

# **Bid Proposal, Contract and Technical Specifications for:**

## **Banick – Chehalis River Trib Fish Passage**

**Project # 19-1692**

---

### **Project Manager/Sponsor**

Kelly Verd  
Lewis Conservation District (LCD)  
2057 SW Salisbury Ave  
Chehalis, WA 98532  
360-996-4560  
[Kelly.Verd@lewiscdwa.com](mailto:Kelly.Verd@lewiscdwa.com)

### **Engineer**

Pat Powers  
Waterfall Engineering, LLC  
9427 Delphi Rd SW  
Olympia, WA 98512  
Cell: (360) 701-8433  
[waterfallengineering@comcast.net](mailto:waterfallengineering@comcast.net)

**March 2025**

For information, contact the Project Manager

## TABLE OF CONTENTS

BID PROPOSAL AND CONTRACT REQUIREMENTS .....	3
BID PROPOSAL .....	5
<b>SCHEDULE OF QUANTITIES – Banick - Chehalis River Trib Fish Passage</b> .....	6
Statement of Qualifications .....	7
LIST OF SUBCONTRACTORS.....	8
AMENDMENTS AND SPECIAL CONDITIONS.....	13
GENERAL REQUIREMENTS AND AMENDMENTS TO THE STANDARD SPECIFICATIONS .....	13
DIVISION 1 - GENERAL REQUIREMENTS .....	13
1-02 BID PROCEDURES AND CONDITIONS.....	14
1-03 AWARD AND EXECUTION OF CONTRACT .....	17
1-04 SCOPE OF WORK .....	18
1-05 CONTROL OF WORK.....	20
1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC.....	20
1-08 PROSECUTION AND PROGRESS.....	22
1-09 Measurement and Payment.....	22
1-10 Traffic Control .....	23
1-11 Safety Precautions.....	23
1-13 Temporary Utilities .....	24
1-14 Staking.....	24
DIVISION 2 – EARTHWORK .....	25
<b>2-09 Structural Excavation</b> .....	25
DIVISION 4 – Bases.....	25
<b>4-01 Road</b> .....	25
DIVISION 6 – STRUCTURES .....	26
<b>6-03 Steel Structures</b> .....	26
<b>6-05 Piling</b> .....	28
DIVISION 8 – MISCELLANEOUS CONSTRUCTION .....	28
<b>8-01 Erosion Control and Water Pollution Control</b> .....	28
<b>8-05 Temporary Access and Staging</b> .....	30
<b>8-26 Streambed Gravel</b> .....	31
<b>8-27 Large Woody Debris</b> .....	31
<b>8-28 Restoration</b> .....	32
DIVISION 9 – MATERIALS .....	33

## BID PROPOSAL AND CONTRACT REQUIREMENTS

### Request for Proposals

Project Title: **Banick - Chehalis River Trib Fish Passage**

Project Sponsor: Lewis Conservation District (LCD)

Project Manager: Kelly Verd

Sealed proposals shall be received at the office of the LCD by 3/28/25 at 2 pm.

Bidders on this work will be required to comply with Executive Order 11246 (Equal Employment Opportunity), the Davis-Bacon Act, the Copeland (Anti-Kickback) Act, the Contract Work Hours and Safety Standards Act, as explained in the Contract Documents, and all applicable state and local laws and regulations.

This is a Prevailing Wage project. In accordance with the provisions of Chapter 39.12 RCW, LCD has ascertained from the Labor Commissioner the general prevailing wage in the locality of the Project for each craft and type of workman, and the CONTRACT will contain in express terms the hourly and daily rate of such prevailing wage.

### Description of Project

This project involves the removal of a 3-foot diameter culvert, associated road fill, and installation of steel sheet pile walls and a 40 foot span steel bridge and associated channel work to reconnect two streams. Large woody debris will be added to the restored channel. Precast concrete backwalls for the bridge are required. **The LCD has purchased a prefab Steel Bridge and concrete footings with guard rail from Contech.** Plans, Specifications, and other pertinent information can be seen at the LCD office or emailed upon request. LCD will be responsible for obtaining environmental permits.

Estimated price: \$ 264,000

### Proposed Schedule

Announcement	3/08/25
Pre-bid meeting on site	3/25/25
Bids due	4/08/25
Contract Awarded	4/23/25
Project Start	7/16/25 (No Earlier Than)
Work Below the OHW	8/1/25 to 8/31/25
Project Complete	9/15/25

### Project Location

See Drawings for location.

### Site Visit

All prospective bidders are required to attend the pre-bid meeting on 3/25/25 at 9 am.

## **Submission of Proposals**

The following items are required for a proposal to be considered responsive:

- A. Complete all parts of the attached BID PROPOSAL form including the SCHEDULE OF QUANTITIES (cost proposal), LIST OF SUBCONTRACTORS, and STATEMENT OF QUALIFICATIONS. The bid will be considered responsive only if the Bid Proposal form is entirely completed.
- B. It is required that a representative of the Contractor visit the site as described above.
- C. Review the Plans and Special Provisions.
- D. Submit bids to LCD, no later than date and time in Proposed Schedule.
- E. All Bid Proposals shall be accompanied by a bid proposal deposit in the form of a Cash, Cashier's Check, Certified Check in an amount equal to five percent (5%) of such bid proposal. Or the Proposal Bond may be on DOT form 272-001 revised 01/2020 for Local Agency Use. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond or allow 10% withholding within the 3 weeks of award date, the bid proposal shall be forfeited to Lewis Conservation District.

BID PROPOSAL

Bidder

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_

For the construction of the Banick - Chehalis River Trib Fish Passage hereinafter referred to as the Project.

To:

**Project Manager**

Kelly Verd  
Lewis Conservation District  
2057 SW Salsbury Ave.  
Chehalis, WA 98532  
360-996-4560  
[Kelly.Verd@lewiscdwa.com](mailto:Kelly.Verd@lewiscdwa.com)

We, the undersigned, having examined the Invitation to Bidders and the Contract Documents for the construction of the Work, and having investigated the site of the Project, offer to construct and complete the Work in conformity with said documents, and enter into an agreement according to the form hereto attached, in consideration of the sum arrived at by the proper extension of units of work shown in the following Schedule of Quantities, or such sum as may be ascertained in accordance with said documents.

We acknowledge receipt, understanding and full consideration of Addenda Number(s)

\_\_\_\_\_, issued prior to the date for receipt of bids (blank or "NA" if no addenda have been issued).

\_\_\_\_\_  
Signature

**SCHEDULE OF QUANTITIES – BANICK - CHEHALIS RIVER TRIB FISH PASSAGE**

Item No.	Description	Division	Approx. Quantity	Unit of Measure	Unit Price	Bid Amount
1	Mobilization	1-09	1	L.S.	N/A	\$
2	Access	8-05	1	L.S.	N/A	\$
3	Erosion and Water Pollution Control	8-01	1	L.S.	N/A	\$
4	Roadway Excavation and Disposal	2-09	620 Yards	L.S.	N/A	\$
5	Channel Excavation and Disposal	2-09	700 Yards	L.S.	N/A	\$
6	Removal of Structures	2-02	1	L.S.	N/A	\$
7	Sheet Pile	6-05	1200 sq ft	L.S.	N/A	\$
8	Streambed Gravel	8-26	50	C.Y.	\$	\$
9	Foundation Rock	6-03	10	C.Y.	\$	\$
10	Bridge Installation	6-03	1	L.S.	N/A	\$
11	Procure and Install Precast Backwall	6-03	1	L.S.	N/A	\$
12	Select Borrow	4-01	25	C.Y.	\$	\$
13	Crushed Surfacing	4-01	60	C.Y.	\$	\$
14	Large Woody Debris		12	ea.	\$	\$
15	Site Restoration	8-28	1	L.S.	N/A	\$
					Base Bid	
					8.30% Sales Tax	
					Total Bid (Sales Tax + Base Bid)	

## STATEMENT OF QUALIFICATIONS

The Contractor should submit a statement of qualifications which addresses the following elements:

Element 1: Examples and references for at least three completed stream restoration projects in the last five years which demonstrate the ability to work within permit guidelines for “in water work” which includes diversions, pumping and cofferdams.

Element 2: Examples and references for at least three projects completed which involved driving sheet pile and the assembly and installation of steel or concrete prefab bridges.

## LIST OF SUBCONTRACTORS

(See Section 1-02.6 of Amendments to the Standard Specification)

For each category of work in this project, the bidder shall identify the category of any work expected and the Subcontractor performing it. Failure to list Subcontractors shall render the bid NONRESPONSIVE.

PROJECT NAME \_\_\_\_\_

Firm Name and Address	Type of Work
1. Subcontractor	
2. Subcontractor	
3. Subcontractor	
4. Subcontractor	
5. Subcontractor	
6. Subcontractor	

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

<b>Contact Name &amp; Phone No.</b>	<b>Description of Work</b>	<b>Date Complete</b>	<b>Cost</b>

Should this bid be accepted, we agree to appear at the office of the LCD within five (5) calendar days from the date of the Notice of Acceptance and return the signed contract (3 copies) and to provide the Performance Bond and Certificate(s) of Insurance.

We agree to begin work no later than \_\_\_\_\_ and to proceed so as to complete the project no later than \_\_\_\_\_.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2025, at \_\_\_\_\_, Washington.

ADDRESS OF BIDDER  
(Principal Place of Business)

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

\_\_\_\_\_  
Firm Name

By \_\_\_\_\_  
Signature

Telephone \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

Fax # \_\_\_\_\_

If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

Contractor's State Registration Number \_\_\_\_\_

State Industrial Insurance Number \_\_\_\_\_

## CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2025, shall be the agreed basis of performing the following work by and between LCD, hereinafter referred to as the Owner, and

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

Telephone \_\_\_\_\_

hereinafter referred to as the Contractor.

WITNESSETH: Whereas the parties hereto have mutually covenanted and by these presents do covenant and agree with each other as follows:

FIRST: The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc., necessary to perform and complete in a workmanship like manner the work called for in the contract documents entitled:

Project Name: \_\_\_\_\_

SECOND: Time of Completion: The work to be performed under this contract shall commence as soon as the Contractor has been officially notified to proceed and shall be substantially complete by the date in the Proposed Schedule.

The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may charge actual costs to the Contract for any time over the agreed to completion date where work remains uncompleted, which sum is agreed upon as the liquidated damages which the Owner will sustain in case of the failure of the Contractor to complete the work in the time stipulated and this sum is not to be construed as in any sense a penalty.

THIRD: In consideration of the Performance of the Work, herein contained on the part of the Contractor, the Owner hereby agrees to pay the Contractor for said work completed according to the Contract Documents, the sum of \$\_\_\_\_\_ plus \_\_\_% State Sales Tax consisting of the following:

BASE BID and TOTAL CONTRACT AMOUNT \$\_\_\_\_\_

FOURTH: The unit prices are hereby accepted as per the SCHEDULE OF QUANTITIES.

FIFTH: The Contractor agrees to hold harmless the landowner from any liability associated from injuries or damages occurring to workers implementing the project. Contractor shall waive the immunity provided to them under Washington Industrial Insurance Act for injured workers to the extent that damages or claims are asserted by the contractor's workers against LCD and their agents and employees. Contractor will defend, indemnify, and hold harmless the LCD to the extent that contractor's workers assert damages or claims against LCD and their agents and employees. By executing this agreement, the Contractor has duly considered and accepted this condition.

SIXTH: Contractor shall have at least two million dollars commercial general liability insurance. The venue for any legal action related or indirectly related to the project will be Lewis County Superior Court.

The unit prices shall be utilized for any additive and deductive work within 20% of the TOTAL BID, INCLUDING SALES TAX. The unit price shall provide the contractor with full compensation for the cost of labor, materials, equipment, overhead, profit and any additional costs associated with the unit bid.

IN WITNESS WHEREOF: LCD has caused this Contract to be subscribed in its behalf and the said Contractor has signed this Contract the day and year first above written.

Contractor:  
\_\_\_\_\_

Project Sponsor/Owner:  
Lewis Conservation District (LCD)

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Washington State Contractor's  
License No. \_\_\_\_\_

Federal Tax Id. No. \_\_\_\_\_

UBI. NO. \_\_\_\_\_

## **AMENDMENTS AND SPECIAL CONDITIONS**

### **INTRODUCTION**

The Project shall be constructed in accordance with the *Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction Most Current Version* (WSDOT Standard Specifications) including revisions in following **AMENDMENTS TO THE SPECIAL CONDITIONS**. Additional specifications in the following sections describe items not covered by the WSDOT Standard Specifications.

### **GENERAL REQUIREMENTS AND AMENDMENTS TO THE STANDARD SPECIFICATIONS**

The following Amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references, which do not apply to this project.

### **DIVISION 1 - GENERAL REQUIREMENTS**

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

The following substitution of words shall prevail in the Standard Specifications:

Wherever the word "State" is used, it shall mean Owner.

Wherever the words "Department" or "Department of Transportation" are used, they shall mean Owner.

Wherever the words "Transportation Commission" are used, they shall mean the Board for the Owner.

Wherever the words "Secretary" or "Secretary of Transportation" are used, they shall mean the Director of the Board the Owner.

Wherever the words "State Treasurer" are used, they shall mean the Owner Accountant.

Wherever the words "State Auditor" are used, they shall mean the Owner Auditor.

Wherever the words “Motor Vehicle Fund” are used, they shall mean the Owner Project Fund.

Wherever, in the Contract, the specifications and other Contract documents, the following words and terms or pronouns in place of them are used, the meaning will be construed as follows:

Board, Board of Directors: The elective body having authority over the Owner’s matters as provided by law.

Department, Public Works Department: The agent of the Board of Directors for the Owner for the administration of project work; the Executive Director.

County Road Engineer: The Project Engineer for the LCD and such agents as are authorized to act on his behalf.

Engineer: The Project Engineer, acting directly or through his duly authorized representative.

Project Manager: LCD, acting directly for the Owner and Sponsor.

Laboratory: The laboratory designated by the Project Engineer.

Item of Work: For the purpose of this project, an item of work shall be considered a unit of work. Payment will be made for actual work performed at Unit Contract Price for completed units of work.

## **1-02 BID PROCEDURES AND CONDITIONS**

### **1-02.1(Prequalification of Bidders)**

This section is revised to read:

The landowner may need to prequalify bidder before contract is signed.

A list of similar projects previously completed by Bidder, including contact person with their telephone number, and date project was completed, shall be included in the List of Similar Projects section. Contractor is required to have successfully performed two (2) projects of similar scope within the last Five (5) years, including at least one project totaling at least \$50,000.

For the purposes of determining whether Bidders are pre-qualified, “similar” projects will be defined by the following criteria checklist:

- Work involving permit requirements per 1-07.5 "Fish and Wildlife and Ecology regulations" and 1-07.6 "Permits and Licenses" through WDFW, USFWS, ACOE, and WADOE including permits such as a 401, 404, HPA
- Large volume excavation (over 1,000 Cubic Yards), segregation, sorting, and handling of gravels and soil
- Work area isolation - diversion of water around work area for fish exclusion and protection of E.S.A. listed species
- Water management through dewatering and temporary erosion control measures around wetlands or shorelines, and floodplains

CONTRACTOR is required to staff project with job foreman/superintendent and excavator operator with minimum experience as follows:

1. Five years' experience with similar project work.
2. Three projects within seven years greater than \$50,000
3. Three stream restoration projects (can be the same as #2)
4. Be able to demonstrate in the above projects how they were dewatered, and water kept out of the construction area.

### **1-02.2 Plans and Specifications**

This section is revised to read:

Project Manager shall provide one copy of each Contract document (Contract Form, Specifications, Bid Forms and Plans) to Contractor for project bidding purposes. After Contract award, Owner shall supply Contractor with sufficient numbers of plans and contract documents for construction. Contractor shall make all other copies of Contract documents needed for completion of Contractor's work.

### **1-02.3 Estimated Quantities**

Include as written.

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

#### **1-02.4(1) General**

This section is supplemented with the following:

All prospective bidders are encouraged to visit the site prior to bidding. The Project Manager must be contacted for the site visit.

**1-02.5 Proposal Forms (Bid Forms)**

Include as written.

**1-02.6 Preparation of Proposal**

This section is supplemented with the following:

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

**1-02.8 Non-collusion Declaration and Lobbying Certification**

Include as written.

**1-02.9 Delivery of Proposal**

This section is revised to read:

1. Each proposal shall be sealed and submitted in a sealed envelope with the name of the project and Contractor on the outside.
2. Prior to the bid opening, The Owner's representative will designate the official bid clock.
3. Any part of the bid proposal or bid modification not received prior to the time specified, per the designated bid clock, will not be considered and the bid will be returned to the bidder unopened.
4. People with disabilities who wish to request special accommodation, (e.g., sign language interpreters, Braille, etc.) need to contact the Owner two (2) working days prior to the scheduled bid opening.

**1-02.10 Withdrawal or Revision of Proposal**

Include as written.

**1-02.11(Combination and Multiple Proposals)** is deleted.

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

This section is supplemented with the following:

After the Bid Opening, Bidders may obtain bid results from the Project Manager by calling the number listed on the cover of the bid proposal.

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

Include as written.

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

Include as written.

#### **1-02.16 Bid Amounts**

This section is added:

The Bidder agrees to hold the base bid prices for forty-five (45) days from date of bid opening.

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

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

This section is supplemented with the following:

The low bidder, for the purposes of evaluating bids and award, shall be the lowest responsive Bidder offering the lowest aggregate amount of the BASE BIDS, represented as the Total Bid on the Bid Form. A "NO BID" or "\$0" bid entered in the bid summary above for either of the Base Bids will result in disqualification of the bid. For the purposes of awarding this Contract, the Contract will be awarded to the lowest responsive Bidder meeting the qualification criteria in set forth in Section 1-02.1 of these Special Provisions. In addition, the Contracting Agency reserves the right to award the contract amount based on any or all of the bid items listed to restrict the contract amount to the funds available, and to reject any or all bids for any reason whatsoever and waive formalities as the interest of may be required.

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

Include as written.

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

This section is revised to read:

The bidder will return to the Owner a signed contract, insurance certificate(s) and bonds within five (5) days after receipt of contract. If the apparent successful bidder

fails to sign all contractual documents or provide the bond and insurance as required or return the documents within five (5) days after receipt of the contract, the Owner may terminate the award of the contract or award to the next bidder.

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

Item 1 is revised to read:

1. Be on a standard surety provided form.

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

#### **1-04.1 Intent of the Contract**

Include as written.

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

Include as written.

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

This section is supplemented with the following:

If Owner desires to order a change in the Work, it may request a written Change Order proposal from Contractor.

1. Due to the short and critical duration of this type of project, Contractor shall submit a Change Order proposal within 24 hours of the request from Owner, or within such other period as mutually agreed.
2. Contractor's Change Order proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in Work.
3. Upon receipt of the Change Order proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with the Contractor.
4. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
5. If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such

agreement shall be incorporated in a Change Order. The Change Order shall reflect full payment and final settlement of all claims for time and for direct, indirect and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.

6. A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to the Owner within 24 hours of the occurrence of the event giving rise to the request. For purposes of this part, “occurrence” means when Contractor knew, or in its diligent prosecution of the Work should have knowledge of the event giving rise to the request. If the Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify the Owner and begin to keep and maintain complete, accurate and specific daily records. Contractor shall give the Owner access to any such records and, if requested, shall promptly furnish copies of such records to Owner.
7. Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 24 hours before Contractor’s written notice to the Owner. The written notice shall set forth, at a minimum, a description of:
8. The event giving rise to the request for an equitable adjustment in the Contract Sum.
  - a. The nature of the impacts to Contractor and Subcontractors, if any; and,
  - b. To the extent possible, the amount of the adjustment in Contract Sum requested.
9. Failure to properly give such written notice shall, to the extent Owner’s interests are prejudiced, constitute a waiver of Contractor’s right to an equitable adjustment.
10. When the request for compensation relates to a delay or other change in Contract Time, Contractor shall demonstrate the impact on the critical path of the schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event:
  - a. Had specific impact on the critical path and, except in case of concurrent delay, was the sole cause of such impact; and
  - b. Could not have been avoided by re-sequencing of the Work or other reasonable alternatives.

**1-04.5 through 1-04.11 Procedure and Protest to Final Cleanup**

Include as written.

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

**1-05.1** and **1-05.2** Authority of the Engineer, Project Manager, Assistants, and Inspectors

Include as written.

#### **1-05.3 Plans and Working Drawings**

This section is supplemented with the following:

Not later than 7 days prior to the scheduled start of construction, the Contractor shall submit a written Construction Work Plan. No physical work is to be performed at the site until the Construction Work Plan is reviewed and approved by the Project Manager and Landowner. It should include:

1. A list of construction personnel and the supervisory chain of responsibility.
2. Proposed construction schedule

#### **1-05.4 Conformity With and Deviation from Plans and Specifications**

This section is supplemented with Special Condition 1-14.

#### **1-05.6 through 1-05.15 Inspection of Work and Materials to Method of Serving Notices**

Include as written.

### **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

**1-07.1** Laws to be observed

Include as written.

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

Delete 1-07.2(1) and 1-07.2(2) and replace with the following:

The total bid amounts shall include Washington State Sales Tax (WSST) as a line item. All other taxes imposed by law shall be included in the bid amount. The Owner will include WSST in progress payments according to the percent of completion. The Contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to the Owner if requested.

[Note: Contractor must bond for contract amount plus the WSST.]

#### **1-07.5 Fish and Wildlife and Ecology Regulations**

##### **1-07.5(1) General**

This section is supplemented with the following:

The owner has an FPA for the project. The owner may also have permits or approvals from the Corps, Ecology and County which the contractor must abide by.

This specification describes requirements originating from the Washington Department of Fish and Wildlife (WDFW), U.S. Fish & Wildlife Service (USFWS) and U.S. Army Corps of Engineers (ACOE) whose collective responsibility in this case is to make sure aquatic resources and fish communities are adequately protected during construction projects.

The contractor is advised that many of the requirements for protection of fish life, water quality, etc., are shown on drawings, described in Division 8. Some other agency requirements are reflected in specifications and/or drawings related to site clearing, excavation limits, re-vegetation, etc.

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

This section is supplemented with the following:

1. Prepare a Spill Prevention. Oil absorbent pads and personnel trained in spill prevention and control will be on site during all heavy equipment operations.
2. Inspect heavy equipment at least daily for any leaks of petroleum products. Repair as needed.
3. Heavy equipment needs to be pressure washed to be visibly free of all soil before shipping to the project site.

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

This section is supplemented with the following:

The Project Manager shall be responsible for obtaining all environmental permits required for construction, excluding business licenses and permits required for the Contractor's business. The Contractor shall be given a copy of the FPA and any other applicable permits. The Contractor shall always comply with all permit requirements and keep a copy of the permits on site.

#### **1-07.8 High Visibility Apparel**

Include as written.

#### **1-07.9 Wages**

Include as written.

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

Include as written.

**1-07.17 Utilities and Similar Facilities**

Include as written.

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

Include as written.

**1-07.19 through 1-07.27 Gratuities to No Waiver of State's Legal Rights**

Include as written.

**1-07.7(2) Load Limit Restrictions**

Include as written.

**1-08 PROSECUTION AND PROGRESS**

**1-08.1 through 1-08.2 Subcontracting and Assignment**

Include as written.

**1-08.4 Prosecution of Work**

Include as written.

**1-08.5 Times for Completion**

This section is revised to read:

The Contractor shall accomplish all work by the dates shown on the Project Schedule. The contractor may work beyond normal business hours as approved by the project manager.

**1-08.6 through 1-08.8 Suspension of Work to Extensions of Time**

Include as written.

**1-08.9 Liquidated Damages**

Include as written.

**1-08.10 Termination of Contract**

Include as written.

**1-09 MEASUREMENT AND PAYMENT**

Include as written and add the following:

All volume measurements listed on the Bid Form are based on "neat-line" AutoCAD calculations, and the contractor needs to consider that some materials have a high in-place density or shall be compacted. On-site excavation of soils will result in "swell" of the excavated materials and the Contractor's count of "haul" (to on-site stockpiles and or disposal) may exceed the Bid Form quantity by 20%.

Materials to be hauled and compacted on site may exceed the Bid Form amounts by 20%. For all excavation and backfill of native soils the contractor shall assume that the haul may exceed the list quantity up to 20%.

**1-09.7 Mobilization**

Include as written.

**1-10 TRAFFIC CONTROL**

Include as written.

**1-11 SAFETY PRECAUTIONS**

This section is added:

1. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the work.
2. In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the work and other persons who may be affected by the work; prevent damage to materials, supplies and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with chapter 296-800 WAC and all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the work may affect them.
3. Contractor shall maintain an accurate record of exposure data on all incidents relating to the work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies or equipment. Contractor shall immediately report any such incident to Owner and appropriate jurisdictions. The Owner shall, always, have a right of access to all records of exposure.
4. All work shall be performed with due regard for the safety of the public. Contractor shall perform the work to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
5. In an emergency affecting the safety of life or the work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if authorized or instructed.

6. Nothing provided in this section shall be construed as imposing any duty upon the Owner with regard to, or as constituting any express or implied assumption of control or responsibility over, project site safety, or over any other safety conditions relation to employees or agents of the Contractor or any of its Subcontractors, or the public.

### **1-13 TEMPORARY UTILITIES**

Include as written:

### **1-14 STAKING**

This section is added:

1. The Engineer will furnish all primary control and establish control coordinates for locating the principal components of the Work with a suitable number of benchmarks and control points adjacent to the Work.
2. The Contractor will develop and make all detailed surveys needed for construction of the work involved. The Contractor shall be held responsible for the preservation of all primary and other control coordinate staking.
3. The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes and grades necessary for the construction of this project.
4. The Contractor shall provide the Engineer copies of any calculations and staking data when requested by the Engineer.
5. The Contractor shall ensure a surveying accuracy within 0.1 feet vertical and horizontal of the specified elevations.

### **Documents Included:**

- A. Advertisement for Bids
- B. Bid Form
- C. Drawings & Specifications
- D. Applicable Permits

### **Bonds and Insurance Required:**

- A. Contract Bond (Performance Bond)
- B. Standard Liability Insurance (as described in WSDOT Standards 1-07.18)

## **DIVISION 2 – EARTHWORK**

### **2-09 STRUCTURAL EXCAVATION**

#### **2-09.1 Description**

This section is supplemented with the following:

This item includes excavation and disposal of fill to remove the culvert and install the new bridge, excavation for the new channel connection and removal and disposal of the old culvert. This item also includes clearing and grubbing associated with the removal.

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

This section is supplemented with the following:

1. Fill shall be removed and spoiled at a location as shown on the project plans. The channel excavation material will be a very wet silty fines and clay with some woody debris. The contractor shall be careful to not over excavate the site. Excavated material shall be graded to match existing contours and seeded and covered with straw mulch.
2. During the channel excavation the Engineer shall be informed immediately if bedrock is encountered.
3. Remove the culvert and haul off site.
4. Trees and Large Woody Debris encountered during the fill removal shall be placed to the side and incorporated into the new channel and slopes for habitat and erosion control.

#### **2-09.4 Measurement**

This item will be measured based on the lines and grades shown on the plans.

#### **2-09.5 Payment**

Payment will be made in accordance with Section 1-04.1, for the following Bid items:

***Roadway Excavation and Disposal***  
***Channel Excavation and Disposal***

## **DIVISION 4 – Bases**

### **4-01 ROAD**

#### **4-01.1 Description**

This section is supplemented with the following:

This item includes backfill behind the bridge abutments and rock for the new road surface.

#### **4-01.2 Materials**

Crushed Surfacing	9-02.9(3)
Select Borrow	9-03.14(2)

#### **4-01.3 Construction Requirements**

This section is supplemented with the following:

1. The Crushed Surfacing and/or Select Borrow shall be hauled, dumped, graded and compacted per the plans. Final grade around the culvert shall be compacted and hand raked and sloped to drain.

#### **4-01.4 Measurement and Payment**

Measurement and Payment for this item will be per the bid list for the completed road installation and will include the full price for hauling, placing, and compacting for the following bid items:

***Crushed Surfacing***  
***Select Borrow***

## **DIVISION 6 – STRUCTURES**

### **6-03 STEEL STRUCTURES**

Supplement with the following:

#### **6-03.1 Description**

This work consists of installing a 40 foot span by 14 foot wide steel bridge, rock foundation, common borrow backfill and concrete backwalls.

#### **6-03.2 Materials**

The bridge and pre-cast sills and all associated miscellaneous items to assemble the bridge will be provided by the Bridge Vendor>

The Contractor shall provide all additional required materials for the project. Materials shall meet the requirements of the following sections:

Construction Geotextile	9-33 (Table 7, Woven)
Quarry Spalls (Foundation Rock)	9-13.6
Select Gravel Backfill	9-03.12 (2)
Precast Concrete	6-02.3(28)

### **6-03.3 Construction Requirements**

1. The contractor shall coordinate the bridge delivery date with the Bridge vendor. The Project Manager will provide the contact information. The contractor must be on site and is responsible for unloading the bridge and inspecting all the needed materials before unloading. The bridge vendor allows a maximum 2 hour unloading time, and the contractor should plan accordingly.

The contractor shall also pre cast the concrete backwalls off site.

2. Install construction geotextile and riprap.

3. Foundation for the pre-cast sills shall be excavated to grade, geotextile fabric placed, and then backfilled with spalls to form a burrito wrap. The spalls shall be compacted with the excavator bucket.

**Note: Do not disturb the native ground under the foundation for a distance of 3' towards the stream.**

The geotextile shall overlap a minimum of four feet. Place upper portion of riprap to complete riprap installation. Crushed surfacing rock can then be placed to assist leveling of the final surface for the pre-cast sills.

**Note: The engineer must be contacted 7 days prior to the subgrade excavation to inspect the subgrade soils.**

4. Place and level to grade the pre-cast sills, and install the bridge.

5. Install Concrete Backs Walls

Concrete backwalls shall be formed and poured by the contractor as per the plans off site. Concrete shall be 4000 psi, 5 sacks per cubic yard, 3.5 inch slump, water to cement ration 0.45.

6. Place Select Gravel Backfill and compact in 12 inch lifts to subgrade and backfill around the overflow culvert to be removed.

### **6-03.4 and 6-04.4 Measurement and Payment**

Measurement and payment will be per the bid list for the portion of each work item completed. The geotextile will be considered incidental to the quarry spall placement.

The following items will be measured by completing the installation per the project plans with payment as per completion of the entire bridge installation.

**Foundation Rock  
Precast Concrete Backwalls  
Install Bridge**

**6-05 PILING**

Supplement with the following:

**6-05.1 Description**

This work consists of driving steel sheet pile to the lines and grades shown on the project plans.

**6-05.2 Materials**

Materials shall meet the requirements of the following sections:

Steel Sheet Piling 9-10.5

Note: Used sheet pile will be allowed based on the condition and factors noted as follows:

- Length, which can be measured with the use of a string line for straightness
- The overall, visible exterior condition, including the quality of interlocks
- The degree to which kinks, camber, or twist exists in interlocks
- Thickness (be sure to measure it in micrometers)
- The level of corrosion and whether or not it compromises structural integrity

**6-05.3 Construction Requirements**

1. Sheet pile shall be driven with an excavator mounted vibratory mounted driver head. Pile may be driven in water if allowed by environmental permits. Pile shall be driven to the depth and dimensions shown on the project plans.

**6-05.4 and 6-05.4 Measurement and Payment**

Measurement and payment will be per the bid list for the portion of each work item completed.

**Sheet pile**

**DIVISION 8 – MISCELLANEOUS CONSTRUCTION**

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

### **8-01.1 Description**

This section is supplemented with the following:

All work must be isolated from the flowing water. Clean seepage water may be pumped back into the creek. Seepage water contaminated with sediment from the construction must be pumped off site and allowed to infiltrate or into a construction filter bag.

1. Install two sandbag cofferdams at the upstream and downstream end of the project site and two fish screens. Fish screens shall be stretched nylon block nets 9.5 mm mesh size. Screens shall be checked 3X per day. Once work area is isolated fish must be removed. Remove fish using dip nets or seines made of soft (non-abrasive) material. Make two complete passes without capture. Fish shall remain in container no more than 10 minutes. Fish release site to be determined by Project Manager.

2. Install one or two dewatering sumps (one at each end of the excavation) to collect seepage water and pump downstream, if not contaminated with sediment). Contaminated sediment shall be pumped out into the adjacent forest to settle out fines (or use a construction filter bag). If fish are present pump shall have a fish screen with 0.087” max opening in the narrow direction.

### **8-01.3(1) General**

This section supplemented with the following:

The Contractor shall be aware of the potential for erosion, and silt entrained from newly excavated surfaces. The Contractor shall control the potential for erosion of materials from freshly exposed excavated surfaces.

In anticipation of rain events, the Contractor shall be prepared to place BMPs with Project Managers approval. It is the Contractor’s responsibility to install and maintain BMPs as necessary to prevent siltation and comply with all applicable permit regulations for surface water quality standards.

Erosion and sediment control BMPs to be used shall be as described in “The Stormwater Management Manual for Western Washington”.

### **8-01.3(1) Water Management**

This section is modified as follows:

In performing work near the water, the Contractor shall pay attention to the conditions of issued permits and authorizations requiring the minimization of turbidity and siltation and adherence to water quality requirements.

All work shall be scheduled and performed in a manor appropriate with the conditions of the HPA.

All excavation shall be done “in the dry,” meaning that no excavation shall occur where groundwater is within one foot of vertical elevation measured below the excavation.

The Contractor shall clean up each portion of the site immediately after construction is completed in that area. Cleanup shall follow 1-04.11 Final Cleanup. In addition, any disturbed surfaces shall be restored.

#### **8-01.4 Measurement and 8-01.5 Payment**

No unit of measurement will apply to “Erosion and Water Pollution Control”

#### **8-01.5 Payment**

Payment will be made for “Erosion and Water Pollution Control” as per the bid list. The lump sum payment shall be full compensation for all installing, monitoring, maintain and removing all water control features.

Measurement and Payment for this item shall be full compensation for all installing, monitoring, maintain and removing all water control features.

### ***Erosion and Water Pollution Control***

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

This section is added.

#### **8-5.1 Description**

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

#### **8-5.3 Construction Requirements**

1. From Prather Road the access road is 0.7 miles to the site.
2. The condition of the access road is variable, most is drivable, but a few spots will require grading and tree removal for equipment access. The road is an old railroad grade and has some base rock.
3. The contractor shall visit the site, walk the access route and assess the overall improvements needed for equipment access, hauling in the sheet pile and bridge and rock materials.

#### **8-5.4 Measurement**

Measurement will be per the bid list.

### **8-5.5 Payment**

Payment will be made in accordance with Section 1-04.1 for the following bid items.

### ***Temporary Access and Staging***

### **8-26 STREAMBED GRAVEL**

This is a new section:

#### **8-26.1 Description**

This work includes over excavating 50 cubic yards (12” thickness) under the bridge area and backfilling with select material (streambed gravel) from the excavated material in the road fill.

#### **8-26.2 Materials**

Material shall be reviewed and approved by the engineer.

#### **8-26.3 Construction Requirements**

1. Excavate the channel 12 inches below final grade at the dimensions shown on the project plans.
2. Place the streambed gravel to form the channel shape shown on the plans.

#### **8-26.4 Measurement and Payment**

Measurement and payment will be per the bid list for the completed stream channel for the following items:

### ***Streambed Gravel***

### **8-27 LARGE WOODY DEBRIS**

This is a new section.

#### **8-27.1 Description**

This work includes procurement and installation of large woody debris in the stream channel as shown on the plans.

#### **8-27.2 Materials**

Material shall meet the requirements of the following sections:

See Project Plans: 6 Cubic Yards Slash, 24 Single Logs and 12 Key logs.

#### **8-27.3 Construction Requirements**

**Note: The engineer must be contacted 7 days prior to the LWD being hauled to the site and for installation for inspection.**

After the channel excavation is complete the Engineer will direct the placement of the LWD.

#### **8-27.4 Measurement and Payment**

Measurement and payment will be per the bid list for the completed stream channel for the following items:

#### ***Large Woody Debris***

### **8-28 RESTORATION**

This section is added.

#### **8-28.1 Description**

The work consists of seeding and mulching all disturbed ground surfaces, and seeding, mulching, and covering with Geojute and slopes which drain directly to the stream. This item also includes removing all debris from the site as directed by the project manager and cleanup of the work and staging areas.

#### **8-28.2 Materials**

Material shall meet the requirements of the following sections:

Geojute Erosion Control Fabric (or similar)  
Seed  
Straw Mulch

#### **8-28.3 Construction Requirements**

##### **1. Seeding, Mulching, and GEOJUTE**

The Contractor shall seed, mulch and cover with GEOJUTE per manufacturer's specifications (and as described below). Seed mix shall be approved by the Project Manager. Mulch shall consist of grass hay or straws (2000 lbs/acre). The soil to be covered shall be graded or raked free of clods and large stones without compacting. Seed and mulch shall be distributed evenly over the prepared soil. GEOJUTE shall be secured at the top of the slope by toeing in 6" deep. Reinforce with a row of 5 staples at one foot spacing and cover with soil. Roll fabric down the slope (leave loose do not over stretch) to a level elevation. Fold 6 inches under and secured with staples. Place staples 18" to 24" apart throughout to secure matting to ground. All staples must be driven flush with soil Surface. Overlap the edges a minimum of 6".

#### **8-28.4 and 5 Measurement and Payment**

Banick – Chehalis River Trib  
LCD

Measurement and Payment will be based on the item from the bid list completed as shown on the project plans.

“Site Restoration”, lump sum

## **DIVISION 9 – MATERIALS**

### **9-03 Aggregates**

9-02.9(3) Crushed Surfacing

9-03.14(2) Select Borrow