Rule 171**

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

**1-07.2(2) State Sales Tax — Rule 170**

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

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

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

### **1-07.2(3) Services**

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

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

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

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

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

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

The contractor must develop and submit a Fire Prevention Plan.

### **1-07.5 Environmental Regulations**

#### **1-07.5(1) General**

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

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

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

The Contractor shall notify the Contracting Agency a minimum of \*\*\* 5 \*\*\* calendar days prior to commencing any work in sensitive areas, mitigation areas, and wetland buffers. Installation of construction fencing is excluded from this notice requirement.

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

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

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

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

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

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

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

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

Work below Ordinary-High-Water Mark of Camas Creek is subject to project permits which restrict such work to occur between September 3<sup>rd</sup> and October 31<sup>st</sup> of a given calendar year assuming that there is no water present at the site and that there are no sensitive species at time of construction. However, all work including mobilization and demobilization shall be complete between the dates of ENTER WORK WINDOW RANGE. in order to minimize impacts to the residents.

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

construction related delays associated with delays in permit approval and/or receipt. The Contractor will be solely responsible for any violations arising out of commencement of work prior to the receipt of necessary permit approvals.

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.	STATUS
Nationwide Permit	USACOE	NWS-2024-157	Submitted
Hydraulic Project Approval	WDFW	Application ID: 34971	Submitted
Road Use Permit	U.S. Forest Service	TBD	Pending Submittal
Work in Right-of-Way Permit	Chelan County Public Works	TBD	Pending Submittal

## 1-07.9 Wages

### 1-07.9(1) General

*(January 6, 2020)*

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

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

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

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

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

The State Prevailing Wage rates incorporated in this contract are applicable to all construction activities associated with this contract and in effect for Chelan County at the time of Bid Opening. Wage Determinations, prevailing wage rates, and benefit key codes established by the

State of Washington's Department of Labor and Industries are posted and updated at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>.

### **1-07.9(5) Required Documents**

*(January 3, 2020 APWA GSP)*

Delete this section and replace it with the following:

#### **General**

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

#### **Intent and Affidavits**

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

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

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

#### **Certified Payrolls**

Certified payrolls are required to be submitted by the Contractor for themselves, all Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly on all Federal-aid projects and no less than monthly on State funded projects. Certified Payroll Reports (CPR's) are required to be submitted for review by the Contracting Agency prior to payment of any applicable invoices.

#### **Penalties for Noncompliance**

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

**1-07.11 Requirements for Nondiscrimination***(October 1, 2020 APWA GSP, Option A)*

Supplement this section with the following:

**Disadvantaged Business Enterprise Participation**

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

**DBE Goals**

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

**Affirmative Efforts to Solicit DBE Participation**

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

**1-07.13 Contractors' Responsibility for Work***(August 6, 2001)*

Section 1-07.13(4) is revised to read

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

**1-07.15 Temporary Water Pollution Prevention****1-07.15(1) Spill Prevention, Control and Countermeasures Plan**

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

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

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

**Mixing, Transfers, & Storage**

1. All oil, fuel or chemical storage tanks or containers shall be diked and located on impervious surfaces so as to prevent spill from escaping.

- 2. All liquid products shall be stored and mixed on impervious surfaces in a secure water tight environment and provide containment to handle the maximum volume of liquid products on site at any given time.
- 3. Proper security shall be maintained to prevent vandalism.
- 4. Drip pans or other protective devices shall be required for all transfer operations.
- 1. **Spills:** Paint and solvent spills shall be treated as oil spills and shall be prevented from reaching storm drains or other discharges. No cleaning solvents or chemicals used for tool or equipment cleaning may be discharged to the ground or water.
- 2. **Maintenance of Equipment:** Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc, shall be checked regularly for drips or leaks and shall be maintained and stored properly to prevent spills into State waters.
- 3. **Disposal:** Spilled waste, chemicals or petroleum products shall be transported off site for disposal at a facility approved by the Department of Ecology. The materials shall not be discharged to any sanitary sewer without approval of the local sewer authority.
- 4. **Reporting and Cleanup:** The Contractor’s designated person for managing and implementing the SPCC Plan shall report hazardous material spills as follows:
  - A. **Spills into State Water** (including ponds, ditches, seasonally dry streams, and wetlands) shall be reported immediately, call all of the following:  
 National Response Center (800) 424-8802  
 WA State Div. of Emergency Management (800) 258-5990  
 Ecology, Central Regional Office (509) 575-2490
  - B. **Spill to Soil** (Including encounters of pre-existing contamination) shall be reported immediately to the following if threatening to health or environment (i.e., explosive, flammable, toxic vapors, shallow groundwater, nearby creek), otherwise within 90 days: WA State Dept of Ecology, Central Regional Office (509) 575-2490

**1-07.16 Protection and Restoration of Property**

**1-07.16(1) Private/Public Property**

Supplement this Section with the following:

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

The Contractor shall prevent damage to existing asphalt/ pavement outside the limits of excavation or pavement removal. The Contractor shall utilize steel plates, composite matting, rubber tracks, or other similar protective measures to ensure that no damage to existing asphalt /pavement outside the limits of excavation occurs due to any activity performed by the Contractor or agents of the Contractor, including but not limited to operation of tracked equipment and staging or handling of construction materials. The Contractor shall be responsible for repairing all such damage at no additional cost to the Contracting Agency.

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

### **1-07.17 Utilities and Similar Facilities**

Section 1-07.17 is supplemented with the following:

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

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

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

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

There is a telephone line owned by Zply, crossing the existing Camas Creek culvert. The Contractor shall locate the telephone line and coordinate the removal, temporarily relocation of the utility prior to construction and replacement of the telephone line following construction with the utility owner.

It is the responsibility of the Contractor to locate, expose coordinate the temporary relocation and permanent relocation of this line. The Contractor will coordinate with Zply and the culvert manufacturer to secure the line to the face of the culvert and tie into either end, around the project work (both the culvert and road replacement).

This work is included in the lump sum bid item "Utility Relocation".

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

**Chelan County Public Utility District**

Chris Moser

(509) 661-4128

[Chris.Moser@chelanpud.org](mailto:Chris.Moser@chelanpud.org)

**811- CALL BEFORE YOU DIG**

Dial 811 or 800-424-5555

### **1-07.18 Public Liability and Property Damage Insurance**

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

#### **1-07.18 Insurance**

*(January 4, 2016 APWA GSP)*



**1-07.18(1) General Requirements**

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency.
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

**1-07.18(2) Additional Insured**

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

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers;
- David Evans and Associates Inc (Project Engineer) and its officers, elected officials, employees, agents, and volunteers;

- The adjacent landowners impacted by this project including Fred Fletcher, Tim and Mary Downs, Peter and Kelly Chizmar, Todd Loreth, and Steve and Arlene Morton

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

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

### **1-07.18(3) Subcontractors**

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

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

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

### **1-07.18(4) Verification of Coverage**

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

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

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

**1-07.18(5) Coverages and Limits**

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

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

**1-07.18(5)A Commercial General Liability**

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

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

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

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers’ Liability each accident

**1-07.18(5)B Automobile Liability**

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

Such policy must provide the following minimum limit:

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

**1-07.18(5)C Workers' Compensation**

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

**1-07.24 Rights of Way**

*(July 23, 2015 APWA GSP)*

Delete this section and replace it with the following:

The Contractor's construction activities shall be confined within the construction limits shown on the plans, unless arrangements for use of private property are made. Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Contracting Agency or Engineer.

The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Contracting Agency or Engineer certifies in writing to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor may be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract. Each property owner shall be given 48 hours' notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

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

**1-08 PROSECUTION AND PROGRESS**

Add the following new section:

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

## 1-08.0 Preliminary Matters

*(October 10, 2008 APWA GSP)*

### 1-08.0(1) Preconstruction Conference

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

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

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

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

Add the following new section:

### 1-08.0(2) Hours of Work

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

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

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Contracting Agency and Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 3 (three) working days prior to the day(s) the Contractor is requesting to change the hours. Permission to work holidays, or other than the agreed upon normal straight time working hours may be given

subject to certain other conditions set forth by the Contracting Agency. These conditions may include but are not limited to:

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

**1-08.1 Subcontracting**

*(May 30, 2019 APWA GSP, Option B)*

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

**1-08.3(2)A Type A Progress Schedule**

*(March 13, 2012 APWA GSP)*

Revise this section to read:

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

**1-08.4 Prosecution of Work**

Delete this section and replace it with the following:

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

#### **1-08.4 Notice to Proceed and Prosecution of Work**

*(July 23, 2015 APWA GSP)*

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Contracting Agency or Engineer. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Contract Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

#### **1-08.5 Time for Completion**

*(November 30, 2018 APWA GSP, Option A)*

Section 1-08.5 is supplemented with the following:

All work including mobilization and demobilization shall be complete between the dates of September 3<sup>rd</sup> and October 31<sup>st</sup>, 2024. Final project start date shall be determined by the issuance of the Notice to Proceed, which shall be delivered to the contractor upon acceptance of all Contractual and Plan submittals.

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

*(January 19, 2022 APWA GSP, Option B)*

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2)

specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract.

The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Contracting Agency prior to establishing a completion date:
  - a. Certified Payrolls (per Section 1-07.9(5)).
  - b. Material Acceptance Certification Documents
  - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
  - d. Final Contract Voucher Certification
  - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
  - f. If applicable, a copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology.
  - g. Property owner releases per Section 1-07.24

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

*(March 3, 2021 APWA GSP, Option B)*

Revise the second and third paragraphs to read:



Accordingly, the Contractor agrees:

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

### **Liquidated Damages Formula**

$$LD=0.15C/T$$

Where:

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

C = original Contract amount

T = original time for Physical Completion

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

## **1-09 MEASUREMENT AND PAYMENT**

### **1-09.9 Payments**

*(January 19, 2022 APWA GSP)*

Section 1-09.9 is revised to read:

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

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

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

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

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

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

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

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

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

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

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

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or any other documentation required for completion and final acceptance of the Contract, the

Contracting Agency reserves the right to establish a Completion Date (for the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a Completion Date and unilateral final acceptance will be provided by email with delivery confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar days for the Contractor to submit the necessary documents. The 30-calendar day period will begin on the date the email with delivery confirmation is received by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract Voucher Certification shall constitute the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically Completed in accordance with Section 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

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

### **1-09.11 Disputes and Claims**

#### **1-09.11(3) Time Limitation and Jurisdiction**

*(November 30, 2018 APWA GSP)*

Revise this section to read:

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

### **1-09.13 Claims Resolution**

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

*(October 1, 2005 APWA GSP)*

Delete this section and replace it with the following:

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

### **1-09.13(3)A Administration of Arbitration**

(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

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

### **1-09.13(4) Venue for Litigation**

(January 19, 2022 APWA GSP)

Revise this section to read:

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

## **1-10 TEMPORARY TRAFFIC CONTROL**

### **1-10.1(1) General**

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

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

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

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

### **1-10.2(2) Traffic Control Plans**

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

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

All traffic control for the duration of the project will be the responsibility of the Contractor to manage. The Contractor shall develop a Traffic Control Plan (TCP) which meets the requirements of this section and obtain any required authorization from the jurisdictional authority of the road system. There is WADNR managed road north of the project area which may be used as a temporary traffic bypass during construction. The determination of when to use temporary traffic control and how to accomplish temporary traffic control shall be the responsibility of the Contractor. The Contractor shall be responsible to implement temporary traffic control as necessary to meet permit requirements and provide safe working conditions and driving conditions, as described in the Standard Specifications.

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

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

### **1-10.2(3) Conformance to Established Standards**

(February 3, 2020)

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

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

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

1. In situations where a MASH 16 compliant traffic control device does not exist and there are no available traffic control devices that were manufactured on or before December 31, 2019, then a traffic control device manufactured after December 31, 2019 that is compliant with either NCHRP 350 or the 2009 edition of the Manual for Assessing Safety Hardware (MASH 09) is allowed for use with approval of the Engineer.
2. Temporary traffic control devices that were manufactured on or before December 31, 2019, and were successfully tested to National Cooperative Highway Research Program (NCHRP) Report 350 or MASH 09 may continue to be used on WSDOT projects throughout their normal service life.
3. Small and lightweight channelizing and delineating devices, including cones, tubular markers, flexible delineator posts, and plastic drums, shall meet the requirements of either NCHRP 350, MASH 09, or MASH 16, as determined by the manufacturer of the device.
4. A determination of crashworthiness for acceptance of trailer-mounted devices such as arrow displays, temporary traffic signals, area lighting supports, and portable changeable message signs is currently not required.

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

#### **1-10.4 Measurement**

Include as written.

#### **1-10.5 Payment**

This section is supplemented with the following:

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

“Project Temporary Traffic Control,” Lump sum. This includes all costs associated with developing and implementing an appropriate traffic control plan and measures.

## **DIVISION 2 EARTHWORK**

### **2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

#### **2-01.1 Description**

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

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

Prior to any clearing, the Owner (CCNRD) and the Contractor shall flag the extents of all temporary access routes and staging areas.

The Contractor shall clear within the temporary access routes and staging areas, as well as other clearing locations identified on the Plans. Vegetation shall be cleared as close to the groundline as practical, but no grubbing shall occur. This Work includes protecting from harm all trees, bushes, shrubs, or other objects not within the clearing and grading limits or selected to remain.

Use willow and brush cleared from the stream channel to further protect temporary access routes through the upland/shrub areas. If additional/extra slash is present, it may be used in the structures and will be in addition to the quantities per structures required to be imported. No additional payment will be made for slash to be used in structures that is generated onsite.

See Sections 8-05 “Temporary Access and Staging for additional requirements on Temporary Access and Staging within Camas Meadow. Measurement and payment for all clearing, grubbing, and roadside clean up shall be incidental to Temporary Access and Staging, Section 8-05.

See Section 8-26 Meadow Protection Mats for additional requirements on temporary access routes within Camas Meadow. Measurement and payment for Meadow Protection Mats is in Section 8-26 only.

“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**

##### **2-01.2(1) Disposal Method No. 1 – Open Burning**

This section is deleted and replaced with the following:

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

Open burning is prohibited.

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

This section is supplemented with the following:

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

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

**2-01.2(3) Disposal Method No. 3 – Chipping**

This section is supplemented with the following:

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

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

The following new sub sections are added:

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

**2-01.2(4) Disposal Method No. 4 – Inclusion in ELJs and Temporary Access Routes**

All native vegetation debris suitable for reuse, as determined by the Engineer, shall be incorporated into the temporary access routes (upland) or ELJs as either racking material or slash as directed by the Engineer. Plant species listed as noxious weeds by the Washington State Noxious Weed Control Board may not be included in ELJs.

**2-01.2(5) Disposal Method No. 5 – Lop and Scatter**

Cut limbs, branches, treetops, and unwanted boles into lengths suitable for handling by hand. Cuts shall be made with hand tools (loppers, hand saw, etc.) or small equipment (sawzall, small chainsaw, etc.) approved by the Contracting Officer. Once cut to an acceptable length, the material shall be spread evenly by hand to a depth no greater than 6-inches. Areas where lop and scatter is an acceptable form of disposal include decommissioned temporary access roads, spoils areas, and other areas identified by the Engineer.

**2-01.2(6) Disposal Method No. 6 – Track-Walking**

Track-walking for disposal of cleared material may be accomplished by crushing shrubs and young trees in situ, such that the roots remain in place and may resprout or by first cutting limbs, branches, treetops and unwanted boles into lengths no longer than 4-feet using hand tools or small equipment approved by the Contracting Officer. Once cut to an acceptable length, the material shall be placed in an area identified



by the Contracting Officer, in a layer no thicker than 6-inches. Following placement, the Contractor shall incorporate the placed material into the ground by track-walking it (making several passes with tracked equipment over the placed material) into finished ground.

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

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

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

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

8. The owner will instruct the Contractor where to place stakes and flags to identify all areas of clearing at least 3 business days prior to construction. The Contractor shall notify the owner at least a week prior to when they need to have the clearing areas staked and flagged. The Contractor shall inform the Engineer when the flagging is installed. The Engineer will inspect proposed clearing areas.

9. Clearly flag or otherwise identify all trees greater than 6” in diameter at breast height (DBH) which and are proposed to be removed. Do not clear vegetation greater than 6” DBH without prior Engineer approval.

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

11. Use selective clearing methods to clear areas where invasive species, noxious weeds, or other unwanted vegetation exists, or where clearing is required to occur near vegetation to be preserved or salvaged. Selective clearing methods consist of lightweight hand or hand-held equipment to prevent damage to roots of existing vegetation, compaction of the soil, or spreading of seed or pollen from invasive species.

#### **2-01.3(2) Grubbing**

This section is deleted and replaced with the following:

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

Grub invasive vegetation along access roads, as directed by the Engineer or Owner. Grub the full extents of the Valley Grade Control structure, including areas of streambed fill placement and culvert replacement. Other areas shall not be grubbed. This includes removal, stockpiling, and placement of all existing site vegetation and downing of the large cottonwood tree present within Valley Grade Control footprint. The tree shall be stored on site and distributed along access routes to prohibit future ingress to the meadow following construction. Existing cleared vegetation shall be placed throughout upland access and staging areas to protect the ground from machine tracking.

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

This section is supplemented with the following:

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

All clearing and grubbing performed under this contract is incidental to the lump sum bid item for Temporary Access and Staging as outlined in section 8-05.

## 2-01.5 Payment

This section is supplemented with the following:

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

Payment for the lump sum bid item “Temporary Access and Staging” shall be full payment for all work described in this section and in section 8-05. All costs associated with stockpiling and Disposal of Usable Material and haul and Disposal of Debris generated through Clearing shall be included in “Temporary Access and Staging”.

## 2-03 ROADWAY EXCAVATION AND EMBANKMENT

### 2-03.1 Description

This section is supplemented with the following:

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

Work performed under this section includes the removal and disposal of all pavement within the excavation area, and all excavation necessary to complete the channel grading as shown in the final plans.

This Work shall include, regardless of materials encountered, the excavation, removal and disposal of all material associated with: removal of the existing roadway fill; all excavation and grading within the limits of the proposed structure that is necessary to prepare for the placement of the new streambed material within the culvert footprint; and all other miscellaneous work and materials associated with the earthwork required to install the new culvert, and structure foundations as shown on the plans.

### 2-03.3(14)M Excavation of Channels and Ditches

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

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

Excavation includes the excavation of native material, grading, and compaction as necessary to form the subgrade of the channel bed to prepare for the installation of the new culvert, large wood and to construct the Valley Grade Control.

Streambed Fill is defined as encompassing both the streambed aggregate and streambed boulder cascade mixes as defined in the plans.

The Contractor shall perform all grading necessary to prepare the channel bed such that the finished channel, logs and rootwads are constructed to the elevations, grades and specified aggregate thicknesses (if present) shown on the Plans. Excavation shall be performed using as steep a cut as practical to minimize disturbance to the channel banks.

The Contractor may elect to excavate the channel all at once or in shorter sections. Regardless of the approach taken, the Contractor shall allow for inspection and approval of the prepared section of channel prior to rewatering or placing Streambed Fill. The prepared section of the channel shall be dewatered to

allow for inspection and verification by the Engineer that the channel bed matches the lines and grades shown in the Plans.

### **2-03.3(14)M1 Construction Stakeout**

Prior to conducting any earthwork in the channel footprint, the Contractor shall clearly stake the excavation limits, depths, and offsets of intermediate break lines at regular intervals to clearly define the lines and grades. In areas where placement of Streambed Fill is required, the Contractor may elect to use a single set of stakes for the channel subgrade and finished channel elevations, provided the information supplied on the stakes is sufficient to clearly differentiate between the subgrade and the finished elevation.

The Engineer will have 3 days to review the staked limits and may make minor adjustments to the staking based on site conditions. The Contractor shall be responsible for developed stakeout points for the grading of the streambed foundation and finished channel grade; the Contractor shall be responsible for generating and staking out sufficient offset stakes necessary to allow for ready inspection of the Work. Digital data are available for the channel alignment, profile, and additional grade data to aid in generation of stakeout points. This work is under Section 1-05.4, bid item "Survey".

### **2-03.3(14)M2 Reuse of Excess Material**

The Contractor may be able to reuse a portion of the excess channel material as Streambed Fill, provided the excess material is determined by the Engineer via visual inspection to meet the applicable requirements for that Work. There are existing boulders that will augment the Streambed Fill mixes. The Contractor shall be responsible for any costs associated with separating, stockpiling, hauling, and handling excavated native streambed aggregates/boulders for reuse as part of the "Valley Grade control Install" bid item.

Excavation of the existing road prism material is included in the "Roadway Excavation" per cubic yard, bid item, and encompasses all handling of the existing native material to place in the final position related to the road and culvert grading.

Placement of this material in the final location is included in the bid item "Native Backfill" per cubic yard.

To reach final grade, fill will need to be imported. All labor, equipment, and material costs for that work is in the bid item "Imported Fill." Imported fill shall be Common Borrow, compacted to a 90 percent maximum density.

### **2-03.3(19) Removal of Pavement, Sidewalks, Curbs, and Gutters**

The Contractor shall meet all requirements for pavement removal and disposal as stated in Section 2-02.3(3) of the WSDOT Standard Specifications.

No existing pavement may be reused or placed on site.

The Contractor shall sawcut the existing pavement in the locations shown on the Plans and take care to protect existing pavement during construction. Damage to existing pavement beyond the sawcut line that occurs as a result of Contractor activities shall be repaired by the Contractor at no additional cost to the Contracting Agency. Sawcutting is incidental to this work and shall not be paid separately.

**2-03.4 Measurement**

This section is supplemented with the following:

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

“Roadway Excavation”, per cubic yard.

“Native Backfill”, per cubic yard.

“Imported Fill”, per cubic yard.

“Removal of Pavement” will be measured per square yard.

**2-03.5 Payment**

This section is supplemented with the following:

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

Payment for “Roadway Excavation” shall be made per cubic yard. This includes all labor and equipment necessary to excavate, store and move as necessary during culvert placement.

Payment for “Native Backfill” shall be made per cubic yard. This includes all labor and equipment necessary to place fill material in the final position.

Payment for “Imported Fill” shall be made per cubic yard. This includes all labor, equipment, delivery and materials necessary to place fill material in the final position.

Payment for “Removal of Pavement” shall be made per square yard. This shall include all labor, equipment and materials necessary to complete the removal and offsite disposal of pavement within the excavation area.

**2-09 STRUCTURE EXCAVATION****2-09.1 Description**

This section is supplemented with the following:

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

This section refers to the removal and off-site disposal of the existing 92-inch pipe-arch culvert (40-ft length, under USFS 7200) and removal and replacement of an existing log weir. Removal and replacement of existing large boulders shall be incidental to Section 8-30 “Valley Grade Control Install.”

The following item is present on the site and shall be removed and disposed of off-site:

Existing 92-inch pipe-arch culvert, 40-ft length, under USFS 7200

The following item is present on the site and shall be removed and replaced on site at the direction of the engineer or representative and as shown on the Plans:

Existing log weir

This section excludes any removal and disposal of pavement.

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

This section is supplemented with the following:

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

The Contractor shall follow all requirements of the Standard Specs and the Manufacture recommendations in foundation preparations for the new structure. All excavation is further defined in section 2-03. There is a single bid item for all excavation related to the roadway and culvert replacement.

The Contractor shall remove the existing log weir, which shall be replaced on site at the direction of the engineer or representative and as shown on the Plans.

### **2-09.3(1)D Disposal of Excavated Materials**

This section is supplemented with the following:

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

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

The existing log weir shall be removed and replaced on site at the direction of the engineer or representative and as shown on the Plans.

The Contractor shall remove and dispose of the existing 92-inch pipe-arch culvert (40-ft length, under USFS 7200) off site.

### **2-09.4 Measurement**

This section is supplemented with the following:

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

“Removal of Existing Culvert and Weir”, per lump sum and shall cover all removal and disposal of the existing culvert and removal and repositioning of the existing weir.

## **2-09.5 Payment**

This section is supplemented with the following:

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

“Removal of Existing Culvert and Weir, per lump sum.

## **DIVISION 4 BASES**

### **4-04 BALLAST AND CRUSHED SURFACING**

#### **4-04.1 Description**

This section is supplemented with the following:

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

The roadway shall be constructed such that the finished surface lies at the lines and grades shown in the Plans. If the finished grade elevation is less than 3 inches (0.25 feet) above the existing ground elevation, the Contractor shall overexcavate to allow placement of the Crushed Surfacing Base Course lift.

#### **4-04.2 Materials**

Section 4-04.2 is supplemented with the following:

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

Materials for road subgrade preparation shall meet requirements for 9-03.9(3) Crushed Surfacing, Base Course (1 ¼" minus)

"Crushed Surface Base Course - Gravel Surfacing" is identified as "Proposed Gravel Surfacing" in the Contract Plans.

"Crushed Surface Base Course – Asphalt Paving Subbase" is identified as "" in the Contract Plans.

#### **4-04.3 Construction Requirements**

This section is supplemented with the following:

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

All crushed surface base course shall meet standard shaping and compaction requirements in section 4-04.3(5).

#### **4-04.4 Measurement**

"Crushed Surface Base Course – Gravel Surfacing" shall be measured per ton installed.

"Crushed Surface Base Course – Asphalt Paving Subbase" shall be measured per ton installed.

#### **4-04.5 Payment**

Payment for "Crushed Surface Base Course – Gravel Surfacing" shall be made per ton. This includes all labor, equipment, delivery and materials necessary to place fill material in the final position.

Payment for "Crushed Surface Base Course – Asphalt Paving Subbase" shall be made per ton. This includes all labor, equipment, delivery and materials necessary to place fill material in the final position.



## **DIVISION 5 SURFACE TREATMENTS AND PAVEMENTS**

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

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

This section is supplemented with the following:

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

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

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

Section 5-04.2 is supplemented with the following:

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

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

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

This section is supplemented with the following:

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

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

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

Include as written.

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

Include as written.

## DIVISION 6 STRUCTURES

### 6-06 BRIDGE RAILINGS

#### 6-06.1 Description

This section is supplemented with the following:

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

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

All guardrail elements shall meet requirements of WSDOT Standard Beam Guardrail Type 31 and non-flared terminal (posted speed 45 mph and below). The standard plans are included for reference in Appendix D.

#### 6-06.2 Materials

This section is supplemented with the following:

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

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

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

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

#### 6-06.3 Construction Requirements

Add the following new section:

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

**6-06.3(0) Design**

##### 6-06.3(0)A Design Delivery Method

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

**6-06.3(0)B General Design Criteria**

The Beam Guardrail system shall meet all design criteria included in standard plans C-20.40-10, C-22.45-06, and any referenced or associated standard plans.

**6-06.3(0)C Submittals**

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

Type 3 Working Drawings for the Beam Guardrail system shall:

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

Add the following new section:

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

**6-06.3(2) Metal Railings**

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

**6-06.4 Measurement**

This section is supplemented with the following:

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

“Beam Guardrail – Type 31” will be measured per Linear Foot.

“Beam Guardrail – Type 31 Non-flared Terminal” will be measured per Each.

“Beam Guardrail Placement – 25' Span” will be measured per Each.

**6-06.5 Payment**

This section is supplemented with the following:

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

Payment for “Beam Guardrail – Type 31” will be made per Linear Foot installed.

Payment for “Beam Guardrail – Type 31 Non-flared Terminal” will be made per Each installed.

Payment for “Beam Guardrail Placement – 25’ Span” will be made per Each installed.

## **6-20 BURIED STRUCTURES**

### **6-20.1 Description**

This section is supplemented with the following:

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

This work includes all design, fabrication, delivery, handling and installation of the new aluminum culvert structure as outlined in the final project drawings and this section. A set of example culvert details (by Contech) is included as Appendix E. This is for reference only, the contractor may use any approved manufacturer to provide the culvert, wingwalls, headwall, and foundation. The Contractor shall provide all submittals for the proposed structure which meets the requirements of this section for review and approval by the Engineer and the Contracting Agency prior to the commencement of any other work.

Excavation for the culvert structure is included in Section 2-03 and is not included in this bid item. All roadway restoration and materials are also covered under separate bid items.

The culvert footings shall be installed prior to any streambed fill placement. Culvert structure installation shall occur either prior to or in conjunction with Valley Grade Control construction.

The Contractor shall propose a Culvert and Streambed Construction Plan detailing the approach for installation and construction of the Culvert Structure and Valley Grade Control elements.

Design Criteria:

Structural plate structures, including foundations and footings, shall be designed in accordance with the WSDOT Geotechnical Design Manual M 46-03 (2022), WSDOT Bridge Design Manual LRFD M 23-50 (2020), and AASHTO LRFD Bridge Design Specifications, latest edition and current interims in effect on the Bid advertising date, including HL-93 vehicular live load. Structural design calculations for the culvert shall also be documented in a load rating report in accordance with WSDOT Bridge Design Manual LRFD M 23-50 Section 13.4.

Wingwalls and headwalls used in conjunction with structural plate culverts shall be designed in accordance with the WSDOT Geotechnical Design Manual M 46-03 and Chapter 11 of AASHTO LRFD Bridge Design Specifications. Wingwalls and headwalls shall be metal and pre-fabricated by the same manufacturer as the culvert. Headwalls and wingwalls shall be designed such that they leave no gap at the connection with the structural plate structure.

Footings shall be Steel Express (or approved equal) reinforced cast-in-place concrete footings, with precast support, dimensions and reinforcement sufficient to withstand the loadings specified in this

section while limiting settlement of footings to 1” (one inch) or less. The design and supporting calculations shall reference the project geotechnical report for recommended design coefficients and values.

**6-20.2 Materials**

See the Contract Plans for all materials and dimensions. The new culvert structure (including wingwalls and headwalls) and foundation/footing design and components shall meet the specifications outlined below (Example Reference Drawings from Contech) as required by Contech or equivalent/approved equal culvert manufacturer.

Materials included in the “Culvert Structure” bid item include:

**Metal Structure:**

ALBC Aluminum Box Culvert 15’-9” Span x 8’-0” Rise [per plans]  
Metal Headwalls and wingwalls [per plans]

**Foundation Components:**

Steel Express Foundation [3.5’ wide x 2’ deep, each side]  
Concrete class 4000 [18 cubic yards]  
Culvert Bedding material [11 cubic yards]

Backfill around structure:  
Granular Structural backfill [134 cubic yards]

**6-20.3 Construction Requirements**

**6-20.3(1) Design**

**6-20.3(1)A Design Delivery Method**

**6-20.3(1)A1 Contractor Supplied Design**

This section is revised to read:

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

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

The Buried Structure, headwalls and wingwalls shall be located as specified in the Plans, including but not limited to the height, alignment, width, length, profile, and elevation(s). The buried structure for this project shall be an aluminum box culvert, as specified on the Plans. The buried structure shall accommodate the geometry shown in the Plans. The Engineer will be available to assist in generating construction stakeout points specific to the Contractor Supplied Design in addition to those shown on the Plans if necessary.

The buried structure shall be designed to be compatible with the Guardrail system. All reinforcement required for the buried structure shall not interfere with any structural connections required for installation of the Guardrail system proposed by the Contractor. The proposed structures shall be

designed to provide, at a minimum, an HL-93 (or HS-20) load capacity and compliance with the current WSDOT Standard Specifications.

The buried structure shall also be designed to be compatible with a permanent utility conduit or utility hanger capable of accommodating a conduit that meets the requirements of Ziplly, the utility service provider.

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

#### **6-20.3(1)D Geotechnical Considerations**

This section is revised to read:

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

The Contractor shall use the Geotechnical Report prepared for the buried structure, available as Appendix C to these Special Provisions. Design recommendations and parameters provided in the report shall be utilized and incorporated into the design of the buried structure. Over-excavation and preparation of the subgrade, in addition to backfilling outside the proposed structure, shall conform to Sections 2-03 and 2-09.

#### **6-20.3(1)E Hydraulic Considerations**

This section is revised to read:

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

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

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

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

Supplement this section with the following:

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

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

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

#### **6-20.3(5) Excavation**

Supplement this section with the following:

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

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

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

Over-excavation and preparation of the subgrade shall conform to Section 2-09. Material at the bottom of the excavation that is unstable or unsuitable shall be removed in accordance with Section 2-09.3(1)C.

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

Upon completing the excavation, the Contractor shall notify the Engineer. No other permanent part of the new structure or associated headwalls or wingwalls shall be placed until the Engineer has given permission to proceed.

#### **6-20.3(5)A Construction Dewatering**

This section is revised to read:

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

Water is not anticipated to be present at the site. However, if water is present within the excavation area of the new culvert, the Contractor shall design, install, operate, maintain, and remove a construction dewatering system pursuant to Section 8-31 of the standard specifications. Water management is incidental to culvert installation and the contractor shall adhere to all local, state and federal requirements for water quality management at all times. Dewatering costs associated with the culvert installation shall be incidental lump sum bid item "Culvert Structure".

#### **6-20.3(6) Bedding and Foundations**

##### **6-20.3(6)A Bedding and Leveling**

Supplement this section with the following:

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

Install Contech ALBC Steel Express Foundation, or approved equal, per manufacturer design. The foundation elements require a 12.0-inch minimum thickness layer of culvert bedding material (granular sub footing). The subgrade improvements shown in the plans are based on findings within the geotechnical report (included as Appendix C). The Contractor shall be responsible for furnishing

and installing all materials for subgrade improvements in accordance with the recommendations outlined in the geotechnical report. Over-excavation and preparation of the subgrade shall conform to Section 2-09 of these Contract Provisions.

#### **6-20.3(6)B Foundations**

This section is revised to read:

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

The culvert foundations shall be constructed in accordance with Section 6-02.3(6) and 6-02.3(9).

#### **6-20.3(7) Fabrication**

#### **6-20.3(7)B Structural Plate Structures**

Supplement this section with the following:

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

The Contracting Agency reserves the right to reject structure components that do not meet the requirements of the specifications and these special provisions and the Contractor shall replace any rejected components at no additional cost to the Contracting Agency.

#### **6-20.3(9) Backfilling**

This section is supplemented with the following:

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

Backfilling outside of Buried Structures shall conform to Section 2-09 of these Contract Provisions. On site granular soils may be considered for backfill around the Structure if the material meets the requirements in this specification. Granular Structural Backfill shall be brought up incrementally on each side of the structure to balance the loading until the top of the Structure is reached.

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

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

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

This section is supplemented with the following:

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



No unit of measurement shall apply to the lump sum bid item for “Culvert Structure.” All work for procuring, finalizing design, delivering, and installing the culvert structure, headwalls, wingwalls, and associated foundation materials will be measured by lump sum.

### **6-20.5 Payment**

This section is supplemented with the following:

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

The lump sum Contract price for “Culvert Structure” shall be full payment for all Work in the Contract Plans and as specified in Section 6-20.3 including but not limited to designing, furnishing, and installing a buried structure meeting the minimum requirements of this section including incorporation of foundation design recommendations identified in the Geotechnical Report for the project, and ensuring the structure fit and compatibility of all components which are integral to, or directly connected to, the structure.

## DIVISION 8 MISCELLANEOUS CONSTRUCTION

### 8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

#### 8-01.1 Description

This section is supplemented with the following:

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

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

Camas Creek is expected to be dry for the duration of construction. Appropriate TESC measures and BMPs will be necessary to control any rainfall or unexpected water that is encountered during construction.

The Contractor shall follow all permit requirements related to the Construction Stormwater General Permit (CSWGP) and Stormwater Pollution Prevention Plan (SWPPP).

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

#### 8-01.3 Construction Requirements

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

##### **8-01.3(1)C Water Management**

##### **8-01.3(1)C1 Disposal of Dewatering Water**

This section is revised to read:

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

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

#### 8-01.4 Measurement

Include as written.

**8-01.5 Payment**

Include as written.

**8-05 VACANT**

Section 8-05 is replaced with the following:

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

**8-05 TEMPORARY CONSTRUCTION ACCESS AND STAGING****8-05.1 Description**

The Contractor will establish temporary construction access routes and staging areas for the Contractor to utilize during construction.

The Contractor shall construct, maintain, decommission, remove, and clean up temporary access roads, temporary stream crossings, and staging areas, as shown on the Plans including establishing access into the meadow. This work includes removal and reinstallation of large boulders blocking access to the proposed staging areas.

This shall include any necessary 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 officer. The equipment, labor, materials, and any other miscellaneous Work required to restore Temporary Construction Access and Staging areas shall be included in the lump sum payment described in Section 8.05-5 of these Contract Provisions. Excludes all work associated with Meadow Protection Mats (See Section 8-26).

Install temporary access roads and staging areas as shown in the Project Plans, or as otherwise proposed through submittal to the Engineer of Type 2 Working Drawings showing the Contractor's preferred access routes and staging areas. The Contractor shall make every effort possible to adjust temporary access routes shown on the Plans to avoid clearing of any trees greater than 6-inches diameter-at-breast-height (DBH) and use existing or previously commissioned roadways whenever possible.

All access routes shall be cleared but not grubbed, and materials shall be disposed of per Section 2-01.2.

The Contractor shall remove any portions of existing boulders marked on the Plans for removal to establish access to the project site. Upon substantial completion, the Contractor shall reinstall the boulders.

All staging and stockpile locations shall be reviewed by the Engineer or Owner and shall be located so as not to interfere with other work or disturb cultural areas. The Contractor shall utilize the areas shown or otherwise approved for staging of equipment and materials required to complete the Work included in the Contract. Refueling or storage or mixing of potentially environmentally harmful fluids shall only occur within areas identified as equipment staging and refueling areas.

**8-05.2 Materials**

Materials shall meet the requirements of the following sections:

Construction Geotextile	9-33 (Table 7, Woven)
Crushed Surfacing	9-03.9(4)
Bark or Wood Chip Mulch	9-14.5(3)
Slash	8-19.2(1)C

**8-05.3 Construction Requirements**

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

The contractor shall clearly stake the proposed centerline of all temporary access routes. No clearing or trimming of vegetation; excavation; nor any placement of fill or surfacing material is allowed until the staking of the temporary access routes has been approved by the contracting officer. The contractor shall regularly monitor all access routes for rutting, erosion, and any other damage. Rutting shall be addressed through placement of slash, bark or wood chip mulch on non-gravel surfaces, and additional crushed surfacing on gravel surfaces. It is the sole responsibility of the contractor to protect both public and private property. Any damages to public and private property as a result of construction will be the responsibility of the Contractor to repair without additional cost to the Contracting Agency. The Contractor shall maintain and/or improve the Temporary Access Routes at no additional cost to the Contracting Agency based upon the direction of the Contracting Officer. This work includes removal and reinstallation of large boulders blocking access to the proposed staging areas.

Tree protection is included in the lump sum “Temporary Construction Access and Staging” bid item. This includes all materials, labor, and equipment to erect and remove up to 6 tree protection details, per the Plans.

**8-05.3(2) Temporary Equipment and Materials Staging**

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

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

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

**8-05.3(6) Removal and Decommissioning**

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

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

For temporary access routes and staging areas, excavate and remove of any materials used to construct the access roads, including surplus soils, stabilization materials, flagging, stakes, geotextile, oil, chemicals, and debris from the construction site. Remove and dispose of all deleterious material. Ruts deeper than 4 inches shall be graded out.

Thoroughly decompact access roads and stockpile areas in unimproved areas by tilling and/or scarifying unless otherwise directed by the Engineer. Temporary access routes across existing pasture shall be scarified to a depth of 2 inches.

Any sections of the existing private access road or parking areas that are used for construction access, staging, or contractor vehicle parking shall be restored to pre-project conditions by grading out ruts and potholes greater than 4 inches deep and importing and placing a two-inch lift Crushed Surfacing. Crushed Surfacing shall not be placed until all other work has been completed and shall not be placed outside the footprint of the existing gravel road and parking areas. The Contractor shall shape placed Crushed Surfacing to match the grade and profile of the existing road. Maintenance Rock shall be compacted by tamping with the bucket of an excavator. No measure of minimum compaction shall apply. Maintenance Rock costs shall be included under the Temporary Access and Staging bid item.

Placement and distribution of cleared brush and trees from the site will be distributed at the entrances to staging and access routes to discourage public entrance into the meadow. Restore large rocks and boulders back to locations blocking access into the meadow. All costs for the effort for distribution of vegetation and woody materials and boulder/rock placement shall be included under the Temporary Access and Staging bid item.

### **8-05.3(7) Submittals**

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

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

1. Locations of each access route.
2. Location of high-visibility construction fencing to provide separation between the access routes for adjacent property owners and Construction activities in both the Staging areas and the Construction sites.
3. Points of Contractor ingress and egress from staging areas and the construction sites.
4. All areas that will be temporarily filled, excavated, or surfaced with gravel or other materials in order to provide construction access or staging.
5. Locations of additional staging areas that are not already shown on the Plans.

- 6. Locations of temporary construction access routes that are not already shown on the Plans
- 7. Schedule and sequence of installation and restoration for each staging area and access route.
- 8. Material quantities.
- 9. Maintenance plan.

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

**8-05.4 Measurement**

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

**8.05-5 Payment**

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

**8-19 VACANT**

Section 8-19 is replaced with the following:

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

**8-19 ENGINEERED LOG JAM CONSTRUCTION**

**8-19.1 Description**

Work under this item shall consist of furnishing all material, labor, tools, and equipment necessary to install Engineered Logjam (ELJ) Structures. ELJ Structure control points shall be staked by the Engineer, however, excavation extents, pile/post locations, clearing limits, etc. shall be staked by the Contractor and shall be verified and may be adjusted by the Engineer.

Logs shall be arranged, placed, and/or buried as indicated in the Plans or as directed by the Engineer. The Contractor shall anticipate that because of the irregularities of natural logs, field-fit adjustments to individual log placements within the structures will be needed. These adjustments and modifications are expected, and additional payment will not be made for any adjustments in log orientation, depth of burial, length of burial, etc. The Contractor shall not decommission any temporary access routes for a particular location until all ELJ structures relying on said access route have been approved by the Engineer. Costs

associated with re-commissioning access to a particular structure location determined not to meet design specifications are the sole responsibility of the Contractor.

All procurement and delivery, materials, and labor for installation are included in the bid item “Type 1 ELJ Structure”.

## **8-19.2 Materials**

### **8-19.2(1) Engineered Logjam Construction**

#### **8-19.2(1)A Logs for Engineered Logjam Construction**

All logs for ELJ structures with or without rootwads shall come from Douglas Fir which have been harvested within the past 24 months. All woody material shall be free of disease, insect infestation, and rot. Logs shall be No. 4 sawmill grade or better in accordance with the Official Rules of the Pacific Rim Log Scaling and Grading Bureau, Inc, Lacey WA. Certification of log grades will not be required but may be done if poor quality logs are encountered. Split trunks are not allowed, any longitudinal cracks in log boles shall not exceed 18 inches in length. Waterlogged logs will not be accepted. All logs shall generally be straight and free of obvious bends, sweeps or curves; logs may have a maximum curvature of up to 0.2 feet per ten feet of length measured as the departure from the prevailing longitudinal axis of bole to the actual centerline of the bole.

Logs with rootwads shall have a diameter as shown on the Plans, measured at diameter-at-breast height (DBH), and defined as 4.5 feet above ground when the tree was standing. Logs without rootwads shall have a diameter as shown on the Plans and measured at the diameter of the largest cut end. Diameter measurements shall not include bark. Rootwads shall have a diameter that is at least three times the DBH measured from the outer tips of the primary root system, determined as measuring from tip-to-tip through the centerline of the bole from roots which are large enough to support the weight of the log while resting on the ground. The length for logs with rootwads shall be measured from the cut end to the point where the primary root system stops.

#### **8-19.2(1)B Racking**

Logs used as racking material shall be individual logs with or without rootwads. Racking logs shall be within the length and diameter ranges listed on the Plans and shall meet the requirements described in this section.

The Contractor shall supply racking material with varying diameters. The Contractor shall ensure that racking material diameter varies such that and at least 10 percent and no more than 50 percent of the total number of racking pieces falls within the following categories, when included in the diameter range listed on the Plans:

- 3 – 6 inches
- 6 – 8 inches
- 8 – 10 inches

Racking used to construct tight racking bundles shall be the length specified for the bundle  $\pm$  2 feet.

The length of racking material pieces used for loose racking shall vary such that a minimum of 10 percent and not more than 50 percent of the total number of loose racking pieces falls within the following categories, when included in the length range listed on the Plans:

- 10 – 15 feet
- 15 – 20 feet
- 20 – 25 feet

Racking bundles shall be wrapped in a Biodegradable Erosion Control Blanket. The blanket shall be Coir 900 series, made of coconut fibers with a material weight of 900 grams/square meter of material, be manufactured by the following approved vendors in minimum roll widths of 3 meters (10 ft):

1. Geocoir/Dekowe 900, manufactured by Belton Industries, Inc.  
 Local Distributor: Northwest Linings  
 21000 - 77th Ave. S.  
 Kent, WA 98032  
 206-872-0223
  
2. Koir Mat 900, manufactured by Nedia Enterprises  
 1-888-NEDIA 02  
 718-740-5171  
 Local Warehouse: Seatac, WA

Other biodegradable erosion control blankets will be considered provided their properties meet or exceed those of the approved products.

All Coir materials and labor for installation shall be incidental to the Type 1 Log Structure.

**8-19.2(1)C                      Slash**

Slash shall consist of dense vegetative debris including, but not limited to, small trees, blasted or pushed-out stumps, chunks, broken tops, limbs, branches, brush, or saplings. Slash shall be any non-invasive species. Length of individual pieces of slash may vary between 2 – 6 ft, with 50% of the material at a length of 4 ft or longer. Thickness of slash pieces as measured at the butt (larger) end may vary from 3/4” – 6” diameter, with 55% of the pieces between 2” – 3” diameter as noted in the table below. Slash shall be compacted during installation to ensure that voids no larger than 3” exist within the compacted slash layer. A compacted cubic yard of slash should weigh approximately 570 lbs. per cubic yard.

Slash Composition Table	
Distribution	Diameter
30%	¾” – 2”
55%	2” – 3”
15%	3” – 6”

**8-19.2(2)                      Mechanical Connections for Engineered Logjams**



**8-19.2(2)A Clamps**

Cable clamps shall be galvanized or stainless steel and sized to match the manila rope.

**8-19.2(2)B Manila Rope**

Manila rope shall be a minimum of 1-inch diameter.

**8-19.2(2)C All-thread Bolts**

All-thread bolts (for the Bolted Connections) shall be all-thread ASTM A307 type A or stronger.

**8-19.3 Construction Requirements****8-19.3(1) Log Delivery, and Staging**

The Contractor shall furnish and deliver all logs and woody material required for completion of ELJ structures. Log delivery shall be coordinated with the Engineer to allow for inspection and approval of all woody material. All logs shall be clearly marked in a manner which allows for ready determination of log type. The Contractor shall provide the Contract Officer with a list of the markings used to identify each log type.

The Contractor shall stage woody material in separate stockpiles organized by log type. The Contracting Agency reserves the right to reject and require replacement of woody material which does not meet the requirements of these Special Provisions. Logs and wood material shall be staged at a staging area determined by the Contractor.

At all times when logs are being handled, loaded, unloaded, and placed, the Contractor shall exercise care to minimize damage to logs and rootwads. All logs with rootwads shall be handled by grasping the bole of the log; transporting or lifting logs with rootwads by grabbing the rootwads with an excavator bucket or similar equipment shall not be allowed. Similarly, full trees, treetops, and logs with branches shall be handled in a manner that minimizes damage to branches. A log loader with an articulating grapple hook or excavator bucket with an articulating bucket is highly recommended, but not required, for handling and placing logs.

When required to be transported via truck, woody material with branches shall not be overloaded or compressed. This may increase the total number of trips required to transport woody material with branches. The Contractor shall plan on these additional measures, and all costs associated with these measures shall be incidental to other Bid items. Logs, rootwads, and woody material damaged during transport and handling shall be replaced at the Contractor's expense.

**8.19-3(1)A Wood Materials Submittal****8-19.3(1)A Wood Materials Submittal**

No later than 21 calendar days prior to delivery, the Contractor shall submit a list of all sources of wood and an inventory of members from each source identified by length, diameter, and the Log IDs listed in the Plans. Each log and rootwad larger than 10 ft long and 12" DBH must be visibly tagged with a unique numerical identifier that will withstand typical river conditions for at least three years. Photographic

documentation of the proposed materials is encouraged.

### **8-19.3(2) ELJ Structure Construction**

ELJ construction requires timber pile installation in accordance with these Special Provisions. The Contractor may elect to construct ELJ structures in any sequence provided the arrangement of the finished structure matches that shown on the Plans and that piles are installed at appropriate locations and depths.

The Contractor shall place specified materials in accordance with design specifications for each ELJ structure. This includes placement of logs, racking material, and slash. Logs where no mechanical connections are required can vary in their alignment, orientation and spacing as approved by the Engineer. Logs where connections are required shall make contact with the vertical members or horizontal members as shown in the Plans.

Placing woody material as shown on the Plans requires careful manipulation of woody material. While possible to construct ELJ structures, and installing large woody material, using tracked excavators, specialized equipment and/or adaptors such as log loaders, grapples, or articulating buckets and heads can ease constructability.

Construction of ELJs is anticipated to primarily occur from the banks; work within the channel will be limited to that required to complete the Work as determined by the Engineer.

Construction of ELJ structures is subject to in-water work window requirements and shall occur while the temporary stream diversion is fully active.

#### **8-19.3(2)A ELJ Construction Plan**

The Contractor shall submit an ELJ Construction Plan in accordance with the requirements of a Type 2 Working Drawing and these Specifications.

The ELJ Construction Plan shall provide the following information in the following order:

1. Schedule and Sequence
  - a. Provide a sequence of Work, dates, and durations for when the following will occur in accordance with the in-water work window in the Special Provisions:
    - i. Meadow mat installation
    - ii. Site preparation at each ELJ site
    - iii. Excavation for ELJ installation
    - iv. Log placement and structure assembly
    - v. Finished grading, removal of meadow mats
  - b. The Contractor shall coordinate with the Engineer regarding anticipated scheduling of ELJ construction with updates to the anticipated schedule provided to the Engineer on a weekly basis.
2. Construction Methods

- a. List all machinery and the purpose of each piece of machinery used for ELJ construction.
3. Materials

- a. Provide manufacture spec sheets for all materials, except wood, used in ELJ construction.

### **8-19.3(3) Site Preparation**

The area available at each ELJ location for heavy equipment to place ELJ elements is limited, and the Contractor shall consider this when determining appropriate equipment to perform the Work. All work within the meadow shall be performed on meadow mats. No tracking on the meadow is allowed.

The Contractor shall clearly mark with stakes, flagging, or paint all clearing limits and excavation limits at each ELJ site for review and approval by the Engineer. The Contractor may clear vegetation within and adjacent to Work limits as approved by the Engineer.

The Contractor shall make every effort to minimize vegetation disturbance and any material cleared as part of construction process shall be placed in front or within the structure as racking or slash material per Section 8-19.2(1) C.

### **8-19.3(4) Excavation & Cleanup**

The Contractor shall perform any excavation necessary for ELJ construction. This includes trenching or grading required to create a safe working area. The Contractor shall determine the necessary side slopes or benching to prevent collapsing of excavation walls and to allow dewatering (if needed), post installation, log placement, and mechanical connections.

Stockpiled material shall be backfilled following placement of logs, racking material, and slash at the layers specified in the Plans. Backfilled material shall be placed in lifts of not more than 24 inches and compacted with the bucket of an excavator or similar means.

Minimize excavation of the meadow vegetation for the upper log placements as much as possible. Disturbed areas around the ELJ construction sites shall be graded to remove machinery tracks and artificial mounds of material and shall be restored per the criteria for access roads in Section 8-05.3(3). The channel bed surface shall be returned to the pre-project elevation immediately outside of any ELJ structure. Any temporary working pads, platforms, or trenches shall be regraded to the pre-project contours.

### **8-19.3(5) ELJ Components**

#### **8-19.3(5)A Racking Bundle Assembly**

The Contractor shall assemble racking bundles for use in constructing ELJs as shown in the Plans. The recommended approach for constructing bundles is to first construct a frame with internal dimensions matching these required dimensions and then stack racking material within the frame.

Racking logs in the racking bundle shall lie parallel with one another and shall be packed tightly. Once logs for a bundle are placed, the bundle shall be secured with manila rope. Other means and methods of

constructing racking bundles are acceptable provided they match the required dimensions shown on the Plans and are secured by readily biodegradable materials.

### **8-19.3(5)B Mechanical Connections**

The Contractor shall make mechanical connections, including manila lashings and bolted connections as shown on the Plans. The Work area shall be dry when connections are made so that the Engineer can inspect the connection. Logs where connections are made shall make contact with the vertical members and/or horizontal members as shown.

A completed connection shall have no visible slack or sagging of connected members. All loops and wraps shall be neatly dressed, tight, and square to the connected logs and piles being connected with the lashing. The lashing shall be tight enough that no slack can be detected when manual tension is applied to any portion of the lashing. Remaining tails on lashings shall be removed. Completed connections that do not meet these requirements shall be corrected at no additional cost to the Contracting Agency.

### **8-19.3(5)C1 Manila Lashings**

Cable lashing connections shall be tested by applying at least 500 lbs. of hydraulic force to the tag end of the lashing with an excavator bucket and confirming the mechanical clamps do not loosen and the wire rope does not yield.

Failed rope lashings shall be replaced by the Contractor at no additional expense. Rope clamps shall be installed in pairs per the Plans at each specified connection. Nuts of clamps be sufficiently tightened to make a secure non-slip connection but not over tightened such that the steel rope is crimped or damaged.

### **8-19.3(5)C2 Bolted Connections**

Bolted connections shall be inserted through pre-bored hole no more than 1/16" of an inch greater than the specified diameter of the bolt. Nuts shall be tightened using an impact wrench. No more than 2 inches of bolt shall extend beyond the nut.

After nuts are tightened, the bolt end threads shall be either peened, or physically damaged, such that the threads prevent the passing of the nut, or the nut shall be welded to the bolt to prevent the nut from backing off the bolt.

Measurement and payment for bolted connections is described in Section 8-30.4 and 8-30.5.

### **8-19.4 Measurement**

Measurement for "Type 1 Log Structure" will be per each ELJ installed.

### **8-19.5 Payment**

"Type 1 Log Structure", per each.

When measured per each, the unit contract price paid for "Type 1 Log Structure" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for completing all Work required for installation of the structure as described in the Plans, and these Special Provisions.

This unit price includes the following: furnishing, hauling, and temporary staging of woody material; hauling, and placement of any additional necessary materials as shown on the project plans, site preparation, excavation and backfill associated with placement of logs, placement of logs, placement of racking material, final grading for a smooth transition, installation of all mechanical connections as shown on the Plans, trimming pile tops, and other Work that may be needed.

No payment shall be made until the Engineer has reviewed and approved a completed ELJ structure. Any deficiencies noted shall be the responsibility of the Contractor and payment will not be released until the noted deficiencies are addressed to the satisfaction of the Engineer.

## **8-21 PERMANENT SIGNAGE**

### **8-21.1 Description**

This section is supplemented with the following:

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

This Work consists of furnishing and placing roadway signage as shown in the plans, along USFS Road FS 7200 and Camas Creek Road.

All USFS Road signage shall meet design guidelines documented in the Forest Service publication EM7100 – 15, Sign and Poster Guidelines.

### **8-21.2 Materials**

This section is supplemented with the following:

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

“Road Signage” includes procurement, labor, associated footing materials and installation to install new signage for the project. New signage includes: one milepost marker sign, one FM1-7H “7200” sign with directional arrow, and two one-way bridge signs. This bid item excludes signage associated with the guardrail, such as the object marker. That signage is included in the guardrail bid item.

The following new sub section is added:

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

### **8-21.3.1(A) Submittals**

The contractor shall submit the proposed signage design criteria, type, and locations for approval prior to installation in a Permanent Signage Plan submittal.

### **8-21.4 Measurement**

This section is supplemented with the following:

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

There is no unit of measurement for the lump sum bid item “Permanent Signage.”.

### **8-21.5 Payment**

This section is supplemented with the following:

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

Payment for “Permanent Signage” shall be per lump sum.

## **8-26 VACANT**

Section 8-26 is replaced with the following:

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

## **8-26 MEADOW PROTECTION MATS**

### **8-26.1 Description**

This Work consists of furnishing and placing meadow protection mats for construction access in Camas Meadows in the areas shown on the plans.

### **8-26.2 Materials**

Meadow protection mats shall be Dura-Base, Geoterra, or an equivalent meadow protection mat product, approved by the field representative, capable of minimizing soil compaction and vegetation mortality during construction. Meadow mat materials shall be approved prior to installation.

Meadow protection mats shall be connected to one another with hardware recommended by the manufacturer.

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

The Contractor shall install Meadow Protection Mats along all temporary access routes within the meadow or as directed by the Engineer or Contracting Agency, as shown in the Plans.

Meadow protection mats shall be minimally anchored to the ground on an as-needed basis to prevent shifting caused by vehicle traffic. Anchoring materials shall be hardware recommended by the manufacturer.

The Contractor shall maintain Meadow Protection Mats throughout construction and adaptively manage if shifting occurs or if there is damage to the meadow vegetation or soils.

The Contractor shall remove the mats and any associated hardware upon completion of the project.

### **8-26.4 Measurement**

Measurement for “Meadow Protection Mat” shall be per square foot.

### **8-26.5 Payment**

Payment for “Meadow Protection Mat” shall be per square foot installed.

## **8-30 WATER CROSSINGS**

### **8-30.1 Description**

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

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

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

#### **8-30.1(1) Definitions**

This section is supplemented with the following:

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

Streambed Fill – the overarching term used to describe both Streambed Boulder Cascade and Streambed Aggregate.

Where the Contract Plans refer to Streambed Aggregate and Streambed Boulder Cascade:

Streambed Aggregate is defined as a blended mix of the aggregates with the associated ratios in accordance with the Plans, including Streambed Sediment and Streambed Cobbles – 10”. Streambed Aggregate is the smaller aggregate used for the flatter portion of the raised streambed channel.

Streambed Boulder Cascade is defined as a blended mix of the aggregates with the associated ratios in accordance with the Plans; including Streambed Sediment, Streambed Cobbles – 10”, and Streambed Boulders: Type 1-3. Streambed Boulder Cascade is the larger aggregate used for the steeper portion of the raised streambed channel.

### **8-30.2 Materials**

Supplement this section with the following:

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

Note Streambed Boulders Type 3 are present on site, only Types 1-2 will need to be imported. Of the total Streambed Boulder Type 1-2 quantity, 50% will be Type 1 boulders and 50% will be Type 2 boulders.

The overall combined mix of the Streambed Aggregate and Streambed Boulder Cascade shall meet the following sizing distributions:

<u>STREAMBED BOULDER CASCADE FILL</u>		<u>STREAMBED AGGREGATE FILL</u>	
% PASSING	DIAMETER (INCHES)	% PASSING	DIAMETER (INCHES)
100	30	100	10
84	20	84	7
65	13	65	5
50	8	50	3
40	5	40	2
30	3	30	1
16	1	16	0.25
10	0.3	10	0.11

Streambed boulder salvage is acceptable in cases where the boulders meet required specifications or as directed by the Engineer. Any reuse of the streambed boulders shall be incidental to the cost for Valley Grade Control Install.

Streambed Sediment	9-03.11
Streambed Cobbles – 10”	9-03.11
Streambed Boulders: Type 1-2	9-03.11

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

**8-30.3 Construction Requirements**

This section is supplemented with the following:

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

The Contractor shall, a minimum of three weeks in advance of construction, provide submittals showing the proposed gradation for all streambed boulders, streambed cobbles, and Streambed Sediment to be used for the stream construction, including source of material. In addition to submittals showing the actual gradation for each material, prepare samples of actual composite material that is proposed for the streambed aggregate.

The Contractor shall notify the Engineer when samples of the composite gradations of streambed materials are available for inspection at the processing plant. All streambed aggregate must be approved by the engineer or engineer’s representative prior to delivery to the site and installation. Submit gradation and a sample for approval as part of the Culvert and Streambed Construction Plan. Production processing of the material shall not begin until each material is approved by the Engineer in writing.

**8-30.3(1)A Streambed Preconstruction Conference**

Include as written.



**8-30.3(2) Mixing of Streambed Aggregates**

Supplement this section with the following:

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

Mix each type of Streambed Fill (the Streambed Aggregate and Streambed Boulder Cascade) to the overall gradation shown in the Plans. Acceptance of the final mixture of blended streambed aggregate will be based upon visual inspection by the Engineer.

**8-30.3(3) Placement of Streambed Aggregates**

Supplement this section with the following:

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

Streambed Fill shall be placed in the prepared channel excavation to the lines and grades shown on the Plans and in such a way as to prevent material segregation. Streambed Fill shall be placed in lifts no thicker than 12 inches. Streambed Fill in its final lift shall be a well graded mix.

Streambed boulders shall be placed in the locations and to the lines and grades indicated on the Contract Plans except as adjusted by the Engineer to take into account site-specific conditions. Existing boulders will need to be removed/replaced within the Streambed Fill and shall be placed concurrently with the imported Streambed Fill. The One Man, Two Man, and Three Man rock shall be individually placed around the logs and rootwads and in the new streambed as directed by the Engineer. Location and sequencing of placement of the Streambed Fill is critical for proper function to the Valley Grade Control. The profile grade shown on the Contract Plans represents the average grade through that section. Streambed boulders shall be placed with some boulders above and some boulders below the average grade as shown on the Contract Plans and as directed by the Engineer. Exact placement will depend on the size and shape of the boulder and distribution of the boulders.

Three Man rock shall be placed first, followed by Two Man rock and One Man rock, with sequential placement and compaction of the Streambed Cobbles and Streambed Sediment as directed by the Engineer to fill voids and lock the boulders together to create a well graded and well distributed mix of aggregate placed in the roughened channel as shown on the Contract Plans. Compact Streambed Fill after every 6 inch lift to minimize void spaces. The completed streambed channel shall be compacted sufficiently with a proper aggregate distribution such that water flows on surface of the channel. Due to site conditions and a lack of surface water, a water truck will be necessary for providing water to wash in the fine sediment and proving that the bed is sealed and flow does not go sub-surface.

Clear surface flow must be observed by the representative or Engineer before construction of the Valley Grade Control will be considered complete. Add fine streambed sediment until the bed is sealed and no flow is sub-surface.

While constructing the top lift of Streambed Fill, the Contractor shall selectively place larger particles with a diameter greater than approximately 12-inches for use in forming the banks of the finished channel. Particles greater than 12-inches shall be placed strategically as directed by the Engineer to form a stable bank with maximum contact between individual particles as the design gradation

allows. Minor adjustments to the finished channel bed may be required based on site specific conditions; any such modifications will not result in appreciable changes to the overall shape or elevation of the finished channel bed.

The following new subsection is added:

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

#### **8-30.3(4) Valley Grade Control Log and Rootwad Placement**

Logs and rootwads will be installed prior to and concurrently with placement of the Streambed Fill. The logs and rootwads will require additional excavation for embedding the ends of the wood. It is anticipated that the lower layer of logs/rootwads and Type 3 boulders will be placed first in the construction of the Valley Grade control. The Streambed Fill will be placed around all wood and compacted so that no void spaces remain.

Logs and rootwads shall be embedded a minimum of 90/95% into the existing stream channel and banks and imported Streambed Fill. Multiple logs and rootwads will be fully buried. All excavation associated with installing the Valley Grade Control Logs and Rootwads shall be incidental to the lump sum bid item "Valley Grade Control Install."

Where logs and/or rootwads cross, a bolted connection will be installed.

#### **8-30.4 Measurement**

This section is supplemented with the following:

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

Streambed Sediment, Streambed Cobbles – 10”, and Streambed Boulders: Type 1-2 shall be measured by the ton, installed. Measurement may be by truck ticket or quarry receipt.

“Valley Grade Control: Rootwads” shall be measured per each delivered to the site.

“Valley Grade Control: Logs” shall be measured per each delivered to the site.

“Valley Grade Control: Bolted Connections” shall be measured per each for materials included in each bolted connection.

No unit of measurement shall apply to the lump sum bid item “Valley Grade Control Install.”

#### **8-30.5 Payment**

This section is supplemented with the following:

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

Payment will be made as follows for each of the Bid items that are included in the Proposal:

“Streambed Sediment”, per ton.

“Streambed Cobbles, 10-inch”, per ton.

“Streambed Boulders Type 1 -2”, per ton.

“Valley Grade Control: Rootwads”, per each.

“Valley Grade Control: Logs”, per each.

“Valley Grade Control: Bolted Connections”, per each.

“Valley Grade Control Install”, per lump sum. This shall include all labor for installation of the Streambed Aggregate, Streambed Boulder Cascade, logs, rootwads, bolted connections, and all work associated with reuse of on-site boulders.

The unit Contract price per ton for “Streambed Sediment”, “Streambed Cobbles, 10 inch”, and “Streambed Boulders Type 1 -2” shall be full payment for all costs to perform the Work as specified including blending of streambed aggregates.

All installation, placement, compaction and washing-in of fine sediments shall be included in the Valley Grade Control Install.

## **DIVISION 9 MATERIALS**

Aggregate materials shall meet the following standard specifications:

Crushed Surface Base Course – Gravel Surfacing:

9-03.9(3) Crushed Surfacing, Base Course (1 ¼” minus)

Crushed Surface Base Course – Asphalt Paving Subbase:

9-03.9(3) Crushed Surfacing, Base Course (1 ¼” minus)

HMA CL. 3/8 In. PG 64-28:

9-02.1 Bituminous Materials, Asphalt Material

Streambed Sediment 9-03.11

Streambed Cobbles – 10” 9-03.11

Streambed Boulders: Type 1-2 9-03.11

Culvert Bedding: Per manufacturers required gradation

Granular Structural Backfill: Per manufacturers required gradation

Imported Fill: 9-03.14(3) Common Borrow

**END OF SPECIAL PROVISIONS**

# APPENDICES

PAGE LEFT BLANK INTENTIONALLY

# APPENDIX A: PREVAILING WAGES

---

## FEDERAL WAGE RATES

---

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

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

## WASHINGTON STATE WAGE RATES

---

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



## APPENDIX B: PROJECT PERMITS

---

<b>NAME OF DOCUMENT</b>	<b>PERMITTING AGENCY</b>	<b>PERMIT REFERENCE NO.</b>	<b>STATUS</b>	<b>DOCUMENT ACCESS</b>
Nationwide Permit	USACOE	NWS-2024-157	Submitted	Will be provided once issued.
Hydraulic Project Approval	WDFW	Application ID: 34971	Submitted	Will be provided once issued.
Road Use Permit	U.S. Forest Service	TBD	Pending Submittal	Will be provided once issued.
Work in Right-of-Way Permit	Chelan County Public Works	TBD	Pending Submittal	Will be provided once issued.

# APPENDIX C: GEOTECHNICAL ENGINEERING REPORT

---

A digital copy of the geotechnical report for the Camas Meadow Culvert Replacement can be accessed via this link.

[https://www.co.chelan.wa.us/files/natural-resources/documents/Construction\\_Contracting/Camas%20Meadows%20Culvert\\_Geo%20Report\\_2024\\_02\\_14.pdf](https://www.co.chelan.wa.us/files/natural-resources/documents/Construction_Contracting/Camas%20Meadows%20Culvert_Geo%20Report_2024_02_14.pdf)

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

# APPENDIX D: WSDOT STANDARD DETAILS- BEAM GUARDRAIL TYPE 31

---

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

[https://www.co.chelan.wa.us/files/natural-resources/documents/Construction\\_Contracting/Special%20Provisions\\_Appendix%20D%20WSDOT%20Std%20Details%20Beam%20Guardrail.pdf](https://www.co.chelan.wa.us/files/natural-resources/documents/Construction_Contracting/Special%20Provisions_Appendix%20D%20WSDOT%20Std%20Details%20Beam%20Guardrail.pdf)

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

# **APPENDIX E: EXAMPLE CULVERT STRUCTURE DETAILS AND SHOP DRAWINGS (CONTECH)**

---

The referenced example structure drawings can be accessed via the link below or a hard copy can be made available by request to the Contracting Agency.

[https://www.co.chelan.wa.us/files/natural-resources/documents/Construction\\_Contracting/Special%20Provisions\\_Appendix%20E%20Example%20Culvert%20Structure%20Details%20and%20Shop%20Drawings%20\(Contech\).pdf](https://www.co.chelan.wa.us/files/natural-resources/documents/Construction_Contracting/Special%20Provisions_Appendix%20E%20Example%20Culvert%20Structure%20Details%20and%20Shop%20Drawings%20(Contech).pdf)

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

## **APPENDIX F: CONTRACT DRAWINGS**

---

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

[https://www.co.chelan.wa.us/files/natural-resources/documents/Construction\\_Contracting/Lower\\_Camas\\_Meadows\\_Final%20Design%20Plans\\_Signed.pdf](https://www.co.chelan.wa.us/files/natural-resources/documents/Construction_Contracting/Lower_Camas_Meadows_Final%20Design%20Plans_Signed.pdf)

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

PAGE LEFT BLANK INTENTIONALLY