CONTRACT PROVISIONS

C12 & C14 CULVERT BLASTING PROJECT

October, 2026

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

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Chelan County Natural Resources Department

C12 & C14 Culvert Blasting Project

Bid Opening: Monday, November 9, 2026 at 11:00 AM PDT

Notice to All Plan Holders:

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

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

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

Project Engineers:
Grace Bacci
Natural Systems Design
1900 N Northlake Way, Suite 211
Seattle, WA 98105
Phone: 816-522-0854
Email: grace@naturaldes.com

Ryan DeKnikker
Natural Systems Design
1900 N Northlake Way, Suite 211
Seattle, WA 98105
Phone: 509-945-5389
Email: ryan@naturaldes.com

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BID SUBMITTAL PACKAGE

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BIDDING CHECKLIST

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

Please check to make sure you have accomplished the following:

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

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BIDDING INSTRUCTIONS

A. BID OPENING

The Chelan County Board of County Commissioners will open sealed bids and publicly read them aloud on Monday, November 9, 2026 at 11:00 AM PDT or as soon thereafter as the matter may be heard, at the Board of Commissioners Office, Chelan County Administration Building, 400 Douglas Street Suite 201, Wenatchee, Washington, for the implementation of Chelan County Natural Resources Department C12 & C14 Culvert Blasting 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 C12 & C14 Culvert Blasting 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

C12 & C14 Culvert Blasting 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, November 9, 2026, at 11:00 AM PDT for the Chelan County Natural Resources Project, "**C12 & C14 Culvert Blasting Project**".

Chelan County Natural Resources Project: C12 & C14 Culvert Blasting Project, Chelan County, WA. This Contract provides for the fragmentation blasting of two corrugated metal pipe (CMP) culverts using controlled explosives on Clear Creek, along decommissioned FS Road No. 6101000-1.61-R. This work will result in the removal of two culvert structures (C12 & C14) and creation of an open stream channel similar to that shown in the Final Contract Drawings. Achieving the appropriate approximate shape will require an experienced and knowledgeable blasting firm to identify appropriate locations and quantities of explosives to use. This work also includes, but is not limited to clearing as necessary to safely conduct the referenced work and cleanup of ferrous material as necessary post-blasting. The Contractor will be required to conduct work and provide a blasting plan which complies with the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, Section 205 and its subsections (FP-14, Section 205.), USFS Manual 7100, Chapter 7190 – Explosives and Blasting Materials, the final Contract Plans, these Contract Provisions, and the WSDOT Standard Specifications for Road, Bridge and Municipal Construction and addenda thereto.

Bidders must also meet the qualification requirements of FP-14, 205 "Qualifications" and submit all necessary documentation under that section with their bid (Appendix D). All onsite work shall occur between the date listed on the final Notice to Proceed and February 28, 2027 and the project shall be substantially complete no later than February 28, 2027. The estimated range of probable cost is $53,000-$65,000 excluding WSST.

An **optional** Pre-Bid conference with representatives from the CONTRACTING AGENCY will be held virtually on October 27, 2026 at 9:30 A.M. PDT. Attendees are able to join via phone by dialing +12532050468,,89911042084#,,,,*419538# US or via the web at: https://us06web.zoom.us/j/89911042084?pwd=jWqiTs9nii9JOWaoDmUrW5NaOl3ait.1 .
This project area is located on public property and open for inspection at any time. Site Access: From Plain, WA Head toward Chiwawa Loop Road and continue straight onto Chiwawa Loop Road for 3.4 miles. Take a slight right onto Lower Chiwawa River Rd/NF-6100 and travel 1.6 miles. Turn right onto Deep Creek Forest Service 6101 Rd/NF-6101, travel 1.8 miles, park on the widened road shoulder and walk decommissioned FS Road No. 6101000-1.61-R to access the sites (C12: 47.818085039 N, -120.60928254 W; C14: 47.817173135 N, -120.60683094 W)

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 "C12 & C14 CULVERT BLASTING PROJECT" on the outside of the envelope. The Board of County Commissioners reserves the right to reject any or all bids for cause.

BOARD OF CHELAN COUNTY COMMISSIONERS

Dated this _____ day of _____, 2026

BOARD OF CHELAN COUNTY COMMISSIONERS

_____
SHON SMITH, CHAIRMAN

ATTEST: ANABEL TORRES

_____
KEVIN OVERBAY, COMMISSIONER

_____
Clerk of the Board

_____
BRAD HAWKINS, COMMISSIONER

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

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BID PROPOSAL FORM

C12 & C14 Culvert Blasting 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:

C12 & C14 CULVERT BLASTING PROJECTBID SCHEDULE						
Item	**Spec #**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Total Price**
1	2-01	MOBILIZATION	L.S	1		
2	3-01	CLEARING & SITE PREPARATION	L.S	1		
3	1-04	MINOR CHANGE	DOL	$10,000.00		
4	3-02 & FP-14, 205	PRE/POST BLAST CONDITION SURVEY	L.S	1		
5	3-02 & FP-14, 205	BLASTING OPERATIONS: CULVERT REMOVAL	L.S.	1		
6	3-02	RESTORATION	L.S	1		
					Base Bid Total	

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

_____ _____

PRINT BIDDER NAME DATE

_____

SIGNATURE OF PRINCIPAL OR OFFICER

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BID PROPOSAL DECLARATION

To the Chelan County Board of County Commissioners:

The undersigned Bidder hereby certifies that the Bidder has examined the sites upon which the Work is to be performed and has read and thoroughly understands the plans, specifications, addenda and contract governing the work, the manner by which payment will be made for such work and time in which to attain Substantial Completion for the C12 & C14 CULVERT BLASTING PROJECT.

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

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

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

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

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

PRINT BIDDER NAME SIGNATURE OF PRINCIPAL OR OFFICER

MAILING ADDRESS CITY STATE ZIP

PRINT NAME OF SIGNATORY TITLE

TELEPHONE FAX

STATE REGISTRATION NUMBER STATE UBI NUMBER

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BID PROPOSAL BOND

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

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following construction to wit: **Chelan County Natural Resources Project:** C12 & C14 Culvert Blasting Project, Chelan County, WA. This Contract provides for the fragmentation blasting of two corrugated metal pipe (CMP) culverts using controlled explosives on Clear Creek, along decommissioned FS Road No. 6101000-1.61-R. This work will result in the removal of two culvert structures (C12 & C14) and creation of an open stream channel similar to that shown in the Final Contract Drawings. Achieving the appropriate approximate shape will require an experienced and knowledgeable blasting firm to identify appropriate locations and quantities of explosives to use. This work also includes, but is not limited to clearing as necessary to safely conduct the referenced work and cleanup of ferrous material as necessary post-blasting. The Contractor will be required to conduct work and provide a blasting plan which complies with the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, Section 205 and its subsections (FP-14, Section 205.), USFS Manual 7100, Chapter 7190 – Explosives and Blasting Materials, the final 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: C12 & C14 Culvert Blasting 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

EMAIL

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). BIDDERS MUST ALSO MEET THE QUALIFICATION REQUIREMENTS OF FP-14, 205 "QUALIFICATIONS" AND SUBMIT ALL NECESSARY DOCUMENTATION UNDER THAT SECTION WITH THEIR BID (APPENDIX D)

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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CERTIFICATION REGARDING DEBARMENT

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

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE

1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

   a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____ By _____
(Authorized Signature)

_____
(Name and Title)

INSTRUCTIONS FOR CERTIFICATION

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

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CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

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

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

_____
BIDDER'S BUSINESS NAME

_____
SIGNATURE OF AUTHORIZED OFFICIAL*

_____
PRINTED NAME

_____
TITLE

_____ _____ _____
DATE CITY STATE

Check One:
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

_____

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

_____

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

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CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE TRAINING

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

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

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

BUSINESS NAME UNIFIED BUSINESS INDENTIFIER (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 **C12 & C14 Culvert Blasting 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 date listed on the final Notice to Proceed and February 28, 2027.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of **$**_____ or as shown in the BID schedule (*Not including Washington State Sales Tax*). Washington State Sales Tax will be paid by the CONTRACTING AGENCY on Progress Payment Base amounts at the time of "Contractor's Application for Payment".
5. The CONTRACTOR shall submit applications for payment in accordance with the 2026 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (Standard Specifications). Applications for payment shall be submitted to the CONTRACTING AGENCY.
6. The term "CONTRACT DOCUMENTS" means and includes the following:
   (A) BIDDING INSTRUCTIONS
   (B) INVITATION TO BID
   (C) BID PROPOSAL FORM
   (D) BID PROPOSAL DECLARATION
   (E) BID PROPOSAL BOND
   (F) BIDDER INFORMATION
   (G) NON-COLLUSION DECLARATION
   (H) CERTIFICATION REGARDING DEBARMENT
   (I) CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES
   (J) CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE TRAINING
   (K) BONDING AND CLAIMS
   (L) AGREEMENT
   (M) PERFORMANCE AND PAYMENT BOND
   (N) NOTICE OF AWARD
   (O) NOTICE TO PROCEED
   (P) CERTIFICATE OF SUBSTAINTIAL COMPLETION
   (Q) CONTRACTORS AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
   (R) CONTRACTORS AFFIDAVIT OF RELEASE OF LEINS
   (S) CONSENT OF SURETY TO FINAL PAYMENT
   (T) SPECIAL PROVISIONS
   (U) CHANGE ORDER(s)
   (V) 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

SIGNATURE

PRINT NAME

TITLE (SEAL)

ATTEST:
Clerk of the Board

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR

SIGNATURE

PRINT NAME

ADDRESS

TITLE (SEAL)

EMPLOYER ID NUMBER: _____

ATTEST:

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:

C12 & C14 Culvert Blasting Project

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

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

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

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

IN WITNESS THEREOF, the said CONTRACTOR and the said surety caused this bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers, this _____ day of _____, 20_____.

_____

PRINCIPAL

BY _____

TITLE _____

ATTEST (If Corporation) WITNESSES (If Individual or Partnership)

_____ _____

_____ _____

CORPORATE SEAL

BY _____

TITLE _____

APPROVED AS TO FORM

SURETY _____ _____

BY _____ BY _____

(Attorney for _____)

Address of local office and agent of Surety Company is:

_____

_____

_____

☐ **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 C12 & C14 Culvert Blasting 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 C12 & C14 Culvert Blasting 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 February 28, 2027.

_____
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: C12 & C14 Culvert Blasting Project

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

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

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

DATE OF ISSUANCE: _____

Project or Designated Portion Shall Include:

The work performed under this CONTRACT has been reviewed and found to be substantially complete. The date of substantial completion of the project or portion thereof designated above is hereby established as of_____20_____ which is also the date of commencement of applicable warranties as required by the Contract Documents, except as stated below.

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

CONTRACTOR	BY	DATE

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

CHELAN COUNTY COMMISSIONER	BY	DATE

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

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

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CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBT AND CLAIMS

PROJECT: C12 & C14 Culvert Blasting Project

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

CONTRACTING AGENCY ☐
ENGINEER ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

STATE OF: WASHINGTON **CONTRACT FOR:** _____

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

The undersigned hereby certifies that, 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: _____
ADDDRESS: _____

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: C12 & C14 Culvert Blasting Project

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

CONTRACTING AGENCY ☐
ENGINEER ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

STATE OF: WASHINGTON **CONTRACT FOR:** _____

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

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

Exceptions are as follows:

_____

_____

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: _____
ADDDRESS: _____

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:	C12 & C14 Culvert Blasting Project		
		CONTRACTING AGENCY	☐
	Chelan County	ENGINEER	☐
TO	Natural Resources Department	CONTRACTOR	☐
CONTRACTING	411 Washington Street, Suite 201	SURETY	☐
AGENCY:	Wenatchee, WA 98801	OTHER	☐

STATE OF: WASHINGTON **CONTRACT FOR:** _____

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

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

_____, SURETY COMPANY,

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

_____, CONTRACTOR, _____

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

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

_____
SURETY COMPANY NAME

Attest: _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

(SEAL) _____
PRINTED NAME AND TITLE

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SPECIAL PROVISIONS

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INTRODUCTION TO THE SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

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

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

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

(March 8, 2013 APWA GSP) = Identifies APWA GSP and date created

(April 1, 2013 WSDOT GSP) = Identifies WSDOT GSP and date created

(******) = Identifies project specific Special Provision

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects-FP-14,* Federal Highway Administration, current Section 205 and it's subsections
- *USFS Manual 7100*, Chapter 7190 – Explosives and Blasting Materials

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

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

DIVISION 1
GENERAL REQUIREMENTS

1-01 DEFINITIONS AND TERMS

(******)

Description of Work

Chelan County Natural Resources Project: C12 & C14 Culvert Blasting Project, Chelan County, WA. This Contract provides for the fragmentation blasting of two corrugated metal pipe (CMP) culverts using controlled explosives on Clear Creek, along decommissioned FS Road No. 6101000-1.61-R. This work will result in the removal of two culvert structures (C12 & C14) and creation of an open stream channel similar to that shown in the Final Contract Drawings. Achieving the appropriate approximate shape will require an experienced and knowledgeable blasting firm to identify appropriate locations and quantities of explosives to use. This work also includes, but is not limited to clearing as necessary to safely conduct the referenced work and cleanup of ferrous material as necessary post-blasting. The Contractor will be required to conduct work and provide a blasting plan which complies with the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, Section 205 and its subsections (FP-14, Section 205.), USFS Manual 7100, Chapter 7190 – Explosives and Blasting Materials, the final 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 the "Owner" and "Contracting Agency" are equivalent.

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

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

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for "Contract".

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

This section is deleted and replaced with the following

(******)

1-02.1 Qualifications of Bidder

(February 17, 2026 APWA GSP Option B)

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

The following new subsection is added:

(******)

1-02.1(2) Project Specific Supplemental Qualifications Criteria

The Contractor shall submit a "Statement of Qualifications" with this bid. Bidders must also meet the qualification requirements of FP-14, Section 205.04 "Qualifications" and submit all necessary documentation under that section with their bid (Appendix D).

In addition to personnel "Qualifications" required in FP-14 Section 205.04, the Contractor shall have prior experience with at least three (3) similar projects in the last twelve (12) 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:

- Those which have had blasting operations in a stream channel which result in the removal of a culvert structure and the creation of an open channel.

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

This section is deleted and replaced with the following:

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

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

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

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

Section 1-02.4 is supplemented with the following:

(******)

An **optional** Pre-Bid conference with representatives from the CONTRACTING AGENCY will be held

virtually on October 27, 2026 at 9:30 A.M. PDT. Attendees are able to join via phone by dialing +12532050468,,89911042084#,,,,*419538# US or via the web at: https://us06web.zoom.us/j/89911042084?pwd=jWqiTs9nii9JOWaoDmUrW5NaOl3ait.1 .

This project area is located on public property and open for inspection at any time. Site Access: From Plain, WA Head toward Chiwawa Loop Road and continue straight onto Chiwawa Loop Road for 3.4 miles. Take a slight right onto Lower Chiwawa River Rd/NF-6100 and travel 1.6 miles. Turn right onto Deep Creek Forest Service 6101 Rd/NF-6101, travel 1.8 miles, park on the widened road shoulder and walk decommissioned FS Road No. 6101000-1.61-R to access the sites (C12: 47.818085039 N, -120.60928254 W; C14: 47.817173135 N, -120.60683094 W).

1-02.4(1) General

(December 30th, 2022 APWA GSP Option B)

The first sentence of the ninth paragraph beginning with "Prospective Bidders desiring…", is revised to read:

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

1-02.5 Proposal Forms

(February 17, 2026 APWA GSP)

Delete this section and replace it with the following:

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

1-02.6 Preparation of Proposal

Section 1-02.6 is supplemented with the following:

(******)

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW the State of Washington, Owner encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this invitation or as a subcontractor to a bidder. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids, no minimum level of MWBE participation shall be required as

a condition for receiving an award and bids will not be rejected or considered nonresponsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

(February 17, 2026 APWA GSP, Option C)

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

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

Supplement the second paragraph with the following:

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

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

> The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.
>
> The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.
>
> A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).
>
> A bid by a partnership shall be executed in the partnership name and signed by a partner.
>
> A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture.
>
> The bidder shall fill out the bidder questionnaire completely.

1-02.7 Bid Deposit

Section 1-02.7 is supplemented with the following:

(******)

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

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

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

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

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

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

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project if applicable;

2. Name of the project;

3. The Contracting Agency named as obligee;

4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;

5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;

6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

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

1-02.9 Delivery of Proposal

(November 21, 2025 APWA GSP, Option A)

Delete this section and replace it with the following:

GENERAL

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

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

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

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

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

(******)
All sealed bids shall be delivered to:

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

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(******)

Delete this section, and replace it with the following:

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

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

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

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

1-02.12 Public Opening of Proposal

Section 1-02.12 is supplemented with the following:

(******)

Date of Opening Bids

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

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

The bid opening date for this project is scheduled for Monday, November 9, 2026. The bids received will be publicly opened and read on this date at **11:00 AM**, or as soon as possible thereafter.

1-02.13 Irregular Proposals

(******)

Delete this section and replace it with the following:

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

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

This section is supplemented with the following:

(******)

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

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option A)

Delete this section and replace with the following:

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

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(******)

Revise the first paragraph to read:

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

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

1-03.3 Execution of Contract

(February 17, 2026 APWA GSP, Option A)

Revise this section to read:

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

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

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

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

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

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

2. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,

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

Add the following new section:

1-03.7 Judicial Review

(December 30, 2022 APWA GSP)

Revise this section to read:

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

1-04 SCOPE OF WORK

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

This section is revised to read:

(******)

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

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

(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

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

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

1-04.4 Changes

(January 19, 2022 APWA GSP)

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

1-04.4(1) Minor Changes

(May 30, 2019 APWA GSP)

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to $10,000 or less may be made under the Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time.

1-04.6 Variation in Estimated Quantities

Include as written.

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.

The contractor shall clean up all ferrous material generated post-blasting as directed by the Contracting Agency and dispose of said materials at an approved disposal site.

1-05 CONTROL OF WORK

1-05.4 Conformity with and Deviations from Plans and Stakes

Add the following new subsections:

(******)

1-05.4(1) Contractor Surveying

The Contractor shall capture the channel profile in their pre and post blast condition survey and utilize the pre-blasting site elevations shown on the plans to confirm that the design channel profile shown is achieved. The contractor will be responsible for setting, maintaining and replacing as necessary any grade or alignment markers that may be necessary for completing the work.

See section 3-02.3 for additional information.

1-05.4(3) Measurement

No unit of measurement shall apply to this work. It is incidental to the Contract.

1-05.4(4) Payment

No individual payment shall be made for this work. It is incidental to the Contract.

1-05.7 Nonconforming Work

(February 17, 2026 APWA GSP)

Supplement this section with the following:

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

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

1-05.7(1) Identification of Nonconforming Work

Replace this section with the following:

The Contractor is responsible for quality control and shall identify all Nonconforming Work. The Contracting Agency may also identify Nonconforming Work. However, failure by the Contracting Agency to identify Nonconforming Work shall not relieve the Contractor from their responsibility

for the quality of the Work, nor shall it constitute acceptance or approval of the Nonconforming Work.

1-05.7(2) Reporting of Nonconforming Work

Replace this section with the following:

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

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

1-05.7(3) Remediation of Nonconforming Work

Supplement this section with the following:

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

If the Contracting Agency remedies Nonconforming Work after the specified time when a remedy was to be completed, by any means deemed necessary, direct and indirect costs incurred by the Contracting Agency attributable to correcting and remedying Nonconforming Work not corrected by the time provided in the notice, or Work the Contractor failed or refused to perform, shall be paid by the Contractor.

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

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

1-05.8 Vacant

Section 1-05.8 is replaced with the following:

(******)

1-05.8 Required Submittals and Approvals

The following is a list of required submittals due to the Contracting Agency as detailed in the respective section of the Standard Specifications and these Special Provisions. The Contractor shall prepare and

submit the following submittals according to the requirements for each submittal. Each submittal shall be submitted to the Contracting Officer via e-mail unless otherwise directed. The Owner's approval shall be required prior to commencing work related to each submittal.

NAME	SPEC. SECTION	NOTICE PERIOD
Detailed General Blasting Plan	FP-14, 205.05	As written.
Detailed Site-Specific Blasting Plan	FP-14, 205.0-05(b)	As written.
Type A Project Schedule with working hours per day shown	1-08.3	14 days
Fire Prevention and Countermeasures Plan	1-07.3(1)	14 days
Pre and Post Blasting Site Condition Plan	FP-14, 205.06-09	As written.
Vibration and Air Blast Report	FP-14, 205.06-09	As written.
Post Blast Report	FP-14, 205.06-09	As written.

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

(******)

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

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

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

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

The following new subsection is added:

(******)

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices

(January 4, 2024 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be served and directed to the Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be written in paper format, hand delivered or sent via certified mail delivery service with return receipt requested to the Engineer's office. Electronic copies such as e-mails or electronically delivered copies

of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

1-07.2 State Taxes

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

(******)

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

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

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

(******)

The project area is in Fire Shutdown Zone 680. *Partial hoot owl, Partial shutdowns, and General Shutdowns may come into effect during the operating period of this contract. For a summary of USFS Industrial Fire Precaution Levels, visit: https://www.dnr.wa.gov/ifpl.

The contractor is responsible for securing and maintaining any necessary IFPL work waivers and conducting this work in a fire-wise manner.

The contractor must develop and submit a Fire Prevention Plan.

1-07.5 Environmental Regulations

1-07.5(1) General

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

(******)

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

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

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

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

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

The Contractor will construct and maintain barriers in work areas and in material sources to prevent sediment, petroleum products, chemicals, and other liquids and solids from entering wetlands or waters of

the United States. Remove and properly dispose of barrier collected material. There will be no revisions to any terms or conditions of permits without the approval of the issuing agency.

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

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

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

(******)

Work below Ordinary-High-Water Mark is subject to project permits which restrict such work to occur between July 1 and February 28 of a given calendar year. However, all work must be completed in compliance with IFPL restrictions, during times of minimal water and erosion potential, and in compliance with the Northern Spotted Owl (Strix occidentalis caurina) nesting season. The allowable time frame for this work to occur will be from the date issued on the Notice to Proceed through February 28, 2027. Prior to blasting, survey and assessment of the surrounding area to verify potential Northern Spotted Owl (Strix occidentalis caurina) and/or other endangered species' presence/habitat will be completed and work cannot occur until said surveys are complete.

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

1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

(******)

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

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.	STATUS

Hydraulic Project Approval	WDFW/USFS	APPS ID 0044684	Received
Regional General Permit 8 – USFS Aquatic Restoration Program	USACE / USFS	NWS-2004-189	Applicable/authorized through USFS*
Section 106 – No Historic Properties Affected Concurrence	USFS/DAHP	DAHP Log No. 2025-09-06240	Complete
ESA Programmatic Consultation- Project Consistency Verification	NMFS/USFWS/USFS	NMFS WCRO-2019-00249-9635; USFWS 01EWFW00-2019-B-0027	Complete
Inadvertent Discovery Plan	USFS - Okanogan-Wenatchee National Forest	April 2026	Final

1-07.9 Wages

1-07.9(1) General

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

(******)

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

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

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

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

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

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

1-07.9(5)A Required Documents

(February 17, 2026 APWA GSP, Option A)

Revise this section to read:

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

(******)

Intents and Affidavits

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

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

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

Certified Payrolls

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

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

Penalties for Noncompliance

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

1-07.11 Requirements for Nondiscrimination

(October 1, 2020 APWA GSP, Option A)

Supplement this section with the following:

Disadvantaged Business Enterprise Participation

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

DBE Goals

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

Affirmative Efforts to Solicit DBE Participation

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

1-07.16 Protection and Restoration of Property

1-07.16(1) Private/Public Property

Supplement this Section with the following:

(******)

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

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

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

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

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(******)

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification. There is minimal infrastructure nearby, with the closest FS road approximately 800-1,000 feet upstream of the existing culverts, There are no known utilities present within the work area. It is the responsibility of the Contractor to coordinate a locate for the site prior to conducting any ground disturbing work.

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

Chelan County Public Utility District
Chris Moser
(509) 661-4128
Chris.Moser@chelanpud.org

811- CALL BEFORE YOU DIG
Dial 811 or 800-424-5555

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(January 4, 2024 APWA GSP)

1-07.18(1) General Requirements

A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.

B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. The Contractor shall not begin Work under the Contract until the required insurance has been obtained and approved by the Contracting Agency.

G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

I. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A **"**wrap up policy**"** is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project**.**

1-07.18(2) Additional Insured

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

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers;
- Natural Systems Design (Project Engineer) and its officers, elected officials, employees, agents, and volunteers;
- United States Forest Service (USFS) and its officers, elected officials, employees, agents, and volunteers

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 <u>not</u> satisfy these requirements – actual endorsements must be submitted.

5. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Contracting Agency, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow the Contractor or others providing insurance evidence in compliance with these Specifications to waive their right of subrogation prior to a loss. The Contractor hereby waives its own right of subrogation against the Contracting

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

$1,000,000	Combined single limit each accident

1-07.18(5)C Workers' Compensation

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

1-07.22 Use of Explosives

Add the following language to the end of this section:

All blasting shall be done in compliance with FP-14, 205 and USFS Manual 7100, Chapter 7190 – Explosives and Blasting Materials.

1-07.24 Rights of Way

(April 22, 2025 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

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

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

statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-08 PROSECUTION AND PROGRESS

Add the following new section and subsections:

(******)

1-08.0 Preliminary Matters

(May 25th, 2006 APWA GSP)

1-08.0(1) Preconstruction Conference

(October 21, 2025 APWA GSP)

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

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

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

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

1-08.0(2) Hours of Work

(******)

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

be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

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

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

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

1-08.1 Subcontracting

(December 30, 2022 APWA GSP, Option A)

Section 1-08.1 is supplemented with the following:

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

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

(W)Request to Sublet Work (WSDOT Form 421-012), and

(X) Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (WSDOT Form 420-004).

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

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

1-08.3(2)A Type A Progress Schedule

Revise this section to read:

(******)

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

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

(******)

1-08.4 Notice to Proceed and Prosecution of Work

(February 17, 2026 APWA GSP)

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

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

1-08.5 Time for Completion

(******)

Section 1-08.5 is supplemented with the following:

All onsite work shall occur between the date listed on the Notice to Proceed and February 28, 2027 and the project shall be substantially complete no later than February 28, 2027 unless otherwise directed by the Contracting Agency. Final project start date shall be determined by the issuance of the Notice to Proceed, which shall be delivered to the contractor upon acceptance of all Contractual and Plan submittals.

The project area is located in Fire Shutdown Zone 680. Partial hoot owl, Partial shutdown, and General Shutdown may come into effect during the performance period of this contract. For a summary of Industrial Fire Precaution Levels visit: https://www.dnr.wa.gov/ifpl. No payment shall be made for standby time or delays resulting from weather, natural disasters or other acts of God, including Industrial Fire Precaution Level work restrictions. Overall Performance Period may be extended to reflect delays from natural disasters. It is the sole responsibility of the Contractor to comply with all applicable IFPL and/or fire suppression requirements and/or restrictions set in place.

(February 17, 2026 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

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

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

Revise the sixth paragraph to read:

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

1. The physical Work on the project must be complete; and

2. The Contractor must furnish all documentation required by the Contract and required by law, to allow the Contracting Agency to process final acceptance of the Contract. The following documents must be received by the Engineer prior to establishing a completion date:
   a. Certified Payrolls (per Section 1-07.9(5)).
   b. Material Acceptance Certification Documents
   c. Monthly Reports in DMCS of the amounts paid including the final payment confirmation to all firms required by Section 1-08.1(7)A if applicable
   d. Final Contract Voucher Certification
   e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all subcontractors
   f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
   g. Property owner releases per Section 1-07.24

1-09 PAYMENTS

1-09.9(1) Retainage

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

1-09.2(5) Measurement

Revise the first paragraph to read:

The Contractor shall submit payments in accordance with this section and when applicable that of FP-14 Section 205.

1-09.9 Payments

(******)

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 Contracting Officer A progress estimate cutoff date will be established at the preconstruction conference.

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

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

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.

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

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

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

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

The sixth paragraph of Section 1-09.9 is deleted.

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(December 30th, 2022 APWA GSP)

Revise this section to read:

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

1-09.13 Claims Resolution

1-09.13(1)A General

(December 30, 2022 APWA GSP)

Revise this section to read:

> Prior to seeking claims resolution through arbitration or litigation, the Contractor shall proceed in accordance with Sections 1-04.5 and 1-09.11. The provisions of Sections 1-04.5 and 1-09.11 must

be complied with in full as a condition precedent to the Contractor's right to seek claim resolution through binding arbitration or litigation.

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

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

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

1-09.13(3)A Arbitration General

(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

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

1-09.13(4) Venue for Litigation

(December 30th, 2022 APWA GSP)

Revise this section to read:

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

DIVISION 2
TEMPORARY FEATURES

2-01 MOBILIZATION

2-01.4 Vacant

Section 2-01.4 is replaced with the following:

(******)

2-01.4 Measurement

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

2-01.5 Payment

Payment for this item shall be in accordance with the following WSDOT Standard Specification:

(******)

Payment will be by lump sum as "Mobilization".

Based on the lump sum Contract price for “Mobilization”, partial payments will be made as follows:

1. When 5 percent of the total original Contract amount is earned from other Contract items, excluding amounts paid for materials on hand, 50 percent of the amount Bid for mobilization, or 5 percent of the total original Contract amount, whichever is the least, will be paid.
2. When 10 percent of the total original Contract amount is earned from other Contract items, excluding amounts paid for materials on hand, 100 percent of the amount Bid for mobilization, or 10 percent of the total original Contract amount, whichever is the least, will be paid.
3. When the Substantial Completion Date has been established for the project, payment for mobilization in excess of 10 percent of the total original Contract amount, if any, will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

DIVISION 3
EARTHWORK

3-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

3-01.1 Description

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

(******)

The Contractor shall only remove the minimum amount of vegetation necessary to safely complete the work. Prior to any clearing, the Contractor shall flag the extents of the limits of disturbance for review and approval by the Contracting Agency.

No tree removal or trimming shall occur until the Contracting Officer or Engineer has given approval for clearing. The Contracting Officer or Engineer may direct the Contractor to modify the Work to avoid damage to roots and surrounding vegetation within the blast zone. Such modifications will be minor in nature and will not constitute an appreciable change in the nature or intent of the Work.

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

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

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

3-01.2 Disposal of Usable Material and Debris

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

This section is deleted and replaced with the following:

(******)
Open burning is prohibited.

Add the following new sections:

(******)

3-01.2(4) Disposal Method No. 4 – Lop and Scatter

Cut limbs, branches, tree tops, and unwanted boles into lengths suitable for handling by hand. Cuts shall be made with hand tools (loppers, hand saw, etc.) or small equipment (sawzall, small chainsaw, etc.) approved by the Contracting Agency or Project Engineer. Once cut to an acceptable length, the material shall be spread evenly to a depth no greater than 6-inches.

3-01.3(3) Vacant

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

(******)

3-01.4 Measurement

This section is supplemented with the following:

(******)

No unit of measurement shall apply to the lump sum bid item for "Clearing & Site Preparation."

3-01.5 Payment

This section is supplemented with the following:

(******)

Payment for the lump sum bid item "Clearing & Site Preparation" shall include all necessary clearing and site preparation performed under this contract.

3-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

3-02.1 Description

This section is supplemented with the following:

(******)

This Contract provides for the fragmentation blasting of two CMP culverts using controlled explosives and removal of ferrous material post-blasting. This work will result in removal of the culvert structures and creation of an open stream channel similar to that shown in the Final Contract Drawings. The Contractor shall follow the requirements for the associated work as listed in this section as well as Appendices D & E.

3-02.3 Construction Requirements

3-02.3(2) Removal of bridges, Box Culverts and Other Drainage Structures

This section is supplemented with the following:

(******)

The referenced culverts are located entirely within the Okanogan-Wenatchee National Forest on decommissioned FS Road No. 6101000-1.61-R. The following drainage structures will be destroyed in place using controlled explosives:

Culvert	Dimensions	Location	Existing Channel Gradient
C12	18" wide X 34' length	North Fork of Clear Creek in	Averages 12%

		the Chiwawa sub-watershed of the Wenatchee River watershed at Latitude: 47.818085039, Longitude: -120.60928254.	
C14	18” wide X 54’ length	East Fork of Clear Creek, also within the Chiwawa sub-watershed of the Wenatchee River watershed. Latitude: 47.817173135 Longitude: -120.60683094.	Averages 18%

Test Blasting:

Test blasting can occur at one of the culvert sites. No separate full-scale test blast is required. Delete the generic 100-cubic-yard test-blast provision as listed in FP-14 Section 205.

Blasting Requirements:

The methods and requirements for blasting will follow the FP-14 Section 205 for Rock Blasting and USFS Manual 7100, Chapter 7190 – Explosives and Blasting Materials. All work needs to occur in compliance with the HPA (and other project permits), IFPL levels and NSO nesting seasons. There is no vehicle access to the culvert locations; the Contractor will need to transport materials and equipment necessary to complete the work from USFS Rd 6101 to the project sites. The selected firm will need to identify appropriate locations and quantities of explosives to use to reach the intended post-blasting channel shape as established in project designs (Appendix C). For C-12 culvert approximately 27 cubic-yards of material is expected to be blasted away including the culvert. For C-14 culvert approximately 168 cubic-yards of material is expected to be blasted away including the culvert.

The design sheet developed to illustrate desired conditions following blasting identifies the approximate extents and desired shape of the finished channel following blasting. Achieving the appropriate approximate shape will require an experienced and knowledgeable blasting firm to identify appropriate locations and quantities of explosives to use.

Post-Blasting Requirements:

The Contractor shall blast the culverts to achieve the approximate geometry shown on the Contract Drawings, remove accessible ferrous debris and dispose of offsite, remove hazardous loose material, and perform minor hand trimming required to leave a continuous and safe channel. If the blast fails because of the Contractor’s deficient blasting plan, methods, or execution, the Contractor should remain responsible for correcting the nonconforming work, which could include a supplemental blast or other corrective work approved by the Contracting Agency. Major adaptive-management grading, wood placement, or

channel modification following agency inspection will be performed by the Contracting Agency, unless required to correct Contractor nonconforming work.

The Contractor shall apply the USFS-approved seed mix and certified weed-free straw immediately after Contracting Agency approval of the new channel reconfiguration. Seeding shall be completed no later than November 15 of any given year. If soil is frozen or otherwise unsuitable for seeding at that time, seeding and straw placement shall be deferred until suitable conditions occur the following spring. The Contracting Agency will furnish the seed to the Contractor for placement. The Contractor will be responsible for furnishing and placing the certified weed-free straw.

Submittals: See Appendix D, FP-14 section 205.05-205.09 and section 1-05.8 for a full list of submittal requirements.

Blasting Plans: Include as written in FP-14, Section 2-05.05, Appendix D.

Pre- and Post-Blast Condition Survey: The Contractor shall submit comparable pre-blast and post-blast condition surveys for each site including dated photographs or video of the culverts, road prisms, channel profile and slope, channel bed and banks, stable wood, living trees, exposed roots, access routes, isolation measures, and other potentially affected natural features. The Contractor shall utilize the elevation table as shown on the final contract drawings for ensuring that channel conditions area met post survey. See section 1-05.4(1) for additional information.

Post Blast Report: The Contractor is required to submit a post-blast report for each blast. The report must be submitted within three days after the blast. See Appendix D, FP-14 Section 205.09(a), and tailor the report requirements to the culvert-removal work.

Vibration and Air Blast Report: The Contractor is required to submit an air-blast monitoring and reporting for each culvert blast. The report shall be submitted within three days after each blast.

Closeout Statement: The contractor is required to provide a signed copy of the written closeout statement as outlined in FP-14 Section 205.09(c).

3-02.4 VACANT

This section is replaced with the following:

(******)

3-02.4 Measurement

No unit of measurement shall apply to the lump sum bid item “Pre/Post Blast Condition Survey.”

No unit of measurement shall apply to the lump sum bid item “Blasting Operations: Culvert Removal.”

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

3-02.5 Payment

This section is supplemented with the following:

(******)

Payment for the lump sum bid item “Pre/Post Blast Condition Survey” shall include all equipment, labor and personnel necessary to survey each culvert site before and after the culvert removal by blasting as

specified in this section and 1-05.4(1) of the special provisions.

Payment for the lump sum bid item “Blasting Operations: Culvert Removal” shall include all equipment, labor and personnel necessary to remove and dispose of the existing culvert infrastructure onsite and completion of all submittals listed in this section, FP-14 Section 205 and section 1-05.8 of the special provisions.

Payment for the lump sum bid item “Restoration” shall include all equipment, labor and personnel necessary to fulfill the post-blast requirements as listed in this section.

DIVISION 8
MISCELLANEOUS CONSTRUCTION

8-31 TEMPORARY STREAM DIVERSION

Section 8-31 is replaced with the following:

(******)

8-31 TEMPORARY WATER MANAGEMENT

All references in this section to "TSD" or "temporary stream diversion" are replaced with "TWM" and "temporary water management".

8-31.1 Description

If water is present, the Contracting Agency will work with the Contractor to determine the blast radius and install block nets at the upstream and downstream extents and conduct fish removal within the work area.

8-31.2 Materials

The Contracting Agency will provide all materials necessary to conduct this work.

8-31.3 Construction Requirements

8-31.3(1) General

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

All work related to fish removal will be performed by the Contracting Agency at no cost to the Contractor.

The Contractor cannot begin in-water work until the Contracting Agency has safely captured and relocated all fish and other aquatic organisms trapped between the block nets or that may become trapped inside the proposed isolation area.

Block nets shall be installed at locations with reduced flow volume or velocity, uniform depth, and good accessibility. Block nets shall be secured along both banks and the channel bottom to prevent failure from debris accumulation, high flows, and/or flanking. Block nets should not be used as blast-debris containment. The blasting plan should establish a blast/debris control zone and locate or protect the nets accordingly.

8-31.3(3)B Contracting Agency Provided Materials

The Contracting Agency will provide and install all fish exclusion materials.

8-31.4 Measurement

No unit of measure shall apply to this work.

8-31.5 Payment

No payment will be made for this work.

END OF SPECIAL PROVISIONS

APPENDICES

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APPENDIX A: PREVAILING WAGES

FEDERAL WAGE RATES

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

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

WASHINGTON STATE WAGE RATES

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

APPENDIX B: PROJECT PERMITS

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.	STATUS	DOCUMENT ACCESS
Hydraulic Project Approval	WDFW/USFS	APPS ID 0044684	Received	https://www.co.chelan.wa.us/files/natural-resources/documents/Construction_Contracting/Hydraulic%20Project%20Approval_2025-09-12.pdf
Regional General Permit 8 – USFS Aquatic Restoration Program	USACE / USFS	NWS-2004-189	Applicable/authorized through USFS*	https://publibrary.sec.usace.army.mil/api/download?id=5a444bc3-9e0b-4c26-b9f7-ddaf11c9696a&filename=20231113-RGP8-CompleteText.pdf&token=&preview=true
Section 106 – No Historic Properties Affected Concurrence	USFS/DAHP	DAHP Log No. 2	Complete	https://www.co.chelan.wa.us/files/natural-resources/documents/Construction_Contracting/C12_C14_DAHP%20Concur.pdf
ESA Programmatic Consultation-Project Consistency Verification	NMFS/USFWS/USFS	NMFS WCRO-2019-00249-9635; USFWS 01EWFW00-2019-B-0027	Complete	N/A
Inadvertent Discovery Plan	USFS - Okanogan-Wenatchee National Forest	April 2026	Final	TBD

APPENDIX C: CONTRACT DRAWINGS

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

https://www.co.chelan.wa.us/files/natural-resources/documents/Construction_Contracting/C12%20%26%20C14%20CULVERT%20BLASTING%20DETAILS_20260824.pdf

APPENDIX D:
FP-14 Section 205 Specifications

Section 205. — ROCK BLASTING

This section is revised to read:

(******)

Description

205.01

This work consists of rock and/or culvert fragmentation blasting using production and controlled blasting techniques to construct engineered rock cuts.

205.02 Definitions.

The Contractor shall conduct controlled blasting techniques to complete this work.

(a) Production blasting. Blasting using widely spaced blast holes that typically contain larger explosive charges to expedite movement and fragmentation for rock removal.

(b) Controlled blasting. Blasting that includes presplit blasting and cushion blasting hole techniques. Controlled blasting uses closely-spaced and carefully aligned blast holes that typically contain lighter charges than production holes to produce stable, aesthetically pleasing rock faces with minimal blast damage. Controlled blast holes are the first row of blast holes, normally located within 24 inches (600 millimeters) of the top of the staked slope.

(1) Presplit blasting. Presplit blasting detonates closely spaced backslope holes before drilling for production blasting or before detonating the production blasting holes to produce a highly controlled, smooth cut face.

(2) Cushion blasting. Cushion blasting is similar to presplitting, except that the detonation of the cushion holes along the backslope is detonated immediately after the detonation of the production and buffer holes, generally resulting in a more natural cut face appearance.

Construction Requirements

205.03 Regulations. Comply with Federal, state, and local regulations for the purchase, transportation, storage, and use of explosive material. Federal regulations include the following:

(a) Safety and health. OSHA, 29 CFR Part 1926, Subpart U.

(b) Storage, security, and accountability. Bureau of Alcohol, Tobacco, and Firearms (BATF), 27 CFR Part 555, *Commerce in Explosives*.

(c) Shipment. DOT, 49 CFR Parts 171-179, 390-397.

(d) National Park Service. For projects in National Park Service lands, comply with National Park Service Director's Order No. 65, *Explosives Use and Blasting Safety*.

205.04 Qualifications. Submit the following for approval with the bid for review by the Contracting Agency.

(a) Blaster-in-charge. Furnish an individual who can directly supervise the drilling and blasting crew during drilling, loading, and detonation of charges. Include the following:

(1) Name of blaster-in-charge;

(2) A résumé showing at least 5 years' experience as a blaster-in-charge on projects with similar work;

(3) Copy of a valid blaster license accepted by the state where the project is located for the type of blasting required; and

(4) Five references with knowledge of qualifications and reliability. Include name, relationship, and current telephone number for each reference.

(b) Blasting crew personnel. Names of personnel and evidence they have completed at least 24 hours of blasting safety training in the last 5 years' or have at least 2 years' of blasting experience.

(c) Drillers. Names and evidence they are proficient in drilling methods required to perform the work.

(d) Vibration specialist. Name and résumé showing at least 5 years' experience as a vibration specialist on projects with similar work.

205.05 Blasting Plans. Submit proof of applicable permits, licenses, and a general blasting plan signed by the blaster-in-charge at least 14 days before drilling and blasting operations.

(a) General blasting plan. Submit a general blasting plan for review and approval by the CO or Engineer. Include the following:

(1) Procedures and safety precautions for transporting, handling, storing, loading, and detonating explosives, conducting pre- and post-blast surveys, monitoring blasts, managing misfires, and removing and disposing of excess explosives.

(2) Explosives transportation and storage plan, including:

(a) Name, address, and telephone number of explosives suppliers;

(b) Description and license number of explosives transport vehicles, routes to be traveled, proposed hours of travel, and driver qualifications;

(c) Magazine and day-box locations;

(d) Explosives and accessories inventory system; and

(e) Contact information for the person responsible for security of project blasting material and supplies.

(3) Area security plan including explosives and general site security, methods of site communication, pre- and post-blast signage and audible signaling systems, road closure requirements, and pre-blast notification for affected agencies or entities.

(4) Manufacturer's MSDS and product data sheets for proposed explosives, primers, initiators, and

related blasting devices and accessories.

(5) Typical plan and section views for both production and controlled blasting, including stationing intended for each typical plan, maximum blast length, free face, burden, hole spacing, hole inclination, hole depth, hole diameter, stemming depth, subdrill depth, powder factor, charge per delay, initiation method and sequence, and delay times.

(6) Methods for limiting dust and noise.

(7) Fire watch plan including number of post-blast observers and duration of the fire watch.

(8) Contingency plan for blast flyrock containment, including the names and qualifications of those responsible for preparing containment system designs.

Do not deliver explosives to the project until the general blasting plan is accepted. Submit revisions and updates within 48 hours of changes in the above information.

(b) Site-specific blasting plans and general plan revisions and updates. Submit site-specific blasting plans after approval of the general blasting plan or at times there is a change in drilling and blasting methods provided in the general blasting plan. Allow 3 days for approval. Do not begin drilling until the plan is approved. Include the following:

(1) Station limits and plan view of the proposed blast~~,~~

(2) Elevations of the tops and bottoms of each lift;

(3) Scaled drawings for each blast showing access, containment, plan and section views of drill patterns, clearing limits, free face, burden, blast hole locations, blast hole spacing, subdrill depths, lift height, blast hole diameters, and blast hole angles;

45) Loading diagram for each blast showing powder factor, charge per delay, type and quantity of explosives, primers, initiators, locations of decking, and range of stemming depths for substantial variations within the drill pattern;

(5) Initiation method and sequence of blast holes for each blast. Include delay times, delay system, and down hole firing times;

(6) Flyrock control measures;

(7) Estimated volume of in-place rock to be blasted. Include the total length of production and controlled blast hole;

(8) Location and orientation of significant joints, fractures, faulting, bedding planes or other rock mass structural features to be accounted for in the site-specific blasting plan; and

(9) Post-blast rockfall containment designs and procedures.

205.06 Pre-Blast Condition Survey and Vibration Monitoring and Control. The Contractor is responsible for damage resulting from blast related ground vibrations and air-blast over-pressures. Determine the need for vibration monitoring depending on soil and rock conditions, blasting parameters as outlined in the blasting plan, and proximity of buildings, structures, utilities, and sensitive natural features that may be subject to damage from ground vibrations or air-blasts. If vibration monitoring is required conform to the following requirements:

(a) If not specified in the contract, establish referenceable blasting criteria for buildings, structures, utilities and natural features that conform to federal, state, or local regulations. Present blasting criteria in

terms of distance of the facility or feature from blasting, maximum allowable peak particle velocity limits versus structure type, maximum allowable peak particle velocity versus peak frequency, and air over-pressure structure damage limits.

(b) Conduct a pre-blast condition survey of nearby buildings, structures, utilities, and natural features potentially damaged by blasting-related ground vibrations or air-blast. Document the natural frequency of each affected structure or feature. Use a survey method acceptable to the Contractor's insurance company. Submit a copy of pre-blast condition survey records with the site-specific blasting plans for CO or Engineer review.

(c) Control ground vibrations and air-blast over-pressures with properly designed delay sequences and maximum allowable charge weights per delay. Verify allowable charge weights per delay by conducting representative trial blasts and measuring ground vibrations and air-blast over-pressure levels. Conduct test blasts with blast plan modifications that limit ground vibrations and air-blast over-pressures to levels that will not cause damage to nearby buildings, structures, utilities and natural features as determined by the vibration specialist.

(d) When ground vibration or air-blast damage is possible, monitor each blast with digital recording seismographs and air-blast monitoring equipment calibrated within the last year and approved by the CO or Engineer. Locate monitoring equipment as directed by the vibration specialist. Place at least three recording stations between the blast area and closest susceptible structures, utilities, or natural features. Place at least one station on the structure. For ground vibration monitoring, use seismographs capable of recording particle velocity, displacement and acceleration for three mutually perpendicular components of vibration. Use a seismograph with a lower linear response limit over the response frequency range of not more than 2 hertz and upper limit not less than 50 hertz. Use sensors having lower thresholds not higher than 0.005 inches (0.13 millimeters), 0.05 inches (1.3 millimeters) per second, and 0.02g. Use seismographs capable of producing a permanent digital time history file for each ground motion episode.

Ensure blasting operations incorporate collected data and findings from vibration monitoring by having the vibration specialist interpret seismograph and air-blast records.

205.07 Test Blasting. Before beginning full-scale drilling and blasting, demonstrate adequacy of the site-specific blasting plan by drilling, blasting, and excavating a test blast of up to 27 cubic yards with proposed containment measures in-place.

A test blast is unacceptable when it results in oversized fragmentation, excessive or uncontrolled flyrock, potentially damaging ground vibrations or air-blasts, unplanned overbreak, excessive damage to the final rock face, or unwanted overhangs. When a test blast is unacceptable, revise the site-specific blasting plan and conduct an additional test blasts until the combination of blast hole pattern spacing, controlled blast hole alignment, and charges produce acceptable results.

205.08 Blasting. Use explosives and initiating devices less than 1-year old. Locate explosives magazines at sites approved by the CO or Engineer.

Inspect the pre-blast area and submit the proposed extent of pre-blast clearing and scaling for approval.

Use angle- or fan-drilled holes as needed during initial pioneering operations to obtain the desired face. Controlled blasting requirements are applicable to pioneering work.

Record and maintain a log of each blast hole drilled identifying the depth, color, and character of the cuttings, penetration rate, hole collar location and hole orientation, and other pertinent information. Before initiating

the blast, prepare a blast plan map and submit it showing designated hole numbers along with individual hole logs completed, dated and signed by the driller.

Ensure blast holes are free of obstructions for the entire depth before placing charges. Take necessary precautions when placing charges so, caving of material from the walls of the holes and the hole collar will not occur.

Mitigate uncontrolled gas pressure loss during blasting and excessive blast noise by stemming the upper portion of blast holes with appropriate dry granular material passing the ½-inch (12.5-millimeter) sieve. Do not stem holes with drill cuttings.

Blast according to the approved site-specific blasting plan. Use blasting mats, rockfall containment systems, and other protective devices to prevent damage to surrounding features.

Stop drilling and blasting operations, and submit a revised site-specific blasting plan according to Subsection 205.05(b), when the following occur:

- Slopes are unstable;
- Slopes exceed overbreak tolerances;
- Unwanted overhangs, ridges, or ledges are created;
- Excessive blast damage occurs;
- Poor fragmentation results in oversize material requiring secondary blasting and rehandling;
- Safety of the public is jeopardized;
- Property or natural features are endangered;
- Excessive or uncontrolled flyrock is generated;
- Excessive ground vibration or air-blast over-pressures occurs where damage to buildings, structures, utilities or natural features is possible; or
- Desired slope or rock face conditions are not produced.

Remove or stabilize cut face rock that is loose, hanging, or potentially dangerous after each blast. Scale by methods approved by the CO or Engineer. Leave minor irregularities or surface variations in place if they do not create a hazard. Excavate and remove material outside of the planned neat line slopes which is unstable and constitutes a potential hazard. Do not drill the next lift until slope stabilization and blast cleanup work is complete.

(a) Production blasting. When conducting cushion blasting or presplitting, drill a lighter-loaded buffer row of production holes on a parallel plane adjacent to the controlled blast line to minimize blast damage to the final slope.

Drill production blast holes a maximum of 4 inches (100 millimeters) in diameter to a sufficient depth such that unbroken rock does not extend above the finish surface. Drill production blast holes to the design depth. If more than 5 percent of the production blast holes in a lift do not conform to the design depth requirements, redrill the shallow holes to the proper. Except when subdrilling, do not drill production blast holes, below the base plane of the controlled blast holes.

Drill production blast holes within two drill hole diameters of the planned collar location. If more than 5 percent of the drill hole collars in a lift are out of tolerance, fill each hole outside of the location tolerance with crushed stone and redrill at the proper.

Detonate production holes in a controlled delay sequence.

(b) Controlled blasting. Use angled or fan drilled holes for pioneering the tops of rock cuts and preparing working platforms. Use equipment or methods approved by the CO or Engineer for areas not accessible to track drill equipment.

Before drilling, completely remove overburden, soil, and loose or decomposed rock or a distance of at least 30 feet (9 meters) beyond the end of the production hole drilling limits, or to the end of the cut.

Use controlled blasting to form the final cut face on rock cuts where the staked slope ratio is 1⅓V:1H or steeper and the slope height is more than 10 feet (3 meters) above the ditch grade.

Use drilling equipment that accurately controls the angle the drill as it enters the rock. Select a lift height and conduct drilling operations so the blast hole spacing and down-hole alignment does not vary more than 8 inches (200 millimeters) from the proposed spacing and alignment. If more than 5 percent of the holes exceed the variance, reduce the lift height and modify drilling operations until the holes are within tolerance.

Drill holes a maximum of 3 inches (75 millimeters) in diameter and within 3 inches (75 millimeters) of the staked collar location. Fill and redrill blast holes outside of the location tolerance when more than 5 percent of the hole collars in a lift are outside of the location tolerance Use crushed stone to fill the blast holes before redrilling. Drill the controlled blast hole line at least 30 feet (9 meters) beyond loaded production holes or to the end of the cut.

Do not exceed 30 feet (9 meters) for bench height or drill hole length. Limit subdrilling of holes to one-half of the hole spacing or 24 inches (600 millimeters) whichever is deeper.

Offset lifts up to 24 inches (600 millimeters) horizontally to allow for drill equipment clearance. Remove benches resulting from the drilling offset.

Compensate for drift that may occur in the upper lifts. Adjust the drill inclination angle or the initial drill collar location to obtain the required typical section. Limit drilling to one-half of the hole spacing or 24 inches (600 millimeters) whichever is deeper.

Do not use bulk ammonium nitrate and fuel oil for controlled blasting. Only standard explosives manufactured specifically for controlled blasting will be used in controlled blast holes, unless approved by the CO or Engineer.

Maximum diameter of explosives used in controlled blast holes will be no greater than one-half the diameter of the presplit hole.

(1) Presplitting. Do not presplit final slopes and rock faces. When presplitting is allowed in the plans, either presplit along the slope face before drilling for production blasting or presplit the slope face in conjunction with production blasting.

(2) Cushion blasting. Perform cushion blasting to produce rough, natural looking rock slopes. Use the existing geologic structure to create rock surfaces, terraces, and ridges that blend with adjacent undisturbed rock faces. Preserve existing rock outcrops to the extent practical to vary the cut face slope, composition, color, and texture.

(3) Horizontal blasting. With CO or Engineer approval only, use horizontal drill holes instead of or in conjunction with vertical cushion blasting drill holes to produce natural looking rock slopes or mitigate drill hole traces.

When required, preserve or create soil pockets and ledges for revegetation. Locate, size, and shape these features to replicate the vegetated areas on the undisturbed rock faces. Incorporate these features into the site-specific blasting plans. Do not create features by overshooting or selectively removing damaged rock.

205.09 Reporting.

(a) Post-blast. Prepare a post-blast report for blasts. Submit the report within 3 days following a blast and before drilling for the next blast. Include the following:

(1) Results of the blast (overbreak, blast damage, noise levels, flyrock, drill trace retention, fragmentation, material containment, material rehandling requirements, and misfires);

Submit proposed changes for future site-specific blasting plans that will produce acceptable results if blasting objectives were not met. Submit proposed repairs or stabilization plans for unstable or blast damaged backslopes;

(2) A detailed blasting plan amended to show significant changes in pattern, loading, or timing;

(3) Drilling logs for each hole completed (dated and signed by the driller) that identify the depth, color, and character of the cuttings. Also include the penetration rate, hole collar location, hole orientation, and conditions that adversely affected drilling or explosives loading operations;

(4) Depth measurements of production and controlled blast holes;

(5) A drawing or sketch showing the direction of blast, the face, or faces, hole numbers, and the physical blast layout;

(6) Measurement of overbreak quantities following lift mucking;

(7) Date and time of loading and detonating the blast; and

(8) Name and signature of the blaster-in-charge.

(b) Vibration and air-blast reporting. Submit a vibration and air-blast report within 3 days of a blast for review by the CO or Engineer. Do not drill until directed by the CO or Engineer. Include the following:

(1) Type of vibration or air-blast recording station used and instrument identification numbers;

(2) Name of vibration specialist observing the blast and interpreting vibration and air-blast data;

(3) Blast identification number and location of blast;

(4) Distance and direction of ground vibration and air-blast over-pressure recording stations from the blast area;

(5) Type of material ground vibration recording stations were sitting on at the time of the blast;

(6) Maximum applicable charge weight per delay;

(7) Peak displacement, particle velocity and frequency recorded at each ground vibration sensor location;

(8) Peak over-pressure recorded at each air-blast sensor location;

(9) Dated and signed copy of all instrument records;

(10) Post-blast condition survey noting changes from the pre-blast survey; and

(11) Comments on success of the blast in terms of adherence to established ground vibration or air-blast criteria and management practices.

When failing to meet ground vibration and air-blast criteria and management objectives, submit proposed changes to future site-specific blasting plans that will produce acceptable results.

(c) Close-out. Submit a written statement signed by the blaster-in-charge certifying:

(1) Blastholes loaded with explosive material have been either detonated or unloaded and disposed of properly; and

(2) Blasting is complete and explosive material has been removed from the project site.

205.10 Acceptance. Material for rock blasting will be evaluated under Subsections 106.02 and 106.03.

Rock blasting will be evaluated under Subsections 106.02 and 106.04.

APPENDIX E: USFS MANUAL 7100, CHAPTER 7190 – EXPLOSIVES AND BLASTING MATERIALS SPECIFICATIONS

https://www.usda.gov/sites/default/files/guidance-documents/ForestService.Manual%207100%207190%20Explosives%20and%20Blasting%20Materials.pdf