

90% Submittal

# Lower Satsop Right Bank Conservation Project Contract Documents

Prepared for



Grays Harbor  
Conservation  
District

*your window to healthy lands*

September 2021

Prepared by

**Parametrix**

## CERTIFICATION

The technical material and data contained in this document were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.

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Prepared by Randolph Scot Raymond, PE,  
except Section 8-19

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Checked by Clara Olson, PE

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Checked by JC Hungerford, PE

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Approved by JC Hungerford, PE

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## CERTIFICATION

The technical material and data contained in this document were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.

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Prepared by Jessica Lammers, PE,  
Section 8-19 only

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# **Lower Satsop Right Bank Conservation Project Contract Documents**

*Prepared for*

**Grays Harbor Conservation District**

330 Pioneer Avenue W, Suite D  
Montesano, WA 98563

*Prepared by*

**Parametrix**

1019 39th Avenue SE, Suite 100  
Puyallup, WA 98374  
T. 253.604.6600 F. 1.855.542.6353  
[www.parametrix.com](http://www.parametrix.com)

**September 2021**

PMX No. 217-7132-001

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**NOTICE TO BIDDERS**  
Grays Harbor Conservation District  
Montesano, Washington

**Lower Satsop Right Bank Conservation Project**

**BIDS** will be received electronically **via email** for the **Lower Satsop Right Bank Conservation Project until Thursday, October 7, 2021 at 2:00 pm local time.** Bids will be publicly opened and read via web conference. Bidders may attend the Bid Opening Meeting online using a Zoom meeting. Use the following information to join the meeting.

**Middle Fork Hoquiam Bid Opening (via Zoom web conference)**

April 21<sup>st</sup>, 2021 11:30 AM Pacific Time

[Click Link to enter Meeting](#) or copy and paste the following address into your internet browser.

<https://us02web.zoom.us/j/81475145325?pwd=bDhwb1JlQWdFb05WV2xSSiYyNlcxUT09>

Meeting ID: **814 7514 5325**

Password: **653627**

Use computer audio or dial (253) 215-8782

**All Parties interested in bidding must attend a **MANDATORY**, on-site, pre-bid meeting from 10:00 am to 12:00 pm, Friday, October 1.**

**Lower Satsop Right Bank Pre-Bid meeting**

October 1, 2021 10:00 am-12:00 pm local time.

Meet at Chapman Farms, 239 Brady Loop Road E, Montesano, WA 98563 [Google](#)

[Directions link](#)

The walk-through will require travel on foot over **about 1 mile of walking**.

Come prepared for expected weather conditions.

Exit the site by 12:00 pm

**Contractor questions are due no later than Monday, October 4, at 5:00 pm. Responses to questions will be posted as Addenda by 5:00 pm, Tuesday, October 5.**

**Schedule Summary**

- **MANDATORY**, on-site, **pre-bid meeting** Friday, October 1, from 10:00 am to 12:00 pm
- Contractor questions are due no later than 5:00 pm, Monday, October 4.
- Responses to questions will be posted as addenda by 5:00 pm Tuesday, October 5.
- **BIDS must be received by Thursday, October 7, 2021 at 2:00 pm**
- Bid Opening (**via Zoom web conference**), October 7, 2021 **2:00 pm**

**PROJECT DESCRIPTION:**

This Contract provides for the protection of approximately 1,950 feet of streambank along the Lower Satsop River. All work will take place upland of Ordinary High Water of the Satsop River, set back from the top of bank. The Work includes temporary erosion and sediment controls; development, maintenance, and decommissioning of a staging area and temporary access roads; construction and placement of boulder-ballasted log structures, including log jack spurs, continuous log rows, and log jacks; excavation for and placement of the boulder-ballasted log structures; backfill, grading, and property restoration; permanent signing; and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

**PLANS, SPECIFICATIONS, ADDENDA, PROPOSAL FORMS, BIDDERS LIST, AND PLAN HOLDERS LIST** for this project are available through the **Grays Harbor Conservation District** on-line plan room. Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to [www.bxwa.com](http://www.bxwa.com) and clicking on "Posted Projects", "Public Works", and "Grays Harbor Conservation District". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact **Builders Exchange of Washington** at [\(425\) 258-1303](tel:4252581303) should you require assistance with access or registration.

**ALL BID PROPOSALS** shall be accompanied by a bid proposal deposit in the form of a Surety Bond, Cash, Cashier's Check, or Certified Check in an amount equal to five percent (5%) of the amount of such bid proposal. **The Proposal Bond shall be on DOT Form 272-001 revised 08/2001 for Local Agency Use.** Should the successful bidder fail to enter into a contract and furnish satisfactory performance bond within the time stated in the Specifications, the bid proposal deposit shall be forfeited to Grays Harbor Conservation District. **BID PROPOSAL BONDS shall be placed and sealed in an envelope**, with an indication on the front bottom left corner of said envelope, the **project name**, and **name of bidder**, and then mailed/delivered to the **Grays Harbor Conservation District on or before the day and hour of the above- mentioned bid opening.**

Please mail/deliver bonds to: **Grays Harbor Conservation District  
Attn: Lower Satsop Right Bank Bid  
330 Pioneer Avenue West, Suite D  
Montesano, WA 98563**

**ALL OTHER BID PROPOSAL DOCUMENTS** must be on forms furnished from the **Builders Exchange of Washington**, emailed, with a subject line indicating the **project name**, and **name of bidder**, to the **Lower Satsop Right Bank Project Manager on or before the day and hour of the above-mentioned bid opening.**

Please email bids to: [ghcdbids@gmail.com](mailto:ghcdbids@gmail.com)

**GRAYS HARBOR CONSERVATION DISTRICT** reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities and to contract as to the best interest of the Grays Harbor Conservation District.

**DATED** this **23rd** day of **September**, 2021.

Anthony Waldrop, Project Manager  
Grays Harbor Conservation District  
(360) 590-4176

# INFORMATION FOR BIDDERS

## INTRODUCTION

The project shall be constructed in accordance with the WSDOT 2021 *Standard Specifications for Road, Bridge, and Municipal Construction*, the latest edition of the WSDOT *Standard Plans for Road, Bridge, and Municipal Construction*, and these Plans and Special Provisions.

### Other Bid Provisions:

1. Intent of Plans and Specifications. It is the intention of these Specifications to provide for careful, thorough, and workmanlike construction procedures in the installation of materials and equipment and in the manufacture and delivery of such materials and equipment. The Bidder to whom the Contract is awarded shall furnish all materials, and shall assemble and install all Contractor-furnished materials to complete said Contract in accordance with all of its terms and conditions.

The Plans and Specifications shall be considered and used together; anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown. The Engineer may furnish Supplemental Plans and Specifications to define more clearly any requirement of the original documents; these shall be accepted by the Contractor as of the same force and effect as though they had been included among the listed Drawings and in case of any conflict between the listed and the Supplemental Drawings, the latter shall govern.

All Specifications and notes appearing on the Plans shall have the same force and effect as though they were repeated herein.

2. Examination of Contract Documents. Each Bidder shall thoroughly examine and be familiar with legal and procedural documents, General Conditions, Specifications, Drawings, and Addenda (if any). The submission of a proposal shall constitute an acknowledgment that the Bidder has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Bidder to receive or examine any of the Contract Documents shall in no way relieve him from any obligations with respect to his proposal or to the Contract. No claim for additional compensation will be allowed that is based upon a lack of knowledge of any Contract Document, and the Owner will in no case be responsible for any loss or for unanticipated costs that may be suffered by the Contractor as a result of conditions pertaining to the work.
3. Examination of Site and Conditions. Before making a proposal, the Bidder shall examine the site of the work and ascertain for himself all the physical conditions in relation thereto. Examination of site and conditions shall occur during a mandatory on-site, pre-bid meeting from 10:00 am to 12:00 pm on Friday, October 1, 2021. Failure to take this precaution shall not release the Bidder from its obligation as implied by the proposal the Bidder submits nor excuse the Bidder from performing the work in strict accordance with the requirements of the Contract Documents.

No statement made by any officer, agent, or employee of the Owner pertaining to the site of the work or the conditions under which the work must be performed will be binding on the Owner.

4. Addenda and Interpretations of Documents. No interpretation of meaning of the Plans, Specifications, or other prebid documents will be made to any Bidder orally. Every request for such interpretation shall be submitted in writing, addressed to Parametrix, Inc., and to be given consideration, shall be received at least 5 calendar days prior to date fixed for opening of Bids. Any and all such interpretations and any Supplemental instructions will be in the form of written Addenda to the Specifications, which, if issued, will be available to each prospective Bidder through the online bid service, Builders Exchange. Failure of any Bidder to receive any such Addendum shall not relieve such Bidder from any obligation under its Bid as submitted. All Addenda so issued shall become a part of the Contract Documents.
5. Preparation of Proposal. Bids must be submitted by filling in with ink (or typing) each and every blank provided for such purpose in the form headed "Proposal," or if the Bidder is required to provide a special form appropriate to the nature of his Bid, then such form shall be complete in all respects as required by the Specifications if it is to merit consideration by the Owner. Where indicated, all blank spaces shall be filled in with words and figures. Written amounts shall take precedence where there is a conflict between the written amount and the figure.

If the proposal is made by a partnership, it should contain the name of each partner and should be signed in the firm name, followed by the signature of a partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the proposal should be signed with the name of the corporation and the state in which incorporated, followed by the written signature of the qualified officer and the designation of the office he holds in the corporation.

The address of the person, firm, or corporation in whose behalf the proposal is submitted shall be given. The Bidder shall comply with all other specific requirements of the proposal form.

6. Approximate Quantities. On all items on which Bids are to be received on a unit price basis, the quantities stated in the Bid will not be used in establishing final payment due the Contractor. The quantities stated, on which unit prices are invited, are approximate only, and each Bidder shall make its own estimate from the Contract Drawings of the quantities required on each item and calculate its unit price Bid for each item accordingly. Bids will be compared on the basis of number of units stated in the Bidding schedule. Payment on the Contract on unit price items will be based on the actual number of units installed in the completed work.
7. Material Substitution. Each Bidder shall base its Bid upon the materials and equipment as described in the Bidding Documents. The successful Contractor will not be allowed to make any substitutions on its own initiative, but in each instance will be required to obtain authorization from the Owner before installing any work in variance with the requirements of the Contract Documents.
8. Alteration of Documents Prohibited. Except as may be provided otherwise herein, proposals that are incomplete, are conditioned in any way that the Plans or Specifications do not authorize, contain unverified erasures or alterations, include items that are not named in the proposal form or that are unlawful, may be rejected as informal.
9. Submission of Proposal. Each proposal shall be completely sealed in a package addressed as required by the official advertisement, marked with the name of the Bidder and the title of the project; it must be delivered to the address at or before the time named in said advertisement. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed in another envelope addressed as specified in the Bid form.

10. Modification of Proposal. Change in a proposal already delivered will be permitted only if a request for the privilege of making such modification is made in writing signed by the Bidder and the specific modification itself is stated prior to the scheduled closing time for the receipt of proposals. To be effective, every modification must be made in writing over the signature of the Bidder; no other form of procedure will be accepted.

11. Bid Security. Each Bid must be accompanied by cash, certified check of the Bidder, or a Bid bond duly executed by the Bidder as principal and having as surety thereon a surety company authorized to issue such bonds in Washington in the amount of 5 percent of the Bid. Such cash, checks, or Bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the Contract, or, if award has not been made within 90 calendar days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his Bid.

The successful Bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 calendar days after he has received notice of the acceptance of his Bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his Bids.

12. Return of Bid Securities. The security of the three lowest Bidders will be returned after the execution of the agreement with the successful Bidder and the approval of his bonds and insurance. The security of all other Bidders will be returned promptly after the Bids have been opened and reviewed by the Owner. If all Bids are rejected, the securities will be returned at the time of rejection.

13. Withdrawal of Proposal. A proposal may be withdrawn at any time prior to the scheduled closing time for filing Bids. This may be done by the Bidder in person or upon telegraphic or written request. A telephone request for withdrawal of a proposal will not be recognized for this purpose. If withdrawal is made personally, a written acknowledgment thereof will be required.

After the scheduled closing time for filing Bids, no Bidder will be permitted to withdraw its proposal unless no award of Contract has been made prior to the expiration of 90 calendar days immediately following the time when Bids are submitted. Bids received after the scheduled closing time will be returned to the Bidder unopened.

14. Qualification of Bidders. It is the intention of the Owner to award a Contract only to a Bidder who furnishes satisfactory evidence that it has the requisite experience and ability and that the Bidder has sufficient capital, facilities, and plant to enable it to prosecute the work successfully and promptly, and to complete the work within the time specified in the Contract Documents.

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

Each Bidder shall possess state and local licenses in accordance with the applicable state and local laws and shall furnish satisfactory proof to the Owner upon request that the licenses are in effect during the entire period of the Contract.

15. Disqualification of Bidders. More than one Bid for the same work described in this document, from an individual, firm or partnership, a corporation or an association under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the work contemplated will cause the rejection of all Bids in which such Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants in such collusion will not be considered.
16. Rejection of Bids. The Owner reserves the right before or after opening, to reject any or all proposals or to waive any informalities therein if it is believed that the best interest of the Owner will be served thereby.
17. Award of Contract. The Owner reserves the right to reject all Bids, waive any informalities in the Bidding, and/or not make an award. The award of the Contract, if made by the Owner, will be made to the lowest, responsive, responsible Bidder for the schedule, or combination of schedules, selected for implementation. The Owner shall determine at his own discretion, whether a Bidder is qualified to perform the Contract, and which Bid is the lowest and whether it is to the interest of the Owner to accept the Bid. If the lowest Bid exceeds the funds that are estimated by the Owner as available, the Owner reserves the right to eliminate any combination of the Bid alternatives, to reject all Bids, or to delete specific bid items in their entirety.
18. Low Bid. The low Bid will be determined on the basis of the lowest GRAND TOTAL price listed in the Bid Proposal.

Acceptance of the Bid Proposal and award of Contract does not relieve the Contractor from the responsibility of providing and installing materials that will comply completely with the Specifications. The Contractor shall be required to make complete material submittals of all items of material selected and the Owner reserves the right to reject all material not meeting the requirements of the Specifications.

19. Effective Date of Award. If a Contract is awarded by the Owner, such award shall be effective when formal notice of such award, signed by the authorized representative of the Owner, has been delivered to the intended awardee, or mailed to the awardee at the main business address shown on its Bid, by some officer or agent of the Owner duly authorized to give such notice.
20. Execution of Agreement. Copies of the agreement in the number stated in the form of agreement, shall be executed by the successful Bidder, and returned, together with the required bonds and insurance, within 10 calendar days from the Notice of Award of the Contract. Effective date of bonds shall be the same or later than the date of the agreement.
21. Failure to Execute Agreement and File Bonds and Insurance. Failure of a successful Bidder to execute the agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the award. On failure of a successful Bidder to execute the agreement and file the required bonds and insurance within the required time, the Bidder shall forfeit its Bid security as agreed herein before. Upon annulment of an award as aforesaid, the Owner may then award a Contract to the next responsible selected Bidder.
22. Payment for Excess Costs and Liquidated Damages. As defined in the Contract Documents.

23. Commencement and Completion of Work. The successful Bidder shall commence work within 1 calendar day after Notice to Proceed and shall complete all work in accordance with the terms and conditions of the Contract Documents.
24. Affidavit of Non-Collusion. The successful Bidder shall execute an Affidavit of Non-Collusion on the attached form that such Bid is not a sham or collusion and in no respect or degree is the Bid made in the interest or on behalf of any person, firm, or corporation not named in the Proposal containing such Bid.
25. Nondiscrimination in Employment. Contract for work under this proposal will obligate the Contractors and Subcontractors not to discriminate in employment practices. Bidders should submit with their Bid a signed statement as to whether they have previously performed work subject to the President's Executive Order No. 11246. Bidder must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract. Successful Bidders must, if requested, submit a list of all Subcontractors who will perform work on the project and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order No. 11246 and that said labor pools have failed or refused to furnish same prior to the award of this Contract. Successful Bidders must be prepared to comply in all respects with the Contract Provisions regarding nondiscrimination as set forth in the Labor Standards of these Specifications.

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## **BIDDER'S CHECKLIST**

The Bidder's attention is especially called to the following forms, which must be completed in full as required and submitted collectively as the Bid Proposal package:

### **1. PROPOSAL**

The "Unit Price" and "Amount" must be shown in the spaces provided.

### **2. BID DEPOSIT – BID BOND**

The "Bid Bond" form is to be completed by the Bidder and the surety company unless Bid is accompanied by a certified check, postal money order, cash, or cashier's check. The amount of this deposit shall not be less than five percent of the total amount of the Bid Proposal and may be shown in dollars or on a percentage basis.

### **3. CERTIFICATE AS TO CORPORATE PRINCIPAL**

### **4. CERTIFICATE AS TO CORPORATE SEAL**

### **5. NON-COLLUSION DECLARATION**

The following forms are to be executed and submitted within 10 calendar days after award of Contract:

### **1. CONTRACT**

This Contract is to be executed by the successful Bidder in triplicate.

### **2. PERFORMANCE BOND**

To be executed by the successful Bidder and his surety company.

### **3. PAYMENT BOND**

To be executed by the successful Bidder and his surety company.

### **4. PROOF OF INSURANCE**

Copy of policy and appropriate endorsements.

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# PROPOSAL SUBMITTAL SHEET

PROPOSAL SUBMITTED BY:

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Contractor

---

Address

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City	State	Zip Code	Phone
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## BID OPENING

**DATE: Thursday, October 7, 2021**  
**TIME: 2:00 pm**

**Grays Harbor Conservation District**  
**330 Pioneer Avenue West, Suite D**  
**Montesano, Washington 98563**

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## PROPOSAL

**To: Grays Harbor Conservation District**

1. Pursuant to and in compliance with your Notice for Bids and the other documents relating thereto, the undersigned Bidder, having familiarized itself with the terms of the project related to those items herein bid, being aware of the local conditions affecting the performance of a Contract covering the items bid, having knowledge of the cost of the work and the place where the work is to be done, having familiarized itself with the Contract Documents, hereby proposes and agrees to perform the work and/or to furnish the equipment, and to furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform a Contract covering any or all of those items herein bid and to complete in a workmanlike manner all work covered by the said Contract in connection with the Owner's Lower Satsop Right Bank Conservation Project, for the amounts stated below.

### GRAYS HARBOR CONSERVATION DISTRICT

#### **SCHEDULE OF PRICES – LOWER SATSOP RIGHT BANK CONSERVATION PROJECT**

Item No.	Section	Description of Item	Estimated Quantity	Unit Price	Amount
1	1-04	Minor Change	Eq. Adj.	\$ <u>25,000</u>	\$ <u>25,000</u>
2	1-07	Property Restoration	Lump Sum	\$ _____	\$ _____
3	1-09	Mobilization	Lump Sum	\$ _____	\$ _____
4	1-07	SPCC	Lump Sum	\$ _____	\$ _____
5	2-01	Clearing and Grubbing	Lump Sum	\$ _____	\$ _____
6	2-01	Temporary Construction Access and Staging	Lump Sum	\$ _____	\$ _____
7	2-09	Excavation, Grading, Backfill, and Compaction for Log Jack Spur	CY	\$ _____	\$ _____
8	2-09	Excavation, Grading, Backfill, and Compaction for Log Structure Installation	CY	\$ _____	\$ _____
9	2-09	Shoring or Extra Excavation Class B	Lump Sum	\$ _____	\$ _____
10	8-01	Erosion/Water Pollution Control	Lump Sum	\$ _____	\$ _____
11	8-02	Seeding and Fertilizing	AC	\$ _____	\$ _____
12	8-01	Silt Fence	LF	\$ _____	\$ _____
13	8-01	Stabilized Construction Entrance	SY	\$ _____	\$ _____
14	8-01	Wattle	LF	\$ _____	\$ _____
15	8-01	High Visibility Fence	LF	\$ _____	\$ _____
16	8-19	Type A Log, Furnished	Each	\$ _____	\$ _____
17	8-19	Type R Log, Furnished	Each	\$ _____	\$ _____
18	8-19	Type W Log, Furnished	Each	\$ _____	\$ _____
19	8-19	Slash, Furnished	CY	\$ _____	\$ _____

**SCHEDULE OF PRICES – LOWER SATSOP RIGHT BANK CONSERVATION PROJECT**

Item No.	Section	Description of Item	Estimated Quantity	Unit Price	Amount
20	8-19	Ballast Boulder, Furnished	Each	\$ _____	\$ _____
21	8-19	Ballasted Log Jack, Constructed	Each	\$ _____	\$ _____
22	8-19	Place Ballasted Log Jack	Each	\$ _____	\$ _____
23	8-19	Continuous Log Row Unit, Constructed	Each	\$ _____	\$ _____
24	8-19	Place Continuous Log Row Unit	Each	\$ _____	\$ _____
25	8-21	Permanent Signing	Lump Sum	\$ _____	\$ _____
<b>Subtotal:</b>				\$ _____	
<b>Washington State Sales Tax (8.9%):</b>				\$ _____	
<b>GRAND TOTAL:</b>				\$ _____	

- The undersigned Bidder hereby proposes and agrees to commence work under this Contract, if awarded to the Bidder, one (1) calendar day after the issuance of the Owner’s Notice to Proceed. The undersigned Bidder further agrees to plan and prosecute the work with such diligence that the work and portions thereof shall be completed in 45 working days. For each and every day any portion of the work remains incomplete after the Contract milestone completion dates specified therefore, the agreed liquidated damage to the Owner shall be one thousand dollars (\$1,000 per day). There shall be no exceptions or revisions to the stated time schedules without written Notice from the Owner or as specifically provided in the Contract Documents.
- The Owner reserves the right to delete all or any portion of the work as outlined in the Contract Documents.
- The required bid security in the amount of \$ \_\_\_\_\_ is hereto attached.
- It is understood that the Contractor is responsible for obtaining and completing all required government forms and for complying with all local, state, and federal laws and regulations applicable to the work.
- Receipt of the following Addenda to the Contract Documents is hereby acknowledged.

<u>Addendum Number</u>	<u>Date of Receipt of Addendum</u>	<u>Signed Acknowledgement</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

(Note: Failure to acknowledge receipt of the addenda may be considered an irregularity in the Proposal.)

7. The following list identifies categories of work and firms whose subcontract will exceed 10 percent of the submitted bid price. If a category of work will not be subcontracted, the Bidder must list itself. This list must be submitted with the Bid in order to fulfill the requirements of RCW 39.04.010.

	<u>Contractor Firm Name</u>	<u>Contractor Number</u>	<u>Category</u>	<u>Amount</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____

(Bidder shall attach additional sheets if necessary)

8. Notice of Acceptance of this Bid or requests for additional information should be addressed to the undersigned at the address stated below:

Date: \_\_\_\_\_

PROPER NAME OF BIDDER

By: \_\_\_\_\_

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

ADDRESS

Phone: \_\_\_\_\_

Federal Taxpayer Identification No.: \_\_\_\_\_

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**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor in the agreement attached hereto, that \_\_\_\_\_, who signed said agreement on behalf of the Contractor, was the \_\_\_\_\_ of said corporation; that said agreement was duly signed on and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_)

) ss.

County of \_\_\_\_\_)

\_\_\_\_\_ being duly sworn deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_.  
(Title) (Name of Organization)

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

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_

Bond No. \_\_\_\_\_

**\*SEE SECTION 1-02.6 FOR COMPANIES THAT ARE NOT CORPORATE.**

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## CERTIFICATE AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within Bond; that \_\_\_\_\_ who signed the said Bond on behalf of the Principal

was \_\_\_\_\_ of said Corporation; that I know his/her signature thereto is genuine, and that said Bond was duly signed, sealed, and attested for in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Secretary or Assistant Secretary

**A copy of this bond shall be filed with the County Auditor, except in the case where the Contract is with a City or Town.**

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**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

## **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 of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

## **NOTICE TO ALL BIDDERS**

To report rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern 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 direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

SR

DOT Form 272-0361 EF  
07/2011

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Department of Labor and Industries  
 Prevailing Wage  
 (360) 902-5335  
[www.lni.wa.gov/TradesLicensing/PrevWage](http://www.lni.wa.gov/TradesLicensing/PrevWage)



## STATEMENT OF INTENT TO PAY PREVAILING WAGES

**Public Works Contract  
 \$40.00 Filing Fee Required**

Intent ID # (Assigned by L&I) \_\_\_\_\_

- This form **must** be typed or printed in ink.
- **Fill in all blanks or the form will be returned for correction (see instructions).**
- Please allow a **minimum** of 10 working days for processing.
- Once approved, your form will be posted online at <https://fortress.wa.gov/lmi/pwipub/SearchFor.asp>

Your Company Information			Awarding Agency Information		
Your Company Name ABC Company, Inc.			Project Name Road Repair		Contract Number 2011-01B
Your Address 1234 Main Street			Awarding Agency WA State Department of Transportation		
City Olympia	State WA	Zip+4 98501-1234	Awarding Agency Address PO Box 47354		
Your Contractor Registration Number ABCCI*0123AA		Your UBI Number 123456789	City Olympia	State WA	Zip+4 98501
Your Industrial Insurance Account Number 111,111-11			Awarding Agency Contact Name John Doe		Phone Number (555) 555-5555
Your Email Address (required for notification of approval) prevailingwage@lmi.wa.gov		Your Phone Number (555) 555-5555	County Where Work Will Be Performed Thurston		City Where Work Will Be Performed Olympia
Additional Details			Contract Details		
Your Expected Job Start Date (mm/dd/yyyy) 01/01/2011			Bid Due Date (Prime Contractor's) 08/01/2010		Award Date (Prime Contractor's) 08/10/2010
Job Site Address/Directions State Street @ Plum Street			Indicate Total Dollar Amount of Your Contract (including sales tax) or time and materials, if applicable.		\$1000.00
ARRA Funds			Weatherization or Energy Efficient Funds		
Does this project utilize American Recovery and Reinvestment Act (ARRA) funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Does this project utilize any weatherization or energy efficiency upgrade funds (ARRA or otherwise)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Prime Contractor's Company Information			Hiring Contractor's Company Information		
Prime Contractor's Company Name XYZ Company, Inc.		Prime Contractor's Intent Number 123456	Hiring Contractor's Company Name Super Pavers, Inc.		
Prime Contractor's Registration Number XYZIN*0123AA		Prime Contractor's UBI Number 987654321	Hiring Contractor's Contractor Registration Number SUPERPA123AA		Hiring Contractor's UBI Number 321456987
Employment Information					
Do you intend to use <b>ANY</b> subcontractors?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Will employees perform work on this project?	
Will <b>ALL</b> work be subcontracted?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Do you intend to use apprentice employees?	
				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Number of Owner/Operators who own at least 30% of the company who will perform work on the project: <input type="checkbox"/> None (0) <input checked="" type="checkbox"/> One (1) <input type="checkbox"/> Two (2) <input type="checkbox"/> Three (3)					
Crafts/Trades/Occupations – (Do not list apprentices. They are listed on the Affidavit of Wages Paid only.) If an employee works in more than one trade, ensure that all hours worked in each trade are reported below. For additional crafts/trades/occupations please use Addendum A.			Number of Workers	Rate of Hourly Pay	Rate of Hourly Usual ("Fringe") Benefits
Laborer - Asphalt Raker			2	39.28	5.00
Power Equipment Operator - Asphalt Plant Operator			1	48.04	2.35
Truck Driver - Asphalt Mix (over 16 Yds)			1	46.47	0.00
<b>Signature Block</b>					
I hereby certify that I have read and understand the instructions to complete this form and that the information, including any addenda, are correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.					
Print Name:		Print Title:		Signature:	
Date:					
<b>For L&amp;I Use Only</b>					
Approved by signature of the Department of Labor and Industries Industrial Statistician					

NOTICE: If the prime contract is at a cost of over one million dollars (\$1,000,000.00), RCW 39.04.370 requires you to complete the EHB 2805 (RCW 39.04.370) Addendum and attach it to your Affidavit of Wages of Paid when your work on the project concludes. This is only a notice. The EHB 2805 Addendum is not submitted with this Intent.  
 SAMPLE - F700-029-000 Statement of Intent to Pay Prevailing Wages 03-2011

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Department of Labor and Industries  
 Prevailing Wage Program  
 (360) 902-5335  
[www.Lni.wa.gov/TradesLicensing/PrevWage/default.asp](http://www.Lni.wa.gov/TradesLicensing/PrevWage/default.asp)



**Affidavit of Wages Paid  
 Public Works Contract  
 \$40.00 Filing Fee Required\***

\*Exemption may apply. See instruction 9.

**Affidavit ID # (Assigned by L&I):**

# \_\_\_\_\_

This form **must** be typed or printed in ink.  
**Fill in ALL blanks or the form will be returned for correction (see instructions).**  
 Please allow a **minimum** of 10 business days for processing.  
 Once approved, your form will be posted online at:  
<https://fortress.wa.gov/lni/wagelookup/searchforms.aspx>

<b>Your Company Information</b> 1				<b>Awarding Agency Information</b> 2			
Your Company Name				Project Name		Contract Number	
Your Company Address				Awarding Agency			
City		State	Zip+4	Awarding Agency Address			
Your Contractor Registration Number		Your UBI Number		City		State	Zip+4
Your Industrial Insurance Account Number				Awarding Agency Contact Name		Phone Number	
Your Email Address (required for notification of approval)		Your Phone Number		County Where Work Was Performed		City Where Work Was Performed	
<b>Additional Details</b> 3				<b>Contract Details</b> 4			
Your Job Start Date (mm/dd/yyyy)		Your Date Work Completed (mm/dd/yyyy)		Bid Due Date (Prime Contractor's)		Award Date (Prime Contractor's)	
Job Site Address/Directions		Your Approved Intent ID #		Indicate Total Dollar Amount of Your Contract (including sales tax). \$			
EHB 2805 (RCW 39.04.370) – Is the Prime Contractor's contract at a cost of over one million dollars (\$1,000,000)?		<input type="checkbox"/> No <input type="checkbox"/> Yes		If "Yes" to the EHB 2805 question and the Award Date is 9/1/2010 or later you must complete and submit the EHB 2805 (RCW 39.04.370) Addendum.			
<b>ARRA Funds</b> 6				<b>Weatherization or Energy Efficient Funds</b> 6			
Does this project utilize American Recovery and Reinvestment Act (ARRA) funds? <input type="checkbox"/> Yes <input type="checkbox"/> No				Does this project utilize any weatherization or energy efficiency upgrade funds (ARRA or otherwise)? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Prime Contractor's Company Information</b> 7				<b>Hiring Contractor's Company Information</b> 8			
Prime Contractor's Company Name				Hiring Contractor's Company Name			
Prime Contractor's Registration Number		Prime Contractor's UBI Number		Hiring Contractor's Registration Number		Hiring Contractor's UBI Number	
<b>Employment Information</b> 9							
Did you use <b>ANY</b> subcontractors?		<input type="checkbox"/> Yes ( <b>Addendum B Required</b> ) <input type="checkbox"/> No		Did employees perform work on this project?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Was <b>ALL</b> work subcontracted?		<input type="checkbox"/> Yes ( <b>Addendum B Required</b> ) <input type="checkbox"/> No		Did you use apprentice employees?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Number of Owner/Operators who own at least 30% of the company who performed work on this project:				<input type="checkbox"/> None (0) <input type="checkbox"/> One (1) <input type="checkbox"/> Two (2) <input type="checkbox"/> Three (3)			
You must list the First and Last Name(s) of any Owner/Operator performing work below							
List your Crafts/Trades/Occupations Below - For Journey Level Workers you must provide all of the information below. Owner/Operators - must provide their First and Last name no other information required. **Apprentices are not recorded below. You must use Addendum D to list Apprentices.							
		10	11	12	13	14	
<b>Signature Block</b>							
I hereby certify that I have read and understand the instructions to complete this form and that the information on the form and any addenda is correct and that all workers I employed on this Public Works Project were paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.							
Print Name:		Print Title:		Signature:		Date:	
<b>For L&amp;I Use Only</b>							
Department of Labor and Industries							
APPROVED BY: _____							
Industrial Statistician							

F700-007-000 Affidavit of Wages Paid 06-2014

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# REQUEST FOR RELEASE

**Department of Labor and Industries**

**General Administration Building**

**Olympia, WA 98504**

1. THE UNDERSIGNED CONTRACTOR REQUESTS THAT THE PROPERTY OWNER/GENERAL CONTRACTOR BE NOTIFIED OF THEIR RELEASE FROM LIABILITY FOR INDUSTRIAL INSURANCE PREMIUMS ON THE FOLLOWING WORK:

Name of Project \_\_\_\_\_ Contract No. \_\_\_\_\_

Location of Project \_\_\_\_\_

Description of Work \_\_\_\_\_

Amount of contract	Date Work Started	Date Work Completed	Property Owner/General Contractor

Address of Property Owner/General Contractor \_\_\_\_\_

Were Subcontractors Used?

Yes  No

IF YES, ATTACH A LIST SHOWING NAME, ADDRESS, CURRENT CONTRACTOR REGISTRATION NO., INDUSTRIAL INSURANCE ACCOUNT NO., NATURE OF WORK PERFORMED, AND COMPLETION DATE. SUPPLIERS FOR MATERIALS ONLY ARE NOT TO BE INCLUDED.

This Request Submitted by	<input type="checkbox"/> General Contractor	Date	Industrial Insurance Account #
	<input type="checkbox"/> Subcontractor		
Name of Firm	Signed		
Address	Title		

ALL WORKER HOURS THROUGH THE COMPLETION DATE OF THIS PROJECT MUST HAVE BEEN REPORTED AND PREMIUM PAID THEREON BEFORE A RELEASE WILL BE ISSUED.

THIS FORM MUST BE COMPLETED AND ALL INFORMATION FURNISHED BY PARTY REQUESTING RELEASE. SEND TO DEPARTMENT OF LABOR AND INDUSTRIES, INDUSTRIAL INSURANCE DIVISION, CONTRACT COMPLIANCE UNIT, OLYMPIA, WA 98504.

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**PROPOSAL BOND**

**KNOW ALL MEN BY THESE PRESENTS**, That we, \_\_\_\_\_

Of \_\_\_\_\_ as principal, and the \_\_\_\_\_  
a corporation duly organized under the laws of the state of Washington, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the **Grays Harbor Conservation District** in the full and penal sum of **five (5) percent to 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 highway construction, to wit:

**Lower Satsop Right Bank Conservation Project, 2021**

said bid and proposal, by reference thereto, being made a part hereof.

**NOW, THEREFORE**, If the said proposal bid 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 **Grays Harbor Conservation District** within a period of twenty (20) 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Attorney-in-fact)

# PERFORMANCE BOND TO THE GRAYS HARBOR CONSERVATION DISTRICT

Resolution No.

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, \_\_\_\_\_  
as principal, and \_\_\_\_\_  
a corporation organized and existing under the laws of the State of \_\_\_\_\_  
as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of  
contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the GRAYS  
HARBOR CONSERVATION DISTRICT in the penal sum of \$ \_\_\_\_\_,  
for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or  
personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of  
the County of Grays Harbor.

Dated at Montesano, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the Grays Harbor Conservation District is about to enter with the above bounden principal, a  
certain contract, providing for

Specification No.: N/A

Specification Title: **Lower Satsop Right Bank Conservation Project 2021**

Contract No: N/A

(which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, or is about to accept, the said contract, and undertake to  
perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said \_\_\_\_\_  
shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or  
within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics,  
subcontractors and materialmen, and all persons who shall supply said principal or subcontractors with provisions  
and supplies for the carrying on of said work, and shall indemnify and hold the Grays Harbor Conservation District  
harmless from any damage or expense by reason of failure of performance as specified in said contract or from  
defects appearing or developing in the material or workmanship provided or performed under said contract after  
its acceptance thereof by the Grays Harbor Conservation District, then and in that event this obligation shall be  
void; but otherwise it shall be and remain in full force and effect.

Approved:

Principal:

\_\_\_\_\_  
*Chairman, Grays Harbor Conservation District Board  
of Supervisors*

By: \_\_\_\_\_

\_\_\_\_\_  
*Grays Harbor Conservation District Manager*

Surety:

By: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

## EXAMPLE CONTRACT

This Contract is dated as of \_\_\_\_\_, 2021, and is entered into by **Grays Harbor Conservation District** (the “**District**”), and the following person(s) and/or entities (“**Contractor**”):

Name of Contractor:  
Address:  
City, State, Zip:  
Name and Title of Contact:  
Telephone Number:  
Email Address:

The District and Contractor agree as follows:

1. **Contractor’s Duties.** Contractor, who represents that Contractor is qualified and willing to perform the services described herein as an independent contractor, shall do all work and furnish all tools, materials, and equipment in accordance with and as described herein and in the attached plans and specifications and the General Specifications issued by the Grays Harbor Conservation District, which are by this reference incorporated herein and made a part hereof, and shall perform any alteration in or additions to the work provided under this contract and every part thereof.

Bid Schedule – Lower Satsop Right Bank Conservation Project Construction

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the Grays Harbor Conservation District.

2. **Payments.** Payments shall be made under this Contract as follows:
  - (a) **Compensation.** For all of the services and/or deliverables to be performed and/or delivered by Contractor pursuant to this Contract, the District shall pay Contractor, in accordance with Contractor’s bid dated 4/19/2021 for Hoquiam Tidal Restoration Project Construction. Total compensation, including applicable Washington State Sales Taxes, and reimbursable expenses shall not exceed \$\_\_\_\_\_. Invoices may be submitted no more frequently than monthly.
  - (b) **Terms of Payment.** Receipts for authorized expenses and invoices for services must be presented to the District before payment can be made. Except to the extent (if any) otherwise explicitly stated in this Contract, the District shall pay and (as applicable) reimburse Contractor within thirty (30) days after: (i) all of the services called for in this Contract have been performed; (ii) all of the deliverables required of Contractor under the Contract have been received by the District; (iii) the District has received an invoice (and any required receipts) from Contractor; and (iv) the District has determined that the services were performed, the expenses were incurred, and/or the deliverables were delivered (as applicable) as required under this Contract. Payment will be made by check.
  - (c) **Prevailing Wage.** The District shall withhold an amount equal to 5% the payment for each project to be paid upon confirmation of notice of intent and affidavit of payment of Prevailing Wages.
3. **Term of Contract.** This Contract shall begin on the date of this Contract above and shall expire on \_\_\_\_\_ (the “**Expiration Date**”). Any extension beyond the Expiration Date must be in writing and signed by the District.
4. **Performance of Work.** Contractor is qualified and willing to perform the services described above as an independent contractor in accordance with the highest standards of Contractor’s profession or craft and to the satisfaction of the District. Contractor shall not be paid for any work found by the District to be unsatisfactory. If two or more persons or entities are identified as the Contractor on the first page hereof, their obligations hereunder shall be joint and several.

5. **Liability/Insurance.** The work to be performed under this Contract shall be performed entirely at Contractor's risk. Contractor agrees to indemnify, defend and hold the District harmless from and against any and all liabilities, claims, demands, damages, losses, expenses and/or costs which the District may incur or suffer arising to any extent out of the performance of this Contract. Contractor shall carry appropriate workers' compensation, hazard and liability insurance coverage written on an occurrence basis during the term of this Contract. Upon request from the District, Contractor shall have the District named as an additional insured on Contractor's policy and provide the District with evidence that the appropriate insurance coverage is in effect.
- 5.1 **Insurance.** Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- 5.2 **No Limitation.** Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.
- 5.3 **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types described below:
1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District and the landowner (in this case Chehalis River Basin Land Trust), shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the District.
  3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 5.4 **Minimum Amounts of Insurance.** Contractor shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- 5.5 **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:
1. The Contractor's insurance coverage shall be primary insurance as respect the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.
  2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 5.6 **Verification of Coverage.** Consultant shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

- 5.7 **Industrial Insurance Act Waiver.** It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.
6. **Indemnify and Hold Harmless.** To the fullest extent permitted by law, the District and Contractor shall indemnify and hold harmless each other, their Boards of Supervisors, elected officials, agents and employees, as well as the State of Washington, its officials, agents and employees from and against all claims for injuries or death, losses or suits including attorney fees arising out of or resulting from the indemnifying party's performance of this agreement.
7. **Termination and Remedies.**
- (a) **Non Availability of Funds.** The obligation of the District to make payments as provided herein is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amount sufficient to fund the contract are not appropriated to the District for expenditure for this agreement and any biennial fiscal period, the District shall not be obligated to pay any remaining unpaid portion of this contract unless and until the necessary action by the legislature or office of financial management occurs. In such a case, this contract may be terminated as provided in Section 7(b).
- (b) **For Convenience.** The District may cancel this Contract at any time upon two weeks written notice. Should this occur, payment for work satisfactorily completed shall be adjusted accordingly.
- (c) **For Cause.** If Contractor defaults in performance of Contractor's duties under this Contract, whether for circumstances within or beyond the control of Contractor, the District may immediately terminate this Contract by written notice to Contractor. Should termination occur as a result of Contractor's default, the District shall be entitled to damages from Contractor resulting from Contractor's default and shall be entitled to offset any amounts payable to Contractor for work satisfactorily completed against such damages. The balance of amounts payable to Contractor for work satisfactorily completed, if any, shall be paid to Contractor.
8. **Independent Contractor.** The parties to this Contract intend that an independent contractor-client relationship shall be created by this Contract. The conduct and control of the work to be done under this Contract shall lie solely within the purview of Contractor. Contractor is not to be considered an agent or employee of the District for any purpose, and no joint venture or principal-agent relationship exists. Neither Contractor nor any employee(s) of Contractor shall be entitled to any of the benefits that the District provides for its employees. Neither the District nor Contractor shall have any right, power, or authority to create any obligation, expressed or implied, on behalf of the other.
9. **Assignment/Subcontract.** Contractor may not assign or transfer this Contract or subcontract for the work to be performed without the prior written consent of the District.
10. **Ownership of Documents and Data.** All rights, title, and interest to and including the rights of copyright in any reports, studies, photographs (and negatives), computer programs, software, drawings, writings or other works or documents, along with all drafts and versions thereof, and all material created in connection therewith which are produced under this Contract (collectively the "**Works**") are intended to be "works made for hire" in accordance with the definition of that term under the copyright laws of the United States, and the District is intended to and shall have the sole and exclusive right, title and interest in and to the Works.
11. **Taxes.** Contractor agrees to be responsible for any and all filing and payment of taxes and for compliance with any and all provisions and requirements arising under any applicable federal, state, or local tax laws, including (but not limited to) those for any jurisdiction(s) in which Contractor is organized or authorized to do business. No federal, state, or local income tax, nor any payroll tax of any kind, shall be withheld or paid by the District on behalf of Contractor, or employees of Contractor. If appropriate, the District shall report all fees paid to Contractor to the IRS on Form 1099.

12. **Books and Records**. The Contractor agrees to maintain books, records, and documents that sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the District to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the District, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
13. **Conflict of Interest**. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the District. Contractor confirms that Contractor does not have a business interest or a close family relationship with any District officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
14. **Equal Opportunity Employer**. In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
15. **General Provisions**.
  - 15.1 **Interpretation and Modification**. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.
  - 15.2 **Assignment and Beneficiaries**. Neither the Contractor nor the District shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.
  - 15.3 **Compliance with Laws**. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

15.4 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the District at law, in equity or by statute. The failure of the District to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the District to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the District to declare one breach or default does not act as a waiver of the District's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Thurston County Superior Court, Thurston County, Washington, unless the parties agree in writing to an alternative process. If the Thurston County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in Thurston County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in Thurston County, Washington and waives any objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, however nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

15.5 Execution. Each individual executing this Agreement on behalf of the District and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof, hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.

In witness whereof, the Contractor and the District have executed this Contract, effective as of the date first above written.

**Grays Harbor Conservation District,**

**Contractor,**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Special Provisions



## INTRODUCTION TO THE SPECIAL PROVISIONS

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

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2021 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

*(March 8, 2013 APWA GSP)*

*(April 1, 2013 WSDOT GSP)*

Revised General Special Provisions and project-specific Special Provisions are designated by “(\*\*\*\*\*).”

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

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

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**DIVISION 1**  
**GENERAL REQUIREMENTS**

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

**DESCRIPTION OF WORK**

This Contract provides for the protection of approximately 1,950 feet of streambank along the Lower Satsop River. All work will take place upland of Ordinary High Water of the Satsop river, set back from the top of bank. The Work includes temporary erosion and sediment controls; development, maintenance, and decommissioning of a staging area and temporary access roads; construction and placement of boulder-ballasted log structures, including log jack spurs, continuous log rows, and log jacks; excavation for and placement of the boulder-ballasted log structures; backfill, grading, and property restoration; permanent signing; and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

**1-01                    DEFINITIONS AND TERMS**

**1-01.3                Definitions**  
*(January 4, 2016 APWA GSP)*

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

**Dates**

***Bid Opening Date***

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

***Award Date***

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

***Contract Execution Date***

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

***Notice to Proceed Date***

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

***Substantial Completion Date***

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

**Physical Completion Date**

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

**Completion Date**

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

**Final Acceptance Date**

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

Supplement this Section with the following:

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

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

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

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

**Additive**

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

**Alternate**

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

**Business Day**

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

**Contract Bond**

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

**Contract Documents**

See definition for "Contract".

**Contract Time**

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

**Notice of Award**

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

**Notice to Proceed**

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

**Traffic**

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

**1-02 BID PROCEDURES AND CONDITIONS**

**1-02.1 Prequalification of Bidders**

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

Section 1-02.1 is deleted.

**1-02.2 Plans and Specifications**

Delete this section and replace it with the following:

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

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	2	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	2	Furnished automatically upon award.

Additional plans and Contract Provisions may be obtained by the Contractor from the Engineer, at the Contractor's own expense.

**1-02.5 Proposal Forms**  
(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

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

**1-02.6 Preparation of Proposal**  
(December 10, 2020 APWA GSP, Option B)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

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

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

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

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

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

**1-02.9 Delivery of Proposal**  
(June 17, 2021 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:

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

**DBE Utilization Certification**

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

**DBE Written Confirmation and/or GFE Documentation**

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

**DBE Bid Item Breakdown and DBE Trucking Credit Form**

The DBE Bid Item Breakdown and the DBE Trucking Credit Forms (if applicable) shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders shall submit a completed DBE Bid Item Breakdown and a DBE Trucking Credit Form for each DBE Trucking firm listed on the DBE Utilization Certification, however, minor errors and corrections to DBE Bid Item Breakdown or DBE Trucking Credit Forms will be returned for correction for a period up to five calendar days (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. A DBE Bid Item Breakdown or DBE Trucking Credit Forms that are still incorrect after the correction period will be determined to be non-responsive.

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" (DBE 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 work day on which the normal work processes of the Contracting Agency resume.

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

Delete this section and replace it with the following:

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

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

**1-02.14 Disqualification of Bidders**  
*(May 17, 2018 APWA GSP, Option B)*

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-7 listed in this Section.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

**1. Delinquent State Taxes**

- A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

## 2. **Federal Debarment**

- A. **Criterion:** The Bidder shall not currently be debarred or suspended by the Federal government.
- B. **Documentation:** The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).

## 3. **Subcontractor Responsibility**

- A. **Criterion:** The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

## 4. **Claims Against Retainage and Bonds**

- A. **Criterion:** The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
  - Name of project;
  - The owner and contact information for the owner;
  - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
  - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. **Public Bidding Crime**

- A. **Criterion:** The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

6. **Termination for Cause/Termination for Default**

- A. **Criterion:** The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances.

7. **Lawsuits**

- A. **Criterion:** The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts.

As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets the supplemental criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties

and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above 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 two (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 two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

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

### **1-03.1                Consideration of Bids** *(January 23, 2006 APWA GSP)*

Revise the first paragraph to read:

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

### **1-03.2 Award of Contract**

Section 1-03.2 is supplemented with the following:

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

Award of contract, if awarded, will be made to the lowest responsive, responsible Bidder (based on the lowest GRAND TOTAL price listed in the Bid Proposal) and complies with the requirements of the contract documents. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open. A single award will be made for all Bid Items in the Base Bid Schedule.

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

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 \*\* 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 \*\* 5 \*\* 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:
  - a. Is registered with the Washington State Insurance Commissioner, and
  - b. 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:
  - a. 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
  - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

Supplement Section 1-03.4 with the following:

Release of Contract Bond will be 60 days following the Contract Completion date and Notice of Completion (NOC) being sent to the Washington State Department of Labor and Industries, Washington State Department of Revenue and Washington State Employment Security Department, provided following conditions are met:

1. Payment to the State with respect to taxes imposed pursuant to Title 82, RCW on Contracts totaling more than \$ 35,000, a release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. Washington State Department of Labor and Industries (per Section 1-07.10) shows the Contractor, Subcontractor(s) and any lower tier Subcontractor(s) are current with payments of industrial insurance and medical aid premiums.
5. All claims, as provided by law, filed against the Contract Bond have been resolved.

**1-04 SCOPE OF THE WORK**

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

*(December 10, 2020 APWA GSP)*

Revise the second paragraph to read:

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

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

**1-04.4 Changes**

**1-04.4(1) Minor Changes**

Delete first sentence of the first paragraph of Section 1-04.4(1) and replace with the following:

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

Payments or credits for changes amounting to the amounts listed below or less may be made under the Bid Item "Minor Change": \$25,000.

**1-04.6 Variation in Estimated Quantities**

*(July 23, 2015 APWA GSP, Option B)*

Revise the first paragraph to read:

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of any Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than 10 percent of the total contract price at time of award. In that case, payment for contract work may be adjusted as described herein:

## **1-05 CONTROL OF WORK**

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

Section 1-05.4 is supplemented with the following:

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

The Contractor shall provide all surveys and staking required to complete the project.

The Contractor shall establish all survey controls, both horizontal and vertical, as necessary to assure proper placement of all project elements.

The Contractor shall be responsible for setting and maintaining all alignment stakes, slope stakes, and grades necessary for the construction of the project improvements. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. The Contractor shall provide the Contracting Agency copies of such calculations and staking data when requested by the Engineer.

Any staking requirements for the project that do not fit field conditions will be reviewed, and if necessary, adjusted by the Engineer. Any necessary revision to the staking information will be provided to the Contractor for use in completing the work.

At the Contracting Agency's discretion, it may spot-check the Contractor's surveying. These spot-checks will not change the requirements for normal checking and testing as described elsewhere, and do not relieve the Contractor of the responsibility of producing a finished product that is in accordance with the contract.

All costs incurred in providing survey and staking as necessary for construction of the Work shall be incidental to the project and shall be included by the Contractor in the unit Bid prices in the Contract.

### **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 deleted in its entirety and replaced with the following:

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

**1-05.8 Record Drawings**

**New Section**

The Contractor shall maintain one set of full-size plans for Record Drawings, updated with clear and accurate red-lined field revisions on a daily basis, and within 2 business days after receipt of information that a change in Work has occurred. The Contractor shall not conceal any work until the required information is recorded.

This Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. These Record Drawings shall be kept on site at the Contractor's field office, and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record Drawings to each progress meeting for review.

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

The Record Drawing markups shall document all changes in the Work, both concealed and visible. Items that must be shown on the markups include but are not limited to:

- Actual dimensions, arrangement, and materials used when different than shown in the Plans.
- Changes made by Change Order or Field Order.
- Changes made by the Contractor.
- Accurate locations and extents of log jack spurs. Shall be measured prior to backfilling and reflected on Record Drawings.

#### Making Entries on the Record Drawings:

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
  - Additions - Red
  - Deletions - Green
  - Comments - Blue
  - Dimensions - Graphite
- Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
- Date all entries.
- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as stationing, elevations, materials, etc.).

The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

All costs incurred in providing Record Drawings as necessary for construction of the Work, including survey to locate structures, shall be incidental to the project and shall be included by the Contractor in the unit Bid prices in the Contract.

#### **1-05.9 Equipment**

Section 1-05.9 is supplemented with the following:

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

This project includes a heavy equipment access/stockpiling limit to prevent surcharging of the eroded riverbank as shown on the Plans. This limit may require the use of long-reach excavation and lifting equipment for excavation and placement of the structures. All costs of providing this equipment shall be included in the various unit Bid prices for the work.

If any equipment required for completion of a task listed on the critical path of the schedule, as defined in Section 1-08.3(2)A, should break down, it shall be repaired or replaced with equipment of similar capabilities within two working days. The Contractor shall have no claim for additional payment or for extension of time due to repair or replacement of any equipment.

## **1-05.11 Final Inspection**

Delete this section and replace it with the following:

### **1-05.11 Final Inspections and Operational Testing** *(October 1, 2005 APWA GSP)*

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

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

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

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

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

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

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

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

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

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

**1-05.13 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.

Add the following new section:

**1-05.16 Water and Power** (New Section)  
(October 1, 2005 APWA GSP)

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

Add the following new section:

(\*\*\*\*\*)  
**1-05.17 Oral Agreements** (New Section)

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

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

Add the following new section and subsections:

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

### **1-06.7 Shop Drawings and Submittals**

**New Section**

#### **1-06.7(1) General**

Shop drawing and submittal review by the Owner or Owner's representative will be limited to general design requirements only, and shall not relieve the Contractor from responsibility for errors or omissions or responsibility for consequences due to deviations from the Contract Documents. No changes may be made in any submittal after it has been reviewed except with written notice and approval from the Owner.

The Contractor shall review each submittal and provide approval in writing or by stamping, with a statement indicating that it has reviewed and approved the submittal, verified dimensional information, materials, catalog numbers, and similar data, confirmed that specified criteria has been met, and acknowledges that the product, method, or information will function as intended.

Shop drawing and submittal data for each item shall contain sufficient information on each item to determine if it is in compliance with the contract requirements.

The Owner will provide review services for a first and second review of each submittal item free from charge to the Contractor. The cost to provide additional reviews shall be charged to the Contractor by withholding the appropriate amounts from each progress payment.

Shop drawing and submittal items that have been installed in the work but have not been approved through the review process shall be removed, and an approved product shall be furnished, all at the Contractor's expense. Under no circumstances shall payment be made to the Contractor for materials not approved by the submittal process.

#### **1-06.7(2) Required Information**

Electronic copies of each submittal shall be submitted within 5 working days after contract execution to:

Sandy Cosgrove  
[scosgrove@parametrix.com](mailto:scosgrove@parametrix.com)

Shop drawings and submittals shall be submitted electronically in PDF format and shall contain the following information for all items:

1. Project Name.
2. Contractor.
3. Engineer.
4. Owner.

5. Applicable specification and drawing reference.
6. A stamp showing that the Contractor has checked the material or equipment for conformance with the contract requirements, coordination with other work on the job, and dimensional suitability.
7. A blank space for the Engineer to place a 3-inch by 4-inch review stamp.
8. Material manufacturer or source.
9. Dimensions and weights.
10. Photographs of representative samples for boulders, logs, and slash.
11. Catalog information.
12. Manufacturer's specifications.
13. Special handling instructions.
14. Maintenance requirements.
15. List of contract exceptions, if any.
16. Other information as required by the Engineer.

### **1-06.7(3) Review Schedule**

Shop drawings and submittals will be reviewed as promptly as possible and transmitted to the Contractor no later than 7 working days after receipt by the Engineer. The Contractor shall revise and resubmit previously rejected submittals as necessary to obtain approval. Delays caused by the need for resubmittal may not be a basis for an extension of contract time or delay damages at the discretion of the Contracting Agency. Submittals will be returned to the Contractor in electronic format after review.

### **1-06.7(4) Substitutions**

Any product or construction method that does not meet these specifications will be considered a substitution. Substitutions must be approved prior to installation or use on this project, as specified below.

#### **1-06.7(4)A After Contract Execution**

Within 5 working days after the date of the Notice of Award of Contract, the Contracting Agency will consider formal requests from Contractor for substitution of products in place of those specified. Contractor shall submit request for substitution electronically in PDF format. Data shall include the necessary change in construction methods, including a detailed description of proposed method and related drawings illustrating methods. An itemized comparison of proposed substitution with product or method shall be provided.

In making a request for substitution, Contractor represents that it has personally investigated the proposed product or method and has determined that it is equal or superior to, in all respects, the product specified. All substitutions shall be reviewed and approved by the Contracting Agency prior to incorporation into the project. Upon review and acceptance by the Contracting Agency, Contractor shall coordinate installation of accepted substitutions into the work, making changes that may be required for work to be completed. Contractor waives all claims for additional costs related to substitutions that consequently become apparent.

#### **1-06.7(4)B Equivalent Materials**

Mention of equipment or materials by brand name and/or model number is occasionally made in order to establish a basis of quality for certain items of material, equipment, or processes. Such mention is intended to include products of other manufacturers that will meet the design standards of the product mentioned.

If the Contractor desires to use products other than those specified under this “or approved equivalent” provision, he shall obtain the approval of the Contracting Agency and the Engineer before entering an order therefore. All substitutions or products to be used under the “or approved equivalent” provision shall be reviewed and approved by the Contracting Agency prior to incorporation into the project.

Wherever mention is made of a specific manufacturer, such mentions shall be treated as if the phrase “or approved equivalent” appears thereafter whether or not in fact it does. The terms “or equal” and/or “or approved equivalent” shall be considered synonymous.

Cost of all work under this section shall be included in the lump sum contract bid item of “Mobilization”.

### **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.

*(May 13, 2020 WSDOT GSP, Option 4)*

Section 1-07.1 is supplemented with the following:

### **COVID-19 Health and Safety Plan**

In response to COVID-19, the Contractor shall prepare a project specific COVID-19 health and safety plan (CHSP) in conformance with Section 1-07.4(2) as supplemented in these specifications, COVID-19 Health and Safety Plan (CHSP).

### **1-07.2 State Taxes**

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

#### **1-07.2 State Sales Tax**

*(June 27, 2011 APWA GSP)*

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

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

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

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

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes

storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

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

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

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

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

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

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

### **1-07.4 Sanitation**

#### **1-07.4(2) Health Hazards**

Section 1-07.4 is supplemented with the following:

*(May 13, 2020 WSDOT GSP, Option 2)*

#### **COVID-19 Health and Safety Plan (CHSP)**

The Contractor shall prepare a project specific COVID-19 health and safety plan (CHSP). The CHSP shall be prepared and submitted as a Type 2 Working Drawing prior to beginning physical Work. The CHSP shall be based on the most current State and Federal requirements. If the State or Federal requirements are revised, the CHSP shall be updated as necessary to conform to the current requirements.

The Contractor shall update and resubmit the CHSP as the work progresses and new activities appear on the look ahead schedule required under Section 1- 08.3(2)D. If the conditions change on the project, or a particular activity, the Contractor shall update and resubmit the CHSP. Work on any activity shall cease if conditions prevent full compliance with the CHSP.

The CHSP shall address the health and safety of all people associated with the project including Contracting Agency workers in the field, Contractor personnel, consultants, project staff, subcontractors, suppliers and anyone on the project site, staging areas, or yards.

#### **COVID-19 Health and Safety Plan (CHSP) Inspection**

The Contractor shall grant full and unrestricted access to the Engineer for CHSP Inspections. The Engineer (or designee) will conduct periodic compliance inspections on the project site, staging areas, or yards to verify that any ongoing work activity is following the CHSP plan. If the Engineer becomes aware of a noncompliance incident either through a site inspection or other means, the Contractor will be notified immediately (within 1 hour). The Contractor shall immediately remedy the noncompliance incident or suspend all or part of the associated work activity. The Contractor shall satisfy the Engineer that the noncompliance incident has been corrected before the suspension will end.

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

Section 1-07.5 is supplemented with the following:

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

The Contractor shall submit a written notification to the Engineer no later than 10 calendar days prior to beginning any ground disturbing activities on the site. If notified that cultural resources monitoring is required, the Contractor shall not commence any such ground disturbing activities until the monitor is present.

No work on this project is allowed below the OHWM of the Satsop River. No work shall be performed within 5 feet of the existing top of bank of the Satsop River, with the exception of high visibility and/or silt fencing where shown on the Plans.

*(August 3, 2009 WSDOT GSP, Option 2)*

#### **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(2) State Department of Fish and Wildlife**

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

*(April 2, 2018 WSDOT GSP, Option 1)*

The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the Washington State Department of Fish and Wildlife. Throughout the work, the Contractor shall comply with the following requirements:

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

1. No work shall occur below the OHWM of the Satsop River.
- 2.

*(April 2, 2018 WSDOT GSP, Option 2)*

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

## **1-07.6 Permits and Licenses**

Section 1-07.6 is supplemented with the following:

*(January 2, 2018 WSDOT GSP, Option 1)*

The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. Copies of these permits, including a copy of the Transfer of Coverage form, when applicable, are required to be onsite at all times.

Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, direct communication with the Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring additional approvals (e.g. Request for Chemical Treatment Form). The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

<b>NAME OF DOCUMENT</b>	<b>PERMITTING AGENCY</b>	<b>PERMIT REFERENCE NO.</b>
Department of the Army Section 10 Individual Permit – No Permit Required Letter	Corps of Engineers Seattle District	NWS-2021-0761
NPDES Construction Stormwater General Permit	Department of Ecology	To be Determined
Hydraulic Project Approval	Department of Fish & Wildlife	25945
Shoreline Permit, Variance, or Exemption	Grays Harbor County	2021-1542
Critical Area Ordinance Permit	Grays Harbor County	2021-1543

## **1-07.9 Wages**

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

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

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

The State rates incorporated in this contract are applicable to all construction activities associated with this contract.

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

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

Section 1-07.16(1) is supplemented with the following:

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

This project is located on an unstable riverbank subject to high rates of natural erosion at various flows of the Satsop River. The project has been designed to preserve and protect the existing riverbank to the extents possible, including a heavy equipment access/stockpiling limit to prevent surcharging of the eroded riverbank as shown on the Plans.

The Contractor shall exercise extreme caution when working near the existing bank to prevent bank failures and early deployment or engagement of self-deploying ballasted log structures. Any such failures caused by the Contractor's negligence in this regard may constitute violation(s) of one or more permits listed in Section 1-07.6, and the Contractor shall be responsible for all costs and corrective actions associated therewith. The Contractor shall not be responsible for bank failures or the deployment or engagement of ballasted log structures caused by natural erosion of the riverbank. If corrective actions are necessary for permit compliance related to failures caused by natural erosion, the Engineer will adjust payment for Work or time by an equitable adjustment in accordance with Section 1-09.4.

This project is located on privately-owned, actively farmed agricultural lands. The Contractor shall limit disturbance of farm fields to the minimum possible area necessary to construct the project. Activities that will negatively impact future planting and plowing of agricultural fields, such as placement of aggregate or other obstructions, are prohibited except where shown on the Plans.

The northerly portion of the project site (approximately STA 2+50 to STA 9+00) is near an active pumpkin farm. Agra tourism activities occur on this site through October 31. The Contractor shall avoid activities that hinder access or interfere with the operation of the pumpkin patch through October 31, 2021.

There is a private airstrip located adjacent to the project site, as shown on the Plans. The Contractor shall not operate any vehicles or equipment on the runway portion of the airstrip at any time. No unattended vehicles or equipment shall be staged or parked at the easterly end of the airstrip runway (approximately STA 10+50 to STA 11+50). Work in the vicinity of the easterly end of the runway shall be coordinated with Scott Chapman of Chapman Farms, (360) 581-4177, a minimum of two working days in advance. Little to no traffic is expected at the air strip after October 31, 2021.

Asphalt concrete pavement or bituminous surfacing outside the project area that is disturbed by the work shall be restored to its original condition. Asphalt pavement restoration shall comply with the provisions of Section 5-04 (Hot Mix Asphalt) of the Standard Specifications.

All other surfaces, mailboxes, fences, signs, etc., disturbed by the project shall be promptly replaced or relocated to original or better than condition.

#### **1-07.16(4) Archaeological and Historical Objects**

Section 1-07.16(4) is supplemented with the following:

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

The project area potentially contains archaeological or historical objects that may have significance from a historical or scientific standpoint. To protect these objects from damage or destruction, the Contracting Agency, at its discretion and expense, may monitor the Contractor's operations, conduct various site testing and perform recovery and removal of such objects when necessary.

If archaeological or historic objects are encountered, the Inadvertent Discovery Plan shall be implemented.

The Contractor may be required to conduct its operations in a manner that will accommodate such activities, including the reserving of portions of the work area for site testing, exploratory operations and recovery and removal of such objects as directed by the Engineer. If such activities are performed by consultants retained by the Contracting Agency, the Contractor shall provide them adequate access to the project site.

Added work necessary to uncover, fence, dewater, or otherwise protect or assist in such testing, exploratory operations and salvaging of the objects as ordered by the Engineer shall be paid by force account as provided in Section 1-09.6. If the discovery and salvaging activities require the Engineer to suspend the Contractor's work, any adjustment in time will be determined by the Engineer pursuant to Section 1-08.8.

#### **1-07.16(5) Inadvertent Discovery of Human Skeletal Remains**

Section 1-07.16(5) is supplemented with the following:

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

If human skeletal remains are encountered, the Inadvertent Discovery Plan shall be implemented.

#### **1-07.16(5) Payment**

Section 1-07.16(5) is deleted and replaced with the following:

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

Payment will be made for the following bid items:

“Property Restoration”, per lump sum.

The lump sum contract price for “Property Restoration” shall include all costs to protect the existing riverbank during construction activities, coordinate and facilitate adjacent uses of private property, and restore all areas disturbed by construction activities. Work including, but not limited to, area preparation plantings, topsoil placement, fences, off-site pavement restoration, and all work to restore the disturbed areas to existing or better conditions. Any disturbed areas beyond the limits of work as directed by the Engineer shall be restored at the Contractor's expense.

Costs for removing and restoring temporary access roads and staging areas shall be included in the lump sum Bid item for Temporary Construction Access and Staging.

Costs for Seeding and Fertilizing shall be included in the unit Bid item for Seeding and Fertilizing.

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

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

### **1-07.18 Insurance** (January 4, 2016 APWA GSP)

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

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

- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

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

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

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- \*\*\* Parametrix, Inc. \*\*\*
- \*\*\* Northwest Hydraulic Consultants, Inc. \*\*\*
- \*\*\* Individual Landowners? (list each landowner if requested by GHCD) \*\*\*

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

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

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

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

Such policy must provide the following minimum limits:

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

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

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

Such policy must provide the following minimum limit:

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

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

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

#### **1-07.24 Rights of Way**

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

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

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

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

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

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

## **1-08 PROSECUTION AND PROGRESS**

Add the following new section:

**1-08.0 Preliminary Matters** **(New Section)**  
*(May 25, 2006 APWA GSP)*

Add the following new section:

**1-08.0(1) Preconstruction Conference** **(New Section)**  
*(October 10, 2008 APWA GSP)*

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

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To 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 conference 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) Construction Meetings**

**(New Section)**

The Contractor, and its duly appointed superintendent, shall attend a weekly construction meeting at a location and time to be determined by the Contracting Agency.

**1-08.3 Progress Schedule**

**1-08.3(2) Progress Schedule Types**

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

Revise this section to read:

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

The Contractor shall submit a Progress Schedule electronically in native software and PDF formats no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Progress Schedule and approve or return the schedule for corrections within 7 calendar days of receiving the submittal.

Critical milestones that shall be included in the Type A Progress Schedule shall be:

Notice to Proceed (NTP) (Est.):	11/2/2021
Availability of Staging Area (Est.):	11/2/2021
Availability of Shoreline Setback Area (Est.):	11/25/2021

The Type A Progress schedule shall specifically address the following elements:

1. Submittal review and material procurement times.
2. Mobilization.
3. Establishment of staging area and related Erosion and Water Pollution Control.
4. Assembly of ballasted log structures in the staging area.
5. Establishment of Temporary Access Roads in the Shoreline Setback Area Erosion and Water Pollution Control.
6. Identify sequencing of excavations and ballasted log structure placement.
7. Removal and restoration of Temporary Access Roads.
8. Anticipated Substantial Completion date.

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

Delete the first paragraph of Section 1-08.4 and replace with the following:

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

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 commence work, including submittal preparation and material procurement, on the first working day following Notice to Proceed, unless otherwise approved in writing. The Contractor shall diligently pursue the Work to the Physical Completion Date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the Work within the time(s) specified in the Contract. Work shall not proceed in the Staging Area until Cultural Resources Consultation in accordance with Executive order 21-02 has been completed. Work shall not proceed in the Shoreline Setback Area until the Department of Ecology has approved the Shoreline Substantial Development Permit. The anticipated dates for these events are listed in Section 1-08.3(2)A. The Contracting Agency will inform the Contractor of any changes to these anticipated dates. If these events occur later than the anticipated dates listed in Section 1-08.3(2)A, an adjustment to Contract time will be made in accordance with Section 1-08.8. If these events occur earlier than the anticipated dates, no adjustment to Contract time will be made.

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

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

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract.

The following documents must be received by the Project Engineer prior to establishing a completion date:

- a. Certified Payrolls (per Section 1-07.9(5)).
- b. Material Acceptance Certification Documents
- c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
- d. Final Contract Voucher Certification
- e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
- f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
- g. Property owner releases per Section 1-07.24

#### **1-08.7 Maintenance During Suspension**

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

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

Before and during any suspension (as described in Section 1-08.6) the Contractor shall protect the Work from damage or deterioration. Suspension shall not relieve the Contractor from anything the Contract requires unless this section states otherwise. All costs associated with protecting and maintaining such Work shall be the responsibility of the Contractor.

The Contractor shall not be responsible for bank failures or the deployment or engagement of ballasted log structures caused by natural erosion of the riverbank. If corrective actions are necessary for permit compliance related to failures caused by natural erosion, the Engineer will adjust payment for Work or time by an equitable adjustment in accordance with Section 1-09.4.

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

Delete the second and third paragraphs and replace them with the following:

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

Because the Contracting Agency finds it impractical to calculate the actual cost of delays, it has established liquidated damages of \$1,000.00 per working day for this project for failure to complete the physical Work of the Contract on time.

Accordingly, the Contractor agrees:

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

Revise the fourth paragraph to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

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

### **1-09.9 Payments**

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 or when the bid price for the lump sum item is less than \$20,000. 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. 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.

**1-09.13 Claims Resolution**

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

**1-09.13(3)A Administration of Arbitration**  
(November 30, 2018 APWA GSP)

Revise the third paragraph to read:

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

**1-10 TEMPORARY TRAFFIC CONTROL**

**1-10.2 Traffic Control Management**

**1-10.2(1) General**

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

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

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

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

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

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

The Contractor shall be responsible for developing an approved Traffic Control Plan consistent with the MUTCD. The Traffic Control Plan may consist of approved WSDOT Standard Plans where applicable. Traffic Control Plans shall be submitted to the Contracting Agency for review.

**1-10.5 Payment**

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

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

Traffic control, including development of Traffic Control Plans, temporary construction signage, supervision, and flagging if required shall be considered incidental to the project and included within the unit Bid prices in the Contract.

**END OF DIVISION 1**

**DIVISION 2**  
**EARTHWORK**

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

**2-01.1 Description**

Section 2-01.1 is supplemented with the following:

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

**Clearing**

Clearing consists of the removal and satisfactory disposal of all aboveground and belowground trees, downed timber, snags, slash, brush, garbage, trash, debris, fencing, and other items occurring in the designated areas to be cleared.

**Grubbing**

Grubbing consists of the removal and satisfactory disposal of all stumps, roots, and matted roots from the designated grubbing areas. Grubbing also includes filling of holes from the grubbing operation.

Clearing and grubbing shall be conducted to the minimum degree necessary to construct the project.

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

Section 2-01.2(2) is supplemented with the following:

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

No waste site has been provided for the disposal of excess material. All material removed by clearing and grubbing operations and any unused portions of logs (log trimmings) or slash shall be disposed of by the Contractor at a legal disposal site obtained by the Contractor. All fees shall be borne by the Contractor.

**2-01.3 Construction Requirements**

Section 2-01.3 is supplemented with the following:

The Contractor shall exercise care during clearing and grubbing activities to ensure that the clearing and grubbing activities do not damage the root systems of the existing vegetation designated to be saved. The Contractor's operations shall be conducted so vehicles and equipment do not operate, haul, park, or perform other activity within the OHWM boundary area as identified in the Plans.

**2-01.3(2) Grubbing**

Section 2-01.3(2) is supplemented with the following:

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

Grubbing shall be accomplished within the limits shown on the Plan Drawings. Existing vegetative material 12 inches in height or less, and less than 4-inch caliper at the base of the

plant, may remain in place. All holes caused by grubbing operations shall be filled with clean native material. This material shall be placed in 10-inch layers to the elevation of the adjacent ground surface and each layer compacted to a density at least equal to that of the adjoining undisturbed material.

Add the following new subsection:

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

**2-01.3(6) Sequencing**

**(New Section)**

Clearing and grubbing work shall be completed to the minimum extents necessary to construct the project, and no further than the OHWM. If regrowth of vegetation occurs after clearing and grubbing and before placement of log structures, the Contractor will be required to clear and grub again prior to log structure placement.

Add the following new subsection:

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

**2-01.3(7) Temporary Construction Access and Staging**

**(New Section)**

The Contractor is responsible for developing temporary construction access and staging areas to facilitate the construction of the project in accordance with the Project Plans, these Special Provisions and all permit requirements.

Construction access will occur on an existing farm access road and temporary access roads constructed over agricultural fields. Site soils generally consist of Chehalis Silty Loam, which is expected to be highly moisture sensitive. Construction of this project is expected to extend into the rainy season. Access throughout the project is limited to those areas indicated on the Plans, and the Contractor shall field review all access routes prior to submitting the Roadside Work Plan in accordance with Section 8-02.3(2)A.

The Contractor shall be responsible for constructing, maintaining, and removing the minimum access roads necessary to complete the work. Access roads shall be constructed on the existing ground surface with no excavation. The Contractor shall submit proposed materials of construction for temporary access roads including, but not limited to, geotextile, hog fuel, timber mats, other non-aggregate materials, native alluvium, or a combination thereof. Any access constructed using hog fuel or other fill material shall be underlain with geotextile fabric. **Due to the agricultural nature of the site, no aggregate materials shall be used in temporary access roads without specific written approval from the landowner.** The proposed access road materials and design shall be submitted for review in an Roadside Work Plan.

The Contractor shall be responsible for maintaining vehicle and equipment access in a passable condition for the duration necessary to complete the work. During the course of construction, the Contractor shall periodically inspect and maintain temporary access roads in sound condition, free of excavated or spilled material, mud, and construction materials. Breaks, potholes, rutting greater than 6 inches, low areas that collect standing water, migration of materials away from road, and other deficiencies shall be repaired.

When work requiring temporary access is complete, the temporary access roads shall be entirely removed from the site. Upon removal of temporary access roads, the Contractor shall restore the ground surface to its original condition. The Contractor shall remove all materials used for temporary access road construction and dispose of them at a suitable off-site location. The top 6 inches of the ground surface under the access roads, staging, and stockpile areas shall be scarified so that seeds and plantings can root. The Contractor shall fill any low spots created by vehicular traffic at no additional cost to the Contracting Agency, leaving the project in a clean condition and soils fully stabilized using erosion control measures. Quarry spalls and/or imported crushed gravel shall be entirely removed from the Staging Area site.

Temporary access and staging shall include and is not limited to the following items:

1. Maintenance actions along the existing Willis Farm access road from Brady Loop Road to the Staging Area as required to ensure safe passage of all equipment, vehicles, and local traffic for the entire duration of the project.
2. Installing stabilized access from the Willis Farm access road to the Staging Area as specified in the Project Plans, or as otherwise proposed under a formal submittal to the Engineer.
3. Staging and fueling equipment only at the Staging Area. The Contractor shall submit a specific fueling area within the Staging Area for review.
4. Minimizing disturbance to existing vegetation, soil and drainage ways outside of the clearing limits.
5. Limiting clearing to the minimum needed to access and stage for construction activities.
6. Installing Best Management Practices (BMPs) as necessary or as required by permit documents that include are but are not limited to: stabilized access roads, wood chip mulch, etc.
7. Installing temporary access roads. Limit the number of temporary access roads and travel paths to those shown on the Plans or otherwise approved in the Access Plan to lessen soil disturbance, compaction, and impacts to agricultural fields.
8. Not building temporary roads where grade, soil, or other features suggest a likelihood of excessive erosion or failure.
9. Not disturbing any ground or vegetation outside of the clearing limits unless approved by the Engineer or Owner.
10. Protecting and preserving all existing native vegetation including trees, shrubs, and other objects outside of the limits of the staging areas and access paths.
11. Not constructing new permanent roads.
12. Keeping the premises clean, free of excess soils, and other materials, including refuse and debris, resulting from work throughout the operation for all phases of construction.
13. Removing and restoring temporary onsite access roads.

## **2-01.4 Measurement**

Section 2-01.4 is supplemented with the following:

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

No unit of measurement shall apply to the lump sum unit Contract price for “Temporary Construction Access and Staging”.

## **2-01.5 Payment**

Section 2-01.5 is supplemented with the following:

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

“Clearing and Grubbing”, per lump sum.

Payment will be made for clearing and grubbing at the contract lump sum for “Clearing and Grubbing”. This price shall constitute full compensation for all equipment, labor, materials, and incidentals necessary to complete the work specified herein. Payment for refilling of holes resulting from grubbing will be included in the contract lump sum for clearing and grubbing. No separate or direct payment will be made for stockpiling. All costs in connection therewith will be considered as a subsidiary obligation of the Contractor. If regrowth of vegetation or trees occurs after clearing and grubbing and before placement of log structures, and the Contractor is required to clear and grub again prior to log structure placement, no payment will be made for this additional clearing and grubbing.

“Temporary Construction Access and Staging”, per lump sum.

The per lump sum unit Contract price for “Temporary Construction Access and Staging”, shall constitute full payment for all materials, labor, and equipment necessary to construct, stabilize, maintain, remove, and decompact the staging area and temporary access roads on the project site, including Access Plan, any directed maintenance actions,.

Installation, maintenance, and materials procurement for BMPs to control erosion and water shall be performed and paid under the lump sum unit Contract price for “Erosion/Water Pollution Control” as described in Section 8-01.4.

## **2-04 HAUL**

### **2-04.1 Description**

Add the following new subsection:

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

#### **2-04.1(1) Hauling on Other Than State Highways (New Section)**

The Contractor shall, at the Contractor’s expense, make all arrangements for the use and cleaning, if necessary, of any and all offsite haul routes.

## **2-04.5 Payment**

Section 2-04.5 is supplemented with the following:

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

All costs associated with hauling materials of any description to, from, and within the project site shall be considered incidental and shall be included in the appropriate unit bid prices in the Proposal and no further compensation will be paid.

## **2-09 STRUCTURE EXCAVATION**

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

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

Section 2-09.3(1)D is deleted and replaced with the following:

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

The Contractor shall dispose of all excavated native material on the site. Excavated native material shall be used as backfill for the ballasted wood structures indicated on the Plans. Excess native material displaced by the ballasted wood structures shall be spread evenly over the excavated areas and graded to drain.

All costs for disposing of excavated material within the project limits shall be included in the various unit Contract prices for Excavation, Grading, Backfill, and Compaction.

All materials imported to the site for construction of temporary access roads and staging areas shall be removed from the site and disposed of at a suitable off-site location. All costs for off-site disposal of imported materials shall be included in the unit Contract price for "Temporary Construction Access and Staging."

#### **2-09.3(1)E Backfilling**

Section 2-09.3(1)E is deleted and replaced with the following:

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

The backfilling of openings dug for Structures shall be a necessary part of and incidental to the excavation. Unless the Engineer directs otherwise, backfill material shall be excavated native material containing no frozen lumps and no wood or other foreign material. Backfill with care around log structures to prevent damage to the structures and to fill voids in and between the structures to minimize surface subsidence.

**Stockpiling** – The Engineer may require the Contractor to selectively remove and stockpile any usable material excavated for a Structure. If the Contractor stockpiles excavated material for use as backfill, it shall be protected with plastic sheeting or by some other method from contamination and weather damage. All stockpiles shall be removed at the completion of each workday. All costs for storing, protecting, rehandling, and placing stockpiled material shall be included in the various unit Contract prices for Excavation, Grading, Backfill, and Compaction.

**Compaction** – Backfill from Structure excavation shall be placed and compacted in keeping with the following requirements: Structure excavation backfill shall be placed in layers no more than 2 feet thick (loose), with each layer tamped. The surface shall be graded to drain and mounded such that final settling will leave the backfill above or flush with surrounding ground. If water prevents the Contractor from properly placing and compacting backfill, it shall be removed by pumping or other means. All costs not defined in this section that relate to providing, placing, and compacting backfill shall be at the Contractor's expense

### **2-09.3(3) Construction Requirements, Structure Excavation, Class A**

### **2-09.3(3)D Shoring and Cofferdams**

Section 2-09.3(3)D is supplemented with the following:

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

Providing "Shoring or Extra Excavation Class B" and all aspects involved therein shall be the sole responsibility of the Contractor. All excavation shall comply with Chapter 296-155 WAC and Chapter 49.17 RCW of the Washington Safety and Health Act.

### **2-09.4 Measurement**

Delete the 11th, 12th, and 13th paragraphs of Section 2-09.4 and replace with the following:

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

**Shoring or Extra Excavation:** No specific unit of measurement shall apply to the lump sum item "Shoring or Extra Excavation Class B."

### **2-09.5 Payment**

Delete the text of Section 2-09.5 and replace with the following:

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

Payment will be made in accordance with Section 1-04.1, Payments to Contractor, for the following bid items:

"Excavation, Grading, Backfill, and Compaction for Log Jack Spur," per cubic yard

The unit Contract price per cubic yard for "Excavation, Grading, Backfill, and Compaction for Log Jack Spur" shall be full pay for all earthwork, including excavation, grading, backfill, and compaction; and other Work required, for the pits required to place the log jack spurs as shown in the Plans.

"Excavation, Grading, Backfill, and Compaction for Log Structure Installation," per cubic yard

The unit Contract price per cubic yard for "Excavation, Grading, Backfill, and Compaction for Log Structure" shall be full pay for all earthwork, including excavation, grading, backfill, and compaction; and other Work required, for the linear trenches required to place the continuous log rows and individual log jacks as shown in the Plans.

“Shoring or Extra Excavation Class B”, per lump sum.

The lump sum price shall be full payment for all excavation safety measures, including but not limited to extra excavation, sheeting, shoring, coffer dams, or caissons required for all trench and structure excavations.

**END OF DIVISION 2**

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## DIVISION 8

### MISCELLANEOUS CONSTRUCTION

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

##### 8-01.1 Description

Section 8-01.1 is supplemented with the following:

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

The Contractor shall install and maintain all temporary and permanent erosion control measures and Best Management Practices (BMPs) in accordance with the Bid Documents, Plans, Standard Specifications, Permit Conditions and as directed by the Engineer. Such measures shall include, but are not necessarily limited to:

1. Erosion and water pollution control for stockpiled materials.
2. Straw bale check dams.
3. Straw wattles.
4. Maintenance of Temporary construction entrance/exit.
5. Reinforced silt fencing.
6. Disposal of sediments, clearing, and grubbing materials.
7. Maintenance of BMPs including in the event of emergencies and as weather and field conditions dictate; and also including installation of additional BMPs which may become required as field and weather conditions evolve.
8. (CESCL) Certified Erosion and Sediment Control Lead per Section 8-01 of the Standard Specifications.
9. All materials, tools, and equipment necessary to meet these requirements.

##### **Site Specific BMPs and TESC Plan**

The Contractor shall submit their own Temporary Erosion/Water Pollution Control Plan to the Engineer for review and approval prior to the commencing with clearing and grubbing activities. The Contractor shall develop the project specific TESC Plan utilizing the BMPs described in the latest DOE Manual.

All costs associated with preparing, implementing, and maintaining compliance with the TESC plan shall be considered incidental to and included in the lump sum bid item "Erosion/Water Pollution Control".

##### 8-01.3 Construction Requirements

Section 8-01.3 is supplemented with the following:

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

The Contractor shall install and maintain all temporary erosion control measures and Best Management Practices (BMPs) in accordance with the Contract Provisions.

Erosion, pollution, and sedimentation control measures shall be inspected and maintained in a satisfactory and working condition until such time that construction is complete.

The Contractor shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by site erosion, siltation, runoff, or other related items during the construction of the project. The Contractor shall also bear sole responsibility for any pollution of rivers, streams, groundwater, or other water that may occur as a result of construction operations.

Any area not covered with established, stable vegetation where no further work is anticipated for a period of 15 days shall be immediately stabilized with the approved erosion and sedimentation control methods (e.g., seeding and mulching, straw). Where seeding for temporary erosion control is required, fast germinating grasses shall be applied at an appropriate rate (e.g., perennial rye applied at approximately 80 pounds per acre).

**8-01.3(2) Seeding, Fertilizing, and Mulching**

**8-01.3(2)A Preparation for Application**

Section 8-01.3(2)A is supplemented with the following:

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

Unwanted vegetation in any area to be seeded shall be controlled according to the requirements of Section 8-02.3(2)B prior to seeding.

Areas requiring seeding which become compacted due to construction use, such as staging areas and access roads, shall be loosened and cultivated to a minimum depth of 12 inches prior to seeding operations.

No cultivation shall occur below the OHWM of the Satsop River.

**8-01.3(2)B Seeding and Fertilizing**

Section 8-01.3(2)B is supplemented with the following:

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

**Erosion Control Seed**

Seed of the following composition, proportion, and quality shall be applied at a rate of 80 pounds per acres on areas requiring seeding, fertilizing, and mulching:

<u>Kind and Variety of Seed in Mixture</u>	<u>Pounds of Pure Live Seed Per Acre</u>
Perennial Rye ( <i>Lolium perenne</i> )	60.0
Red fescue ( <i>Festuca rubra</i> ssp. <i>Rubra</i> )	17.0
White Dutch Clover ( <i>Trifolium repens</i> ) (pre-inoculated)	<u>3.0</u>
Total:	80.0

Fertilizer for seeding, fertilizing, and mulching shall consist of processed granulated organic substances. Organic substances for primary plant nutrients may be comprised of fungal and/or bacterial biomass, vegetatively derived nutrients, or composted animal byproducts. No animal or human waste product-based materials will be accepted.

Fertilizer shall contain the following:

Organic substances	50%
Total carbon/nitrogen ration	≥4:1
Total nitrogen	≥12%
Water soluble nitrogen	≤0.10%
Available phosphorous as P <sub>2</sub> O <sub>2</sub>	4%
Soluble potash as K <sub>2</sub> O	8%
Calcium	2%

Fertilizer shall be applied at the manufacturer's recommended rate for seeded areas.

The fertilizer formulation and application rate shall be approved by the engineer based on the manufacturer's guaranteed statement of analysis and recommended application rates before use.

### **8-01.3(9) Sediment Control Barriers**

#### **8-01.3(9)A Fencing**

Section 8-01.3(9)A is supplemented with the following:

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

Silt fencing will be required as shown on the plans along the clearing and grubbing limits and additional locations depending on the Contractors construction methods and TESC Plan.

Installed temporary reinforced silt fencing shall prevent soils, silts, and sediment laden runoff from going beneath, through or over the top of silt fence. Damaged or otherwise improperly functioning silt fence shall be repaired or replaced by the Contractor.

Sediment deposits shall be removed as directed by the Engineer or when deposits reach one-half the height of a silt fence.

Silt fencing shall be installed where shown on the Contract Drawings. Where it is determined by the Engineer that other erosions control methods including but not limited to Straw Mulch, Check Dams, Wattles, or covering bare soils along the construction entrance is not sufficient a silt fence may be required.

The Silt Fencing shall remain in place until the entire site has been stabilized.

### **8-01.4 Measurement**

Section 8-01.4 is supplemented with the following:

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

No specific unit of measurement shall apply to the bid item "Erosion/Water Pollution Control", lump sum.

## **8-01.5 Payment**

Section 8-01.5 is supplemented with the following:

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

The lump sum contract price for “Erosion/Water Pollution Control” shall be full compensation for all labor, materials, and equipment necessary to meet the project-specific TESC Plan requirements of the Standard Specifications, DOE Manual, and compliance with the NPDES Construction Permit requirements.

“Erosion/Water Pollution Control”, lump sum.

Items not included in the lump sum price for “Erosion/Water Pollution Control” include “Seeding and Fertilizing”, “Silt Fence”, “Stabilized Construction Entrance”, “Wattle”, and “High Visibility Fence”. These items shall be measured and paid for on a unit price basis as outlined in Sections 8-01.4, 8-01.5, 8-02.4, and 8-02.5 of the Standard Specifications.

## **8-02 ROADSIDE RESTORATION**

### **8-02.1 Description**

Supplement Section 8-02.1 with the following:

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

All disturbed areas shall be restored with seeding, fertilizer, and mulch as specified in Section 8-01.

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

#### **8-02.3(2)A Roadside Work Plan**

Section 8-02.3(2)A is supplemented with the following:

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

The Contractor shall include the additional following items in a separate section of the Roadside Work Plan:

1. Order and timing of work.
2. Access routes to construction areas.
3. Equipment to be used to accomplish the work.
4. Locations of staging areas.
5. Special techniques to minimize soil displacement and compaction by construction activities.
- 6.. Contingency timing of construction if it becomes necessary to wait for proper site conditions to perform the required work.

### **8-02.3(3) Weed and Pest Control**

Section 8-02.3(3) is supplemented with the following:

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

#### **Unwanted Vegetation**

The Contractor shall identify all target weeds, specific to the site, to be controlled in the Weed and Pest Control Plan in accordance with Section 8 02.3(2)B.

The site may include invasive and competitive vegetation, as determined by the Engineer, which shall be controlled as ordered by the Engineer. All noxious weeds on the Grays Harbor County Noxious Weed List shall be controlled using the above methods.

If Japanese knotweed is encountered within the project limits, it shall be chemically treated with an approved herbicide. Chemical treatment shall be applied in late summer or early fall, unless the entire project construction working days fall outside of this time period. The Contractor shall cut the dead stems to the ground, bag the debris, and dispose of the debris in accordance with local noxious weed requirements.

The existing erosion control grasses shall not be removed except for spot-treatment as indicated in Section 8 02.3(3).

In areas where the Contractor's activities have compromised the erosion control functions of the existing grasses, the Contractor shall over seed at no additional cost to the Contracting Agency.

When directed by the Engineer, the Contractor shall eliminate weeds within grass and vegetation areas by hand removal or spot treatment with herbicides. The Contractor shall remove weed debris from within the project limits.

Add the following new section and subsections:

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

### **8-19 Wood Structures**

**New Section**

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

This work shall consist of furnishing materials including ballast boulders, wood, and connecting hardware; and placing and installing proposed wood structures, including Ballasted Log Jacks and Continuous Log Row, as specified on the Contract Drawings, or as directed by the engineer.

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

The Contractor shall submit the source of materials to the Engineer for approval at least 10 working days prior to use.

### **8-19.2(1) Member Logs**

Wood species shall be harvested no more than six months prior to use and shall consist of Douglas Fir or Western Red Cedar trunks or trunks with rootwads unless otherwise specified. No dimensional beams or timbers, Red Alder, or other deciduous tree species shall be used for wood structures.

Minimum log diameters and lengths for each log type are provided in the structure schedules on the Contract Drawings. Log types include A, R and W.

Root wads shall be cleaned of soil, but root structure shall be retained intact. Limbs shall be trimmed to no more than 18 inches in length from stem.

### **8-19.2(3) Slash**

Slash is composed of trees, limbs, roots, brush and tops imported or generated during site clearing activities. It shall be free from soil that would cause turbidity when placed in the water. It shall be composed of various sizes less than 6 inches in diameter with no more than 20 percent smaller than ½ inch. It shall also be free of noxious weeds per the Washington State Noxious Weed Lists and Monitor List (<http://www.nwcb.wa.gov>).

### **8-19.2(4) Ballast Boulders**

Ballast boulders shall meet the requirements of 9-13.4 Rock for Erosion and Scour Protection and 9 13.4(1) Suitable Shape for Rock for Erosion and Scour Protection, except the gradation requirement is waived, and boulders may also be rounded in addition to angular or sub angular. Ballast boulders for Ballasted Log Jacks must weigh between 9 to 11 tons each, composed of limestone, granite or similar type approved by the engineer. Ballast boulders for Continuous Log Rows must weigh between 4 to 5 tons each, composed of limestone, granite or similar type approved by the engineer. Field verification of weight determined by the formula  $W = 0.85(Md)^3$  where  $W$ =weight (lbs),  $M$ =stone density(pcf) from submitted test reports, and  $d$ = intermediate axis diameter (ft) of the boulder. All ballast boulders should be drilled with a hole large enough to accommodate the required chain or all thread, unless noted otherwise. The mass of rock around the hole should be strong enough to use for lifting using a chain anchor.

### **8-19.2(5) Connections**

#### **Wire Rope and Connecting Hardware**

Wire Rope shall be galvanized, 5/8 inch, fiber core wire rope, Class 6 by 19 with a breaking strength equal to or greater than 16.7 tons. Steel grade shall be Extra Improved Plow Steel (EIP). Wire rope shall be secured using wire rope clips as shown in the Contract Drawings and consistent with manufacturer recommendations, or as directed by the Engineer. Screw eyes shall be drop forged steel, 3/4-inch diameter, 8-inch long, minimum of 4-inch thread, with shoulder, and of sufficient eye diameter to easily pass the wire rope. Wire rope clips and thimbles shall be sized to fit the corresponding wire rope, and wire rope clips shall be drop-forged galvanized steel of single (U-bolt) or double saddle clip. Wire rope terminations shall be mechanically crimped sleeves or approved equivalent. Terminations are not structural elements but shall resist a minimum of 500 pounds of force and must cover cut cable end completely.

### **Chain and Connecting Hardware**

Chain shall be ½-inch diameter, grade 43 welded long-link chain conforming to NACM or ASTM A413 with a natural finish that will pass a ¾" threaded rod.

### **All-Thread and Connecting Hardware**

All-thread shall be 1 ¼-inch diameter for log-to-log connections. All-thread rod shall be ¾ for chain connections. Material shall be ASTM A193 Grade B7 All-Thread Rod meeting ASME B18.31.2, plain finish. Nuts shall be ASTM A194 Grade 2H Heavy Hex, plain finish. Washers shall be 4-inch-square, minimum 1/4-inch plate thickness, Grade A36, plain finish.

### **8-19.2(6) Backfill**

Backfill shall come from onsite sources and adhere to Section 9-03.14(3) Common Borrow of the Standard Specifications unless otherwise specified in the Contract Drawings.

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

All work shall be accomplished in accordance with the requirements of the Washington State Department of Fish and Wildlife HPA and other relevant permits which are attached elsewhere to these contract provisions. Logs, boulders and hardware shall be approved on site by the Engineer prior to installation.

### **Ballasted Log Jacks**

Log Jacks shall be constructed as shown in the Contract Drawings or as approved by the Engineer. Constructed Log Jack appearance is described in the Contract Drawings along with a recommended construction sequence.

### **8-19.4 Measurement**

#### **8-19.4(1) Member Logs**

Type A Log shall be measured per each log furnished.

Type R Log shall be measured per each log furnished.

Type W Log shall be measured per each log furnished.

#### **8-19.4(3) Slash**

Slash shall be measured per cubic yard of slash furnished from off-site. Use of on-site slash shall be incidental to the Contract.

#### **8-19.4(4) Boulders**

Boulders shall be measured per each boulder furnished.

#### **8-19.4(5) Connections**

Chain shall be measured per linear foot of chain furnished.

All other connection hardware, including but not limited to, wire rope, all thread, washers, nuts, clips, screw eyes and staples shall not be measured, but shall be considered incidental to and included in the associated Wood Structure Bid Item.

**8-19.4(8) Ballasted Log Jack**

Ballasted Log Jack shall be measured by each Ballasted Log Jack constructed and installed.

**8-19.4(9) Continuous Log Row**

Continuous Log Row shall be measured by each Continuous Log Row constructed and installed.

**8-19.5 Payment**

Payment will be made for the following Bid Items when included in the Proposal. It shall be full payment for labor, tools, materials and equipment necessary to complete construction as described and as shown in the Construction Drawings, including but not limited to, any final field adjustment as directed by the Engineer; and all incidentals necessary to satisfactorily complete the work.

“Type A Log, Furnished” per each

“Type R Log, Furnished” per each

“Type W Log, Furnished” per each

“Slash, Furnished” per cubic yard, truck measure. No payment will be made for on-site slash.

“Ballast Boulder, Furnished” per each

“Ballasted Log Jack, Constructed” per each

“Continuous Log Row, Constructed” per each

**END OF DIVISION 8**