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1 **PROJECT OVERVIEW**

2 **Guenther Bridge – Fish Passage Improvement Project, 2025**

3  
4 This project will improve aquatic organism passage at the Guenther property at 1633 Middle  
5 Fork Road, Onalaska Washington. The contracted work will involve removing the existing  
6 barrier culverts, installing geotextile wrapped riprap abutments, excavating a new channel  
7 through the road prism, installing a 26' x 14' prefabricated steel bridge (provided), replacing  
8 a pressurized 1-1/4" water line, constructing new bridge approaches, installing gravel  
9 surfacing, and applying seed and mulch to all disturbed soils. No excavation spoils will be  
10 wasted or deposited within a 100-year floodplain.

11  
12 This project is funded by a grant from the Aquatic Species Restoration Program and the  
13 Salmon Recovery Funding Board, which are administered by The Washington State  
14 Recreation and Conservation Office. Washington State prevailing wage provisions apply to  
15 this project and contractors will be required to file a Statement of Intent to Pay Prevailing  
16 Wages to Department of Labor and Industries, as well as Affidavit of Wages Paid. The  
17 District will not make final payment until they receive evidence that the Affidavit form has  
18 been certified by L&I.

19  
20 The project will be substantially complete by August 31, 2025, and physically completed no  
21 later than September 15. Lewis Conservation District has secured permit approvals from  
22 Washington Department of Fish and Wildlife, permits are included as an appendix; all permit  
23 conditions shall apply to contractor operations.

24  
25 **INTRODUCTION TO THE SPECIAL PROVISIONS**

26 +  
27 The work on this project shall be accomplished in accordance with the *Standard*  
28 *Specifications for Road, Bridge and Municipal Construction*, most current edition, as issued  
29 by the Washington State Department of Transportation (WSDOT) and the American Public  
30 Works Association (APWA), Washington State Chapter (hereafter "Standard  
31 Specifications"). The Standard Specifications, as modified or supplemented by the  
32 Amendments to the Standard Specifications and these Special Provisions, all of which are  
33 made a part of the Contract Documents, shall govern all of the Work.

34  
35 These Special Provisions are made up of both General Special Provisions (GSPs) from  
36 various sources, which may have project-specific fill-ins; and project-specific Special  
37 Provisions. Each Provision either supplements, modifies, or replaces the comparable  
38 Standard Specification, or is a new Provision. The deletion, amendment, alteration, or  
39 addition to any subsection or portion of the Standard Specifications is meant to pertain only  
40 to that particular portion of the section, and in no way should it be interpreted that the  
41 balance of the section does not apply.

42  
43 Also incorporated into the Contract Documents by reference are:

- 44  
45 • *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently  
46 adopted edition, with Washington State modifications, if any  
47  
48 • Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA,

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current edition

- Stormwater Management Manual for Western Washington (SWMMWW), current edition

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

## Division 1 General Requirements

### Section 1-01, Definitions and Terms

#### 1-01.3 Definitions

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

#### **Project Contract 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

1 required by the Contract and required by law must be furnished by the Contractor  
2 before establishment of this date.

3  
4 **Final Acceptance Date**

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

6  
7 Supplement this Section with the following:

8  
9 All references in the Standard Specifications, Amendments, or WSDOT General Special  
10 Provisions, to the terms “State”, “Department of Transportation”, “Washington State  
11 Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”,  
12 “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

13  
14 All references to “State Materials Laboratory” shall be revised to read “Contracting  
15 Agency designated location”.

16  
17 All references to “final contract voucher certification” shall be interpreted to mean the  
18 final payment form established by the Contracting Agency.

19  
20 The venue of all causes of action arising from the advertisement, award, execution, and  
21 performance of the contract shall be in the Superior Court of the County where the  
22 Contracting Agency’s headquarters are located.

23  
24  
25 **Project Contract Terms**

26  
27 **Additive**

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

31  
32 **Alternate**

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

36  
37 **Business Day**

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

40  
41 **Contract Bond**

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

45  
46 **Contract Documents**

47 See definition for “Contract”.

48  
49 **Contract Time**

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

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**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.

**Section 1-02, Bid Procedures and Conditions**

Delete Section 1-02.1 and replace it with the following:

**1-02.1 Qualifications of Bidder**

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

**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 Notice to Bidders (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")	3	Furnished automatically upon award.
Contract Provisions	3	Furnished automatically upon award.

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

**1-02.5 Proposal Forms**

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

1 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal  
2 form that call for, but are not limited to, unit prices; extensions; summations; the total bid  
3 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment  
4 of addenda; the bidder's name, address, telephone number, and signature; the bidder's  
5 D/M/WBE commitment, if applicable; a State of Washington Contractor's Registration  
6 Number; and a Business License Number, if applicable. Bids shall be completed by  
7 typing or shall be printed in ink by hand, preferably in black ink. The required  
8 certifications are included as part of the Proposal Form.

9  
10 The Contracting Agency reserves the right to arrange the proposal forms with alternates  
11 and additives, if such be to the advantage of the Contracting Agency. The bidder shall  
12 bid on all alternates and additives set forth in the Proposal Form unless otherwise  
13 specified.

## 14 **1-02.6 Preparation of Proposal**

15  
16  
17 Supplement the second paragraph with the following:

- 18  
19 4. If a minimum bid amount has been established for any item, the unit or lump sum  
20 price must equal or exceed the minimum amount stated.  
21  
22 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed  
23 by the signer of the bid.

24 Delete the last paragraph, and replace it with the following:

25 The bidder shall make no stipulation on the bid form, nor qualify the bid in any manner.

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

28 A bid by a partnership shall be executed in the partnership name, and signed by a  
29 partner. A copy of the partnership agreement shall be submitted with the bid form if any  
30 D/M/WBE requirements are to be satisfied through such an agreement.

31 A bid by a joint venture shall be executed in the joint venture name and signed by a  
32 member of the joint venture. A copy of the joint venture agreement shall be submitted  
33 with the bid form if any D/W/MBE requirements are to be satisfied through such an  
34 agreement.

## 35 36 **1-02.7 Bid Deposit**

37  
38 Supplement this section with the following:

39  
40 Bid deposits/bonds are required for this proposal. **All Bid Proposals** shall be accompanied  
41 by a bid proposal deposit in the form of a Cash, Cashier's Check, Certified Check in an  
42 amount equal to five percent (5%) of such bid proposal. Or the Proposal Bond may be on  
43 DOT form 272-001 revised 01/2020 for Local Agency Use. Should the successful bidder fail  
44 to enter into such contract and furnish satisfactory performance bond or allow 10%



1 withholding within the 3 weeks of award date, the bid proposal shall be forfeited to Lewis  
2 Conservation District.

### 5 **1-02.9 Delivery of Proposal**

7 Delete this section and replace with the following:

9 *Each proposal shall be submitted in a sealed envelope, with the Project Name to the  
10 following address:*

12 **Guenther Bridge - Fish Passage Improvement Project 2025**  
13 **Lewis Conservation District**  
14 **2057 SW Salsbury Ave**  
15 **Chehalis, WA 98532**

17 The proposal may also be delivered via email to Kelly Verd, Lewis Conservation  
18 District Project Manager, at [kelly.verd@lewiscdwa.com](mailto:kelly.verd@lewiscdwa.com). *If delivering proposal via email,*  
19 *use "Guenther Bridge - Fish Passage Improvement Project 2025 Bid Proposal" in subject*  
20 *line.*

22 *The Contracting Agency will not open or consider any Bid Proposal that is received after the*  
23 *time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other*  
24 *than that specified in the Call for Bids.*

### 27 **1-02.12 Public Opening of Proposals**

29 Supplement this section with the following:

31 After the Bid Opening, results will be emailed to all Bidders. Bidders may also obtain bid  
32 results from the Lewis Conservation District by calling Kelly Verd, Special Projects  
33 Manager, at (360) 996-4560.

### 35 **1-02.13 Irregular Proposals**

37 Revise item 1 to read:

- 39 1. A proposal will be considered irregular and will be rejected if:
  - 40 a. The Bidder is not prequalified when so required;
  - 41 b. The authorized proposal form furnished by the Contracting Agency is not  
42 used or is altered;
  - 43 c. The completed proposal form contains any unauthorized additions, deletions,  
44 alternate Bids, or conditions;
  - 45 d. The Bidder adds provisions reserving the right to reject or accept the award,  
46 or enter into the Contract;
  - 47 e. A price per unit cannot be determined from the Bid Proposal;
  - 48 f. The Proposal form is not properly executed;
  - 49 g. The Bidder fails to submit or properly complete a Subcontractor list, if  
50 applicable, as required in Section 1-02.6;
  - 51 h. The Bidder fails to submit or properly complete a Disadvantaged Business  
52 Enterprise Certification, if applicable, as required in Section 1-02.6;

- 1 i. The Bidder fails to submit written confirmation from each DBE firm listed on
- 2 the Bidder's completed DBE Utilization Certification that they are in
- 3 agreement with the bidders DBE participation commitment, if applicable, as
- 4 required in Section 1-02.6, or if the written confirmation that is submitted fails
- 5 to meet the requirements of the Special Provisions;
- 6 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,
- 7 as required in Section 1-02.6, or if the documentation that is submitted fails to
- 8 demonstrate that a Good Faith Effort to meet the Condition of Award was
- 9 made;
- 10 k. The Bid Proposal does not constitute a definite and unqualified offer to meet
- 11 the material terms of the Bid invitation; or
- 12 l. More than one proposal is submitted for the same project from a Bidder under
- 13 the same or different names.
- 14
- 15

#### 16 **1-02.14 Disqualification of Bidders**

17  
18 Supplement this section with the following:

19  
20 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder  
21 responsibility criteria in RCW 39.04.350(1), as amended.

22  
23 As evidence that the Bidder meets the mandatory bidder responsibility criteria, the apparent  
24 two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid  
25 submittal deadline, documentation (sufficient in the sole judgment of the Contracting  
26 Agency) demonstrating compliance with all responsibility criteria. The Contracting Agency  
27 reserves the right to request such documentation from other Bidders as well, and to request  
28 further documentation as needed to assess bidder responsibility.

29  
30 The Contracting Agency also reserves the right to obtain information from third parties  
31 concerning a Bidder's compliance with the mandatory bidder responsibility criteria.

32  
33  
34 If the Contracting Agency determines the Bidder does not meet the mandatory bidder  
35 responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the  
36 Contracting Agency shall notify the Bidder in writing, with the reasons for its determination.  
37 If the Bidder disagrees with this determination, it may appeal the determination within two (2)  
38 business days of the Contracting Agency's determination by presenting its appeal and any  
39 additional information to the Contracting Agency. The Contracting Agency will consider the  
40 appeal and any additional information before issuing its final determination. If the final  
41 determination affirms that the Bidder is not responsible, the Contracting Agency will not  
42 execute a contract with any other Bidder until at least two business days after the Bidder  
43 determined to be not responsible has received the Contracting Agency's final determination.

#### 44 **1-02.15 Pre Award Information**

45  
46  
47 Supplement this section with the following:

- 48
- 49 7. Obtain, and furnish a copy of, a business license to do business in the city or county
- 50 where the work is located.
- 51 8. A copy of State of Washington Contractor's Registration, or

- 1 9. Any other information or action taken that is deemed necessary to ensure that the  
2 bidder is the lowest responsible bidder.  
3

## 4 **Section 1-03, Award and Execution of Contract**

### 5 6 **1-03.1 Consideration of Bids**

7  
8 Revise the first paragraph to read:  
9

10 After opening and reading proposals, the Contracting Agency will check them for correctness  
11 of extensions of the prices per unit and the total price. If a discrepancy exists between the  
12 price per unit and the extended amount of any Bid item, the price per unit will control. If a  
13 minimum bid amount has been established for any item and the bidder's unit or lump sum  
14 price is less than the minimum specified amount, the Contracting Agency will unilaterally  
15 revise the unit or lump sum price, to the minimum specified amount and recalculate the  
16 extension. The total of extensions, corrected where necessary, including sales taxes where  
17 applicable and such additives and/or alternates as selected by the Contracting Agency, will  
18 be used by the Contracting Agency for award purposes and to fix the Awarded Contract  
19 Price amount and the amount of the contract bond.  
20

### 21 **1-03.3 Execution of Contract**

22  
23 Revise this section to read:  
24

25 Copies of the Contract Provisions, including the unsigned Form of Contract, will be  
26 available for signature by the successful bidder on the first business day following award.  
27 The number of copies to be executed by the Contractor will be determined by the  
28 Contracting Agency.  
29

30 Within 10 calendar days after the award date, the successful bidder shall return the  
31 signed Contracting Agency-prepared contract, an insurance certification as required by  
32 Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before  
33 execution of the contract by the Contracting Agency, the successful bidder shall provide  
34 any pre-award information the Contracting Agency may require under Section 1-02.15.  
35

36 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting  
37 Agency nor shall any work begin within the project limits or within Contracting Agency-  
38 furnished sites. The Contractor shall bear all risks for any work begun outside such areas  
39 and for any materials ordered before the contract is executed by the Contracting Agency.  
40

### 41 **1-03.4 Contract Bond**

42  
43 Revise the first paragraph to read:  
44

45 The successful bidder shall provide an executed contract bond for the full contract  
46 amount. This contract bond shall:  
47

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

- 1           b. Appears on the current Authorized Insurance List in the State of Washington
- 2           published by the Office of the Insurance Commissioner,
- 3       3. Be conditioned upon the faithful performance of the contract by the Contractor within
- 4           the prescribed time;
- 5       4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the
- 6           project under titles 50, 51, and 82 RCW; and
- 7       5. Guarantee that the surety shall indemnify, defend, and protect the Contracting
- 8           Agency against any claim of direct or indirect loss resulting from the failure:
- 9           a. Of the Contractor (or any of the employees, subcontractors, or lower tier
- 10           subcontractors of the Contractor) to faithfully perform the contract, or
- 11           b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
- 12           Contractor) to pay all laborers, mechanics, subcontractors, lower tier
- 13           subcontractors, material person, or any other person who provides supplies or
- 14           provisions for carrying out the work;
- 15       6. Be accompanied by a power of attorney for the Surety's officer empowered to sign
- 16           the bond; and
- 17       7. Be signed by an officer of the Contractor empowered to sign official statements (sole
- 18           proprietor or partner). If the Contractor is a corporation, the bond must be signed by
- 19           the president or vice-president, unless accompanied by written proof of the authority
- 20           of the individual signing the bond to bind the corporation (i.e., corporate resolution,
- 21           power of attorney or a letter to such effect by the president or vice-president).

22

## 23 **Section 1-04, Scope of the Work**

24

25

### 26 **1-04.4 Changes**

27

28 The last two paragraphs are deleted.

29

30

### 31 **1-05.7 Removal of Defective and Unauthorized Work**

32

33 Supplement this section with the following:

34

35       If the Contractor fails to remedy defective or unauthorized work within the time specified

36       in a written notice from the Engineer, or fails to perform any part of the work required by

37       the Contract Documents, the Engineer may correct and remedy such work as may be

38       identified in the written notice, with Contracting Agency forces or by such other means as

39       the Contracting Agency may deem necessary.

40

41       If the Contractor fails to comply with a written order to remedy what the Engineer

42       determines to be an emergency situation, the Engineer may have the defective and

43       unauthorized work corrected immediately, have the rejected work removed and replaced,

44       or have work the Contractor refuses to perform completed by using Contracting Agency

45       or other forces. An emergency situation is any situation when, in the opinion of the

46       Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk

47       of loss or damage to the public.

48

49       Direct or indirect costs incurred by the Contracting Agency attributable to correcting and

50       remediating defective or unauthorized work, or work the Contractor failed or refused to

1 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from  
2 monies due, or to become due, the Contractor. Such direct and indirect costs shall  
3 include in particular, but without limitation, compensation for additional professional  
4 services required, and costs for repair and replacement of work of others destroyed or  
5 damaged by correction, removal, or replacement of the Contractor's unauthorized work.  
6

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

10 The rights exercised under the provisions of this section shall not diminish the  
11 Contracting Agency's right to pursue any other avenue for additional remedy or damages  
12 with respect to the Contractor's failure to perform the work as required.  
13  
14

15  
16 **1-05.11 Final Inspection**

17  
18 Delete this section and replace it with the following:  
19

20 **1-05.11 Final Inspections and Operational Testing**

21  
22 ***1-05.11(1) Substantial Completion Date***

23  
24 When the Contractor considers the work to be substantially complete, the Contractor  
25 shall so notify the Engineer and request the Engineer establish the Substantial  
26 Completion Date. The Contractor's request shall list the specific items of work that  
27 remain to be completed in order to reach physical completion. The Engineer will  
28 schedule an inspection of the work with the Contractor to determine the status of  
29 completion. The Engineer may also establish the Substantial Completion Date  
30 unilaterally.  
31

32 If, after this inspection, the Engineer concurs with the Contractor that the work is  
33 substantially complete and ready for its intended use, the Engineer, by written notice to  
34 the Contractor, will set the Substantial Completion Date. If, after this inspection the  
35 Engineer does not consider the work substantially complete and ready for its intended  
36 use, the Engineer will, by written notice, so notify the Contractor giving the reasons  
37 therefore.  
38

39 Upon receipt of written notice concurring in or denying substantial completion, whichever  
40 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized  
41 interruption, the work necessary to reach Substantial and Physical Completion. The  
42 Contractor shall provide the Engineer with a revised schedule indicating when the  
43 Contractor expects to reach substantial and physical completion of the work.  
44

45 The above process shall be repeated until the Engineer establishes the Substantial  
46 Completion Date and the Contractor considers the work physically complete and ready  
47 for final inspection.  
48

49 ***1-05.11(2) Final Inspection and Physical Completion Date***

50  
51 When the Contractor considers the work physically complete and ready for final  
52 inspection, the Contractor by written notice, shall request the Engineer to schedule a

1 final inspection. The Engineer will set a date for final inspection. The Engineer and the  
2 Contractor will then make a final inspection and the Engineer will notify the Contractor in  
3 writing of all particulars in which the final inspection reveals the work incomplete or  
4 unacceptable. The Contractor shall immediately take such corrective measures as are  
5 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,  
6 diligently, and without interruption until physical completion of the listed deficiencies. This  
7 process will continue until the Engineer is satisfied the listed deficiencies have been  
8 corrected.

9  
10 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the  
11 written notice listing the deficiencies, the Engineer may, upon written notice to the  
12 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to  
13 Section 1-05.7.

14  
15 The Contractor will not be allowed an extension of contract time because of a delay in  
16 the performance of the work attributable to the exercise of the Engineer's right  
17 hereunder.

18  
19 Upon correction of all deficiencies, the Engineer will notify the Contractor and the  
20 Contracting Agency, in writing, of the date upon which the work was considered  
21 physically complete. That date shall constitute the Physical Completion Date of the  
22 contract, but shall not imply acceptance of the work or that all the obligations of the  
23 Contractor under the contract have been fulfilled.

## 24 25 26 **1-05.15 Method of Serving Notices**

27 Revise the second paragraph to read:

28  
29 All correspondence from the Contractor shall be directed to the Project Engineer. All  
30 correspondence from the Contractor constituting any notification, notice of protest, notice of  
31 dispute, or other correspondence constituting notification required to be furnished under the  
32 Contract, must be in paper format, hand delivered or sent via mail delivery service to the  
33 Project Engineer's office. Electronic copies such as e-mails or electronically delivered  
34 copies of correspondence will not constitute such notice and will not comply with the  
35 requirements of the Contract.

36  
37 Add the following new section:

## 38 39 40 **1-05.17 Oral Agreements**

41  
42 No oral agreement or conversation with any officer, agent, or employee of the  
43 Contracting Agency, either before or after execution of the contract, shall affect or modify  
44 any of the terms or obligations contained in any of the documents comprising the  
45 contract. Such oral agreement or conversation shall be considered as unofficial  
46 information and in no way binding upon the Contracting Agency, unless subsequently put  
47 in writing and signed by the Contracting Agency.

## 48 49 50 **Section 1-07, Legal Relations and Responsibilities to the Public**

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**1-07.1 Laws to be Observed**

Supplement this section with the following:

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

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

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

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

**1-07.5 Environmental Regulations**

Section 1-07.5 is supplemented with the following:

**Environmental Commitments**

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

**1-07.5(1) General**

The Contractor shall ensure that the Project Manager representing the Prime Contractor and all Subcontractors has read and understands this Special Provision. Prior to commencing any work on site, the Contractor shall provide the Engineer with a signed statement from the Project Manager stating that the Project Manager has read, understands and will abide by the conditions of this Special Provision.

**1-07.9 Wages**

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**1-07.9(1) General**

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

This project is subject to provisions of Washington State Prevailing Wage Law. State prevailing wage rates incorporated in this contract are applicable to all construction activities associated with this contract.

**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**

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

- A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. 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 Final Completion 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 insurance policies shall contain a "cross liability" provision.
- E. The Contractor's and all Subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.
- F. 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.



- 1 G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified  
2 copy of the insurance policy(s).  
3
- 4 H. The Contractor shall not begin work under the Contract until the required insurance has  
5 been obtained and approved by the Contracting Agency.  
6
- 7 I. Failure on the part of the Contractor to maintain the insurance as required shall  
8 constitute a material breach of contract, upon which the Contracting Agency may, after  
9 giving five business days' notice to the Contractor to correct the breach, immediately  
10 terminate the Contract or, at its discretion, procure or renew such insurance and pay any  
11 and all premiums in connection therewith, with any sums so expended to be repaid to the  
12 Contracting Agency on demand, or at the sole discretion of the Contracting Agency,  
13 offset against funds due the Contractor from the Contracting Agency.  
14
- 15 J. All costs for insurance shall be incidental to and included in the unit or lump sum prices  
16 of the contract and no additional payment will be made.  
17

18 **1-07.18(2) Additional Insured**

19 All insurance policies, with the exception of Professional Liability and Workers  
20 Compensation, shall name the following listed entities as additional insured(s):  
21

- 22 • **The Lewis Conservation District and its officers, elected officials, employees,**  
23 **agents, and volunteers**
- 24 • **Project site landowner, David Guenther**  
25

26 The above-listed entities shall be additional insured(s) for the full available limits of liability  
27 maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective  
28 of whether such limits maintained by the Contractor are greater than those required by this  
29 Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor  
30 pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.  
31

32 **1-07.18(3) Subcontractors**

33 Contractor shall ensure that each subcontractor of every tier obtains and maintains at a  
34 minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of  
35 the Contracting Agency, the Contractor shall provide evidence of such insurance.  
36

37 **1-07.18(4) Evidence of Insurance**

38 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and  
39 endorsements for each policy of insurance meeting the requirements set forth herein when  
40 the Contractor delivers the signed Contract for the work. The certificate and endorsements  
41 must conform to the following requirements:

- 42 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 43 2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-  
44 07.18(2) as Additional Insured(s), showing the policy number. The Contractor may  
45 submit a copy of any blanket additional insured clause from its policies instead of a  
46 separate endorsement. A statement of additional insured status on an ACORD  
47 Certificate of Insurance shall not satisfy this requirement.
- 48 3. Any other amendatory endorsements to show the coverage required herein.  
49

50 **1-07.18(5) Coverages and Limits**

1 The insurance shall provide the minimum coverages and limits set forth below. Providing  
2 coverage in these stated minimum limits shall not be construed to relieve the Contractor  
3 from liability in excess of such limits. All deductibles and self-insured retentions must be  
4 disclosed and are subject to approval by the Contracting Agency. The cost of any claim  
5 payments falling within the deductible shall be the responsibility of the Contractor.  
6

7 **1-07.18(5)A Commercial General Liability**

8 A policy of Commercial General Liability Insurance, including:

- 9 Per project aggregate
- 10 Premises/Operations Liability
- 11 Products/Completed Operations – for a period of one year following final acceptance of  
12 the work.
- 13 Personal/Advertising Injury
- 14 Contractual Liability
- 15 Independent Contractors Liability
- 16 Stop Gap / Employers’ Liability
- 17 Explosion, Collapse, or Underground Property Damage (XCU)

18  
19 Such policy must provide the following minimum limits:

- 20 \$1,000,000 Each Occurrence
- 21 \$2,000,000 General Aggregate
- 22 \$1,000,000 Products & Completed Operations Aggregate
- 23 \$1,000,000 Personal & Advertising Injury, each offence

24  
25 Stop Gap / Employers’ Liability:

- 26 \$1,000,000 Each Accident
- 27 \$1,000,000 Disease - Policy Limit
- 28 \$1,000,000 Disease - Each Employee

29  
30 **1-07.18(5)B Automobile Liability**

31 Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90  
32 endorsement and a CA 9948 endorsement attached if “pollutants” are to be transported.  
33

34 Such policy(ies) must provide the following minimum limit:

- 35 \$1,000,000 combined single limit

36  
37 **1-07.18(5)C Workers’ Compensation**

38 The Contractor shall comply with Workers’ Compensation coverage as required by the  
39 Industrial Insurance laws of the state of Washington.  
40

41 **1-07.18(5)F Excess or Umbrella Liability**

42 *(May 10, 2006 APWA GSP)*

43 The Contractor shall provide Excess or Umbrella Liability coverage at limits of  
44 \$1,000,000 per occurrence and annual aggregate. This excess or umbrella liability  
45 coverage shall apply, at a minimum, to both the Commercial General and Auto insurance  
46 policy coverage.  
47

48 This requirement may be satisfied instead through the Contractor’s primary Commercial  
49 General and Automobile Liability coverage, or any combination thereof.

1  
2  
3 **Section 1-08, Prosecution and Progress**  
4

5 **1-08.0 Preliminary Matters**  
6

7 Add the following new sections:  
8

9 **1-08.0(1) Preconstruction Conference**

10  
11 Prior to the Contractor beginning the work, a preconstruction conference will be held  
12 between the Contractor, the Engineer and such other interested parties as may be  
13 invited. The purpose of the preconstruction conference will be:

- 14 1. To review the initial progress schedule;  
15 2. To establish a working understanding among the various parties associated or  
16 affected by the work;  
17 3. To establish and review procedures for progress payment, notifications, approvals,  
18 submittals, etc.;  
19 4. To establish normal working hours for the work;  
20 5. To review safety standards and traffic control; and  
21 6. To discuss such other related items as may be pertinent to the work.  
22

23 The Contractor shall prepare and submit at the preconstruction conference the following:

- 24 1. A breakdown of all lump sum items;  
25 2. A preliminary schedule of working drawing submittals; and  
26 3. A list of material sources for approval if applicable.  
27

28 Add the following new section:  
29

30 **1-08.0(2) Hours of Work**  
31

32 Except in the case of emergency or unless otherwise approved by the Contracting  
33 Agency, the normal straight time working hours for the Contract shall be any consecutive  
34 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour  
35 lunch break and a 5-day work week. The normal straight time 8-hour working period for  
36 the Contract shall be established at the preconstruction conference or prior to the  
37 Contractor commencing the work.  
38

39 Written permission from the Engineer is required, if a Contractor desires to perform work  
40 on holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or  
41 longer than an 8-hour period on any day. The Contractor shall apply in writing to the  
42 Engineer for such permission, no later than noon on the working day prior to the day for  
43 which the Contractor is requesting permission to work.  
44

45 Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and  
46 between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be  
47 subject to noise control requirements. Approval to continue work during these hours  
48 may be revoked at any time the Contractor exceeds the Contracting Agency's noise  
49 control regulations or complaints are received from the public or adjoining property  
50 owners regarding the noise from the Contractor's operations. The Contractor shall have

1 no claim for damages or delays should such permission be revoked for these reasons.  
2  
3 Permission to work Saturdays, Sundays, holidays, or other than the agreed upon normal  
4 straight time working hours Monday through Friday may be given subject to certain other  
5 conditions set forth by the Contracting Agency or Engineer. These conditions may  
6 include but are not limited to:  
7  
8 • The Engineer may require designated representatives to be present during the  
9 work. Representatives who may be deemed necessary by the Engineer include,  
10 but are not limited to: survey crews; personnel from the Contracting Agency’s  
11 material testing lab; inspectors; and other Contracting Agency employees when in  
12 the opinion of the Engineer, such work necessitates their presence.  
13 • Considering the work performed on Saturdays, Sundays, and holidays as working  
14 days with regard to the contract time.  
15 • Considering multiple work shifts as multiple working days with respect to contract  
16 time, even though the multiple shifts occur in a single 24-hour period.  
17  
18

19 **1-08.3(2)A Type A Progress Schedule**  
20

21 Revise this section to read:

22 The Contractor shall submit 2 copies of a Type A Progress Schedule no later than at the  
23 preconstruction conference, or some other mutually agreed upon submittal time. The  
24 schedule may be a critical path method (CPM) schedule, bar chart, or other standard  
25 schedule format. Regardless of which format used, the schedule shall identify the critical  
26 path. The Engineer will evaluate the Type A Progress Schedule and approve or return  
27 the schedule for corrections within 15 calendar days of receiving the submittal.  
28

29 **1-08.4 Prosecution of Work**  
30

31 Delete this section in its entirety, and replace it with the following:  
32

33 **1-08.4 Notice to Proceed and Prosecution of Work**  
34

35 Notice to Proceed will be given after the Contract has been executed and the contract bond  
36 and evidence of insurance have been approved and filed by the Contracting Agency. The  
37 Contractor shall not commence with the work until the Notice to Proceed has been given by  
38 the Engineer. The Contractor shall commence construction activities on the project site  
39 within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The  
40 Contractor shall diligently pursue the work to the physical completion date within the time  
41 specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor  
42 shall not relieve the Contractor of the responsibility to complete the work within the time(s)  
43 specified in the Contract.  
44

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

1  
2 **1-08.5 Time for Completion**

3  
4 Revise the third and fourth paragraphs to read:

5  
6 Contract time shall begin on the first working day following the Notice to Proceed Date.

7  
8 Each working day shall be charged to the contract as it occurs, until the contract work is  
9 physically complete. If substantial completion has been granted and all the authorized  
10 working days have been used, charging of working days will cease. Each week the  
11 Engineer will provide the Contractor a statement that shows the number of working days: (1)  
12 charged to the contract the week before; (2) specified for the physical completion of the  
13 contract; and (3) remaining for the physical completion of the contract. The statement will  
14 also show the nonworking days and any partial or whole day the Engineer declares as  
15 unworkable. Within 10 calendar days after the date of each statement, the Contractor shall  
16 file a written protest of any alleged discrepancies in it. To be considered by the Engineer,  
17 the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and  
18 amount of time disputed. By not filing such detailed protest in that period, the Contractor  
19 shall be deemed as having accepted the statement as correct. If the Contractor is approved  
20 to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in  
21 which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day  
22 of that week will be charged as a working day whether or not the Contractor works on that  
23 day.

24  
25 This project shall be **substantially complete by August 31, 2025**. All construction and  
26 cleanup shall be **complete by September 15, 2025**. If circumstances arise that may  
27 prevent project completion by this date, the contractor shall notify the Project Engineer  
28 immediately. The Project Engineer will review the circumstances with the Contractor, and  
29 will determine whether a delayed project completion date is required. If so, the Project  
30 Engineer will negotiate a revised project completion date with the Contractor.

31  
32 **1-08.9 Liquidated Damages**

33  
34 Revise the fourth paragraph to read:

35  
36 When the Contract Work has progressed to Substantial Completion as defined in the  
37 Contract. The Engineer may determine that the work is Substantially Complete. The  
38 Engineer will notify the Contractor in writing of the Substantial Completion Date. For  
39 overruns in Contract time occurring after the date so established, the formula for  
40 liquidated damages shown above will not apply. For overruns in Contract time occurring  
41 after the Substantial Completion Date, liquidated damages shall be assessed on the  
42 basis of direct engineering and related costs assignable to the project until the actual  
43 Physical Completion Date of all the Contract Work. The Contractor shall complete the  
44 remaining Work as promptly as possible. Upon request by the Project Engineer, the  
45 Contractor shall furnish a written schedule for completing the physical Work on the  
46 Contract.

47  
48  
49 **Section 1-09, Measurement and Payment**

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51 **1-09.9 Payments**

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

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

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

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

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

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

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

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

1. Retainage per Section 1-09.9(1)
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 The Lewis Conservation District will process payment requests in a timely manner but  
2 may require up to 60 days to issue payment.

3  
4 Supplement this section with the following:

5  
6 Lump sum item breakdowns are not required when the bid price for the lump sum item is  
7 less than \$20,000.

8  
9 **1-09.13(3)A Administration of Arbitration**

10  
11 Revise the third paragraph to read:

12  
13 The Contracting Agency and the Contractor mutually agree to be bound by the decision of  
14 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the  
15 Superior Court of the county in which the Contracting Agency's headquarters are located.  
16 The decision of the arbitrator and the specific basis for the decision shall be in writing. The  
17 arbitrator shall use the contract as a basis for decisions.

18  
19  
20  
21 **Division 8**

22  
23 **Miscellaneous Construction**

24  
25 **Section 8-01, Erosion Control and Water Pollution Control**

26  
27 This Section is supplemented with the following subsection 8-01(A):

28  
29 **8-01(A) Environmental Compliance**

30  
31 ***Description***

32  
33 It is the Contractor's responsibility to conduct and perform all Work in accordance with  
34 Environmental Regulations, Environmental Commitments, Permits, and Plans that the Work  
35 is subject to.

36

37

38

39 **ITEM SPECIFIC PROVISIONS**

40

41

42 **MOBILIZATION**

43 Mobilization shall include the costs of moving all equipment to the job site, traffic control,  
44 moving all equipment from the site, inspections and testing, acquisition and payment for  
45 permits, fees, bonds and insurance.

46

47 Compensation for this work shall be measured and paid as lump sum for Mobilization. No  
48 additional payment shall be made.

49

50 **DEWATER AND WORK SITE ISOLATION**

1 This work is for installing, dewatering, protecting adjacent stream habitat and maintaining all  
2 forms of cofferdams, pumps and pipes for work site isolation, for installation of structures  
3 and any in-stream channel work. Every effort to protect stream/wetland habitat outside and  
4 adjacent to the construction area limits must be taken and all environmental provisions must  
5 be adhered to as stated in the applicable permits and this document.  
6

7 Compensation for this work shall be paid as a lump sum for Dewater and Work Site  
8 Isolation. The lump sum price shall be full compensation for all labor, equipment, and  
9 material to install and maintain the stream bypass and dewatering pumps to isolate the work  
10 area and protect stream habitat outside the worksite construction area limits as needed. No  
11 additional payment shall be made.  
12

### 13 **EXCAVATION, HAUL AND DISPOSAL**

14 This item includes excavation **(150 CY)** to include excavated vegetation, removed structures  
15 and miscellaneous deleterious material (if found within the excavation limits during  
16 excavation). Any trees or stumps within the clearing limits will also be removed as part of  
17 this item. Haul and disposal are part of this unit cost. Excavation spoils will be wasted on-  
18 site at a landowner approved location.  
19

20 This item shall be measured and paid per cubic yard (bank volume). The unit bid price shall  
21 be full payment for all labor, material, and equipment necessary to excavate this material.  
22 No additional payment shall be made.  
23

### 24 **GEOTEXTILE FOR SOIL SEPARATION, ABUTMENTS**

25 This item is for providing and placing geotextile fabric **(55 SY)** as a separation layer between  
26 native soils and the riprap abutments. The contractor shall provide and place the geotextile  
27 per the plans and specifications. This material will be a woven geotextile, such as Mirafi  
28 500X or equivalent. The fabric will be placed loosely in the excavation to accommodate  
29 settlement, will extend up to existing ground level and all seams shall have a minimum 2'  
30 overlap. Material placement and backfilling shall be done in a manner to prevent puncture or  
31 tearing of the geotextile.  
32

33 This item shall be paid per square yard, installed as specified. The unit price shall be full  
34 payment for all labor, material, and equipment to provide and install the geotextile as  
35 specified. No additional payment shall be made.  
36

### 37 **LIGHT LOOSE RIPRAP, ABUTMENTS**

38 This item is for providing and placing light loose riprap **(30 CY)** for bridge abutments. This  
39 material shall be consistent with sizing and gradation specified in Sections 9-13.1(3) and 8-  
40 15.3(2) of the Standard Specifications.  
41

42 This item shall be paid per cubic yard (truck volume), delivered to the project site. The unit  
43 bid price shall be full payment for all labor, material, and equipment necessary to provide  
44 and install the materials as specified. No additional payment shall be made.  
45

### 46 **GRAVEL LEVELING COURSE**

47 This item is for providing and placing material for the gravel leveling course **(5 CY)** on bridge  
48 abutments. This material shall be 1-1/4" minus crushed gravel placed at the depths and  
49 dimensions specified in the plan drawings, compacted to with plate compactor, vibratory  
50 ramming compactor, or excavator mounted hoe pac.  
51



1 This item shall be paid per cubic yard (truck volume), delivered to the project site. The unit  
2 bid price shall be full payment for all labor, material, and equipment necessary to provide  
3 and install the materials as specified. No additional payment shall be made.  
4

5 **INSTALL BRIDGE (PROVIDED)**

6 This item is for offloading, transporting, assembling, and installing the 26' long x 14' wide  
7 prefabricated steel bridge. The bridge will be delivered in two 26' long x 7' wide panels that  
8 will be offloaded near Middle Fork Road, and the contractor is responsible for transporting  
9 them to the installation site (~1,500 linear feet). Contractor shall coordinate directly with the  
10 bridge manufacturer for delivery.  
11

12 This item shall be measured and paid as a lump sum. The unit price shall be full payment for  
13 all labor, material, and equipment necessary to offload, transport to installation site, place,  
14 assemble (including field welding if necessary) and install the bridge as specified. No  
15 additional payment shall be made.  
16

17 **UTILITIES**

18 This item is for providing and installing a 1-1/4" pressurized water line passing through the  
19 bridge installation site. The existing line will be shut off and abandoned before excavation for  
20 abutments and new channel. The new pressurized water line will connect to the existing line  
21 at either end and be hung on the downstream side of the new bridge, attached with hangers  
22 or brackets. Attachment methods will be reviewed and approved by the project engineer  
23 prior to installation.  
24

25 This item shall be paid as a lump sum. The lump sum price shall be full payment for all labor,  
26 equipment, and material necessary to install pressurized water line as depicted in plans. No  
27 additional payment shall be made.  
28

29 **GEOTEXTILE FOR SOIL SEPARATION, APPROACHES**

30 This item is for providing and placing geotextile fabric (**120 SY**) as a separation layer for  
31 separation between native soils and the new bridge approaches. The contractor shall  
32 provide and place the geotextile per the plans and specifications. This material will be  
33 woven geotextile, such as Mirafi 500X or equivalent. The fabric will be placed loosely in the  
34 excavation to accommodate settlement, will extend up to existing ground level and all seams  
35 shall have a minimum 2' overlap. Material placement and backfilling shall be done in a  
36 manner to prevent puncture or tearing of the geotextile.  
37

38 This item shall be paid per square yard, installed as specified. The unit price shall be full  
39 payment for all labor, material, and equipment to provide and install the geotextile as  
40 specified. No additional payment shall be made.  
41

42 **GRAVEL BORROW IMPORT, BACKFILL AND COMPACTION**

43 This item includes provision, transport and placement of imported common gravel borrow  
44 (**50 CY**) installed at the locations and dimensions depicted in the project plan set. The  
45 imported material shall be common gravel borrow (3" maximum size) and approved by  
46 engineer prior to import and/or installation. The gravel borrow material will be installed in 1'  
47 maximum vertical lifts and compacted with plate compactor, vibratory ramming compactor,  
48 or excavator mounted hoe pac.  
49

50 This item shall be measured and paid per cubic yard per delivered to the project site. The

1 unit bid price shall be full payment for all labor, material, and equipment to provide and install  
2 the gravel borrow material as specified. No additional payment shall be made.

3

#### 4 **GRAVEL SURFACING**

5 This item is for providing imported 5/8" minus crushed gravel (**40 CY**) for surfacing the  
6 finished bridge approaches. The finished gravel surfacing will be a 6" thick layer,  
7 mechanically compacted with plate compactor, vibratory ramming compactor, or excavator  
8 mounted hoe pac.

9

10 This item shall be paid per cubic yard (truck volume), delivered to the project site. The unit  
11 bid price shall be full payment for all labor, material, and equipment to provide and install this  
12 material as specified. No additional payment shall be made.

13

#### 14 **SEED AND MULCH**

15 This item is for applying seed and grain straw mulch to any open or disturbed soils at the  
16 sites, (**0.25 acres**). The seed will be standard "DOT Erosion Control Mix" available at most  
17 farm supply and feed stores. The proposed seed mix shall be applied at a minimum rate of  
18 50 pounds/acre. The contractor shall provide grain straw bales to be applied at a rate of one  
19 bale per 1,000 square feet.

20

21 This item shall be paid per acre. The unit bid price shall be full payment for all labor,  
22 equipment, and materials necessary to provide and apply seed and straw mulch as  
23 specified. No additional payment shall be made.

24

#### 25 **PROJECT CLEANUP**

26 This item includes all work not otherwise specified to remove all excess construction  
27 materials and other refuse and clean the project area after construction is complete.

28

29 Cleaning shall include, but is not limited to, sweeping loose sediment from structure  
30 surfaces, removal of all refuse from the construction area and repair of any fences or  
31 infrastructure that was moved or disturbed during construction. Any rutting will be  
32 remediated by filling ruts or scarifying and leveling. Any alterations or impacts to the property  
33 will be restored to pre-project condition.

34

35 This item shall be paid as a lump sum. The lump sum price shall be full payment for all  
36 labor, equipment, and material necessary to clean and restore the project area to the  
37 satisfaction of the Engineer. No additional payment shall be made.

38

#### 39 **MINOR CHANGE**

40 This item is included to allow minor changes to the contract in accordance with the Standard  
41 Specifications. To ensure uniformity in bidding, this item shall have a set bid price of \$1000.

42

43 This item shall be paid as Time & Materials (T&M) to perform pre-authorized minor changes  
44 that have been approved by the Engineer or Engineer's Representative.

45

#### 46 **Appendices**

47 The following appendices are attached and made a part of this contract:

48 Summaries of Design Plan Set, Permit Approvals, and Washington State Prevailing  
49 Wages as listed below.

1  
2  
3  
4  
5  
6  
7  
8

**APPENDIX A: Design Plan Set..... Pages 1-7**

**APPENDIX B: Permits Approvals..... Pages ?**

**APPENDIX C: Washington State Prevailing Wages..... Pages 1-20**