

# **CONTRACT PROVISIONS**

## **Chelan County Planting Project**

June, 2025



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

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Chelan County Natural Resources Department

## Chelan County Planting Project

Bid Opening: Monday, July 7<sup>th</sup>, 2025 at 11:00 AM PDT

**Notice to All Plan Holders:**

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

**Contracting Agency:**

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

**Contracting Officer & Construction Manager:**

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

**Project Manager:**

Christina Barrineau  
County Natural Resources Department  
411 Washington St., Suite 201  
Wenatchee, WA 98801  
Phone: 509-670-6988  
Email: [christina.barrineau@co.chelan.wa.us](mailto:christina.barrineau@co.chelan.wa.us)

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# **BID SUBMITTAL PACKAGE**

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## BIDDING CHECKLIST

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

Please check to make sure you have accomplished the following:

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

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## BIDDING INSTRUCTIONS

### A. BID OPENING

The Chelan County Board of County Commissioners will open sealed bids and publicly read them aloud on Monday, July 7<sup>th</sup>, 2025, 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 Chelan County Planting 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 Chelan County Planting 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

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### Chelan County Planting 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, July 7<sup>th</sup>, 2025, at 11:00 AM PDT for the Chelan County Natural Resources Project, “**Chelan County Planting Project**”.

**Chelan County Natural Resources Project:** Chelan County Planting Project, Chelan County, WA. This Contract provides for the sorting, distribution and installation of 1,545 potted plants of various species across three different project areas as shown on the final planting plans. This work also includes, but is not limited to installation, maintenance and restoration of temporary access routes and staging areas as necessary to complete the work; procurement and placement of woodchip mulch around installed plants at each project site; 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.

The three project sites include: N1 (Parking coordinates located off SR207 47.760193N; -120.734931W; Parking coordinates off dirt access road 47.762241; -120.736228); N2.3 (Parking coordinates located off SR207 47.781391N; -120.711379W); and the Leavenworth Reindeer Farm (Parking accessed off Motteler Road, Leavenworth, WA, parking coordinates 47.607942N; -120.647457W). These project sites are not open to inspection at any time; all site visits must be coordinated with the Contracting Agency. All onsite work shall occur between the dates of October 1<sup>st</sup> and November 15<sup>th</sup>, 2025. The estimated range of probable cost is \$18,000 – \$28,000 excluding WSST.

An **Optional** virtual Pre-Bid conference with representatives from the CONTRACTING AGENCY will be held on June 24<sup>th</sup>, 2025 09:00 A.M. Attendees can join via phone by dialing +1(253)205-0468 and entering the pin 85138738734# or via weblink at <https://us06web.zoom.us/j/85138738734>. A minimum of one representative from each Prime Contractor that intends to submit a bid is encouraged to attend. All physical site visits must be coordinated with the Contracting Agency prior to.

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 “CHELAN COUNTY PLANTING PROJECT” on the outside of the envelope. The Board of County Commissioners reserves the right to reject any or all bids for cause.

**BOARD OF CHELAN COUNTY COMMISSIONERS**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

BOARD OF CHELAN COUNTY COMMISSIONERS

\_\_\_\_\_  
SHON SMITH, CHAIRMAN

ATTEST: ANABEL TORRES

\_\_\_\_\_  
KEVIN OVERBAY, COMMISSIONER

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
BRAD HAWKINS, COMMISSIONER

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

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## BID PROPOSAL FORM

### Chelan County Planting 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:

CHELAN COUNTY PLANTING PROJECT BASE BID: N1 PLANTING						
Item	Spec #	Description	Unit	Quantity	Unit Price	Total Price
1	8-02	PLANT INSTALLATION: TPOT1	EA	120		
2	8-02	PLANT INSTALLATION: 1GAL	EA	230		
3	8-02	PLANT INSTALLATION: CUTTINGS	EA	145		
<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

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

#### ADDITIVE BID ITEM NO. 1 for N1 Woodchip Mulch

CHELAN COUNTY PLANTING PROJECT ADDITIVE BID 1: N1 WOODCHIP MULCH						
Item	Spec #	Description	Unit	Quantity	Unit Price	Total Price
4	8-02	WOOD CHIP MULCH	C.Y	10		
<b>Additive Bid 1 Total</b>						

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

**ADDITIVE BID ITEM NO. 2 for N2.3 Planting and Woodchip Mulch**

<b>CHELAN COUNTY PLANTING PROJECT ADDITIVE BID 2: N2.3 PLANTING AND WOODCHIP MULCH</b>						
<b>Item</b>	<b>Spec #</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
5	8-02	PLANT INSTALLATION: TPOT1	EA	185		
6	8-02	PLANT INSTALLATION: 1GAL	EA	290		
7	8-02	PLANT INSTALLATION: CUTTINGS	EA	165		
8	8-02	WOOD CHIP MULCH	C.Y	13		
<b>Additive Bid 2 Total</b>						

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

**ADDITIVE BID ITEM NO. 3 for Leavenworth Reindeer Farm Planting and Woodchip Mulch**

<b>CHELAN COUNTY PLANTING PROJECT ADDITIVE BID 3: LEAVENWORTH REINDEER FARM PLANTING AND WOODCHIP MULCH</b>						
<b>Item</b>	<b>Spec #</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
9	8-02	PLANT INSTALLATION: 40CI	EA	120		
10	8-02	PLANT INSTALLATION: TPOT1	EA	55		
11	8-02	PLANT INSTALLATION: 1GAL	EA	175		
12	8-02	PLANT INSTALLATION: CUTTINGS	EA	60		
13	8-02	WOOD CHIP MULCH	C.Y	8		
<b>Additive Bid 3 Total</b>						

The aforementioned sum is hereby designated the Total Additive 3 Bid Item. The Additive 3 Bid Item amount shall not include Washington State sales tax. Sales tax will be added to the Total Additive 3 Bid Item amount prior to Contract execution to determine the Contract Sum and sales tax shall be paid by the CONTRACTING AGENCY with each progress payment.

**TOTALS**

<b>BASE BID TOTAL (EXCLUDING WSST)</b>	
<b>BASE BID + ADDITIVE BID 1 (EXCLUDING WSST)</b>	
<b>BASE BID + ADDITIVE BID 1 + ADDITIVE BID 2 (EXCLUDING WSST)</b>	
<b>TOTAL COMBINED BID (BASE BID + ADDITIVE BID 1 + ADDITIVE BID 2 + ADDITIVE BID 3) (EXCLUDING WSST)</b>	

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PRINT BIDDER NAME

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DATE

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SIGNATURE OF PRINCIPAL OR OFFICER

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## BID PROPOSAL DECLARATION

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To the Chelan County Board of County Commissioners:

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

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

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

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

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

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

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

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

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following construction to wit: **Chelan County Natural Resources Project: Chelan County Planting Project**, Chelan County, WA. This Contract provides for the sorting, distribution and installation of 1,545 potted plants of various species across three different project areas as shown on the final planting plans. This work also includes, but is not limited to installation, maintenance and restoration of temporary access routes and staging areas as necessary to complete the work; procurement and placement of woodchip mulch around installed plants at each project site; and all other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the WSDOT Standard Specifications for Road, Bridge and Municipal Construction and addenda thereto.

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

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

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

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

\_\_\_\_\_  
PRINT PRINCIPAL'S NAME

\_\_\_\_\_  
PRINT SURETY'S NAME

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

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

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

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## BIDDER INFORMATION

**PROJECT:** Chelan County Planting Project

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

**CONTRACTOR:**

NAME (Exactly as Registered)

TELEPHONE NO.

ADDRESS

CITY

STATE

ZIP

REGISTRATION NO.

EXPIRATION  
DATE

FEDERAL TAX ID

UBI NO.

SOLE PROPIERTORSHIP ☐ PARTNERSHIP ☐ CORPORATION ☐

JOINT VENTURE ☐ LLC ☐

PRINCIPALS:

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

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

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## NON-COLLUSION DECLARATION

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

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

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

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

Date \_\_\_\_\_

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

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

### NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1.800.424.9071

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

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

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## SUBCONTRACTOR LIST

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*Prepared in compliance with RCW 39.30.060 as amended*

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

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

### SECTION A. OWNER REQUIRED SUBCONTRACTOR LIST

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

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

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

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

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

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

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

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## CERTIFICATION REGARDING DEBARMENT

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

### BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE

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

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

Date \_\_\_\_\_

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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## CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

---

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

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

---

BIDDER’S BUSINESS NAME

---

SIGNATURE OF AUTHORIZED OFFICIAL\*

---

PRINTED NAME

---

TITLE

---

DATE

---

CITY

---

STATE

*Check One:*

Sole Proprietorship ☐   Partnership ☐   Joint Venture ☐   Corporation ☐

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

---

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

---

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

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## CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE TRAINING

---

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

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

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

---

BUSINESS NAME

---

UNIFIED BUSINESS IDENTIFIER (UBI)

---

SIGNATURE OF AUTHORIZED OFFICIAL\*

---

PRINTED NAME

*\*Check one option below and provide details*

Option A ☐ Labor and Industries Prevailing Wage Training Completion

---

L&I Prevailing Wages Training Completion Date

Option B ☐ Exemption from Training Requirement

---

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

---

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

---

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

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**BONDING AND CLAIMS**

---

---

BONDING COMPANY NAME (Exactly as Registered)

---

---

ADDRESS

---

---

CITY

---

---

STATE

---

---

ZIP

---

---

REGISTRATION BOND NO.

---

---

\$

---

---

AMOUNT

---

---

EXPIRATION DATE

---

Are there claims pending against your bond? ☐ Yes ☐ No

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

---

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

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

---

Are there any lawsuits or unsatisfied judgments pending against you?

☐ Yes ☐ No

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

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# **CONSTRUCTION CONTRACT PACKAGE**

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

## AGREEMENT

---

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

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

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction of the **Chelan County Planting 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 October 1<sup>st</sup> and November 15<sup>th</sup>, 2025. The project shall be substantially complete no later than November 15<sup>th</sup>, 2025.
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 2025 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) CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES
  - (K) CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE TRAINING
  - (L) BONDING AND CLAIMS
  - (M) AGREEMENT
  - (N) PERFORMANCE AND PAYMENT BOND
  - (O) NOTICE OF AWARD
  - (P) NOTICE TO PROCEED
  - (Q) CERTIFICATE OF SUBSTANTIAL COMPLETION
  - (R) CONTRACTORS AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
  - (S) CONTRACTORS AFFIDAVIT OF RELEASE OF LEINS
  - (T) CONSENT OF SURETY TO FINAL PAYMENT
  - (U) SPECIAL PROVISIONS
  - (V) CHANGE ORDER(s)
  - (W) ADDENDA:
    - a. No. \_\_\_\_\_ Dated \_\_, 202\_\_

- b. No. \_\_\_\_\_ Dated \_\_, 202\_\_  
c. No. \_\_\_\_\_ Dated \_\_, 202\_\_

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

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

**CONTRACTING AGENCY****CONTRACTOR**\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
PRINT NAME\_\_\_\_\_  
PRINT NAME\_\_\_\_\_  
TITLE (SEAL)\_\_\_\_\_  
ADDRESS

ATTEST:  
Clerk of the Board

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

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

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

ATTEST:

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

---

## PERFORMANCE AND PAYMENT BOND

---

**\*\*\*Please Choose either Option A or Option B depending on Project Cost and/or Preference. \*\*\***

☐ **OPTION A:**

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:

### **Low-Tech Stream Restoration Project: Bjork and Larsen Creeks**

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:

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

☐ **OPTION B:**

**Under Senate Bill 5734, for public works contracts under \$150,000 that require performance and payment bonds, the Contractor may request the Contracting Agency to waive the bonds and instead retain 10% of the contract amount for 30 days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries, whichever is later. NOW, THEREFORE, we the CONTRACTOR and \_\_\_\_\_, a corporation, organized and existing under and by virtue of the laws of the State of Washington, request to opt for 10% retainage as stated above in lieu of the required**

performance and payment bonds on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

BY \_\_\_\_\_

TITLE \_\_\_\_\_

ATTEST (If Corporation)

WITNESSES (If Individual or Partnership)

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

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

**NOTICE OF AWARD****DATED** \_\_\_\_\_**TO** \_\_\_\_\_**ADDRESS** \_\_\_\_\_**PROJECT** Chelan County Planting Project

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

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

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

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

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

\_\_\_\_\_  
CONTRACTING OFFICER\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
TITLE**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

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

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**NOTICE TO PROCEED****DATED** \_\_\_\_\_**TO** \_\_\_\_\_**PROJECT** Chelan County Planting 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 November 15<sup>th</sup>, 2025.

\_\_\_\_\_  
CONTRACTING OFFICER\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
TITLE**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_this \_\_\_\_\_day of\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
TITLE

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

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**CERTIFICATE OF SUBSTANTIAL COMPLETION**

---

**PROJECT:** Chelan County Planting Project

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

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

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

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

**Project or Designated Portion Shall Include:**

----------------------

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

**Definition of Date of Substantial Completion**

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

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

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

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

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



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

---

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

**PROJECT:** Chelan County Planting Project

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

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

**STATE OF:** WASHINGTON

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

**COUNTY OF:** CHELAN

**CONTRACT**

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

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

***Exceptions are as follows:***

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

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

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

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

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

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

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

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

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

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

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

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

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

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## CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

**PROJECT:** Chelan County Planting Project

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

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

**STATE OF:** WASHINGTON

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

**COUNTY OF:** CHELAN

**CONTRACT**

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

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

***Exceptions are as follows:***

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

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

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

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

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

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

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

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

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

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

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

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## CONSENT OF SURETY TO FINAL PAYMENT

**PROJECT:** Chelan County Planting Project

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

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

STATE OF: WASHINGTON

**CONTRACT FOR:**

**COUNTY OF:** CHELAN

## CONTRACT

**DATED:**

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

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

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

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

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

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

SURETY COMPANY NAME

Attest:

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(SEAL)

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PRINTED NAME AND TITLE

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# **SPECIAL PROVISIONS**

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## INTRODUCTION TO THE SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

*(January 4, 2024 APWA GSP, Option A)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2025 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 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

Project specific special provisions are labeled without a date as such:

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

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

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

## **DIVISION 1 GENERAL REQUIREMENTS**

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

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

#### **Description of Work**

**Chelan County Natural Resources Project:** Chelan County Planting Project, Chelan County, WA. This Contract provides for the sorting, distribution and installation of 1,545 potted plants of various species across three different project areas as shown on the final planting plans. This work also includes, but is not limited to installation, maintenance and restoration of temporary access routes and staging areas as necessary to complete the work; procurement and placement of woodchip mulch around installed plants at each project site; 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 two (2) similar projects in the last five (5) years. Bidders can fulfill this requirement by completing the statement of qualifications within the bid documents, using additional sheets as necessary.

Projects qualified as “similar” are defined by:

- Projects which include the installation of potted plants.

### 1-02.2 Plans and Specifications

*(June 27, 2011 APWA GSP)*

This section is deleted and replaced with the following:

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

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

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

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

*Section 1-02.4 is supplemented with the following:*

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

An **Optional** virtual Pre-Bid conference with representatives from the CONTRACTING AGENCY will be held on June 24<sup>th</sup>, 2025 09:00 A.M. Attendees can join via phone by dialing +1(253)205-0468 and entering the pin 85138738734# or via weblink at <https://us06web.zoom.us/j/85138738734>. A minimum of one representative from each Prime Contractor that intends to submit a bid is encouraged to attend.

Please note that the project sites are only available for inspection when coordinated with the Contracting Agency in advance. To request a coordinated site visit, please contact Christina Barrineau at [christina.barrineau@co.chelan.wa.us](mailto:christina.barrineau@co.chelan.wa.us) or 509-670-6988 with Chelan County Natural Resources Department.

**1-02.4(1) General**

*(December 30<sup>th</sup>, 2022 APWA GSP Option B)*

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

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

**1-02.5 Proposal Forms**

*(November 25, 2024 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 DBE commitment, if applicable; a State of Washington Contractor’s Registration Number; and a Business License Number, if applicable. Bids shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars. The required certifications are included as part of the Proposal Form.

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

**1-02.6 Preparation of Proposal**

*Section 1-02.6 is supplemented with the following:*

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

**Cumulative Additive Bidding**

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

**Bid Proposal**

The Bid Proposal includes the following:

1. Base Bid

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

2. Additive Bid 1- N1 Woodchip Mulch

Based on \*\*\* Procurement, delivery and placement of woodchip mulch around each installed plant \*\*\*  
The Bid items for Additive Bid 1 are as listed in the Bid Proposal.

3. Additive Bid 2- N2.3 Planting and Woodchip Mulch

Based on \*\*\* Installation of all plants and procurement, delivery and placement of woodchip mulch at N2.3 Project Site \*\*\* The Bid items for Additive Bid 2 are as listed in the Bid Proposal.

4. Additive Bid 3- Leavenworth Reindeer Farm Planting and Woodchip Mulch

Based on \*\*\* Installation of all plants and procurement, delivery and placement of woodchip mulch at Leavenworth Reindeer Farm Project Site \*\*\* The Bid items for Additive Bid 3 are as listed in the Bid Proposal.

**Bidding Procedures**

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

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

1. Preference 1: Lowest total for Base Bid plus all Additive Bid items (Base Bid + Additive Bid 1 + Additive Bid 2 + Additive Bid 3)
2. Preference 2: Lowest total Base Bid + Additive Bid 1 + Additive Bid 2
3. Preference 3: Lowest total for Base Bid + Additive Bid 1.
4. Preference 4: Lowest total for Base Bid.

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

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

*(November 25, 2024 APWA Option B)*

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

*(November 25, 2024 APWA GSP 1-02.6, Option C)*

The fourth paragraph of Section 1-02.6 is revised to read:

The Bidder shall submit with the Bid the completed Subcontractor List included in the Contracting Agency Proposal Package. If a Subcontractor List Form is not included in the package, use DOT Form 271-015LP. The Form shall contain the following:

1. Subcontractors who will perform the work of structural steel installation, rebar installation, heating, ventilation, air conditioning, and plumbing as described in RCW 18.106 and electrical as described in RCW 19.28,
2. The Work those subcontractors will perform on the Contract as described in RCW 39.30.060; and
3. No more than one subcontractor for each category of work identified, except, when subcontractors vary with Bid alternates, in which case the Bidder shall identify which subcontractor will be used for which alternate.

## **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**

*(July 8<sup>th</sup>, 2024 APWA GSP, Option A)*

Delete this section and replace it with the following:

### **DBE Document submittal requirements**

#### **General**

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

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 (if applicable)
- DBE Bid Item Breakdown (WSDOT 272-054)

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" (Written Confirmations Documents, or GFE Documentation) that is received after the time specified, or received in a location other than that specified in the Call for Bids.

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

Supplemental bid information submitted after the Proposal submittal but within 48 hours of the time specified for receipt of Proposals, shall be submitted in a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added.

**DBE Utilization Certification (WSDOT Form 272-056)**

The DBE Utilization Certification shall be received at the same location and no later than the time required for delivery of the Proposal. The Contracting Agency will not open or consider any Proposal when the DBE Utilization Certification is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals. The DBE Utilization Certification may be submitted in the same envelope as the Bid deposit.

**DBE Written Confirmation Document (WSDOT Form 422-031) and/or GFE Documentation, (if applicable)**

The DBE Written Confirmation Documents and/or GFE Documentation are not required to be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE Documentation (if applicable) shall be received either with the Bid Proposal or as a Supplement to the Bid. Written Confirmation and/or GFE Documentation shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders shall submit a Written Confirmation Document from each DBE firm listed on the Bidder's completed DBE Utilization Certification and/or the GFE Documentation as required by Section 1-02.6.

**DBE Bid Item Breakdown Form (WSDOT Form 272-054)**

The DBE Bid Item Breakdown shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders shall submit a completed DBE Bid Item Breakdown, however, the Contractor may correct minor errors to the DBE Bid Item Breakdown for a period up to five calendar days after bid opening (not including

Saturdays, Sundays and Holidays). DBE Bid Item Breakdowns that are still incorrect after the correction period will be determined to be non-responsive.

The DBE Bid Item Breakdown will not be included as part of the executed Contract.

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

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

### **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, July 7<sup>th</sup>, 2025. 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**

*(September 3, 2024 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 Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
  - c. A price per unit cannot be determined from the Bid Proposal;
  - d. The Proposal form is not properly executed;
  - e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
  - f. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
  - g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) 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;
  - h. 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 in accordance with Section 1-07.11;
  - i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), 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;
  - j. The Bidder fails to submit the Bidder Questionnaire (DOT Form 272-022), if applicable as required by Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions; or
  - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.
2. A Proposal may be considered irregular and may be rejected if:
  - a. The Proposal does not include a unit price for every Bid item;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
  - d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
  - e. Receipt of Addenda is not acknowledged;
  - f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or

- g. If Proposal form entries are not made in ink.

*This section is supplemented with the following:*

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

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

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

*(May 17, 2018 APWA GSP, Option A)*

Delete this section and replace with the following:

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

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

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

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

*(December 30, 2022 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**

*(December 30, 2022 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**

*(December 30, 2022 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 the Bidder with an equal lowest bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also 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, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.

### **1-03.3 Execution of Contract**

*(July 8, 2024 APWA GSP Option A)*

Revise this section to read:

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

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

Within **\*\*\*10 (ten)\*\*\*** calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed 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).

*Supplement this section with the following:*

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

Under Senate Bill 5734, for public works contracts under \$150,000 that require performance and payment bonds, the contractor may request the Contracting Agency to waive the bonds and instead retain 10% of the contract amount for 30 days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries, whichever is later.

### **1-03.7 Judicial Review**

*(December 30, 2022 APWA GSP)*

Revise this section to read:

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

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

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

*This section is revised to read:*

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

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

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

*(December 30, 2022 APWA GSP)*

Revise the second paragraph to read:

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

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

#### **1-04.4 Changes**

*(January 19, 2022 APWA GSP)*

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

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

Include as written.

#### **1-04.7 Differing Site Conditions (Changed Conditions)**

*Supplement this Section with the following:*

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

All of these sites are adjacent to or apart of complex river and floodplain systems formed by natural and anthropogenic processes. Soil types and properties, surface and groundwater conditions are known to be complex and varied. The Contractor shall account for this in their bids. Variation in soil types and site conditions shall not qualify as Differing Site Conditions. It is the Contractor's responsibility to be familiar with site conditions at each site.

#### **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**

**1-05.7 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 and Approvals**

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

- 1-08.3 Type A Project Schedule with working hours per day shown

- 8-05.3(4) Temporary Construction Access and Staging Plan as necessary
- 8-02.3 Plant Installation Plan
- 8-02.3 Mulch Source for Approval

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.

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

*(January 4, 2024 APWA GSP)*

Revise the second paragraph to read:

All correspondence from the Contractor shall be served and directed to the Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be

written in paper format, hand delivered or sent via certified mail delivery service with return receipt requested to the Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

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

*(October 1, 2005 APWA GSP)*

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

### **1-07 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).

### **1-07.9 Wages**

#### **1-07.9(1) General**

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

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

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

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

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

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

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

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

*(July 8<sup>th</sup>, 2024 APWA GSP)*

*This section is revised to read as follows:*

##### **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. When apprenticeship is a requirement of the contract, include in PWIA all apprentices.

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

### **Intents and Affidavits**

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

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

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

### **Certified Payrolls**

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

### **Penalties for Noncompliance**

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

**1-07.11 Requirements for Nondiscrimination**

*(October 1, 2020 APWA GSP, Option A)*

*Supplement this section with the following:*

**Disadvantaged Business Enterprise Participation**

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

**DBE Goals**

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

**Affirmative Efforts to Solicit DBE Participation**

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

**1-07.13 Contractors' Responsibility for Work**

*(August 6, 2001)*

*Section 1-07.13(4) is revised to read:*

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

**1-07.16 Protection and Restoration of Property****1-07.16(1) Private/Public Property**

*Supplement this Section with the following:*

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

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

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

of excavation occurs due to any activity performed by the Contractor or agents of the Contractor, including but not limited to operation of tracked equipment and staging or handling of construction materials. The Contractor shall be responsible for repairing all such damage at no additional cost to the Contracting Agency.

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

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

*Section 1-07.17 is supplemented with the following:*

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

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

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

**Chelan County Public Utility District**

Chris Moser

(509) 661-4128

[Chris.Moser@chelanpud.org](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, 2024 APWA GSP)*

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

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

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

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

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

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers;
- Chelan Douglas Land Trust and its officers, elected officials, employees, agents, and volunteers;
- Adjacent landowners including: Keith and Sally Fast; Hans and Kari Andersen

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:

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

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

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

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
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#### **1-07.18(5)C Workers' Compensation**

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

**1-07.24 Rights of Way***(July 23, 2015 APWA GSP)**Delete this section and replace it with the following:*

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

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

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

**1-08 PROSECUTION AND PROGRESS***Add the following new section and subsections:**(\*\*\*\*\*)***1-08.0 Preliminary Matters***(May 25<sup>th</sup>, 2006 APWA GSP)*

**1-08.0(1) Preconstruction Conference**

*(July 8, 2024 APWA GSP)*

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.

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

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

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

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

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who

worked during such times. (The Contracting Agency and/or Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Contracting Agency and/or Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency and/or Engineer employees when in the opinion of the Contracting Agency and/or Engineer, such work necessitates their presence. )

2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time, even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

### **1-08.1 Subcontracting**

*(December 30, 2022 APWA GSP, Option A)*

*Section 1-08.1 is supplemented with the following:*

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

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

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

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

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

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

*Revise this section to read:*

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

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

#### **1-08.4 Prosecution of Work**

*Delete this section and replace it with the following:*

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

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

*(July 23, 2015 APWA GSP)*

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

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

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

*Section 1-08.5 is supplemented with the following:*

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

All work shall be complete between the dates of October 1<sup>st</sup> and November 15<sup>th</sup>, 2025 unless otherwise directed by the Contracting Agency. Final project start date shall be determined by the issuance of the Notice to Proceed, which shall be delivered to the contractor upon acceptance of all Contractual and Plan submittals.

*(December 30<sup>th</sup>, 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 all partial or whole days the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day, then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
  - a. Certified Payrolls (per Section 1-07.9(5)).
  - b. Material Acceptance Certification Documents
  - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
  - d. Final Contract Voucher Certification
  - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all subcontractors
  - f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
  - g. Property owner releases per Section 1-07.24

## **1-09 PAYMENTS**

### **1-09.9 Payments**

*(July 8, 2024, APWA GSP, Option B)*

Delete the fourth paragraph and replace it with the following:

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

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

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

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

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

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

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

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

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

*(December 30<sup>th</sup>, 2022 APWA GSP)*

*Revise this section to read:*

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

action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

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

#### **1-09.13(1)A General**

*(December 30, 2022 APWA GSP)*

Revise this section to read:

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

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

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

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

#### **1-09.13(3)A Arbitration General**

*(January 19, 2022 APWA GSP)*

Revise the third paragraph to read:

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

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

*(December 30<sup>th</sup>, 2022 APWA GSP)*

Revise this section to read:

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

to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

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

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

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

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

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

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

### **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.

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.

### **1-10.4 Measurement**

No unit of measurement shall apply to Traffic Control. This is incidental to the Contract.

### **1-10.5 Payment**

This section is supplemented with the following:

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

No individual payment shall be made for Traffic Control. This is considered incidental to the Contract.

## DIVISION 8 MISCELLANEOUS CONSTRUCTION

### 8-02 ROADSIDE RESTORATION

#### 8-02.1 Description

*This section is supplemented with the following:*

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

This work includes the sorting and installation of 1,545 potted plants of various sizes in the areas shown on the final planting Plan for each site in Appendix C, as well as the procurement and placement of woodchip mulch around installed plants. Plant materials as outlined in the final planting plans with sizes and quantities sufficient to meet the requirements and layout of the planting plans have been procured by the Contracting Agency. The Contractor shall coordinate with the Contracting agency for timing of plant delivery to the site by the plant supplier.

The Contractor shall install plant materials as specified by species shown in the final planting plan for each site and this section, and in associated sizes and quantities sufficient to meet the requirements and layout of the planting plans. The Contractor and Contracting Agency shall inspect plant materials prior to installation and shall reject any plant material that does not meet health, vigor, or quality standards. The Contractor shall be responsible for sorting and distributing plants according to size and species within the planting communities outlined in the final planting plan for each site. The Contractor shall be responsible for staging and maintaining all plants to ensure that plant health and vigor is optimum when installed. The Contractor shall install the plants in the means and locations shown on the plans and shall cleanup all waste materials generated from the packaging and delivery of plants.

Plants will be installed at three separate project sites:

Site Name	Plant Quantity Per Site	Mulch Per Site
N-1	495	10 CY
Nason 2.3	640	13 CY
Chumstick Reindeer Farm	410	8 CY
<b>Combined Totals</b>	<b>1,545</b>	<b>31 CY</b>

#### 8-02.2 Materials

*This section is supplemented with the following:*

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

Bark or Woodchip Mulch

9-14.5(3)

All plant materials as outlined in the final planting plan will be procured by the Contracting Agency and delivered to the Contractor at the project site for installation. The woodchip mulch shall be procured by the Contractor and delivered and placed at each site in the quantities shown.

### **8-02.3 Construction Requirements**

#### **8-02.3(6) Mulch and Amendments**

This section is supplemented with the following:

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

Mulch should be procured by the Contractor and delivered to each site in the quantities shown on the final planting plans and tables. The Contractor shall place a ring of mulch around each plant installed that extends a minimum of two feet from each plant in all directions and is at least three inches deep.

#### **8-02.3(8) Planting**

##### **8-02.3(8)A Dates and Conditions for Planting**

This section is supplemented with the following:

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

The timing of plant material installation must be coordinated with the Contracting Agency 7-14 days in advance of plant installation to ensure the correct timing of plant delivery. Planting must be complete prior to the ground freezing or November 15<sup>th</sup>, 2025, whichever is sooner. The Contractor is responsible for preventing freeze or dry out of plants from arrival to installation. Under no circumstances will planting be permitted during unsuitable soil or weather conditions as determined by the Contracting agency. Unsuitable conditions may include frozen soil, freezing weather, saturated soil, standing water, high winds, heavy rains, and high-water levels.

##### **8-02.3(8)B Installation**

This section is supplemented with the following:

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

All of the plant materials will be delivered by the plant supplier to the project area for installation. The Contractor shall coordinate with the Contracting Agency for timing of delivery. Plants will be individually bagged, boxed or potted depending on species and size. The Contractor will be responsible for transporting plants from the delivery locations and distributing plants across the project sites in preparation for install.

Improvements for site access or staging are the responsibility of the Contractor to identify, establish, maintain and restore. If the Contractor identifies the need for access improvements, those improvements are incidental to the Contract and must be approved by the Contracting Agency.

A distinct mix of species will be used for each project areas (see Appendix C Planting Plans). The Contractor shall inform the Contracting Agency of their plan for plant installation for approval at least 14 days prior to work beginning. Stemming plants shall not be placed below the finished grade. The Contractor shall dig planting holes 3” larger than the root ball on all sides and 3” deeper than the height of the root ball from bottom of container to root collar. To reach the desired planting height, the Contractor shall mound soil in the bottom of the planting hole and firmly compact by hand until correct height is reached. Backfill around the root ball by firmly compacting the soil by hand to a level ¾” below finish

grade. In their final position, all plants shall have their top true root (not adventitious root) no more than 1 inch below the soil surface.

Following plant installation, the Contractor shall place a layer of mulch around each plant. This mulch layer will extend a minimum of two feet from each plant in all directions and will be at least three inches deep. In areas where plants are closely spaced, this mulch layer may be continuous. Mulch will be provided, transported and installed by the Contractor.

The Contractor shall protect planting materials from damage due to landscape operations or users of the site and trespassers. The Contractor shall remove all waste materials including pots, twine, grow bags, burlap, trash, debris and any other material brought to the site by the Contractor or associated with Contracting Agency plant Delivery and legally dispose of it at an off-site location. The Contractor will return all empty pots that are suitable for re-use to Derby Canyon Natives in Peshastin, WA. All other materials will be legally disposed at an offsite location.

Individual pre-placement of plants shall occur and will be approved by the Contracting Agency before planting can begin. Within each planting area, the contractor shall develop an example plot showing planned layout of plants. Plants placed in their proposed planting locations shall not remain for more than four hours before being installed in the ground, unless otherwise approved by the Contracting Agency. Soil conditions vary across each site. The Contractor shall propose the methods for plant installation to the Contracting Agency for approval prior to the start of work. No additional payment will be made for accommodations to variations in substrate or ground conditions at each site.

Upon Completion of the plant installation within the designated areas, the Contracting Agency will inspect all plant material and notify the Contractor, in writing, of any replacements or corrective action necessary to meet the requirements of these Contract Provisions. The Contractor shall replace all materials rejected or missing and correct unsatisfactory conditions at no additional cost to the Contracting Agency. Completion of the initial planting within a designated area includes the following:

1. 100 percent of each plant material category/species shall be installed as directed by CCNRD.
2. Cleanup of the planting area
3. Restoration of any temporary access routes used for sorting, distribution and installation of plants.

#### **8-02.3(9)B Seeding and Fertilizing**

This section is supplemented with the following:

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

If necessary, seed mix will be procured by the Contracting Agency and provided to the Contractor to be applied at the manufacturer's suggested rate. If applicable, all work associated with seed placement is incidental to the Contract.

#### **8-02.4 Measurement**

This section is supplemented with the following:

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

“Plant Installation: \_\_\_\_” will be measured per each plant by size installed by the Contractor at each site and within each bid schedule.

“Wood Chip Mulch” will be measured per cubic yard of material delivered and installed at each project site per the planting plans.

#### **8-02.5 Payment**

This section is supplemented with the following:

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

Payment for “Plant Installation: \_\_\_\_” will be made per each plant by size installed by the Contractor. This includes all labor, equipment and additional materials necessary to do so. Plants shall be inspected and either accepted/rejected upon delivery on-site, and distributed in conjunction with the planting plans for each site prior to installation.

Payment for “Wood Chip Mulch” will be made per cubic yard of material delivered and installed at each project site per the planting plans.

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

Section 8-05 is replaced with the following:

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

#### **8-05 TEMPORARY CONSTRUCTION ACCESS AND STAGING**

##### **8-05.1 Description**

Site access should follow existing or previously commissioned roadways. All staging and stockpile locations shall be located so as not to interfere with other work or cause unnecessary disturbance.

Refueling or storage or mixing of potentially environmentally harmful fluids shall only occur within areas identified as equipment staging and refueling areas and per applicable permit conditions.

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

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

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 these project activities will be the responsibility of the Contractor to repair without additional cost to the Contracting Agency. The Contractor shall maintain and/or improve the Temporary Access Routes at no additional cost to the Contracting Agency based upon the direction of the Contracting Officer.

###### **8-05.3(3) Removal and Decommissioning**

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

**8-05.3(4) Submittals**

If necessary, 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. Points of Contractor ingress and egress from staging areas and the construction sites.
3. All areas that will be temporarily filled, excavated, or surfaced with gravel or other materials in order to provide construction access or staging.
4. Locations of additional staging areas that are not already shown on the Plans.
5. Locations of temporary construction access routes that are not already shown on the Plans
6. Schedule and sequence of installation and restoration for each staging area and access route.
7. Material quantities.
8. 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 unit of measurement shall apply to work associated with Temporary Access and Staging. This is incidental to the Contract.

**8.05-5 Payment**

No individual payment will be made for work associated with Temporary Access and Staging. This is incidental to the Contract.

**END OF SPECIAL PROVISIONS**

# APPENDICES

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# APPENDIX A: PREVAILING WAGES

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## FEDERAL WAGE RATES

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

<https://sam.gov/content/wage-determinations>. 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

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

# APPENDIX B:






## PLANT QUANTITIES AND PLANTING PLANS

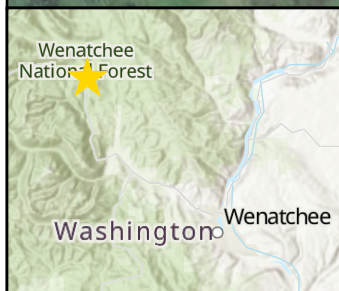
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<b>Project Name: Nason 1</b>					
PLANT SCHEDULE					
SCIENTIFIC NAME- Common Name	SPACING (ft)	Tpot1	1 gal	Cuttings	TOTALS
SALIX SITCHENSIS- Sitka willow	8			25	25
SALIX EXIGUA- coyote willow	8			25	25
SALIX PROXILA- Mackenzie willow	8			20	20
SALIX LASIANDRA- pacific willow	8			25	25
CORNUS SERICEA- red osier dogwood	8			50	50
LONICERA INVOLUCRATA- black twinberry	6		25		25
SPIRAEA DOUGLASII- Douglas spirea	5		80		80
ROSA NUTKANA- nootka rose	5		55		55
POPULUS BALSAMIFERA- black cottonwood	10	35			35
ALNUS INCANA spp. tenuifolia- mountain alder	8	25			25
ACER CIRCINATUM- vine maple	8	45			45
PICEA ENGELMANII - Englemann Spruce	10	15			15
PHILADELPHUS LEWISII- mockorange	6		35		35
RUBUS PARVIFLORUS- thimble berry	5		35		35
<b>N1 Planting Project Totals</b>		<b>120</b>	<b>230</b>	<b>145</b>	<b>495</b>



## Legend

-  StagingArea
-  Parking
-  Access\_Vehicle
-  Access\_Walking
-  Riparian Planting Area



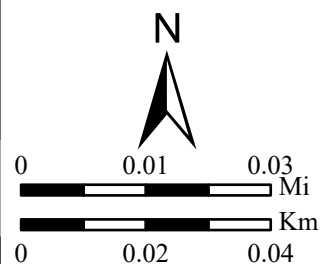
# N1 Planting Project

The County makes no warranty, expressed or implied, concerning the data's content, accuracy, currency or completeness, or concerning the results to be obtained from queries or use of the data. ALL DATA IS EXPRESSLY PROVIDED "AS IS" AND "WITH ALL FAULTS." The County makes no warranty of fitness for a particular purpose, and no representation as to the quality of any data. The Requestor shall have no remedy at law or equity against the County in case the data provided is inaccurate, incomplete or otherwise defective in any way.

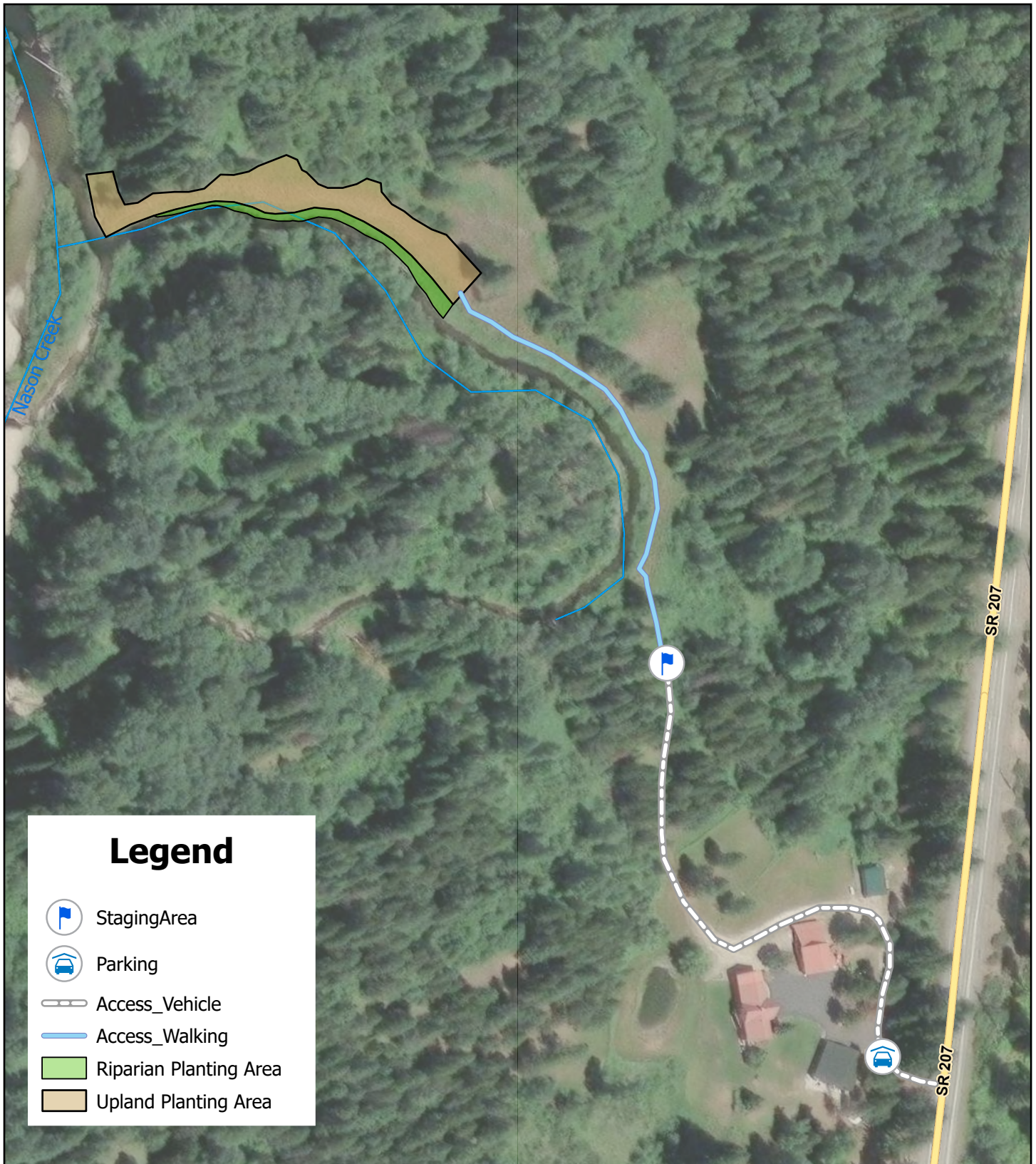


NAD 1983 StatePlane Washington North FIPS 4601 (US Feet)

Date Saved: 6/10/2025



<b>Project Name: N2.3</b>					
PLANT SCHEDULE					
<b>N2.3 Upland Planting Area</b>					
SCIENTIFIC NAME- Common Name	SPACING (ft)	Tpot1	1 gal	Cuttings	Totals
ACER GLABRUM- Douglas maple	8		25		25
ALNUS INCANA spp. tenuifolia- mountain alder	8	25			25
AMELANCHIER ALNIFOLIA- serviceberry	6		35		35
CORNUS SERICEA- red osier dogwood	8			30	30
CRATAEGUS DOUGLASII- Douglas hawthorne	8		25		25
HOLODISCUS DISCOLOR- ocean spray	6		35		35
MAHONIA AQUIFOLIUM- tall Oregon grape	5		30		30
PINUS PONDEROSA- ponderosa pine	10	20			20
POPULUS BALSAMIFERA- black cottonwood	10	35			35
PRUNUS VIRGINIANA- choke cherry	6	25			25
PSEUDOTSUGA MENZIESII- Douglas fir	10	20			20
RIBES CEREUM- wax currant	5		30		30
ROSA WOODSII- Wood's rose	5	30			30
SALIX SCOULERIANA- Scouler's willow	6			50	50
SAMBUCUS CERULEA - blue elderberry	8	30			30
SYMPHORICARPOS ALBUS- common snowberry	5		30		30
<b>Upland Planting Area Totals</b>		<b>185</b>	<b>210</b>	<b>80</b>	<b>475</b>
<b>N2.3 Riparian Planting Area</b>					
SCIENTIFIC NAME- Common Name	SPACING (ft)	Tpot1	1 gal	Cuttings	Totals
CORNUS SERICEA- red osier dogwood	8		10	15	25
PHILADELPHUS LEWISII- mockorange	6		35		35
SALIX EXIGUA- coyote willow	6			35	35
SALIX LASIANDRA- pacific willow	6			35	35
SPIRAEA DOUGLASII- Douglas' spirea	6		35		35
<b>Riparian Planting Area Totals</b>		<b>0</b>	<b>80</b>	<b>85</b>	<b>165</b>
<b>N2.3 Planting Project Totals</b>		<b>185</b>	<b>290</b>	<b>165</b>	<b>640</b>



## Legend



StagingArea



Parking



Access\_Vehicle



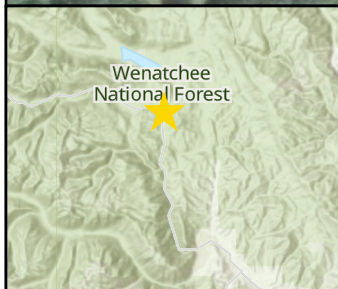
Access\_Walking



Riparian Planting Area



Upland Planting Area



## N2.3 Planting Project

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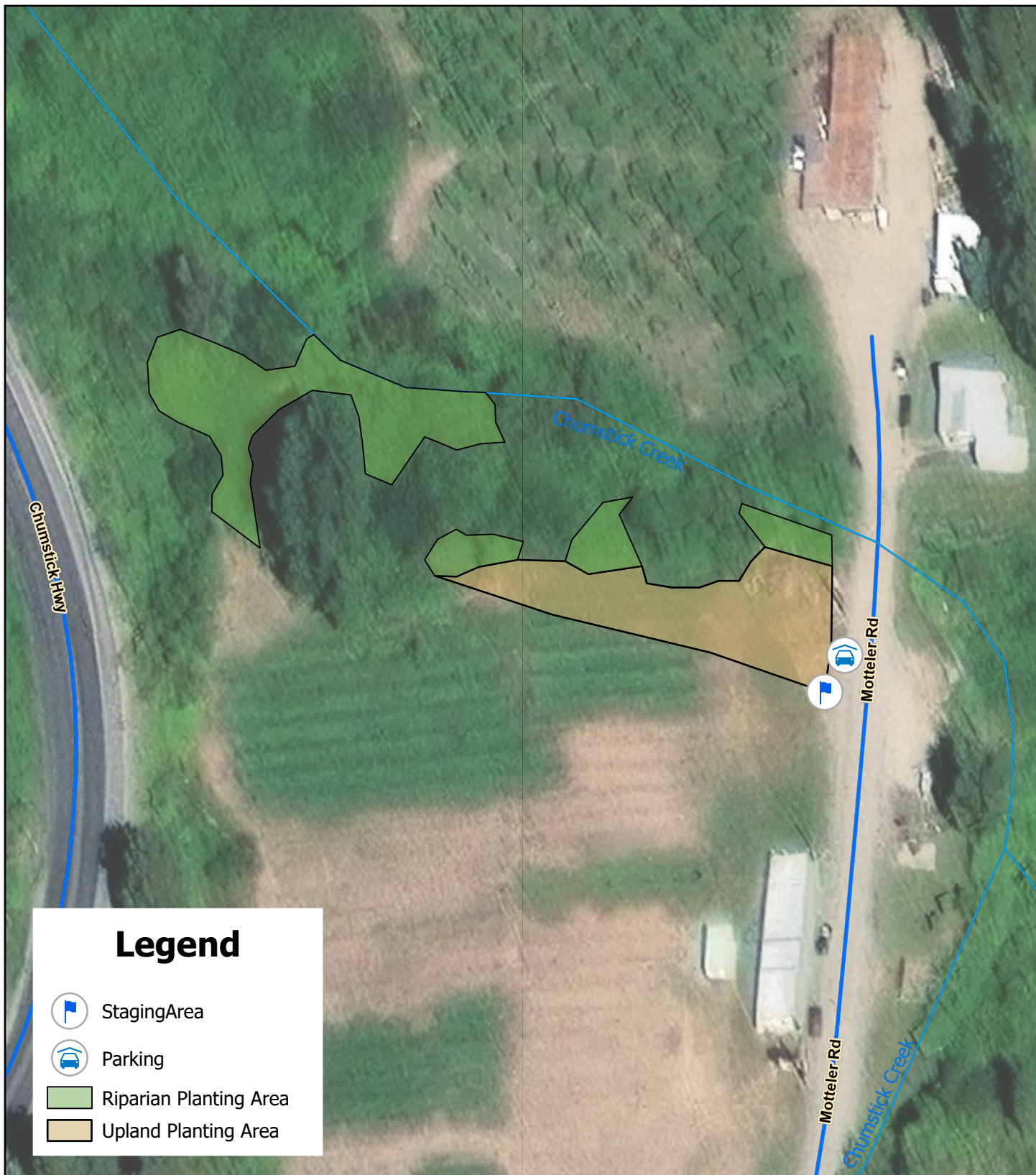
Date Saved: 6/10/2025



0 0.02 0.04 Mi

0 0.03 0.07 Km

<b>Project Name: Reindeer Farm</b>						
PLANT SCHEDULE						
<b>Reindeer Riparian Planting Area</b>						
SCIENTIFIC NAME- Common Name	SPACING (ft)	40ci	Tpot1	1 gal	Cuttings	Totals
ACER MACROPHYLLUM- bigleaf maple	10			10		10
ALNUS INCANA spp. tenuifolia- mountain alder	8			30		30
LONICERA INVOLUCRATA- black twinberry	5	50				50
POPULUS BALSAMIFERA- black cottonwood	10			10		10
ROSA NUTKANA- nootka rose	5			50		50
SALIX EXIGUA- coyote willow	8				30	30
SALIX LASIANDRA- pacific willow	8				30	30
SPIRAEA DOUGLASII- Douglas spirea	5	50				50
<b>Riparian Planting Area Totals</b>		100	0	100	60	260
<b>Reindeer Upland Planting Area</b>						
SCIENTIFIC NAME- Common Name	SPACING (ft)	40ci	Tpot1	1 gal	Cuttings	Totals
PINUS PONDEROSA- ponderosa pine	10		15			15
SYMPHORICARPOS ALBUS- common snowberry	5			30		30
PSEUDOTSUGA MENZIESII- Douglas fir	10		15			15
MAHONIA AQUIFOLIUM- tall Oregon grape	5			10		10
RIBES CEREUM- wax currant	5	10				10
RIBES AUREUM- golden currant	5	10				10
HOLODISCUS DISCOLOR- ocean spray	6			15		15
SALIX SCOULERIANA- Scouler's willow	8		10			10
AMELANCHIER ALNIFOLIA- serviceberry	8			10		10
SAMBUCUS NIGRA spp. cerulea- blue elderberry	8			10		10
POPULUS TREMULOIDES- quaking aspen	8		15			15
<b>Upland Planting Area Totals</b>		20	55	75	0	150
<b>Reindeer Planting Project Totals</b>		120	55	175	60	410



## Reindeer Planting Project

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