

CONTRACT PROVISIONS

East Fork Mission Creek Trail Re-route

April, 2022



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

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Chelan County Natural Resources Department

East Fork Mission Creek Trail Re-route

Bid Opening: Monday, May 2nd, 2022 at 11:00 AM PDT

Notice to All Plan Holders:

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

Contracting Officer

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

Phone: 509-670-9306

Email: hannah.pygott@co.chelan.wa.us

Project Manager:

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

Phone: 509-630-5303

Email: erin.mckay@co.chelan.wa.us

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BID SUBMITTAL PACKAGE

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BIDDING CHECKLIST

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

Please check to make sure you have accomplished the following:

- ☐ Has bid bond or certified check been enclosed with your bid?
- ☐ Is the amount of the bid guaranty at least five (5) percent of the total amount of the bid?
- ☐ Has the proposal been properly signed?
- ☐ Have you bid on ALL ITEMS and ALL SCHEDULES?
- ☐ Have you completed the Bidder's Information Sheet?
- ☐ Have you included the Non-Collusion Declaration?
- ☐ Have you completed the 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, May 2nd, 2022 at 11:00 AM PDT or as soon thereafter as the matter may be heard, at the Board of Commissioners Office, Chelan County Administration Building, 400 Douglas Street Suite 201, Wenatchee, Washington, for the implementation of Chelan County Natural Resources Department Project East Fork Mission Creek Trail Re-route 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 East Fork Mission Creek Trail Re-route**”.

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

B. BID CONTENTS

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

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

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

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

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

C. CLARIFICATION OF BID

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

D. BID BOND

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

E. BID REVIEW AND EVALUATION

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

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

F. CONTRACT DOCUMENTS FOLLOWING AWARD

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

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

G. CANCELLATION BY COUNTY

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

INVITATION TO BID

East Fork Mission Creek Trail Re-route

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, May 2nd, 2022 at 11:00 AM PDT for the Chelan County Natural Resources Project, “**East Fork Mission Creek Trail Re-route**”.

Chelan County Natural Resources Project: East Fork Mission Creek Trail Re-route, Chelan County, WA. This contract provides for approximately 2.74 miles of new trail construction which includes clearing, grading, trail tread construction, integrated drainage using natural contours, turnpike construction, hardened ford construction, rock retaining wall, trail hardening, and other Work as identified on the Contract Plans. Work will occur in the upper Mission Creek watershed south of Cashmere, WA. All work shall be in accordance with the Contract Drawings, these Contract Provisions, Standard Specifications for Construction of Trails and Trail Bridges on Forest Service Projects, Standard Specifications for Road, Bridge and Municipal Construction and addenda thereto. All work must be complete by November 11th, 2022. The estimated range of probable project cost is \$95,000-\$105,000 excluding WSST.

An **optional** Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on Thursday April 21st, 2022 at 9:30 A.M. Attendees should meet at the Devil’s Gulch trailhead on FS 7100 southeast of Cashmere, WA. From this location the group shall proceed to the Project Area access point, located approximately 3 miles east on FS 7101. A minimum of one representative from each Prime Contractor that intends to submit a bid is encouraged to attend.

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

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

All bids shall be marked “EAST FORK MISSION CREEK TRAIL RE-ROUTE” on the outside of the envelope. The Board of County Commissioners reserves the right to reject any or all bids for cause. Dated this 11th day of April, 2022.

BOARD OF CHELAN COUNTY COMMISSIONERS

KEVIN OVERBAY, CHAIRMAN

ATTEST:

TIFFANY GERING, COMMISSIONER

CARLYE BAITY, CLERK OF THE BOARD

BOB BUGERT, COMMISSIONER

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

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BID PROPOSAL

East Fork Mission Creek Trail Re-route

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:

BASE BID						
Item	Spec #	Description	Unit	Quantity	Unit Price	Total Price
1	1-09	MOBILIZATION	L.S	1		
2	7-06	SITE ISOLATION AND EROSION CONTROL	L.S	1		
3	912	NEW TRAIL CLEARING	LS	1		
4	911	TYPICAL TRAIL TREAD AND SLOPE FINISH WITH INTEGRATED DRAINAGE	MILE	2.66		
5	914	CLIMBING TURNS	EA	10		
6	911	TYPICAL SURFACING SECTION WITH RETAINER	LF	154		
7	917	ROCK FORD CROSSING	EA	1		
8	913	HARDENED TREAD SURFACE	LF	200		
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.

Additive A1

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

ADDITIVE A1						
Item	Spec #	Description	Unit	Quantity	Unit Price	Total Price
9	8-05	ACCESS POINT ROCK PLACEMENT	L.S	1		
10	8-05	ROAD TO TRAIL CONVERSION	LF	1,487		
11	935	ROCK RETAINING WALL	LF	50		
Additive A1 Total						

The aforementioned sum is hereby designated the Total Additive A1 Bid. The Total Additive A1 Bid shall not include Washington State sales tax. Sales tax will be added prior to Contract execution to determine the Contract Sum and sales tax shall be paid by the CONTRACTING AGENCY with each progress payment.

TOTALS	
BASE BID TOTAL (EXCLUDING WSST)	
TOTAL COMBINED BID (BASE BID +ADDITIVE A1) (EXCLUDING WSST)	

PRINT BIDDER NAME

DATE

SIGNATURE OF PRINCIPAL OR OFFICE

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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 East Fork Mission Creek Trail Re-route.

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 1-07.28 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: East Fork Mission Creek Trail Re-route, Chelan County, WA. This contract provides for approximately 2.74 miles of new trail construction which includes clearing, grading, trail tread construction, integrated drainage using natural contours, turnpike construction, hardened ford construction, rock retaining wall, trail hardening, and other Work as identified on the Contract Plans. Work will occur in the upper Mission Creek watershed south of Cashmere, WA. All work shall be in accordance with the Contract Drawings, these Contract Provisions, Standard Specifications for Construction of Trails and Trail Bridges on Forest Service Projects, 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:** East Fork Mission Creek Trail Re-route

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

CONTRACTOR:NAME (Exactly as Registered)TELEPHONE NO.ADDRESSCITYSTATEZIPREGISTRATION NO.EXPIRATION
DATEFEDERAL TAX IDUBI NO.SOLE PROPIERTORSHIP PARTNERSHIP CORPORATIONJOINT VENTURE LLC**PRINCIPALS:****LIST OF SIMILAR PROJECTS COMPLETED BY CONTRACTOR (USE ADDITIONAL SHEET IF NECESSARY)**

Project Name	Contracting Agency	Project Contract	Completion Date

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NON-COLLUSION DECLARATION

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

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

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

Business Name _____

Date _____

By _____
(Authorized Signature)

(Name and Title)

NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1.800.424.9071

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

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

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SUBCONTRACTOR LIST

Prepared in compliance with RCW 39.30.060 as amended

Chelan County requires the bidder to submit the names of all subcontractors whose subcontract amount exceeds 10 percent of the contract price for all contracts exceeding \$100,000. Bidders shall complete Section A below, as appropriate, with the bid proposal or within 1 hour of the bid time.

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

SECTION A. OWNER REQUIRED SUBCONTRACTOR LIST

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

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

Name _____
Title. _____
Signature _____

OR There are subcontractors that meet the above requirements.

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

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

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

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CERTIFICATION REGARDING DEBARMENT

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

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE

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

Business Name _____

Date _____

By _____
(Authorized Signature)

(Name and Title)

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date Monday, September 16, 2019, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

BIDDER’S BUSINESS NAME

SIGNATURE OF AUTHORIZED OFFICIAL*

PRINTED NAME

TITLE

DATE

CITY

STATE

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

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

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

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CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE TRAINING

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

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

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

BUSINESS NAME

UNIFIED BUSINESS IDENTIFIER (UBI)

SIGNATURE OF AUTHORIZED OFFICIAL*

PRINTED NAME

**Check one option below and provide details*

Option A ☐ Labor and Industries Prevailing Wage Training Completion

L&I Prevailing Wages Training Completion Date

Option B ☐ Exemption from Training Requirement

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

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

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

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BONDING AND CLAIMS

BONDING COMPANY NAME (Exactly as Registered)

ADDRESS

CITY

STATE

ZIP

REGISTRATION BOND NO.

\$

AMOUNT

EXPIRATION DATE

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

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

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

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

Are there any lawsuits or unsatisfied judgments pending against you?

☐ Yes ☐ No

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

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CONSTRUCTION CONTRACT PACKAGE

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

AGREEMENT

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

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

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the demolition of **East Fork Mission Creek Trail Re-route** in accordance with the CONTRACT DOCUMENTS.
2. The CONTRACTOR will commence the work required by this contract on a date to be specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall complete all work indicated on the Drawings and attain Substantial Completion of all work by November 11th, 2022.
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 2022 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (Standard Specifications). Applications for payment shall be submitted to the CONTRACTING AGENCY.
6. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) BIDDING INSTRUCTIONS
 - (B) INVITATION TO BID
 - (C) BID PROPOSAL
 - (D) BID PROPOSAL DECLARATION
 - (E) BID PROPOSAL BOND
 - (F) BIDDER INFORMATION
 - (G) NON-COLLUSION DECLARATION
 - (H) SUBCONTRACTORS LIST
 - (I) CERTIFICATION REGARDING DEBARMENT
 - (J) BONDING AND CLAIMS
 - (K) CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES
 - (L) CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE TRAINING
 - (M) PERFORMANCE AND PAYMENT BOND
 - (N) NOTICE OF AWARD
 - (O) NOTICE TO PROCEED
 - (P) CHANGE ORDER(s)
 - (Q) ADDENDA:
 - No. _____ Dated _____, 2022
 - No. _____ Dated _____, 2022
 - No. _____ Dated _____, 2022
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

CONTRACTING AGENCY**CONTRACTOR**_____
SIGNATURE_____
SIGNATURE_____
PRINT NAME_____
PRINT NAME_____
TITLE (SEAL)ATTEST:
Clerk of the Board_____
ADDRESS_____
TITLE (SEAL)_____
SIGNATUREEMPLOYER ID
NUMBER: __________
PRINT NAME

ATTEST:

TITLE_____
SIGNATURE_____
PRINT NAME_____
TITLE

PERFORMANCE AND PAYMENT BOND

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

CONTRACTOR NAME

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

East Fork Mission Creek Trail Re-route

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

NOW, THEREFORE, we the CONTRACTOR and

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

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

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

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

PRINCIPAL

BY _____

TITLE _____

ATTEST (If Corporation)

WITNESSES (If Individual or Partnership)

CORPORATE SEAL

BY _____

TITLE _____

APPROVED AS TO FORM

SURETY _____

BY _____

BY _____

(Attorney for _____)

Address of local office and agent of Surety Company is:

NOTICE OF AWARD**DATED** _____**TO** _____**ADDRESS** _____**PROJECT** East Fork Mission Creek Trail Re-route

The CONTRACTING AGENCY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated Monday, April 11th, 2022, 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 _____, 2022.

CONTRACTING OFFICER_____
SIGNATURE_____
TITLE**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____ this _____ day of _____, 2022.

SIGNATURE_____
TITLE

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NOTICE TO PROCEED**DATED** _____**TO** _____**PROJECT** East Fork Mission Creek Trail Re-route

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, and you are to attain Substantial Completion, as determined by the Contracting Agency, on or before November 11th, 2022.

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: East Fork Mission Creek Trail Re-route

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

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

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

DATE OF ISSUANCE: _____

Project or Designated Portion Shall Include:

--

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

Definition of Date of Substantial Completion

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

CONTRACTOR BY _____ DATE _____

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

CHELAN COUNTY COMMISSIONER BY _____ DATE _____

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



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

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CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBT AND CLAIMS

PROJECT:	<u>East Fork Mission Creek Trail Re-route</u>	CONTRACTING AGENCY
	<u>Chelan County</u>	ENGINEER <input type="checkbox"/>
TO	<u>Natural Resources Department</u>	CONTRACTOR <input type="checkbox"/>
CONTRACTING	<u>411 Washington Street, Suite 201</u>	SURETY <input type="checkbox"/>
AGENCY:	<u>Wenatchee, WA 98801</u>	OTHER <input type="checkbox"/>
STATE OF:	<u>WASHINGTON</u>	CONTRACT FOR: _____
		CONTRACT
COUNTY OF:	<u>CHELAN</u>	DATED: _____

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

Exceptions are as follows:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

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

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

CONTRACTOR: _____

ADDRESS: _____

Subscribed and sworn to before me
this __ day of _____ 20__.

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME

PRINTED NAME OF NOTARY PUBLIC

PRINTED TITLE

COMMISSION EXPIRATION DATE

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CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: East Fork Mission Creek Trail Re-route

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

CONTRACTING AGENCY

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

STATE OF: WASHINGTON

CONTRACT FOR:

COUNTY OF: CHELAN

CONTRACT

DATED:

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

Exceptions are as follows:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR:

ADDRESS: _____

Subscribed and sworn to before me
this ____ day of _____ 20__.

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME

PRINTED NAME OF NOTARY PUBLIC

PRINTED TITLE

COMMISSION EXPIRATION DATE

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CONSENT OF SURETY TO FINAL PAYMENT

[illegible]

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 *Standard Specifications for Construction of Trails and Trail Bridges on Forest Service Projects 2014*, and the *Standard Specifications for Road, Bridge and Municipal Construction*, 2022 edition (hereafter “Standard Specifications”), as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter. The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and 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) and project-specific Special Provisions. Each Provision included here 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 Standard Specifications section does not apply.

The project-specific Special Provisions are labeled with a series of six asterisks under the header. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

<i>(March 14, 2011 APWA GSP)</i>	=	Identifies APWA GSP and date created
<i>(April 1, 2013 WSDOT GSP)</i>	=	Identifies WSDOT GSP and date created
<i>(*****)</i>	=	Identifies project specific Special Provision

Also incorporated into the Contract Documents by reference are:

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

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

Portions of these Special Provisions are taken from the APWA GSP web page found at www.wsdot.wa.gov/partners/apwa/Division_1_page.htm .

Standard Specifications for Construction of Trails and Trail Bridges on Forest Service Projects
<https://www.fs.usda.gov/managing-land/trails/trail-management-tools/trailplans>

DIVISION 1 GENERAL REQUIREMENTS

1-01 DEFINITIONS AND TERMS

Description of Work

(*****)

Chelan County Natural Resources Project: East Fork Mission Creek Trail Re-route, Chelan County, WA. This contract provides for approximately 2.74 miles of new trail construction which includes clearing, grading, trail tread construction, integrated drainage using natural contours, turnpike construction, hardened ford construction, rock retaining wall, trail hardening, and other Work as identified on the Contract Plans. Work will occur in the upper Mission Creek watershed south of Cashmere, WA. All work shall be in accordance with the Contract Drawings, these Contract Provisions, Standard Specifications for Construction of Trails and Trail Bridges on Forest Service Projects, Standard Specifications for Road, Bridge and Municipal Construction and addenda thereto.

1-01.2 Abbreviations

This section is supplemented with the following:

Acronyms:

AGAR — Agriculture Acquisition Regulations
 AFPA — American Forest and Paper Association
 FSAR — Forest Service Acquisition Regulations
 MSHA — Mine Safety and Health Administration
 NESC — National Electrical Safety Code
 WCLIB — West Coast Lumber Inspection Bureau

Miscellaneous unit abbreviations.

MP —	milepost	location
ppm —	parts per million	volume
STA	station	location

1-01.3 Definitions

The heading Completion Dates in Section 1-01.3 and the three paragraphs that follow it are deleted and replaced with the following:

(January 4, 2016 APWA GSP)

1-01.3 Definitions

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Section 1-01.3 is supplemented with the following:

(*****)

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms “USFS,” “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 Engineer and Contracting Officer are equivalent.

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

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for “Contract”.

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

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

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

Section 1-02.1 is deleted and replaced with the following

(January 24, 2011 APWA GSP)

1-02.1 Qualifications of Bidder

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

Bidders are encouraged to complete the statement of qualifications that provides examples and references similar work completed in the last five years.

1-02.2 Plans and Specifications

Section 1-02.2 is replaced with the following:

(June 27, 2011 APWA GSP)

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

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

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

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

Section 1.02.4 is supplemented with the following:

*(*****)*

An **optional** Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on Friday April 21st, 2022 at 9:30 A.M. Attendees should meet at the Devil's Gulch trailhead on FS 7100 southeast of Cashmere, WA. From this location the group shall proceed to the Project Area access point, located approximately 3 miles east on FS 7101. A minimum of one representative from each Prime Contractor that intends to submit a bid is encouraged to attend.

1-02.4(1)General

The first sentence of the last paragraph of Section 1-02.4(1) is revised to the following:

(August 15, 2016 APWA GSP Option B)

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

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total base and additive bid amounts; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address,

telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

1-02.6 Preparation of Proposal

Section 1-02.6 is supplemented with the following:

Cumulative Additive Bidding

The Bid Proposal for this Contract includes an Additive. As such the Bidder is required to submit a Base Bid and a Bid for each Additive.

Bid Proposal

The Bid Proposal includes the following:

1. Base Bid

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

2. Additive Bid

a. Additive A1

Based on constructing *** all items included delineated on the plans for the East Fork Mission Trail Re-Route not contained in the Base Bid *** The Bid items for Additive A1 are as listed in the Bid Proposal.

Bidding Procedures

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

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

1. Preference 1: Lowest total for Base Bid plus all Additive A1 - Bid items
2. Preference 2: Lowest total for Base Bid.

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

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.

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

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

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

(*****)

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.

1-02.9 Delivery of Proposal

(December 19, 2019 APWA GSP, Option A)

Delete this section and replace it with the following:

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

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

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

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

If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed envelope labeled the same as for the Proposal, with “Supplemental Information” added. All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

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

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

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

1-02.10 Withdrawing, Revising, or Supplementing Proposal

Section 1-02.10 is replaced with the following:

(July 23, 2015 APWA GSP)

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

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

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

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

1-02.12 Public Opening of Proposal

Section 1-02.12 is supplemented with the following:

(*****)

Date of Opening Bids

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

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

The bid opening date for this project is scheduled for Monday, May 2nd, 2022. 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

Section 1-02.13 is replaced with the following:

(*****)

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

- l. The Bidder fails to submit UDBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

Section 1-02.14 is replaced 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.

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 business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least 2 business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

1-02.15 Pre-Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

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

(October 1, 2005 APWA GSP)

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 ***10 (ten)*** calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

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

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

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

1-03.7 Judicial Review

Section 1-03.7 is replaced with the following:

(November 30, 2018 APWA GSP)

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

1-04 SCOPE OF WORK

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

This section is revised to read:

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

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

(March 13, 2012 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):

3. Addenda,
4. Proposal Form,
5. Special Provisions,
6. Contract Plans,
7. Amendments to the Standard Specifications,
8. Standard Specifications,
9. Contracting Agency's Standard Plans or Details (if any),
10. WSDOT Standard Plans for Road, Bridge, and Municipal Construction and
11. Standard Specifications for Construction of Trails and Trail Bridges on Forest Service Projects.

1-04.11 Final Cleanup

Supplement this section with the following:

(*****)

The Contractor shall repair, at no additional cost to the Contracting Agency, any damage to existing access routes, fences, gates, utilities, structures, and driveways that occurred as a result of activities conducted by the Contractor. All costs associated with performing the final cleanup shall be made incidental to other bid items in the Contract.

1-05 CONTROL OF WORK**1-05.7 Removal of Defective and Unauthorized Work**

(October 1, 2005 APWA GSP)

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

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

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

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

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

1-05.8 Vacant

Section 1-05.8 is replaced with the following:

(*****)

1-05.8 Required Submittals

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

- 1-07.15 Spill Prevention, Control, and Countermeasure (SPCC) Plan
- 1-08.3 Type A Project Schedule
- 7-06.3(2) In-Water-Work Area Site Isolation Plan
- 8-01.3(1) A Temporary Erosion and Sediment Control (TESC) Plan
- 8-01.3(1) C6 Hydraulic Fluid Catalog Cut

1-05.12 Final Acceptance

Section 1-05.12 is revised to the following:

(*****)

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

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**1-07.1 Laws to be Observed**

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

(April 6, 2020)

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. Section 1-07.2(3) is 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

*(*****)*

Section 1-07.2(1) is deleted:

1-07.2(2) State Sales Tax — Rule 170

Section 1-07.2(2) is replaced with the following:

(June 27, 2011 APWA GSP)

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

Section 1-07.2(3) is replaced with the following:

(June 27, 2011 APWA GSP)

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

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

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

*(*****)*

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

1-07.5 Environmental Regulations

Section 1-07.5 is supplemented with the following:

Environmental Commitments

The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the various documents referenced in the Special Provisions **Permits and Licenses**. Throughout the work, the Contractor shall comply with the following requirements:

(April 1, 2019)

Section 1-07.5 is supplemented with the following:

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

(August 3, 2009)

Section 1-07.5 is supplemented with the following:

Payment

All costs to comply with this special provision for the environmental commitments and requirements 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.

1-07.5(1) General

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

(*****)

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

1. Do 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.
2. 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.
3. Do not revise terms or conditions of permits without the approval of the issuing agency.

1-07.6 Permits and Licenses

(January 2, 2018)

Section 1-07.6 is supplemented with the following:

The Contracting Agency has applied for or obtained the below-listed permit(s) for this project. 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.

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.
Nationwide Permit	USACOE	NWS-2021-1177
Hydraulic Project Approval	WDFW	TBD

1-07.9 Wages

1-07.9(1) General*(January 6, 2020)*

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

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

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

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/>.

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

Section 1-07.13(4) is revised to read

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

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

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

(*****)

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

Mixing, Transfers, & Storage

1. All oil, fuel or chemical storage tanks or containers shall be diked and located on impervious surfaces so as to prevent spill from escaping.
2. All liquid products shall be stored and mixed on impervious surfaces in a secure water tight environment and provide containment to handle the maximum volume of liquid products on site at any given time.
3. Proper security shall be maintained to prevent vandalism.
4. Drip pans or other protective devices shall be required for all transfer operations.

Spills

Paint and solvent spills shall be treated as oil spills and shall be prevented from reaching storm drains or other discharges. No cleaning solvents or chemicals used for tool or equipment cleaning may be discharged to the ground or water.

Maintenance of Equipment

Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc, shall be checked regularly for drips or leaks and shall be maintained and stored properly to prevent spills into State waters.

Disposal

Spilled waste, chemicals or petroleum products shall be transported off site for disposal at a facility approved by the Department of Ecology. The materials shall not be discharged to any sanitary sewer without approval of the local sewer authority.

Reporting and Cleanup

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

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

National Response Center (800) 424-8802

WA State Div. of Emergency Management (800) 258-5990

Ecology, Central Regional Office (509) 575-2490

Spill to Soil (Including encounters of pre-existing contamination) shall be reported immediately to the following if threatening to health or environment (i.e., explosive, flammable, toxic vapors, shallow groundwater, nearby creek), otherwise within 90 days :

WA State Dept of Ecology, Central Regional Office (509) 575-2490

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(*****)

There are no known utilities in the project area., but the Contractor is ultimately responsible for locating all utilities within the project site prior to construction and to protect those utilities during construction. The Contractor shall be held financially responsible to repair any utilities damaged during construction. The cost of repair shall be paid in full by the Contractor to the owner of the utility in question.

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

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

1-07.18 Public Liability and Property Damage Insurance

Section 1-07.18 is replaced with the following:

(January 4, 2016 APWA GSP)

1-07.18 Insurance

(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements

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

1-07.18(2) Additional Insured

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

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

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

1-07.18(5)C Workers' Compensation

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

(January 4, 2016 APWA GSP)

1-08 PROSECUTION AND PROGRESS

Section 1-08 is supplemented with the following:

(May 25, 2006 APWA GSP)

1-08.0 Preliminary Matters

(October 10, 2008 APWA GSP)

1-08.0(1) Preconstruction Conference

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the 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 establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

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

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

Add the following new section:

1-08.0(2) Hours of Work

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be between 7:00 a.m. and 7:00 p.m. Monday through Friday. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

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

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the 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 Officer. These conditions may include but are not limited to:

1. The Contracting Officer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Contracting Officer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Contracting Officer, such work necessitates their presence.
2. 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.
3. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
4. 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.

1-08.1 Subcontracting

(May 30, 2019 APWA GSP, Option B)

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

1-08.4 Prosecution of Work

Section 108.4 is replaced with the following:

(*****)

1-08.4 Notice to Proceed and Prosecution of Work

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 diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

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

1-08.5 Time for Completion

Section 1-08.5 is supplemented with the following:

This project shall be substantially complete by November 11th, 2022. Final project start date shall be determined by the issuance of the Notice to Proceed, which shall be delivered to the contractor upon acceptance of all Contractual and Plan submittals.

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

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. Property owner releases per Section 1-07.24

1-09 MEASUREMENT AND PAYMENT

1-09.9 Payments

Delete the first four paragraphs and replace them with the following:

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

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

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

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion

Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

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

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

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

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

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

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(November 30, 2018 APWA GSP)

Revise this section to read:

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

1-09.13 Claims Resolution

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

(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

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

1-09.13(3)A Administration of Arbitration

(November 30, 2018 APWA GSP)

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.

1-10 TEMPORARY TRAFFIC CONTROL**1-10.1(1) General**

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

*(*****)*

The determination of when to use temporary traffic control and how to accomplish temporary traffic control shall be the responsibility of the Contractor's. The Contractor shall be responsible to implement temporary traffic control as necessary to meet permit requirements and provide safe working conditions and driving conditions, as described in this section of the Standard Specifications. In addition to the requirements assigned by the previous paragraph, the Contractor shall use a Single Lane Closure or a Short-Term Traffic Stop whenever materials or equipment are delivered.

(January 3, 2017)

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778

The American Traffic Safety Services Association

15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701

1-10.4 Measurement

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

(*****)

Temporary Traffic Control is incidental to the project and no separate measurement will be made.

1-10.5 Payment

Section 1-10.5 is deleted in its entirety and replaced with the following:

(*****)

Temporary Traffic Control is incidental to the project and no separate payment will be made.

DIVISION 7 DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

7-06 VACANT

Section 7-06 is replaced with the following:

(*****)

7-06 SITE ISOLATION AND EROSION CONTROL

7-06.1 Description

This work consists of isolating construction activities from the surface waters of UNT 3, bypassing flow around the work areas, pumping water out of the isolated work areas, and other work as necessary to allow for completion and inspection of the work while maintaining water quality standards. Except as authorized by project permits, anytime work occurs within the wetted channel, or soil enters the actively flowing channel of UNT 3, an isolated in-water work area shall be created. Isolated in-water work areas consist of a cofferdam or other acceptable method that keeps surface flow in UNT 3 separated from turbid water in the active work area and maintains State Water Quality Standards.

The work area may be locally dewatered at rate to allow relatively dry construction and to control turbidity but shall be clearly described in the Contractor submittals and approved by the Contracting Agency. The Contractor shall also prepare and stage any necessary additional materials required to increase the isolation height an additional foot if flow increases dictate an increase in diversion height. Any sediment laden water shall be pumped upland for infiltration; turbid waters shall not be discharged into any portion of any tributary to East Fork Mission Creek.

7-06.2 Materials

The Contractor shall provide all materials necessary to construct in-water work area isolations that meet the requirements of this section and applicable permits. All materials shall be as detailed in the approved Contractor's Site Isolation Plan. If pumps are used to dewater any portion of the project site, pumps shall have a fish screen with 0.087" max opening in the narrow direction.

Plastic Sheeting

Plastic sheeting used in construction of cofferdams or other work-area isolation measures shall have a minimum thickness of 10-mil and shall be wide enough to allow secure anchoring to the channel bed on the upstream and downstream sides of the cofferdam. When "bulk bags" or "sand bags" are used to construct cofferdams they shall meet the following requirements:

Bulk Bags and Sand Bags

The cofferdam used to stop water from flowing through the project area may use "bulk bags" and/or "sand bags". Bulk bags shall be cube-shaped polypropylene woven fabrics with fully open tops, flat bottoms, four loops for lifting, minimum weight capacity of 2 tons, and 5:1 minimum safety factor. Sand bags shall be made from a woven synthetic material (polypropylene, polyethylene, polyamide, or other approved by the Contracting Officer) that is resistant to tearing.

Bulk bags and/or sand bags may be filled with locally sourced material. Bulk bags can be filled to their maximum capacity. Sand bags shall be filled to no more than 2/3 of total capacity. Once filled, sand bags shall be securely tied. Bulk bags do not require secure closure if they securely hold the material with which they have been filled without being tied shut.

7-06.3 Construction Requirements

7-06.3 (1) General

The Work shall include compliance with Washington State Water Quality Standards in WAC 173-201A, project permits, environmental commitments and these Provisions. The Contractor shall closely coordinate all diversion and site isolation related Work with the Contracting Agency. The water surface varies depending on the time of year and varies from year to year depending on hydrologic conditions of the preceding winter and spring.

Bulk bags or sandbags used to construct cofferdams shall be removed from UNT 3 upon completion of work in the isolated work area. The bulk bags and sand bags will remain property of the Contractor and shall be removed from the site as part of the work for this bid item. Isolated work areas shall prevent turbid water created by construction activities from entering any tributary to East Fork Mission Creek. During in-water work, turbidity will be visually monitored in UNT 3 in accordance with environmental permits obtained by the Contracting Agency.

If turbid water is exiting the isolated work area to the extent that it increases turbidity in UNT 3 to exceed maximum allowable values listed in the environmental permits, in-water work shall cease until the issue has been corrected. Any extra work required to adjust or remove faulty cofferdams or other in-water work area isolations and replace them with materials and methods that accomplish permit conditions shall be done at no additional cost to the Contracting Agency.

7-06.3 (2) Site Isolation Plan Requirements

The Contractor shall submit an In-Water Work Area Isolation Plan to the Contracting Officer and the plan must be approved by the Contracting Officer prior to beginning any in-water work. The plan shall identify the methods and materials used to isolate in-water work area(s). The In-Water Work Area Isolation Plan shall be submitted by the Contractor for approval by the Contracting Agency a minimum of ten (10) working days prior to the beginning of any in-water work. If the Contracting Officer does not approve the submitted plan, the Contracting Officer will provide written documentation explaining the cause for the not approving the plan. The Contractor shall respond to the Contracting Officer's review documentation and resubmit the plan with revisions as necessary. The Contracting Agency reserves the right to postpone commencement of the work, at no cost to itself, due to failure by the Contractor to supply an acceptable In-Water Work Area Isolation Plan.

The Site Isolation Plan shall provide the following information in the following order:

1. Description and Location of the stream diversion and site isolation measures
2. Schedule and Sequence
3. Calculations and Materials
4. Stream Flow Blocking and Dewatering
 - a. Describe how flows will be conveyed through project area without impacting the work area.

- b. Describe the means by which the height of the upstream diversion can be increased an additional foot within 4 hours in the event that flow increases require an increase in diversion height.
5. Inspection and Maintenance
 - a. Describe how maintenance will be conducted when inspections identify deficiencies in the stream diversion. These include, but are not limited to, removal and disposal of trapped sediment and debris and repairing leaks. The Contractor shall keep a record of all inspections and maintenance of the diversion.
6. Rewatering the Project Area
 - a. Detail how the channel will be rewatered to comply with water quality requirements.
7. Removal of the Diversion

7-06.4 Measurement

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

7-06.5 Payment

Payment will be made for “Site Isolation and Erosion Control” as per the bid list. The lump sum payment shall be full compensation for all installing, monitoring, maintaining and removing all water and erosion control features as per the plans.

DIVISION 8 MISCELLANEOUS CONSTRUCTION

8-05 VACANT

Section 8-05 is replaced with the following:

(*****)

8-05 ACCESS IMPROVEMENTS

8-05.1 Description

This shall include any necessary grading, decompaction, maintenance, and other work as necessary to establish, maintain, utilize, and restore these areas shown on the plans or as otherwise approved by the contracting officer.

8-05.3 Construction Requirements

8-05.3(1) Access Point Rock Placement

The Contractor shall reposition a series of boulders located onsite to block vehicle access to FS Road 7101-7151. The boulders will be positioned to create a semi-circle area adjacent to FS 7101, within the footprint of the 7101-151 road spur. The area delineated by the boulder placement should be sufficient to park 3-4 cars, but should effectively block vehicle access to spur 7101-151. Boulders are currently stockpiled at the site.

8-05.3(3) Road to Trail Conversion

FS 7101-151 is a 0.28-mile spur that leads from FS 7101 to the start of the new trail construction. This road spur was officially changed to road-to-trail status through the project NEPA process in 2021. The road spur will be closed off with boulders as per spec 8-05.3(2). The road to trail conversion work will consist of light decompaction of road shoulders (scarification of surface soils up to 6" depth in intermittent locations so that approximately 50% of the road surface outside of a 48" tread pattern on the road prism has been decompacted). Locally available duff and light slash will be spread on decompacted surfaces to the extent that such material is available within 50' of the road edge.

8-05.4 Measurement

No independent unit of measurement shall apply to the lump sum Additive-A1 bid item for "Access Point Rock Placement." This shall include all equipment and labor necessary to complete the work described in section 8-05.3(1).

Additive A-1 bid item "Road to Trail Conversion" will be measured per linear foot of road to trail conversion in accordance with the plans, these special provisions and the standard specifications.

8.05-5 Payment

Payment for the lump sum Additive-A1 bid item “Access Point Rock Placement” shall be full compensation for the completed work described in section 8-05.3(1).

Payment for Additive A-1 bid item “Road to Trail Conversion” will be made per linear foot of road to trail conversion in accordance with the plans, these special provisions and the standard specifications.

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

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SECTION 910 TRAILWAYS

SECTION 911 TRAIL AND PRISM

911.00.01 Description

This section is supplemented with the following:

(*****)

This work consists of constructing the new trail as shown on the plans and outlined in these special provisions. The general design parameters for the new trail is outlined in the table below. The trail will be primarily used for uphill travel; thus, trail grade should err on lower grade targets.

Table 1: Trail Design Parameters

Clearing Limits	6-8' height 48-60" width 12-24" shoulder clearance
Trail Grade	5%-15% target grade 20% short pitch maximum 15-30% of trail maximum pitch density
Cross Slope	5-8% target cross slope 10% maximum cross slope
Tread Surface	Native, with some onsite borrow or imported material where needed to stabilize and grade Intermittently rough Sections of soft or unstable tread on grades <5% may be present Protrusions of <3" may be common, but not continuous Obstacles of 12" common and left for increased challenge
Tread Width	18-36" native tread (one lane, no passing lanes) 48" structures (raised tread section)
Turn Radius	4-6'

911.00.02 Measurement

This section is revised to read:

(*****)

“Typical Trail Tread and Slope Finish with Integrated Drainage” shall be measured per mile of that trail type constructed per the plans and in alignment with USFS standards.

“Typical Surfacing Section with Retainer” shall be measured per linear foot constructed per the plans and in alignment with USFS standards.

911.00.03 Payment

This section is revised to read:

(*****)

“Typical Trail Tread and Slope Finish with Integrated Drainage” shall be measured per mile of that trail

type constructed. This includes all equipment, labor and materials necessary to do so in accordance with the plans and these special provisions.

“Typical Surfacing Section with Retainer” shall be measured per linear foot of that trail type constructed. This includes all equipment, labor and materials necessary to do so in accordance with the plans and these special provisions.

911.10 EXCAVATION AND EMBANKMENT

911.10.01 Description

This section is revised to read:

(*****)

This work consists of the excavation and placement of excavated material, regardless of its nature, from within the trailway or from other sources, except for material included under other pay items shown in the schedule of items. Includes excavation, embankment, and backfill construction required to shape and finish the trailbed, ditches, backslopes, fill slopes, and drainage dips. Also includes excavation and embankment work required to construct shallow stream fords, and climbing turns.

911.10.02 Materials.

Use materials meeting the requirements of the following sections:

Rock, Grid Pavement Units, and Aggregate	991
Material for Timber Structures	995

911.10.03 Use and Disposal of Excavated Material.

This section is revised to read:

(*****)

Conserve and use all suitable material for specified work. Conserve excess excavated rock suitable for specified project work and use in place of materials from designated sources. Remove all duff and debris from within trailway limits and uniformly spread outside the clearing limits, not more than 4 inches in depth (unless otherwise shown on the plans). Do not obstruct drainage or create piles, berms, or windrows of debris. Place excess and unsuitable excavation beyond the downslope edge of the trailbed. This includes any material removed in the grubbing operation and deposited in the same area.

Place rocks over 4 inches in greatest dimension not used in construction beyond the hinge point on the downslope side. Place rocks so that the tops are at least 6 inches lower than the trailbed surface. Ensure that no blockage of drainage or creation of a windrow effect occurs.

If sod or matted clumps of native plants are removed for trailway excavation, keep mats intact to the greatest extent possible and place in nearby areas disturbed or unvegetated areas in order to preserve native seed beds and encourage rehabilitation of native plants following trail construction.

911.10.04 Trailway Excavation and Embankment.

Minor deviations of ± 12 inches in vertical alignment and 36 inches in horizontal alignment with smooth transitions of at least 30 feet on each side of the deviation are acceptable unless otherwise shown on the

plans. Construct embankments with suitable compacted material. Compact all disturbed soil within the trailbed area. Remove any rock within or above the backslopes that is unstable. Use or dispose of rock in accordance with Subsection 912.03. Leave the finished slope in a uniform and roughened condition. Make necessary adjustments of horizontal or vertical alignment, within the tolerances specified in this subsection, to produce the designed railway section and balance earthwork. Such adjustments shall not be considered as changes.

911.10.05 Trailbed Finish.

This section is revised to read:

(*****)

Areas shown as typical trail tread and slope finish with integrated drainage on the plans shall meet the design parameters shown in Table 1 and as outlined in the standard specs. The Contractor shall integrate the appropriate drainage features throughout the trail system to ensure water does not collect on or run down the trailway.

Fill holes with suitable material, compact, and cut high points to provide a uniform trailbed finish.

911.10.07 Ditches.

Construct ditches to be free of loose rocks, roots, sticks, and other obstructions. Ditches shall be installed as necessary to direct water away from trail surface. Assume v-ditches will be constructed in conjunction with the retainer section. V-ditches will be a minimum of 12" wide at the surface and 12" at the depth point.

911.70 RETAINERS

911.70.03 General Construction

This section is revised to read:

(*****)

The Contractor shall install retainers in the location shown on the plans. Retainers shall be constructed using wood sourced onsite as long as it meets the requirements of "Material for Timber Structures" in section 995. The Contractor may choose to import wood material if they choose at no additional cost to the Contracting Agency. The contractor shall place log or sawn timber retainers in continuous rows in the locations shown on the plans in lengths greater than or equal to 10-feet. Logs shall be laterally secured with 2"x2" milled wooden stakes of a minimum length of 18" or locally sourced 3" diameter wood stakes.

Retainers shall be surfaced with 0.5" minus crushed rock to a minimum depth of 6" with a center crown of 8" depth. Native material excavated from ditches may be placed in retainers if suitable, and compacted prior to placement of gravel. Gravel shall be compacted in two lifts, the first consisting of 3" of gravel and any native material placed, and the second lift consisting of the remainder of the gravel. See Section 913.10 for materials and placement specifications for hardened surfaces.

SECTION 912 CLEARING LIMITS

912.00.01 Description

This work consists of clearing, grubbing, trimming, removing, and treating trees, logs, limbs, branches, brush, plants, and other vegetation along with removal of rocks, undermined roots and hazard trees within the clearing limits. Clearing and removal of trees, vegetation and rocks may be covered by one or more of the following subsections:

- 912.10. Clearing and Grubbing
- 912.20. Brush Cutting
- 912.30. Logging Out
- 912.40. Hazard Tree Removal
- 912.50. Loose Rock Removal
- 912.60. Rock and Root Removal

912.00.02 Measurement

This section is revised to read:

(*****)

No independent unit of measurement shall apply to the lump sum bid item for “New Trail Clearing.”

912.00.03 Payment

Payment for the lump sum bid item for “New Trail Clearing” shall be full compensation for all necessary brush cutting, standing and downed tree removal within the clearing limits, hazard tree removal loose rock removal and rock and root removal necessary to achieve trail construction.

912.10 Clearing and Grubbing**912.10.01 Description**

This section is revised to read:

(*****)

This work consists of clearing, trimming, removing, and treating trees, logs, limbs, branches, brush, plants, and other vegetation within the clearing limits of the proposed trail. Work includes the felling and treatment of designated trees outside the clearing limits. Also, included are the protection from injury or defacement of trees and other objects not designated for removal and treatment of damaged trees.

912.10.02 Clearing Limits

Clear to the dimensions shown on the plans or 12 inches beyond the fill and backslope catch points, whichever is greater.

This section is supplemented with the following:

Brush clearing shall occur throughout the full length of the proposed trail. Tree clearing shall not occur in areas labeled wetland.

912.10.03 Material to Be Cleared.

This section is revised to read:

(*****)

Remove and dispose of trees, logs, limbs, branches, brush, herbaceous plants, and other vegetation within the clearing limits, except for the following: Live brush, herbaceous plants, and trees between the trailway and the clearing limits that are less than 12 inches in height and less than ½ inch in diameter at ground line.

Except as provided above, cut all limbs and branches more than ½ inch in diameter that extend into the clearing limits. Cut limbs flush with the tree trunks or stems or cut at the ground surface. Fall and limb designated trees.

912.10.04 Damaged Trees.

This section is revised to read:

(*****)

When felling, cutting, or trimming, do not cause bark damage to standing timber. Remove and dispose of trees with major roots exposed by construction that are rendered unstable.

912.10.05 Removal of Stumps.

Remove all stumps within the trailbed. Remove stumps located between the edge of the trailbed and the edge of the trailway that cannot be cut flush with the finished slope or that are not tightly rooted.

912.20 - Brush Cutting**912.20.02 General**

Remove all limbs of shrubs and trees that extend across or into the clearing limits as shown on the plans. Saw or cut limbs flush with the tree trunk. Make cuts in a manner that will not tear or strip bark from the trees. Cut and remove from the clearing limits all woody plants exceeding ½ inch in stem diameter or 12 inches in height. The maximum size material to be cut under this specification is 4 inches in diameter when measured at a height of 6 inches above the ground on the uphill side of the stump. Cut all brush and small, woody plants as near flush to the ground surface as possible. When impractical to cut plants flush, the maximum stem length shall be 2 inches. Remove all woody material for a minimum of 3 inches below the trail tread surface. Fill holes in the trail tread caused by removing woody material with suitable material.

Scatter the clearing debris removed from the clearing limits outside and below the clearing limits. Do not place materials in stream channels, drainage ways, ditches, culvert inlets, or other locations where they would prevent the free flow of water away from the trailbed.

912.30 - Logging Out**912.30.02 Clearing Out**

Cut and remove all logs that extend across or into the clearing limits. The portions of cut logs that remain

on the upper side of the trail shall be either firmly anchored to prevent sliding or rolling onto the trailway or moved across the trail to the lower side and scattered outside the clearing limits. Fell all trees over 4 inches in diameter that are leaning into the clearing limits and that are within 10 feet above the trailbed. Stump height of leaning trees that are cut outside the clearing limits shall not exceed 12 inches as measured on the uphill side of the stump. Disposal and payment for the leaning trees described above will be the same as for down logs and trees. Remove roots and stumps from trees within the trailway that have been uprooted. Rerouting the trail around windfalls, uprooted trees, and other obstacles will not be permitted. Ramp or reroute sections of the trail tread that have been damaged by uprooted stumps as necessary to provide safe passage on the trail. Payment for such work will be incidental to the specified work item, and no extra payment will be made. Remove sticks or wood chunks exceeding 2 inches in diameter and 12 inches in length that have fallen onto the trailbed. Scatter the down trees on the lower side of the trailway outside the clearing limits. Do not place such materials in stream channels, drainage ways, ditches, culvert catch basins or other locations where they would prevent the free flow of water away from the trailbed.

This section is supplemented with the following:

(*****)

No tree removal shall occur in the locations marked wetland on the project plans.

912.40 - Hazard Tree Removal

912.40.02 Hazard Trees

Remove trees and snags that are broken off or that are in a leaning, unstable position over the trailway to designated areas as shown on the plans. Cut designated danger trees so that stump heights do not exceed 12 inches as measured on the uphill side of the stump. Maximum stump height of designated trees within 4 feet of the trail centerline is 4 inches. Do not leave felled trees parallel with the trail unless there are sufficient barriers to keep them from rolling or sliding onto the trail. Lop limbs to reduce slash concentration and scatter the clearing debris outside and below the clearing limits. If the trunk or a portion thereof, falls within the trailway, remove that portion within 4 feet of either side of the trail centerline and scatter a minimum distance of 4 feet beyond and below the trail centerline.

912.50 - Loose Rock Removal

912.50.02 General.

Remove loose rocks that are larger than 2 inches at their greatest dimension from the trailbed. Remove any loose rock in drainage dips or ditches that may impede water flow off the trail. Loose rocks are rocks that are not firmly embedded in the trail and can be removed by hand. Where the trailbed consists predominantly of rock with little or no soil present, remove all loose rock larger than 3 inches.

Fill any holes remaining from rock removal with suitable material and compact. If the rock removed is not needed for other items of maintenance work, scatter the rock by side-casting to the lower side of trailway beyond the clearing limits, and distribute rock to ensure that no blockage of drainage or creation of a windrow occurs. Do not dispose of waste materials in water courses.

912.60.03 Root Removal.

Remove exposed tree roots on or in the trail tread that are greater than 1 inch in diameter. Cut embedded roots that project more than 2 inches above the trail tread flush with the trail tread. Scatter removed roots on the lower side of the trailway beyond the clearing limits and outside of water courses. Fill holes caused by rock and root removal with suitable material and compact to form a smooth trail tread. Maintain trail tread to the width as shown on the plans or designated on the ground.

SECTION 913 SURFACING**913.00.01 Description**

This section is supplemented with the following:

(*****)

This work consists of furnishing, hauling, watering, placing, and compacting surfacing and other associated work for general trail construction, all integrated drainage structures and trail tread outlined as hardened surface on the plans. The Contractor shall complete all necessary preparations to subgrade and construct all necessary retainers prior to the placement of trail surfacing.

913.00.02 Materials

Use materials meeting the requirements of the following sections:

Rock, Grid Pavement Units, and Aggregate	991
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913.00.04 Measurement

This section is revised to read:

(*****)

“Hardened Trail Surfaces” will be measured per linear foot of hardened trail installed per the plans and these special provisions. All miscellaneous materials necessary to construct hardened surfaces are incidental to this bid item.

913.00.05 Payment

“Hardened Trail Surfaces” will be paid in full per linear foot of hardened trail installed per the plans and these special provisions and approved by the Contracting Agency. This includes preparation of the area, procurement of all necessary materials, installation of hardened surface and all equipment and labor necessary to do so. All miscellaneous materials necessary to construct hardened surfaces are incidental to this bid item.

913.10 Aggregate Surfacing and Base Course**913.10.01 Description**

This work consists of furnishing, hauling, watering, placing, and compacting aggregate surfacing or base course; furnishing and installing retainers; and geosynthetics.

913.10.06 Spreading and Compacting

Use aggregate that is uniformly mixed at optimum moisture content and spread and compact in layers to the final thickness and width shown on the plans. The maximum thickness of any one layer shall be 3 inches. Obtain compaction by one of the following methods as shown in the schedule of items:

- (a) by hand, using non-mechanized compaction tools over the full area of each layer until visual displacement ceases;
- (b) by mechanical vibratory compactors over the full area of each layer until visual displacement ceases, but not fewer than three complete passes;
- (c) by using a roller or mechanical hand tamper until the density is at least 90 percent of the maximum density, as determined by AASHTO T 99, Method C or D.

Immediately following final spreading, smoothing, and compacting, correct any irregularities or depressions that develop by adding or removing material until the surface is smooth, uniform, and compacted.

913.10.07 Acceptance, Testing, Sampling, and Tolerances

Do not vary the total compacted thickness of the aggregate by more or less than $\frac{3}{4}$ inch from the specified thickness or place it consistently below or above the specified depth.

Do not vary the aggregate width by more than ± 3 inches from the specified width or place it consistently narrower or wider than the specified width.

913.40 - Grid Unit Surfacing**913.40.02 Excavation and Embankment.**

This section is revised to read:

(*****)

Grid unit surfacing shall be used in the areas identified as hardened surfaces on the plans. The Contractor shall perform excavation and embankment in accordance with section 911 in preparation of hardened surfacing installation in the areas shown on the plans. They shall excavate to the depth of the grid pavement units to be installed after first removing all duff and debris, stockpile all excavated suitable material adjacent to the trail for later use as backfill and obtain approval from the Contracting Agency before placing grid pavement units.

913.40.03 Laying Grid Block.

Place and bed blocks so they rest firmly against adjacent blocks, are stable, and form a smooth and uniform tread surface. Blocks designed to be interlocked must be interconnected. Fill void areas to full depth with fractured or cut pieces of block on curves or where needed to establish the grid pavement units in which native surface areas are no larger than 6 inches in greatest dimension. Bury beginning and ending blocks at a 30° angle to the tread.

913.40.04 Backfilling.

After approval of the grid block installation by the Contracting Agency, place and compact suitable material into holes between and around grid pavement units.

914 CLIMBING TURN**914.00.01 Description**

This section is revised to read:

(*****)

This work consists of construction of climbing turns, including excavation, compacting surfacing, and approach sections in the areas shown on the plans. Climbing turns shall be installed with any necessary drainage features and will meet standard grade requirements.

914.00.07 Measurement

This section is revised to read:

(*****)

“Climbing Turns” will be measured per each installed per the plans.

914.00.08 Payment

This section is revised to read:

(*****)

“Climbing Turns” will be paid per each installed in the location shown on the plans and in accordance with these special provisions. This includes all equipment, labor and materials necessary to construct each turn.

917 FORDS**917.00.02 Materials.**

This section is revised to read:

(*****)

The Contractor shall procure and place approximately 1 Cubic Yard of 6” angular quarry spalls for the construction of the rock ford crossing as shown on the plans.

917.00.07 Measurement

This section is revised to read:

(*****)

No unit of measurement shall apply to the lump sum bid item “Rock Ford Crossing.”

917.00.08 Payment

This section is revised to read:

(*****)

Payment for the lump sum bid item “Rock Ford Crossing” shall be full compensation for the completion

of all work described in this section. This includes all equipment, labor and materials necessary to construct the rock ford crossing in the location shown on the plans and in accordance with these special provisions.

917.20 - Constructed Ford

917.20.01 Description

This section is revised to read:

(*****)

This work consists of the construction of a 6-foot wide by 7-foot long and 6” deep hardened rock ford crossing over UNT 3, a small intermittent tributary to East Fork Mission Creek. This includes construction of the ford, all approaches and surfacing, including excavation, furnishing, hauling and placing rock, and approach sections. The ford shall be constructed using approximately 1 cubic yard of 6” angular quarry spalls.

917.20.02 Construction

Construct ford, approaches and surfacing as required under the construction section 917.00., and/or as shown on the plan

Section 930

Trail Structures

935 RETAINING WALLS

935.00.01 Description

This section is revised to read:

(*****)

Additive A1-The Contractor shall construct one minimum 2' wide, 4' deep by 50' long stacked rock undertread retaining wall in the location shown on the plans.

935.00.02 Materials

This section is revised to read:

(*****)

Angular, near-square rock 18"-24" shall be selected and imported for the rock retaining wall. An estimated 15 cubic yards of rock will be required. The Contractor must obtain approval of material from the Contracting Agency prior to import.

935.00.06 Measurement

The Additive-A1 bid item for "Rock Retaining Wall" will be measured per Linear Foot installed per these special provisions and the plans. Procurement of any materials necessary to complete the rock retaining wall is incidental to this bit item.

935.00.07 Payment

Payment for the Additive- A1 bid item " Rock Retaining Wall" will be paid per Linear foot of work completed as prescribed in this section. Payment will be made in full following the completion and approval of prescribed work. This shall include all equipment, labor, materials and miscellaneous items necessary to complete this work.

935.20 - Stacked Rock Retaining Wall

935.20.03 Wall Construction

Construct rock retaining walls at locations shown on the plans and designated on the ground. Stagger vertical joints a minimum of 4 inches horizontally from vertical joints in adjoining courses. Use uniformly distributed header rocks for at least 25 percent of the rocks in the front and rear faces of the wall each having a length at least 2.5 times its width. Place all header rocks with the greatest dimension extending into the wall (at right angle to trail centerline), except at corners. At corners, lay alternating courses containing headers with greatest dimension parallel with wall. Place the exposed face of each rock parallel to the face of the wall in which it is set. Stabilize each rock on the course that supports it. Do not break, loosen, or displace rocks already set. Use rocks of a general rectangular shape. Fill voids with small rock fragments or fine aggregate.

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://beta.sam.gov/search?index=wd>.

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



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, SEATTLE DISTRICT
P.O. BOX 3755
SEATTLE, WASHINGTON 98124-3755

Regulatory Branch

February 22, 2022

Mr. Mike Kaputa
Chelan County Natural Resources Department
411 Washington Street
Suite 201
Wenatchee, Washington 98801

Reference: NWS-2021-1177
Chelan County
(East Fork Mission Creek
Trail Re-Route)

Dear Mr. Kaputa:

We have reviewed your application to discharge up to one cubic yard of rock into an unnamed tributary to East Fork Mission Creek and up to 16 cubic yards of gravel into an adjacent wetland for the purpose of re-routing a recreational trail near Wenatchee, Chelan County, Washington. Based on the information you provided to us, Nationwide Permit (NWP) 18, *Minor Discharges* (Federal Register January 6, 2017, Vol. 82, No. 4), authorizes your proposal as depicted on the enclosed drawings dated December 27, 2021.

In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 18, Terms and Conditions* and the following special conditions:

a. In order to protect the listed threatened and endangered species in the project area, you may conduct the authorized activities in the work window as agreed to and documented in writing through consultation by the U.S. Fish and Wildlife Service and/or National Marine Fisheries Service (Services) in any year this permit is valid. If changes to the originally authorized work window are proposed, you must re-coordinate these changes with the Services and receive written concurrence on the changes. Copies of the concurrence(s) must be sent to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch, within 10 days of the date of the revised concurrence.

b. You must implement and abide by the Endangered Species Act (ESA) requirements and/or agreements set forth in the East Fork Mission Creek FS 7100 Closure and Trail Re-Route Project – Finding of No Significant Impact dated November 8, 2021, in its entirety. The U.S. Fish and Wildlife Service (USFWS) provided the enclosed Letter of Concurrence (LOC) with a finding of “may affect, not likely to adversely affect” based on this document on July 1, 2013 (USFWS Reference Number 01EOFW00-2013-F-0090). The National Marine Fisheries Service (NMFS) provided the enclosed LOC with a finding of “may affect, not likely to adversely affect” based on this document on April 25, 2013 (NMFS Reference Number NWP-2013-9664). Both agencies will be informed of this permit issuance. Failure to comply with the commitments made in this consultation constitutes non-compliance with the ESA and your U.S. Army Corps of Engineers permit. The USFWS/NMFS is the appropriate authority to determine compliance with ESA.

c. Incidents where any individuals of fish species, marine mammals and/or sea turtles listed by National Oceanic and Atmospheric Administration Fisheries (NOAA Fisheries) under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the U.S. or structures or work in navigable waters of the U.S. authorized by this Nationwide Permit verification shall be reported to NOAA Fisheries, Office of Protected Resources at (301) 713-1401 and the Regulatory Office of the Seattle District of the U.S. Army Corps of Engineers at (206) 764-3495. The finder should leave the animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure or some unnatural cause. The finder may be asked to carry out instructions provided by NOAA Fisheries to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.

The Okanogan-Wenatchee National Forest completed National Historic Preservation Act, Section 7 Endangered Species Act (ESA) consultation and Magnuson Stevens Act, Essential Fish Habitat (EFH) consultation for the proposed activity [National Marine Fisheries Service reference NWP-2013-9664, U.S. Fish and Wildlife Service reference 01EOFW00-2013-F-0090 (collectively called the Services)]. For the purpose of this Department of the Army authorization, we have determined this project will comply with the requirements of these laws provided you comply with all of the permit conditions. We have determined the permit action is sufficiently addressed in their ESA and EFH consultation documents. By this letter we are advising you and the Services, in accordance with 50 CFR 402.07 and 50 CFR 600.920(b), that this agency has served as the lead Federal agency for the ESA and EFH consultation responsibilities for the activity described above.

The authorized work complies with the Washington State Department of Ecology's (Ecology) Water Quality Certification (WQC) requirements for this NWP. No further coordination with Ecology for WQC is required.

You have not requested a jurisdictional determination for this proposed project. If you believe the U.S. Army Corps of Engineers does not have jurisdiction over all or portions of your project you may request a preliminary or approved jurisdictional determination (JD). If one is requested, please be aware that we may require the submittal of additional information to complete the JD and work authorized in this letter may not occur until the JD has been completed.

Our verification of this NWP authorization is valid until March 18, 2022, unless the NWP is modified, reissued, or revoked prior to that date. If the authorized work has not been completed by that date and you have commenced or are under contract to commence this activity before March 18, 2022, you will have until March 18, 2023, to complete the activity under the enclosed terms and conditions of this NWP. Failure to comply with all terms and conditions of this NWP verification invalidates this authorization and could result in a violation of Section 404 of the Clean Water Act. You must also obtain all local, State, and other Federal permits that apply to this project.

Upon completing the authorized work, you must fill out and return the enclosed *Certificate of Compliance with Department of the Army Permit*. Thank you for your cooperation during the permitting process. We are interested in your experience with our Regulatory Program and encourage you to complete a customer service survey. These documents and information about our program are available on our website at www.nws.usace.army.mil, select "Regulatory Branch, Permit Information" and then "Contact Us." A copy of this letter with enclosures will be furnished to Erin McKay at erin.mckay@co.chelan.wa.us. If you have any questions, please contact me at jenae.churchill@usace.army.mil or (206) 764-5527.

Sincerely,

A handwritten signature in cursive script that reads "Jenae Churchill".

Jenae Churchill, Project Manager
Regulatory Branch

Enclosures

APPENDIX C: CONTRACT DRAWINGS

https://www.co.chelan.wa.us/files/natural-resources/documents/Final_EastForkTrail_Re-route_PlanSet.pdf

APPENDIX D: ILLUSTRATION ON STANDARD TRAIL TERMS AND SITE PHOTOS

