

# **SNOHOMISH CONSERVATION DISTRICT**

## **PUBLIC WORKS PROJECT DOCUMENTS**

FOR

### **MOGA BACK CHANNEL RESTORATION PROJECT**

#### **OWNER**

##### **Snohomish Conservation District**

528 91<sup>st</sup> Avenue NE, Suite A  
Lake Stevens, WA 98258

#### **BOARD OF SUPERVISORS**

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Adam Farnham, Vice-Chair  
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Monte Marti

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## INSTRUCTIONS TO BIDDERS

### PART 1 - GENERAL

#### 1.01 NOTICE

- A. Notice is hereby given that Snohomish Conservation District ("District" or "Owner") will receive bids for the

#### **Moga Back Channel Restoration Project**

- B. The Project consists of reconnecting the Snohomish River to a side channel by excavation of new channels, installation of two (2) 12 foot diameter culverts, installation of large woody material, and spreading and plowing excavated material in the fields.

#### **Description of Work**

The Project consists of reconnecting the Snohomish River to a side channel at river mile 16.7; thus creating a back-channel for salmon rearing habitat. Re-connection will consist of excavation of new channels, installation of two (2) 12 foot diameter culverts, installation of large woody material, and spreading and plowing excavated material in the fields. All work must be completed between August 1 – September 30, 2016. Planting of trees and shrubs in Zones 2-5 (Contract Drawings, Sheet 6) will be completed by the District and is not to be included in the bid.

The project work includes, but is not limited to the following:

- Mobilization
- Clearing and grubbing
- Existing culvert (24 inch diameter) removal and disposal
- Channel and Culvert Trench Excavation, stockpile material for re-use as culvert embankment backfill
- Channel excavation, material haul, spread and disc into field
- Culvert installation (2)
- Culvert embankment backfill (2)
- Culvert stream sediment placed
- Large Woody Debris (LWD) installation
- Temporary Erosion & Sediment Control (TESC)
- Surface Water Pollution Prevention Plan (SWPPP) activities
- Water Management
- Finish grading
- Hydroseeding

#### 1.02 BID SUBMITALL DEADLINE

- A. Bid Submittal Deadline is: **12:00 PM (Noon), May 5<sup>th</sup>, 2016**

- B. The bids will be received at the offices of Snohomish Conservation District, 528 91<sup>st</sup> Ave NE, Suite A, Lake Stevens, WA 98258. The Original Bid Documents shall be delivered to the District's office by the Bid Submittal Deadline in one of the following methods:
  - a. A copy of the bid documents can be faxed to 425-335-5024 to the attention of Moga Back-Channel Restoration Project.
  - b. An electronic copy of the bid documents, saved in the PDF file format, can be emailed to [cindy@snohomishcd.org](mailto:cindy@snohomishcd.org) to the attention of "Moga Back-Channel Restoration Project".
  - c. A copy of the bid documents can be delivered by courier or US Mail.
- C. If a copy of the Bid Documents has been submitted by fax or email, the apparent low Bidder shall submit the original bid documents within two (2) days of the Bid Submittal Deadline.
- D. Bids will be made available for public review one (1) hour after the Bid Submittal Deadline.
- E. It is solely the responsibility of the Bidder to see that their Bid is received in proper time. Any Proposal received after the scheduled deadline for receipt of Bids regardless of cause will be returned to the Bidder.
- F. The District reserves the right to waive minor irregularities in the Bid or delivery of the Bid.

### **1.03 PRE-BID MEETING**

- A. An informal meeting and site visit for interested contractors will be held at **1:30 PM, Monday, April 18<sup>th</sup>**. All prospective bidders are encouraged to attend. This will be the only time entry is allowed before the Bid Submittal Deadline as the project site is on private property. For more information on this meeting, contact Cindy Dittbrenner at (425) 377-7005.

### **1.03 BID SUBMITTAL REQUIREMENTS**

- A. As part of the formal bid, the Bidder shall complete and submit the following:
  - 1) Public Works Bid Proposal
  - 2) Mandatory Bidder Responsibility Checklist
  - 3) List of Completed Projects
  - 4) Supplemental Bidder Certification
  - 5) Bid Bond
- B. All proposals shall contain the following information:
  - 1) Proper name of the Bidder
  - 2) Bidder's License Number
  - 3) Bidder's UBI Number.
  - 4) Bidder's Business licenses for the City in which the work will be completed.
  - 5) Bidder's address, phone number, and fax number to which all communication regarding the Bid is to be directed.
  - 6) All names must be typed or printed below the signature.

#### **1.04 PROJECT DOCUMENTS**

A. The Project Documents consist of the following:

- 1) Instructions to Bidders
- 2) Public Works Bid Proposal
- 3) Mandatory Bidder Responsibility Checklist
- 4) List of Completed Projects
- 5) Supplemental Bidder Certifications
- 6) Mandatory Subcontractor Responsibility Checklist
- 7) Public Works Contract
  - a. Exhibit A – Summary of Work
  - b. Exhibit B – Technical Specifications
  - c. Exhibit C – Performance and Payment Bonds
- 8) 2014 Standard Specifications for Road, Bridge and Municipal Construction, WDOT
- 9) Special Provisions and District Standard Details
- 10) General Engineering Specifications
- 11) Other Plans and Specifications (as referenced)

#### **1.05 PERTINENT TIME CONSTRAINTS**

All work must be completed between August 1 – September 30, 2016.

#### **1.06 SUBCONTRACTOR LISTING**

- A. Each Bidder shall provide a list of all Subcontractors proposed to perform or render service for a portion of the Work, including (1) the Subcontractor's name and business address, and (2) the portion of the Work to be performed by each proposed Subcontractor. Only one Subcontractor shall be listed for each portion of the Work so defined by the Bidder. The proposed Subcontractors must be licensed according to the state and jurisdiction where the work is located.
- B. The apparent low bidder shall complete and submit the Mandatory Subcontractor Responsibility Checklist within two business days of the Bid Submittal Deadline.

#### **1.07 AWARD**

- A. If award is made, the Owner will award the Public Works Contract at the prices named in the Bid to the lowest responsive, responsible Bidder complying with Instructions to Bidders. The Owner reserves the right to reject any or all Bids, and to waive any irregularities or informalities of any Bid. The competency and responsibility of Bidders as evidenced by the information accompanying the Proposals, which will be subject to verification, will be considered in making the award.
- B. An award, if award is made, will be made and finalized no later than May 18<sup>th</sup>, 2016 and no Bidder may withdraw their Bid before such date.

## **PART 2 – BIDDER RESPONSIBILITY CRITERIA**

### **2.01 MANDATORY BIDDER RESPONSIBILITY CRITERIA**

- A. It is the intent of Owner to award a contract to the lowest responsible bidder. Pursuant to RCW 39.04.350, before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder shall be required by the Owner to submit documentation demonstrating compliance with the criteria. The Owner reserves the right to request such documentation from other bidders. The bidder must:
1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
  2. Have a current Washington Unified Business Identifier (UBI) number;
  3. If applicable:
    - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
    - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
    - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- B. The Bidder shall complete the Mandatory Bidder Responsibility Checklist in the Project Documents and submit it to the Owner at the time of Bid.

### **2.02 COMPLETION OF SIMILAR PROJECTS**

- A. The Bidder shall have successfully completed projects of a similar size and scope as required by the contract documents for this project. In evaluating whether the projects were "successfully completed," the Owner may check owner references for the previous projects and may evaluate the owner's assessment of the Bidder performance.
- B. The Bidder shall submit a list of project of similar size, scope and type to this project completed within the last three (3) years. For the purposes of meeting this criterion, the Owner has determined that "similar size, scope and type to this project" means project that have the following characteristics:
- Large steel culvert installation, excavation & hauling, large wood habitat installation in wetland setting.
- C. The Bidder shall complete the List of Completed Projects and submit it to the Owner at the time of Bid.

### **2.03 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA**

- A. In addition to the Mandatory Bidder Responsibility Criteria, and Completion of

Similar Projects, referenced above, the Bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the Project. When requested, the Bidder shall provide the Owner with documentation as evidence that they meet the supplemental bidder responsibility criteria, and such documentation must be submitted to the Owner within two business days after its request. The Owner reserves the right to request such documentation from other bidders.

B. The Bidder shall complete the Supplemental Bidder Certifications in the Project Documents and submit it to the Owner at the time of Bid.

C. Business Status

The Bidder shall not be "inactive" or "not in good standing" with the Washington State Secretary of State's Office, the Department of Revenue or the Department of Labor & Industries.

D. Subcontractor Responsibility

The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.

E. Claims Against Retainage and Bonds

The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects during the previous five years that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances acceptable to the Owner.

F. Termination for Cause

The Bidder shall not have had any public works contract terminated for cause by a government agency during the five year period immediately preceding the bid submittal deadline for this project, unless there are extenuating circumstances acceptable to the Owner.

G. Liquidated Damages

The Bidder shall not have been assessed liquidated damages related to the performance of a public works contract by a government agency during the five year period immediately preceding the bid submittal deadline for this project, unless there are extenuating circumstances acceptable to the Owner.

H. Litigation

The Bidder shall not have been a party as a plaintiff or defendant in any lawsuits in Washington State superior or district court in the Puget Sound region (defined as King, Kitsap, Pierce, Snohomish and Thurston Counties) or federal district court for Western Washington in the last five years involving performance or payment issues relating to a public works contract which were resolved adversely to the Bidder through judgment or settlement, unless there are extenuating circumstances acceptable to the Owner.

I. Delinquent State Taxes

The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

J. Federal Debarment

The Bidder shall not currently be debarred or suspended by the Federal government.

K. Public Bidding Crimes

The Bidder shall not have been convicted of a crime involving bidding on a public works contract within five years from the bid submittal deadline.

**2.04 PROCEDURE TO REQUEST MODIFICATION OF SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA**

During the bidding period, but not later than five (5) business days before the bid submittal deadline, a potential bidder may request that the Owner modify the supplemental bidder responsibility criteria. The Owner shall evaluate any such requests, and if a decision is made by the Owner in its sole discretion to modify the criteria, such modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents. If the Owner determines not to modify the supplemental criteria, the Owner shall notify the requesting bidder of its decision in writing.

**2.05 APPEAL OF DETERMINATION THAT BIDDER DOES NOT MEET RESPONSIBILITY CRITERIA**

If the Owner determines that a bidder does not meet the bidder responsibility criteria set forth in this section and is therefore not a responsible bidder, the Owner shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within twenty-four (24) hours of receipt of the Owner's determination by presenting additional information in writing to the Owner. The Owner shall consider the additional information before issuing its final determination in writing. If the final determination affirms that the bidder is not responsible, the Owner will not execute a contract with any other bidder until two (2) business days after the bidder determined to be not responsible has received written notice of the final determination. For the purposes of this subsection, the date of the Owner's transmission of the Owner's determination(s) by facsimile or electronic mail to the bidder at the facsimile number or e-mail address provided by the bidder in its bid shall constitute the date of receipt by the bidder of the written notices provided for herein.

**PART 3 – INSURANCE AND BONDS**

**3.01 INSURANCE**

The Contractor shall obtain and keep in force during the term of the Contract public liability and property damage insurance in the amounts and coverages as required in the Public Works Contract.

**3.02 PERFORMANCE AND PAYMENT BONDS**

The Successful Bidder will be required to furnish and pay for Performance and Payment bonds as required in the Public Works Contract for the faithful performance and payment of all its obligations under this Contract.

**PART 4 – MISCELLANEOUS PROVISIONS**

**4.01 PREVAILING WAGES**

A. The Successful Bidder shall pay prevailing wages as required and shall comply

with chapter 39.12 RCW and chapter 49.28 RCW or as those statutes may be amended. Notice of intent to pay prevailing wages and prevailing wage rates for the project must be posted for the benefit of workers.

- B. Pursuant to RCW 89.16.040 and RCW 39.04.010, certain land rehabilitation projects may be considered to be the work of “reclamation districts” and are not subject to the prevailing wage requirements. If all or any portion of the Project is exempt from the requirement to pay prevailing wages under chapter 39.12, the Owner will issue an appropriate notice to bidders so that bids may be prepared accordingly. Unless notice is given by the Owner, bidders should assume that the prevailing wage requirements of chapter 39.12 RCW will apply.
- C. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by this reference made a part of this Contract as though fully set forth herein.
- D. A copy of the Prevailing Wage Rates can be obtained in the following formats:
  - i. An electronic version of the Prevailing Wage Rates for Journey and Apprentice levels can be obtained from the following Department of Labor and Industries web site:  
[www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp](http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp)
    - The County for which the work is to be completed shall be: Snohomish County
    - The Effective Date for rate shall be: April 1<sup>st</sup>, 2016
  - ii. A copy of the Prevailing Wage Rates for this project can also be reviewed and obtained at the District’s Headquarters at the address listed above.
  - iii. A copy of the Prevailing Wage Rates can be sent by US Mail upon request.

#### **4.02 SAFETY AND PROTECTION**

- A. The Successful Bidder shall be responsible for all the safety of the Project site, including but not limited to trench safety systems and traffic control.
- B. Where the Project work includes excavation, the Bid shall include a separate lump sum cost for providing, installing and maintaining trench safety systems as required by chapters 49.17 and 39.04 RCW.

#### **4.03 ACCESS TO FACILITIES, PREMISES AND RECORDS**

- A. Representatives of the Owner shall have access to the work whenever it is in preparation or progress, and proper facilities shall be provided by the Contractor for such access and inspection. Representatives shall have access to any books, documents, papers, and records of the Contractor, which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

**END OF SECTION**

## PUBLIC WORKS BID PROPOSAL

**PROJECT NAME:** Moga Back-Channel Restoration Project

**BID SUBMITTAL DEADLINE:** 12:00 PM (Noon), May 5<sup>th</sup>, 2016

**ATTENTION:** Moga Back-Channel Restoration Project, Cindy Dittbrenner

### **PART 1 - GENERAL**

**1.01** Bids should be delivered to the District Office in accordance with the Instructions to Bidders.

**District Office:**

Snohomish Conservation District  
528 91<sup>st</sup> Avenue NE, Suite A  
Lake Stevens, WA 98258

Phone: (425) 335-7005  
Fax: 425-335-5024  
Email: [cindy@snohomishcd.org](mailto:cindy@snohomishcd.org)

Copies of Bids in a PDF file format can be emailed to the email address listed above. Faxed or emailed bids require that the Successful Bidder submit the original Bid Documents to the District within two (2) days of the Bid Submittal Deadline.

### **1.02 PROPOSAL**

The undersigned Bidder hereby certifies that the Bidder has examined the location and construction details of work, is familiar with the local conditions at the place where the work is to be done, and has read and thoroughly understands the Project Documents governing the work and the method by which payment will be made for said work and hereby propose to undertake and complete the work in accordance with said Project Documents and that the Bidder will take in full payment therefor the sums set forth in the following Bid Schedule.

### **1.03 BID CONDITIONS**

It is expressly understood and agreed that the following Bid Schedule amounts are the basis for establishing the low bidder for award of the Contract and that the GRAND TOTAL is not to be construed to be a lump sum bid. It is further understood that quantities in the Bid Schedules for unit price items are approximate only, and that payment of a contract will be made only on the actual quantities of work completed in place, measured on the basis defined by the applicable Measurement and Payment provisions of the Project Documents. Bid prices shall be exclusive of any sales tax, which will be separately compensated based upon actual contract payments.

### **1.04 BIDDER INFORMATION**

Proper Name of Bidder: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_ UBI No: \_\_\_\_\_

City of [\*\*\*] Business License No.: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## **1.05 SCHEDULE OF ITEMS**

ITEM					UNIT	TOTAL
NO.	Spec	WORK OR MATERIAL	QUANTITY	UNITS	PRICE	COST
1	1-04.4	Force Account for Extra Work	1	EST	\$10,000	\$10,000
2	1-05	Construction Surveying	1	LS		
3	1-05.4	Plans and Working Drawings	1	LS		
4	1-09.7	Mobilization	1	LS		
5	2-01	Clearing and Grubbing	3	ACRE		
6	2-02	Structure Removal	1	EA		
7	2-03.3(14)E	Unsuitable Foundation Excavation	50	CY		
8	2-03 7-08.3(3)	Excavation and Embankment Backfill	1200	CY		
9	2-03	Excavation and Haul (Spread and Disk)	7910	CY		
10	6-04	Log Construction (LWD Type 1)	55	EA		
11	6-04	Log Construction (LWD Type 2)	8	EA		
12	6-04	Log Construction (LWD Type 3)	3	EA		
13	7-02 7-08.3(3)	East Culvert	80	LF		
14	7-02 7-08.3(3)	West Culvert	54	LF		
15	8-01	Erosion / Water Pollution Control (TESC, SWPPP with SPCCP and CESCL)	1	LS		
16	8-01.3(1)C	Water Management	1	LS		
17	8-01.3(2)B	Seeding, Fertilizing, and Mulching	10.8	ACRE		

18	9-03.11(1)	Streambed Sediment	300	TON		
19	9-03.14	Gravel Borrow	50	CY		
20		Misc.	1	LS		
		LS = Lump Sum				<b>SUBTOTAL =</b>
		CY = Cubic Yards				<b>WSST 7.7% =</b>
		LF = Linear Feet				
		EA = Each				
		EST = Estimate				<b>GRAND TOTAL =</b>

Bidder acknowledges receipt of Addenda by checking the box(es):

1

2

3

4

**1.06 BID SUMMARY**

Bid Amount \_\_\_\_\_

Washington State Sales Tax @ [7.7]% \_\_\_\_\_

GRAND TOTAL in figures, including tax \_\_\_\_\_

GRAND TOTAL in words, including tax \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

## MANDATORY BIDDER RESPONSIBILITY CHECKLIST

The following checklist will be used by Owners in documenting that a Bidder meets the mandatory bidder responsibility criteria. Bidders shall print a copy of the applicable documentation from the appropriate website to include with this checklist. This form and associated documentation shall be submitted as part of the Bidder's Bid.

<b>General Information</b>	<b>Bid Submittal Deadline: 12:00 PM (Noon), May 5<sup>th</sup>, 2016</b>
Project Name: <b>Moga Back-Channel Restoration Project</b>	Project Number:

<b>Bidder's Business Name:</b>	
<b>Contractor Registration</b> – <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>	
License Number:	Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
<b>Current UBI Number</b> – <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
UBI Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Industrial Insurance Coverage – Attach a copy of the Employer Liability Certificate that is available at:</b> <a href="https://fortress.wa.gov/lni/crpsi/MainMenu.aspx">https://fortress.wa.gov/lni/crpsi/MainMenu.aspx</a>	
Account Number:	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Employment Security Department Number –</b>	
Employment Security Department Number:	
<b>State Excise Tax Registration Number –</b> <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
Tax Registration Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Contractor Licenses –</b> <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>	
Electrical: If required, Electrical Contractor's License?	Elevator: If required, Elevator Contractor's License?

<b>Contractor and Plumber Infraction List –</b> <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/Violations/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/Violations/default.asp</a>	
Is Bidder on Infraction List? Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Not Disqualified from Bidding –</b> <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp</a>	
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Name and Address of Registered Agent, General Partner or Managing Member</b>	
Name and Title:	Address:

<b>For District Use During Review</b>		
<ul style="list-style-type: none"> <li>• Has Bidder provided the following documentation or information</li> </ul>		
• Employer Liability Certificate?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
• Employment Security Department on account number?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
• Electrical Contractor's License Number?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
• Elevator Contractor's License?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Checked by:</b>		
Name of Employee:		Date:

## LIST OF COMPLETED PROJECTS

List at least three projects completed in the previous three (3) years where similar work has been completed. Include project name, contract award amount, date awarded, project description and customer name and contact information. You may provide this same information in a different format or document.

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

**Contract Award Amt:** \_\_\_\_\_ **Date of Award:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_  
\_\_\_\_\_

**Customer Contact:** \_\_\_\_\_

\*\*\*

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

**Contract Award Amt:** \_\_\_\_\_ **Date of Award:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_  
\_\_\_\_\_

**Customer Contact:** \_\_\_\_\_

\*\*\*

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

**Contract Award Amt:** \_\_\_\_\_ **Date of Award:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_  
\_\_\_\_\_

**Customer Contact:** \_\_\_\_\_

\*\*\*

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

**Contract Award Amt:** \_\_\_\_\_ **Date of Award:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_  
\_\_\_\_\_

**Customer Contact:** \_\_\_\_\_

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

**Contract Award Amt:** \_\_\_\_\_ **Date of Award:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

\_\_\_\_\_

**Customer Contact:** \_\_\_\_\_

\*\*\*

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

**Contract Award Amt:** \_\_\_\_\_ **Date of Award:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

\_\_\_\_\_

**Customer Contact:** \_\_\_\_\_

\*\*\*

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

**Contract Award Amt:** \_\_\_\_\_ **Date of Award:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

\_\_\_\_\_

**Customer Contact:** \_\_\_\_\_

\*\*\*

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

**Contract Award Amt:** \_\_\_\_\_ **Date of Award:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

\_\_\_\_\_

**Customer Contact:** \_\_\_\_\_

## SUPPLEMENTAL BIDDER CERTIFICATIONS

As part of the Supplemental Bidder Responsibility Criteria documentation, the Bidder shall complete all of the following Certifications by checking the appropriate boxes and signing the bottom portion of the form. If the Bidder has been involved in any of the described activities, then on a separate sheet, provide a written explanation as discussed below.

### **Termination for Cause Certification / Explanation**

Instructions to Bidders: **check the appropriate box**

- The undersigned certifies that the Bidder has not had any public works contracts terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project.
- Alternatively, the undersigned confirms that the Bidder has had any public works contracts terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project.

If the Bidder has had any public works contracts terminated for cause as discussed above, provide a written explanation for all contracts terminated for cause by identifying the Project contract which was terminated, the government agency which terminated the contract, the date of the termination, and a description of the circumstances surrounding the termination.

### **Liquidated Damages Certification / Explanation**

Instructions to Bidders: **check the appropriate box**

- The undersigned certifies that the Bidder has not been assessed liquidated damages related to the performance of a public works contract by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project.
- Alternatively, the undersigned confirms that the Bidder has been assessed liquidated damages related to the performance of a public works contract by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project.

If the Bidder has been assessed liquidated damages as discussed above, provide a written explanation for all liquidated damages paid by identifying the Project, the government agency which assessed the liquidated damages, the amount of the liquidated damages, the date the liquidated damages were paid, and a description of the circumstances surrounding the assessment.

## **Litigation Certification / Explanation**

Instructions to Bidders: **check the appropriate box**

The undersigned certifies that the Bidder has not been a party as a plaintiff or defendant in any lawsuits, in Washington State superior or district court in the Puget Sound region (defined as King, Kitsap, Pierce, Snohomish and Thurston Counties) or federal district court for Western Washington, during the five (5) year period immediately preceding the bid submittal deadline for this Project, involving performance or payment issues relating to a public works contract, which were resolved adversely to the Bidder through judgment or settlement.

Alternatively, the undersigned confirms that the Bidder has been a party as a plaintiff or defendant in a lawsuit, in Washington State superior or district court in the Puget Sound region (defined above) or federal district court for Western Washington during the five (5) year period immediately preceding the bid submittal deadline for this Project, involving performance or payment issues relating to a public works contract, which were resolved adversely to the Bidder through judgment or settlement.

If the Bidder has been involved in litigation as discussed above, provide a written explanation for all lawsuits in which the Bidder has been involved in the preceding five (5) years, identifying the parties, court, case number, status of case, and judgment and penalties, if appropriate.

## **Public Bidding Crimes Certification / Explanation**

Instructions to Bidders: **check the appropriate box**

The undersigned certifies that the Bidder has not been convicted of a crime involving bidding on a public works contract.

Alternatively, the undersigned confirms that the Bidder has been convicted of a crime involving bidding on a public works contract.

If the Bidder has been convicted of a public bidding crime as discussed above, provide a written explanation of the conviction(s) in which the Bidder was involved, identifying the parties, court, case number, status of case, and judgment and penalties, if appropriate.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Proper Name of Bidder)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

## MANDATORY SUBCONTRACTOR RESPONSIBILITY CHECKLIST

The following checklist may be used by Owners, Contractors and Subcontractors in documenting that a subcontractor of any tier meets the subcontractor responsibility criteria. Bidders shall print a copy of documentation from the appropriate website to include with this checklist. This form and associated documentation shall be submitted as part of the Supplemental Bidder Responsibility Criteria.

<b>General Information</b>	
Project Name: <b>Moga Back-Channel Restoration Project</b>	Project Number:

Subcontractor's Business Name:	Subcontract Execution Date:
--------------------------------	-----------------------------

<b>Subcontractor Registration</b> – <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>	
-----------------------------------------------------------------------------------------------------------------------	--

License Number:	Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
-----------------	-----------------------------------------------------------------------------

Effective Date (must be effective on or before Subcontract Bid Submittal Deadline):	Expiration Date:
-------------------------------------------------------------------------------------	------------------

<b>Current UBI Number</b> – <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

UBI Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
-------------	----------------------------------------------------------------------------------

<b>Industrial Insurance Coverage – Attach a copy of the Employer Liability Certificate that is available at:</b> <a href="https://fortress.wa.gov/lni/crpsi/MainMenu.aspx">https://fortress.wa.gov/lni/crpsi/MainMenu.aspx</a>	
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

Account Number:	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
-----------------	------------------------------------------------------------------------------

<b>Employment Security Department Number –</b>	
------------------------------------------------	--

Employment Security Department Number:	
----------------------------------------	--

<b>State Excise Tax Registration Number –</b>	
-----------------------------------------------	--

<a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
-----------------------------------------------------------------------------------------------------------------------------------------------	--

Tax Registration Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
--------------------------	----------------------------------------------------------------------------------

<b>Contractor Licenses –</b> <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>	
-------------------------------------------------------------------------------------------------------------------	--

<u>Electrical</u> : If required, Electrical Contractor's License?	<u>Elevator</u> : If required, Elevator Contractor's License?
-------------------------------------------------------------------	---------------------------------------------------------------

<b>Contractor and Plumber Infraction List –</b> <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/Violations/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/Violations/default.asp</a>	
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

Is Subcontractor on Infraction List?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--------------------------------------	----------------------------------------------------------

<b>Not Disqualified from Bidding –</b> <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp</a>	
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

Is the Subcontractor listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries?	Yes <input type="checkbox"/> No <input type="checkbox"/>
---------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------

<b>Name and Address of Registered Agent, General Partner or Managing Member</b>	
---------------------------------------------------------------------------------	--

Name and Title:	Address:
-----------------	----------

**For District Use During Review**

- Has Bidder provided the following documentation or information
- Employer Liability Certificate? Yes  No
- Employment Security Department on account number? Yes  No
- Electrical Contractor's License Number? Yes  No
- Elevator Contractor's License? Yes  No

Checked by:

Name of Employee:

Date:

**BID BOND**

1. KNOW ALL PERSONS that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_, as Surety, are held and  
firmly bound unto \_\_\_\_\_ (hereafter called the  
"Owner") in the penal sum of five percent (5%) of the amount of the bid referred to in paragraph 2  
below, but not to exceed \_\_\_\_\_ dollars (\$\_\_\_), as  
hereinafter set forth and for the payment of which sum well and truly to be made we bind  
ourselves, our executors, administrators, successors and assigns, jointly and severally, by these  
presents;

2. WHEREAS, the Principal has submitted a bid to the Owner for the construction of the  
project known as Moga Back Channel Restoration Project.

3. NOW, THEREFORE, the condition of this obligation is such that if the Owner shall  
accept the bid of the Principal, and

a. the Principal shall execute such contract documents, if any, as may be required by the  
terms of the bid and give such Contractor's Bond or Bonds for the performance of the  
contract and for the prompt payment of labor and material furnished for the project as  
may be specified in the bid, or

b. in the event of the failure of the Principal to execute such contract documents, if any, and  
give such Contractor's Bond or Bonds, if the Principal shall pay to the Owner the  
difference, not to exceed the penal sum hereof, between the amount specified in the bid  
and such larger amount for which the Owner may in good faith contract with another party  
to construct the project, then this obligation shall be void, otherwise to remain in full force  
and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed  
and their respective corporate seals to be affixed and attested by their duly authorized  
representatives this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Title

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

ATTEST:

By \_\_\_\_\_

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

\_\_\_\_\_  
Title

# PUBLIC WORKS CONTRACT

## Project Name: Moga Back-Channel Restoration Project

This Contract is made on this \_\_\_\_\_, 20\_\_\_\_, between Snohomish Conservation District ("District"), a governmental subdivision of the State of Washington, and \_\_\_\_\_ ("Contractor").

In consideration of the terms and conditions contained in this Contract and attached and made a part of this Contract, the parties agree as follows:

1. Project. Contractor shall do all work and furnish all tools, materials, and equipment for the District's public works project known as \_\_\_\_\_ ("Project") in accordance with and as more fully described in the Summary of Work and Technical Specifications attached hereto as **Exhibits A and B** and incorporated herein by this reference.
2. Work. The term Work, as used in this Contract, means the construction, and services necessary or incidental to fulfill Contractor's obligations in conformance with this Contract.
3. Project Cost. The District shall pay Contractor \_\_\_\_\_ (\$\_\_\_\_\_) plus applicable Washington State sales tax of \_\_\_\_\_ percent for a total of \_\_\_\_\_ (\$\_\_\_\_\_) ("Project Cost"). The Project Cost includes all costs associated with the Project, including, but not limited to, labor, materials, overhead, administrative, and permit and regulatory costs, unless otherwise agreed to by the parties in writing.
4. Payment Terms. The Project Cost shall be payable in the following manner: On or before the 26<sup>th</sup> day of each month, Contractor shall submit a detailed monthly pay application for all Work or services provided describing in reasonable and understandable detail the work completed during the previous month, the progress of the Work, and the requested payment in an amount proportionate to the work completed. The District shall pay the pay application within thirty (30) days after approval of the pay application, pursuant to the terms below:
  - a. In cases of single payment, the District shall make payment only after all appropriate releases are submitted.
  - b. In cases of multiple payments, the District shall retain monies as required by RCW 60.28 and pay the retainage as provided therein.
5. Change Orders. The District may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the specifications within the scope of this contract. Oral orders will not be binding on the District unless confirmed in writing by the District. Except as provided herein, no order, statement, or conduct of the District will be treated as a change hereunder or will entitle the Contractor to an equitable adjustment. If any change hereunder causes an increase or decrease in the Contractor's cost of, or time required for, the performance or any part of the work under this contract, an equitable adjustment will be made and the contract modified in writing accordingly. However, no claim will be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as required.

If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall, within five (5) days after receipt of a written change order from the District or after giving the District written notice required above, as the case may be, submit to the District a written statement setting forth the general nature and monetary extent of such claim; provided the District, in its sole discretion, may extend such five (5) day submittal period upon request by the Contractor. The Contractor shall supply such supporting documents and analysis for the claims as the District may require to determine if the claims and costs have merit.

No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this contract.

6. Completion Deadline/Liquidated Damages. Contractor shall commence work under this Contract upon receipt of notice to proceed from the District. The Project must be completed no later than September 30<sup>th</sup>, 2016. If the Project is not completed by such date, then because of the difficulty in computing the actual damages to the District arising from any delay in completing the Project Work, the parties determined in advance and it is agreed by the parties that Contractor shall pay the District \$ 300.00 for each calendar day that the Work remains incomplete after expiration of the specified completion date. The parties agree that such amount represents a reasonable forecast of the actual damages the District will suffer by failure of the Contractor to complete the Work within the agreed upon time. The execution of this Contract constitutes an acknowledgement by the Contractor that the Contractor has ascertained and agrees that the District will actually suffer damages in the above amount.
7. Warranty. Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, and free from defective workmanship and materials. Contractor further warrants that the Work shall be free from defects in workmanship and material, and shall transfer to the District all written warranties related to the Work performed and equipment installed. Contractor guarantees payment of all obligations incurred in this Work until final acceptance of the Work and for one (1) year thereafter.
8. Standard Specifications. All work, materials and testing shall conform to the Construction Specifications described in Exhibit B and the Division 1 General Requirements of the "2012 Standard Specifications for Road, Bridge and Municipal Construction", (Standard Specifications) prepared by the Washington State Department of Transportation/American Public Works Association, which are expressly incorporated herein by this reference except as herein supplemented or modified by the Project Documents. The Contractor is encouraged to review the Standard Specifications to ensure the knowledge and understanding of their terms and conditions incorporated herein and/or to obtain copies of such Standard Specifications from the WSDOT/APWA. The Standard Specifications are hereby modified to reflect that the District shall be substituted for all references to the "State" or "Contracting Agency." In addition, the terms of this Agreement and the other Project Documents shall take precedence over the Standard Specifications and any conflict between other Project Documents and the Standards Specifications and other Project Documents shall be resolved in favor of the other Project Documents.
9. Prevailing Wages. Contractor shall pay prevailing wages as required and shall comply with RCW 39.12 and RCW 49.28. Notice of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of workers. At the completion of the Project,

Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification. Final payment on the Contract shall be withheld until the District receives certification from the Department of Labor and Industries that prevailing wage requirements have been satisfied.

10. Bond. Contractor shall provide bid, performance and payment bonds for the faithful performance and payment of all its obligations under this Contract and in accordance with RCW 39.08.010. The performance bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship and payment of damages sustained by the District on account of such defects, discovered within one (1) year after final acceptance by the District. If this Contract is for less than \$35,000, Contractor authorizes the District, in lieu of a bond, to retain 50% of the Contract amount for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.
11. Indemnification. Contractor shall defend, indemnify, and hold harmless the District, its officials, officers, managers, employees, engineers, agents, and volunteers from and against all demands, claims, losses, injuries, damages, liabilities, suits, judgment, attorneys' fees and costs, and other expenses of any kind on account of, relating to or arising out of Contractor's work under this Contract, except to the extent such injuries or damages are caused by the negligence of the District. For the purposes of this indemnification, Contractor specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this Contract is subject to RCW 4.24.115, Contractor's obligation to defend, indemnify, and hold harmless the District, its officers, employees, agents and volunteers shall be limited to the extent of the District's negligence. The provisions of this paragraph shall survive the expiration or termination of this Contract.
12. Insurance. Contractor shall obtain, and keep in force during the term of this Contract, insurance policies as follows:
  - a. Commercial General Liability. Limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CG 00 01) covering Commercial General Liability.
  - b. Automobile Liability Insurance. Limits no less than \$1,000,000.00 combine single limit per accident for bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CA 00 01) covering Business Auto Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.
  - c. Workers' Compensation. Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable Federal or "other States" State Law.

- d. Employer's Liability or "Stop Gap". Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.
- e. The insurance policies shall specifically name the District, its elected or appointed officials, officers, employees, and volunteers as insured with regard to damages and defense of claims arising from (1) activities performed by or on behalf of the Contractor; or (2) products and completed operations of the Contractor; or (3) premises owned, leased, or used by the Contractor.
- f. The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to the District; and (3) shall state that the District will be given at least 30 days' prior written notice of any cancellation, suspension or material change in coverage.
- g. Before commencing work and services, Contractor shall provide to the District a Certificate of Insurance evidencing the required insurance accompanied by endorsements as are necessary to comply with the requirements of this paragraph. The District reserves the right to request and receive a certified copy of all required insurance policies.
- h. Any payment of deductible or self-insured retention shall be the sole responsibility of Contractor.

13. Job Safety/Housekeeping.

- a. Safety and Duty of Care. Contractor shall provide all safety equipment or require all approved subcontractor(s) to furnish the required safety equipment. Contractor shall reimburse the District for any liability incurred as a result of safety violations resulting from the Contractor's or approved subcontractor's actions or conduct. Contractor will develop and implement an Accident Prevention Program that includes its roles and responsibilities, includes training and corrective action for violations, and is tailored to the requirements of the particular job. Contractor shall adequately communicate work rules to all workers and approved subcontractors. Where appropriate, Contractor shall develop a written site specific safety plan that identifies hazards and the means to address the hazards. Contractor shall confirm the existence of approved subcontractor(s)' programs / plans and compliance with WISHA rules and conformance with the Project. Contractor shall establish an overall process to discover and control recognized hazards. Contractor shall be required to demonstrate that it has effectively enforced in practice its Accident Prevention Program when safety violations are discovered. Contractor shall include appropriate provisions in its contracts with any approved subcontractors to ensure compliance with the requirements of this provision.
- b. Trench Excavation Safety System. On public works projects in which trench excavation will exceed a depth of four (4) feet, any contract therefor shall require adequate safety

systems for the trench excavation that meet the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW. This requirement shall be included in the cost estimates and bidding forms as a separate item. The costs of trench safety systems shall not be considered as incidental to any other contract item, and any attempt to include the trench safety system as an incidental cost is prohibited.

- c. Forest Protection. Contractor shall become acquainted with and obey all applicable State laws and regulations for fire prevention. Contractor shall consult with the local warden for any required permits, firefighting equipment, and burning regulations. Contractor shall be responsible for strict observance of any of these laws and regulations. Contractor shall take all reasonable precautions to prevent and suppress forest fires and shall require its employees and those of any subcontractor to work under the direction of the District when necessary to accomplish this. Contractor shall immediately notify the nearest Department of Natural Resources office of any forest fires and the exact location, and do all in its power to suppress them. Contractor shall conduct all activities in full accordance with all rules and regulations of the Forest Practices Act of 1987. A copy of these regulations may be obtained from any DNR Regional Office.
  - d. Miscellaneous. All work done shall be done in a manner that minimizes interruptions or inconvenience to the public and/or District staff. All work shall be carried on with due regard for the safety of the public, and Contractor shall maintain strict compliance with the appropriate provisions relating to control of traffic and pedestrians through work areas as set forth in the Manual on Uniform Traffic and Control Devices (current edition) as adopted by the Washington State Department of Transportation. Property and streets adjacent to the Project site shall be kept free and clear at all times from accumulations of mud, dirt, gravel, rock and other matter. Contractor will be responsible for daily and final clean up and disposal of refuse, waste and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the Project site. Should the District determine Contractor is not fulfilling its obligation in this regard, the District reserves the right to take such action as may be necessary, and to charge Contractor with any costs that may be incurred in such remedial action.
14. Prior Notice of Excavation. Contractor shall provide prior notice of the scheduled commencement of excavation to all owners of underground facilities and utilities, through locator services.
15. Protection of Existing Structure, Equipment, Vegetation, Utilities, and Improvements.
- a. Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation at or near the Project site, and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair

the damage promptly, District may have the necessary work performed and charge the cost to Contractor.

- b. Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

16. Layout of Work.

- a. Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.
- b. Contractor shall layout the Work from District-established baselines and bench marks indicated on the Technical Specifications or drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines and grades that may be established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

17. Compliance with Codes and Regulations. Contractor is expected to comply with all applicable statutes in performing Project Work, including, but not limited to all state and local laws, regulations, codes and standards that are applicable at the time Contractor performs work. Industrial Fire precaution levels shall be in force during this contract.

18. Permits, Taxes, Temporary Functions. Contractor shall secure and pay for all permits, fees and licenses necessary for the performance of this Contract beyond the permits already secured by the District (see Construction Drawings and Specifications: General Requirements). Contractor shall pay all federal, state and municipal taxes, including sales taxes, if any, for which Contractor may be liable in carrying out this Contract. Contractor shall be responsible for all temporary functions associated with its work, including but not limited to, lighting, wiring, protection, hoisting, scaffolding, rigging, flagman, drinking water, storage, ventilation and heat.

19. Termination. If Contractor: (a) fails to provide a sufficient number of properly skilled workers or a sufficient quantity of suitable materials or adequate equipment; (b) fails to diligently prosecute work according to the Project schedule; (c) causes, by act or omission, stoppage, delay, or interference of the Work; (d) fails to correct or repair any damaged or defective work or materials; (e) fails to comply with any provisions of this Contract; (f) becomes insolvent or adjudged bankrupt; or (g) fails to make prompt payment to lower tier subcontractors or suppliers, then the District may terminate this Contract upon written notice to the Contractor.

20. General Provisions.

- a. Notices. Any notice or demand desired or required to be given under this Contract shall be in writing and deemed given when personally delivered, sent by email or facsimile machine, or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the parties as set forth

below or to such other address as either party shall have previously designated by such a notice:

District:

Contractor:

Snohomish Conservation District  
528 91<sup>st</sup> Ave NE  
Suite A  
Lake Stevens, WA 98258  
Attn: Monte Marti

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

- b. Entire Agreement. This Contract and its attachments contain the entire understanding between the District and Contractor relating to the Project which is the subject of this Contract. This Contract merges all prior discussions, negotiations, letters of understanding or other promises whether oral or in writing. Subsequent modification or amendment of this Contract shall be in writing and signed by the parties to this Contract.
- c. Modification. No modification of this Contract and no waiver of rights under this Contract shall be valid or binding on the parties unless the same is in writing.
- d. Waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Contract.
- e. Assignment. Neither party shall assign, transfer or otherwise dispose of this Contract in whole or in part to any individual, firm, or corporation without the prior written consent of the other party. Subject to the provisions of the preceding sentence, this Contract shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. This Contract is made only for the benefit of the District and Contractor and successors in interest and no third party or personal shall have any rights hereunder whether by agency or as a third party beneficiary.
- f. Severability. If any term, covenant or condition of this Contract is held by a court of competent jurisdiction to be invalid, the remainder of this Contract shall remain in effect.
- g. Dispute Resolution. If any dispute, controversy, or claim arises out of this Contract, the parties agree to first try to settle the dispute, controversy, or claim in non-binding mediation with the assistance of a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who will participate in the mediation. The parties shall bear all expenses associated with the mediation equally, except for attorneys' fees.
- h. Jurisdiction/Law. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Contract shall be brought in Snohomish County Superior Court, Snohomish County, Washington.

- i. Attorneys' Fees. In the event that any party commences litigation against the other party relating to the performance, enforcement or breach of this contract, the prevailing party in such action shall be entitled to all costs, including attorneys' fees and costs and any such fees or costs incurred on appeal.

SNOHOMISH CONSERVATION DISTRICT  
("DISTRICT")

\_\_\_\_\_  
("CONTRACTOR")

By \_\_\_\_\_

By \_\_\_\_\_

Typed Name Mark Craven

Typed Name \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

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

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

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

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

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

WA Contractor's License No. \_\_\_\_\_

## EXHIBIT A - SUMMARY OF WORK

### 1.01 DESCRIPTION OF THE WORK

The Project will reconnect the Snohomish River to a side channel located at river mile 16.7; thus creating a back-channel for salmon rearing habitat. The Project consists of reconnecting the Snohomish River to a side channel by excavation of new channels, installation of two (2) 12 foot diameter culverts, installation of large woody material, haul, spreading and plowing of excavated material in the fields. See Exhibit D: Contract Drawings for details. All work must be completed between August 1 – September 30, 2016. Planting of trees and shrubs in Zones 2-5 (Contract Drawings, Sheet 6) will be completed by the District and is not to be included in the bid.

- Mobilization
- Clearing and grubbing
- Existing culvert (24 inch diameter) removal and disposal
- Channel and Culvert Trench Excavation, stockpile material for re-use as culvert embankment backfill
- Channel excavation, material haul, spread and disc into field
- Culverts installation
- Culverts embankment backfill
- Culvert stream sediment placed
- Large Woody Debris (LWD) installation
- Temporary Erosion & Sediment Control (TESC)
- Surface Water Pollution Prevention Plan (SWPPP) activities
- Water Management
- Finish grading
- Hydroseeding

**EXHIBIT B – CONSTRUCTION DRAWINGS AND SPECIFICATIONS**

**SNOHOMISH CONSERVATION DISTRICT**

**ADDRESS:** 528 91<sup>st</sup> Ave NE  
Lake Stevens, WA 98258  
**PHONE:** 425-335-5634, Ext 4  
**FAX:** 425-335-5024

**CONSTRUCTION DRAWINGS  
AND  
SPECIFICATIONS**



**PROJECT:** Moga Back-Channel Restoration Project  
**LANDOWNER:** Greg Moga  
**ADDRESS:** 15106 Shorts School Rd  
Snohomish, WA 98290

# SNOHOMISH CONSERVATION DISTRICT

## DIVISION 1: GENERAL REQUIREMENTS

### **General:**

This construction plan sets forth the requirements for this installation as shown on the drawings and described in the construction specifications and material specifications. The project shall be constructed at the location and to the lines and grades as shown on the drawings.

### **Construction Plan:**

a. Technical Specifications:

The construction specifications and material specifications describe minimum acceptable quality of work and materials for the project. The material specifications may also reference a commercial standard such as the American Society of Testing Materials, ASTM, which identifies materials. Commercial standards set forth the minimum acceptable quality of identified materials within the industry. If a conflict arises between the drawings and specifications, the specification governs the work and/or material.

b. Additional Reference Specifications:

Section 1 of the most recently published WSDOT Standard Specifications for Road, Bridge, and Municipal Construction shall apply, except as amended or deleted in the Special Provisions. Any amendments shall not nullify the section 1 language, but shall be interpreted to further clarify how the specification should be interpreted for this project. Additional sections of the Standard Specifications are included by reference throughout the plans and technical specifications. If a backdated version of the Standard Specifications is referenced, it will be specifically stated.

c. Drawings:

The drawings are a visual representation to supplement technical specifications. The drawings include location, profiles, sections, details and notes necessary to describe the work.

### **Permits:**

Federal, state and local permits will have been acquired for this restoration project before the construction start date. These include:

- Nationwide Permit 27 – Army Corps of Engineers (secured)
- Hydraulic Project Approval – WA Department of Fish and Wildlife (pending)

- Land Disturbing Activity – Snohomish County (pending)
- Flood Hazard – Snohomish County (pending)
- Shoreline Conditional Use – Snohomish County (pending)
- WA State DNR - NA

All work shall conform to permit requirements.

Permits for public road closures and traffic safety have not been obtained by the District and will be the responsibility of the Contractor to apply for and obtain (if necessary), including acquiring and/or producing any documents necessary for complete permit submittal.

Permits for installation, removal or replacement of utilities have not been obtained by the District and will be the responsibility of the Contractor to apply for and obtain, including acquiring and/or producing any documents necessary for complete permit submittal.

### **Utilities:**

No utility work is included on this project.

### **Safety:**

The contractor is responsible for compliance with all state and local laws, ordinances, codes, and/or regulations applicable for the installation. The technical representative will document any safety violations witnessed.

### **Hazardous Materials:**

Contractor is responsible for understanding and complying with all applicable local, state and federal hazardous material/waste laws and regulations for operations conducted under this contract. Such regulations pertain to, but may not be limited to, hazardous material storage, handling and transport, personnel protection, release notification and emergency response, cleanup and waste disposal. Contractor shall be responsible for restoring the site in the event of a spill.

### **Weather Limitation:**

When, in the opinion of the Project Manager, the weather is such that satisfactory results cannot be obtained in any place of operation, Contractor shall suspend operations until the weather is favorable. Before and during any suspension, Contractor shall protect the work from damage or deterioration.

### **Access:**

A proposed traffic control plan is not provided by the District. Any operations conducted by the Contractor that will require a traffic control plan, in accordance with section 1-10 of the

Standard Specifications, will require a District approved Contractor proposed traffic control plan.

### **Road Maintenance in the Project Area:**

Contractor shall be responsible for maintaining the roads used for immediate access to and within the project area from the time work begins until the Project Manager gives final acceptance. The road shall be in equivalent condition at project completion as it was prior to commencing operations. The Contractor shall be responsible for maintaining documentation of existing conditions for verification of meeting this requirement.

### **Over-Excavation:**

If the Engineer orders the Contractor to excavate below the elevations shown in the Plans, the unit Contract price per cubic yard for Pay Items 8 “Excavation and Embankment Backfill” and 9 “Excavation and Haul (and spread)” will apply. But if the contractor excavates deeper than the Plans or the Engineer requires, the District will not pay for material removed and replaced from below the required elevations. In this case, the Contractor, at no expense to the District, shall replace such material with structural backfill rock, or other such material as approved by the Engineer.

### **Clean Up:**

All Contractor generated refuse shall be removed from the project area for proper disposal prior to substantial completion of this contract. No refuse shall be burned, buried or abandoned on private or public owned lands, unless express authorization to do so is given by the legal landowner and such actions are in accordance with applicable local, state and federal laws.

#### **IMPORTANT: PLEASE READ**

These Special Provisions supplement, add new, replace, or modify the combined Standard Specifications and Amendments. For clarification of the purpose of the sections provided, these Special Provisions have the following added section descriptors:

**Supplement:** Text supplements, slightly modifies, or adds clarification to the identified section of the Standard Specifications.

**New:** Item/specification is unique to this Contract and will not be found in the Standard Specifications.

**Revision:** A substitution of the identified sentence or paragraph of the Standard Specifications

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## CONSTRUCTION SPECIFICATION

### 1-09.7: COORDINATION OF CONTRACT DOCUMENTS, PLANS, SPECIAL PROVISIONS, SPECIFICATIONS AND ADDENDA.

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Add the following after the fourth paragraph:

When there is a discrepancy in the requirements contained in the Contract Documents, the most stringent requirements shall apply.

#### 1-04.4 Changes

#### *Supplement*

Add the following after the first paragraph:

If the Snohomish Conservation District (“District”) desires to order a change in the Work per this section, a written Change Order Proposal (“COP”) may be requested from Contractor. Similarly, if Contractor believes it has encountered an event giving rise to a change in the Contract Sum and/or Contract Price per this section, the Contractor may, after following the notice requirements herein, be requested to submit a COP to the District. Whenever a COP is requested by the District, the following shall apply:

1. Due to the short and critical duration of these types of projects, Contractor shall submit a COP within 72 hours of the request from the District, or within such other period as mutually agreed.
2. If Contractor believes it encountered an event giving rise to an adjustment in the Contract Sum and/or Contract Time, Contractor shall deliver written notice to the District within 72 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 known, 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 District and begin to keep and maintain complete, accurate and specific daily records. Contractor shall give the District access to any such records and, if requested, shall promptly furnish copies of such records to the District.
3. Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 72 hours before Contractor’s written notice to the District. The written notice shall set forth, at a minimum, a description of:
  - a. The event giving rise to the request for an equitable adjustment in the Contract Sum;
  - b. The nature of the impacts to Contractor and Subcontractors, if any; and,
  - c. To the extent possible, the amount of the adjustment in Contract Sum requested.

When the request for compensation relates to a delay or other change in Contract time, or includes a request for an extension of Contract time, Contractor’s request shall be made pursuant to, and in full compliance with, Section 1-08.8 Extensions of Time.

4. Failure to properly give the written notice required herein, or elsewhere in the Contract Documents, shall constitute a complete waiver of Contractor’s right to an adjustment of

the Contract Time or Contract price resulting from the occurrence of an event as defined herein.

5. Contractor's COP shall constitute a request for 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. The Contractor waives its right to seek additional adjustments to the Contract Sum or Contract Time to the extent those amounts or time were not included in the COP.
6. Upon receipt of the COP, the District may accept or reject the proposal, request further documentation, or negotiate acceptable terms with the Contractor.
7. Pending agreement on the terms of the Change Order, the District 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 the District's written approval. If Contractor proceeds with the change in Work prior to receipt of the District's written approval, Contractor does so at its own risk and waives any right it may have to seek an adjustment in the Contract Sum or Contract Time relating to that change in Work. All Work done pursuant to any District-directed change in the Work shall be executed in accordance with the Contract Documents.
8. If the District 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 constitute 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.

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## CONSTRUCTION SPECIFICATION

### 1-05 CONSTRUCTION SURVEYING

**NEW**

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#### **Description:**

The Contractor shall provide all surveying required to complete the project. The Contractor shall be responsible for setting, maintaining, and resetting all stakes for the Work. Calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. All setting and resetting of monuments, property corners, and primary control, shall be completed by or under the direct supervision of a Washington State Registered Professional Land Surveyor (PLS). The PLS must be submitted for approval as a Subcontractor.

At the Contractor's request the District will provide the electronic CAD base files. Electronic files are provided for the Contractor's convenience and are not part of the Contract. Calculations shall be made from the Plans. The Contractor is advised to field verify the electronic files prior to their use in staking or other activities. If the signed and stamped Plans and electronic files differ, the signed and stamped Plans control. The Contractor shall not rely on the electronic files and no claim by the Contractor shall be based on the electronic files or any difference between the electronic files and the signed and stamped Plans or site conditions.

The Contractor shall direct all questions regarding correct interpretation of provided data to the Engineer. Failure to correctly interpret and utilize survey control data or Plans as provided by the Engineer shall not constitute justification for a claim of extra Work. The Contractor shall immediately notify the Engineer of any survey data discrepancy.

The Contractor shall maintain detailed survey records, including a description of the work performed on each shift, the methods utilized, and the control points used. The records shall be adequate to allow the survey to be reproduced. A copy of each day's record shall be provided to the Engineer within three business days of Engineer's request.

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

The survey work shall include but not be limited to the following:

1. Primary and Secondary Control: Verify and use the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the District. The description shall include horizontal coordinates, station, offset and elevations of all secondary control points. Provide the District an electronic copy of the secondary control points. Vertical secondary control shall be established using spirit levels, not a GPS system.
2. The Contractor shall stake clearing limits and centerline stationing one week prior to commencement of on-site construction activities. The Contractor shall allow for at least two

working days for the Engineer to approve the layout after staking. The Contractor shall assume full responsibility for detailed dimensions, elevations, and excavation slopes measured from these stakes and marks, regardless of Engineer's review and approval.

3. Clearing Limits: Clearing limits shall be marked at major angle points and at intermediate points at approximately 50 foot intervals. Staking of clearing limits is not required if the limits are defined by existing features (i.e. fence, edge of pavement) shown on the Plans and which will not be removed during construction. The clearing limits shall generally be located 5 feet beyond the toe of the fill and 10 feet beyond the top of the cut unless otherwise shown on the Plans.
4. Grading Limits (Slope Stakes): Grading limits shall be staked on the centerline at 50 foot intervals. Contractor shall establish offset reference to all slope stakes.
5. Culvert Pipes: Culvert pipes shall be staked at each end of the culvert and at horizontal and vertical angle points.
6. Subgrade and Finished Grade: Subgrade and surfacing elevations shall be set at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections and 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius of less than 10 feet.
7. Monuments: The Contractor shall establish the location of monuments shown on the Plans. The Contractor shall be responsible for locating and preserving existing monuments within the right-of-way, which shall include existing property corners on the right-of-way lines. The Contractor shall maintain a complete and accurate reference of all survey markers, monuments, property corners, on this project. The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans. All monuments shall be protected throughout the length of the project or be replaced at the Contractor's expense, unless marked on the Plans as to be removed and reset. In the event the Contractor disturbs or destroys any survey marker during the course of construction, not indicated to be removed/replaced on the Plans, the Contractor shall bear all costs of survey, resetting, legal claims, and filing state forms.  
For monuments shown to be removed or destroyed on the Plans, the Contractor's PLS shall file all required permit forms with the Department of Natural Resources (DNR), as required by RCW 58.09.130 and WAC 332-120. The form "Application for Permit to Remove or Destroy a Survey Monument" shall be signed by the PLS, and submitted directly to DNR and the Contracting Agency, within one week of Notice to Proceed. No work affecting monumentation shall commence until DNR has approved the permit. The form "Completion Report for Monument Removal or Destruction" shall be signed by the PLS and submitted to DNR and the Contracting Agency upon completion of work affecting monuments.  
The Contractor shall set the monument case and anchor pipe in accordance with Section 8-13.
8. For all other types of construction included in the Contract (including but not limited to channelization and pavement marking, conduits, junction boxes, control/service cabinets, fences, signing, landscaping, irrigation facilities, and sawcuts), provide staking and layout as required to adequately locate, construct, and check the specific construction activity.
9. Determine and record the horizontal coordinates and top and bottom elevations of

utilities encountered during excavations or potholing. Locate all surface utilities in the roadway prism prior to fill or any paving.

The Contractor shall establish all surveyed points by placing hubs and tacks with marked stakes in unpaved areas or P.K. nails with painted markings in paved areas. All surveying stakes shall be marked in accordance with WSDOT Standard Plan A-10.10-00.

The Contractor shall ensure a surveying accuracy within the following tolerances:

	<b>Vertical</b>	<b>Horizontal</b>
Slope Stakes	±0.1 foot	±0.10 foot
Subgrade Grade Stakes Set 0.04 foot Below Grade	±0.01 foot	±0.5 foot (parallel to alignment) ±0.1 foot (normal to alignment)
Surfacing Grade Stakes	±0.01 foot	±0.1 foot (parallel to alignment) ±0.1 foot (normal to alignment)
Roadway Paving Pins for Surfacing or Paving	±0.01 foot	±0.1 foot (parallel to alignment) ±0.05 foot (normal to alignment)

The Engineer may spot-check the Contractor’s surveying. These spot-checks shall not change the requirements for accuracy by the Contractor.

If errors are found, or the Engineer determines that the survey Work is insufficient for the project, the Contractor shall correct the errors and/or resolve insufficiencies, which may include removal and replacement of incorrectly installed improvements. All costs incurred to correct or complete the Work shall be at the Contractor’s expense, in accordance with Section 1-05.7.

**Payment**

Payment will be made in accordance with Section 1-04.1 for the following bid item, when included in the proposal:

Construction Surveying	Lump Sum
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The lump sum contract price for “Surveying” shall be full pay for all labor, equipment, materials, and supervision utilized to perform the Work specified, including any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts as described above, as shown on the Plans, and herein specified, including resetting markers and/or monuments purposely moved as part of the Work.

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**CONSTRUCTION SPECIFICATION**

**1-05.4 PLANS AND WORKING DRAWINGS**

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**Description:**

***Supplement***

Shop drawings and/or catalog cuts shall be furnished by the Contractor for both 12 foot diameter Culverts, called East Culvert and West Culvert on the plans. Contractor copies shall be submitted together with the Engineer's. The Contractor's copies will be returned with appropriate approval or action noted. Manufacturer's technical information shall be submitted in triplicate for all items used on this project and not furnished by the District. A review of the information for illumination and signal work will require a minimum of 7 calendar days from the date the Engineer receives the drawings. The actual time may be less depending on the accuracy and completeness of the information. Information or shop drawings with any deficiencies will require additional time for approval. Information returned to the Contractor for correction will require additional review time.

If additional time is required by the County for review of information that is complete, the Contractor may be granted an extension of time commensurate with the delay.

Work will not begin until all informational material is approved. Approval of the information is to assist the Contractor in providing specified material and does not guarantee final acceptance.

**Payment:**

Payment will be made for the following bid item

Plans and Working Drawings	Lump Sum
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## CONSTRUCTION SPECIFICATION

### 1-09.7: MOBILIZATION

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**Description:**

Mobilization consists of preconstruction expenses and the costs of preparatory Work and operations performed by the Contractor which occur before 10 percent of the total original Contract amount is earned from other Contract items. Items which are not to be included in the item of Mobilization include but are not limited to: 1. Any portion of the Work covered by the specific Contract item or incidental Work which is to be included in a Contract item or items. 2. Profit, interest on borrowed money, overhead, or management costs. 3. Any costs of mobilizing equipment for force account Work. Based on the lump sum Contract price for "Mobilization", partial payments will be made as follows: 1. When 5 percent of the total original Contract amount is earned from other Contract items, excluding amounts paid for materials on hand, 50 percent of the amount Bid for mobilization, or 5 percent of the total original Contract amount, whichever is the least, will be paid. 2. When 10 percent of the total original Contract amount is earned from other Contract items, excluding amounts paid for materials on hand, 100 percent of the amount Bid for mobilization, or 10 percent of the total original Contract amount, whichever is the least, will be paid. 3. When the Substantial Completion Date has been established for the project, payment of any amount Bid for mobilization in excess of 10 percent of the total original Contract amount will be paid. Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

**Payment:**

Payment will be made for the following bid item

Mobilization	Lump Sum
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<End of Division 1>

## DIVISION 2: EARTHWORK

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### CONSTRUCTION SPECIFICATION

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#### 2-01: CLEARING AND GRUBBING

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##### 2-01.3(1) Clearing

##### *Supplement*

Clearing shall include removal of all trees designated for removal in the area of channel excavation shown on Plans. Trees shall be removed in such a manner as not to injure standing trees, plants, and improvements which are to be preserved. Trees and plants that are not to be removed shall be fully protected from injury. The Contractor shall not operate equipment or disturb soils or vegetation outside of the limits depicted on the plans without prior approval from the Engineer. All removed trees shall be salvaged and re-used to provide habitat in the Large Wood structures. Of these trees, all with DBH greater than 12" shall be salvaged with rootwad intact. See Section 9-09.4 for Log requirements. Unless preservation of limbs is noted on the plans, the Contractor shall remove all limbs from salvaged trees, neatly cutting all limbs close to the tree trunk. Trees to be salvaged with rootwad intact shall be pushed over or otherwise cleared in such a manor so as to remove the tree without damage to the rootwad.

The Contractor shall salvage or procure approximately 30 cubic yards of woody slash material. See Section 6-04 for more information.

##### 2-01.3(2) Grubbing

The Contractor shall: 1. Grub deep enough to remove all stumps, large roots, buried logs, and other vegetative material. 2. Grub all areas: a. Indicated by the Engineer or by the Special Provisions. b. To be excavated, including area staked for slope treatment. c. Where subdrainage trenches will be dug, unsuitable material removed, or Structures built. d. In which hillsides or existing embankments will be terraced as described in Section 2-03.3(14). e. Upon which embankments will be placed, except stumps may be close-cut. A Contract may include grubbing without mentioning clearing or roadside cleanup. In that case, the Contractor shall remove and dispose of all upturned stumps and roots of windfalls that lie within the cleared area of the Right of Way, even though they are outside the area staked for grubbing. Such Work shall be incidental to other Work covered by the Contract.

##### 2-01.4: Measurement

Clearing and Grubbing" shall be combined and shall be per acre as shown in the plans.

##### 2-01.5: Payment

##### *Revision*

Payment will be made in accordance with Section 1-04.1, for the following Bid Item(s):

Clearing and Grubbing	Acre
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The per/acre contract price shall be full pay for all work to complete clearing and grubbing of all vegetated and natural material as described in the 2016 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction Plans, the project plans, and these special provisions. Work shall include all labor, tools, materials, permits as required, equipment and incidentals. Work shall also include hauling of all clearing and grubbing debris and disposal off-site.

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## CONSTRUCTION SPECIFICATION

### 2-02: STRUCTURE REMOVAL

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#### 2-02.1: DESCRIPTION

*Supplement*

The Work described in this Section includes removing and disposing of, or salvaging, materials named in the Special Provisions or identified by the Engineer. The Work also includes excavation of a new channel in the location of the removed culvert.

Add the Following:

Removal of structures includes removing an existing 12 inch diameter, 20 foot long culvert as shown on the Project Plans in the East Channel, approximate Station 1+50.

#### 2-02.3: CONSTRUCTION REQUIREMENTS

With certain exceptions, the Contractor shall remove, and dispose of the culvert. The Contractor shall arrange to dispose of waste at no expense to the District and the disposal shall meet the requirements of Section 2-03.3(7)C.

#### 2-02.5: PAYMENT

Payment shall be made in accordance with Section 1-04.1, for the following Bid item when it is included in the Proposal:

Removal of Structure	Each
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## CONSTRUCTION SPECIFICATION

### 2-03: EXCAVATION AND EMBANKMENT BACKFILL (Item No. 8)

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**Note:**

Note: Excavation has been divided into “Excavation and Embankment Backfill (described here) to include excavation and stockpiling of material for re-use in Embankment Backfill around the culverts during installation.

Another section “Excavation and Haul” (described in the next section) includes channel excavation and haul of the material to be spread and disked into the adjacent field.

#### 2-03.1: Description

#### *Supplement*

Work shall include channel excavation. Channel excavation shall be defined as excavation including haul and finish. Work shall also include removal of unsuitable material (if applicable.) If the geotechnical engineer determines that subgrade material below the culvert bedding is unsuitable, excavation and removal of unsuitable material shall be completed in order to install the culvert.

Excavation beyond the work limits identified on the Plans or as determined by the Geotechnical Consultant, unless approved by the Engineer, shall be replaced at the Contractors expense.

#### 2-03.3: Construction Requirements

#### *Supplement*

The Contractor should expect areas of highly saturated soils. The Contractor shall be responsible for controlling surface/ subsurface drainage to achieve the proposed grades and embankment placement and compaction requirements as specified and in a manner acceptable to the Engineer.

#### 2-03.3(3): Excavation below Subgrade

#### *Supplement*

Add the Following:

Perform excavation regardless of the type, nature, or condition of the material encountered, as specified, shown, or required to accomplish the construction. Excavation and finish grading shall be conducted to within 0.1 feet vertically and 0.5 feet horizontally of alignment, grade, and cross sections shown in the Plans or established by the Engineer. Excavation excludes any Clearing and Grubbing, excavation for Structures, or Removal of Structures and Obstructions if it is designated in other pay items as specified in the Contract.

The contours shown represent the general shape of the land but the intent is that all slopes, grade breaks, etc., shall be shaped to create a natural-looking finished grade surface. Areas outside of the grading limits shall be protected and remain undisturbed to protect vegetation.

## **Temporary Stockpile**

***New***

Material excavated from the channels or culvert trench intended to be re-used in the culvert embankment backfill shall be temporarily stockpiled in a convenient location nearby in the field. Temporary stockpiles shall be no more than 1.5H: 1V and compacted with a tracked vehicle and covered if inclement weather is expected.

## **2-03.3(14) B: Earth Embankment Construction**

***Supplement***

Add the Following:

Embankment includes excavating from the stockpile, hauling onsite, placing, compacting, and fine grading embankment material, as shown in the Project Plans. Embankment material is defined as excavated material suitable for reuse for site grading and fill. Material shall meet "Common Borrow" requirements (9-03.14(3)) and moisture content requirements to achieve desired compaction or as approved by the Engineer. The Contractor shall notify the Engineer one working day before using excavated material to construct any embankment.

Embankment and finish grading shall be conducted to within 0.1 feet vertically and 0.5 feet horizontally of alignment, grade, and cross sections shown in the Plans or established by the Engineer. If topsoil is included in the Project Plans, finished grade shall be met at the top of the topsoil layer. Topsoil shall be placed in accordance with Section 9-14.

Embankment includes final placement, compaction, and grading of all excavated materials regardless of the type, nature, or condition of the material. The Contractor shall reshape and re-compact fills subjected to vehicular traffic. Embankment excludes any Clearing and Grubbing, embankment or backfill for Structures, topsoil placement, or Removal of Structures and Obstructions if it is designated in other pay items as specified in the Contract.

The contours shown represent the general shape of the land but the intent is that all slopes, grade breaks, etc., shall be shaped to create a natural-looking finished grade surface. Areas outside of the grading limits shall be protected and remain undisturbed to protect vegetation.

## **2-03.3(14) C Compacting Earth Embankments**

***Revision***

Delete the Following:

"Method B. The top 2-feet of each embankment shall be compacted to 95-percent of the maximum density as determined by the compaction control tests described in Section 2-03.3(14)D All material below the 2-foot level shall be compacted to 90-percent of the same maximum density. In the top 2 feet, horizontal layers shall not exceed 4-inches in depth before compaction. No layer below the top 2-feet shall exceed 8-inches in depth before compaction. The Contractor shall use compacting equipment approved by the Engineer."

Substitute the Following for the Deletion:

"Method B. When constructing backfill of embankments, fill shall be placed in 18" lifts and shall be compacted by routing loaded haul equipment over its entire width. Alternatively compaction may be achieved by 8 passes (minimum) of a Cat 330 excavator or equivalent. Topsoil materials placed within the top 6" of embankment shall not be compacted."

**2-03.3(14) E Unsuitable Foundation Excavation**

**Supplement**

The amount of unsuitable foundation to be removed (if any) will be dependent upon the field conditions and inspection by the geotechnical engineer. For the purpose of generating a uniform bid, quantities were estimated by the Engineer. Actual field quantities will vary.

**2-03.4 Measurement**

**Revision**

“Channel Excavation and Embankment Backfill” shall be measured in place per cubic yard.

“Unsuitable Foundation Removal, Inc. Haul” shall be measured per cubic yard.

**2-03.5 Payment**

**Supplement**

Unsuitable Foundation Excavation and Haul	Cubic Yard
Excavation and Embankment Backfill	Cubic Yard

The per cubic yard price for “Channel Excavation and Embankment” shall be full pay for labor, materials, tools, equipment and other incidental costs necessary to provide the work described in 2-03.1, as indicated on the Plans, the Standard Specifications and these Special Provisions.

Payment will be subject to 1-04.6, Variation in Estimated Quantities.

The per cubic yard price for “Unsuitable Foundation Removal Inc. Haul” shall be full pay for labor, materials, tools and equipment and all other incidental costs necessary to remove unsuitable foundation underneath the culvert, as deemed required by the Engineer.

Payment will be subject to 1-04.6, Variation in Estimated Quantities.

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## CONSTRUCTION SPECIFICATION

### 2-04: EXCAVATION AND HAUL (SPREAD and DISK) (Item No. 9)

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#### 2-04.1: Description

This Work consists of excavating channels, transporting excavated material from its original site to its final place, spreading the material and disking it into the fields. . It also includes Dust Control per section 2-04.3. The final locations shown in the Plans are only approximate. The Engineer may change the final locations to help equalize quantities of materials or to dispose of surpluses. The Contracting Agency will not pay extra for cross-hauling unless the Engineer so orders.

#### 2-04.2: Special Provision

Spread excavated material in field in designated areas as indicated in the Plans and in lifts no more than 6 inches, disk into surrounding soil with a tractor and disk.

#### 2-04.3: On-Site Dust Control on Unpaved Roads

*New*

During mobilization, construction, operation, maintenance, and demobilization of the project, Contractor will suppress dust by applying water. Contractor will apply water to the active construction work area as needed and if applicable to the work site, without creating unnecessary muddy areas and problems with track-out. Use of process waters to control fugitive dust is strictly prohibited

#### 2-03.4: Measurement

“Excavation and Haul” shall be measured in place per cubic yard.

#### 2-04.4: Payment

Payment will be made in accordance with Section 1-04.1, for the following Bid item when it is included in the Proposal:

Excavation and Haul (Spread and Disk)	Cubic Yard
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<End of Division 2>

## DIVISION 6: STRUCTURES

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### CONSTRUCTION SPECIFICATION

#### 6-04 TIMBER STRUCTURES (LWD Type 1, 2 & 3)

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##### 6-04.1: Description

*Revision*

Substitute the Following:

This Work shall consist of all labor, materials, tools, and equipment necessary to install the large woody debris (LWD) habitat structures and placed logs as shown on the Plans, or as directed by the Engineer, in accordance with these Special Provisions, to enhance stream habitat. The Structures shall conform to the dimensions, lines, and grades required by the Plans, the Engineer, and these Special Provisions.

##### 6-04.2: Materials

*Revision*

Substitute the Following:

Materials shall meet the requirements of the following sections:

1. Logs (LWD Structures)           Section 9-09.4
2. Woody Slash                    Section 9-04.1(3)

##### 6-04.3: Construction Requirements

*Revision*

Substitute the Following:

###### 6-04.3(1): Storing and Handling Material

At the Work site, the Contractor shall store all timber and logs in piles. Weeds and rubbish under and around these piles shall have been removed before the wood material is stacked. Untreated logs shall be open stacked at least 12 inches above the ground. It shall be piled to shed water and prevent warping.

6-04.3(2) Large Woody Debris (LWD) Habitat Structure Types 1 and 2 and 3. Work under this item shall consist of furnishing all labor, tools, equipment and material necessary to install the LWD Habitat Structures Types 1, 2 and 3 in accordance with the Project Plans, Standard Specifications, and these Special Provisions. The Contractor shall furnish and install all materials as shown on the Plans.

The Contractor shall clear and grub the work area in accordance with Section 2-01, excavate for installation of the structure in accordance with Section 2-03.3(3), install the Logs, Racking Logs, and Woody Slash as shown on the Plans and directed by the Engineer, and backfill the structure in accordance with Section 2-03.3(14) B. Large Woody Debris habitat Structures shall be placed near the locations shown on the Plans or as staked by the Engineer prior to installation. Logs will be arranged and buried as indicated otherwise in the

Plans. Log size, length, and material shall comply with the specifications shown in the Plans and contained in these Special Provisions. Each LWD Type 3 structure shall receive a minimum of 10 cubic yards of woody slash.

**6-04.3(3): Large Woody Structures Types 1, 2 and 3**

***Revision***

Work under this item shall consist of furnishing all labor, tools, equipment and material necessary to place logs in the floodplain, channel, and the restored upland area in accordance with the Plans, Standard Specifications, and these Special Provisions.

The Contractor shall clear and grub the work area in accordance with Section 2-01, sawcut logs, excavate for installation of the logs in accordance with Section 2-03.3(3), install the Logs as shown on the Plans and directed by the Engineer, and backfill the structure in accordance with Section 2-03.3(14)B. Clearing and Grubbing, Excavation, and Embankment work performed under this Section shall be included in the unit bid price for Large Woody Structures Types 1, 2 and 3 and no additional compensation shall be allowed therefor.

**6-04.4: Measurement**

***Revision***

Substitute the Following:

“Large Woody Debris Channel Spanning Jam, Single Log (Type 1),

“Large Woody Debris Channel Spanning Jam (Type 2),

”Large Woody Debris Angled Channel Margin Jam” (Type 3)

Large Woody Debris shall be measured on a unit basis for each structure installed and approved by the Engineer.

**6-04.5: Payment**

***Revision***

Substitute the Following:

Payment will be made in accordance with Section 1-04.1, for each of the following Bid items that are included in the Proposal:

Log Construction (LWD Type 1)	Per Each	55 total
Log Construction (LWD Type 2)	Per Each	8 total
Log Construction (LWD Type 3)	Per Each	3 total

Payment for “Large Woody Debris Habitat Structure Types 1, 2 and 3” will be made at the contract unit price bid and shall include furnishing all necessary labor, materials, tools, equipment, and incidentals and shall be full pay for all Work described in this Section.

<End of Division 6>

## DIVISION 7: STORM DRAIN UTILITIES

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### CONSTRUCTION SPECIFICATION

#### 7-02: CULVERT STRUCTURES

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##### 7-02.1: Description

##### *Supplement*

Work shall include installation of two (2) aluminized steel 12 foot (144 inch) diameter round culverts. Contractor shall select a manufacturer meeting the requirements provided in Section 9-05 and in the plans. These specifications shall be submitted for approval by the Engineer. Contractor shall then install the culvert per manufacturer specifications and geotechnical consultant field conditions recommendations for the culvert bedding.

##### 7-02.3: Construction Requirements

Culverts shall be constructed in accordance with Section 7-08.3.

##### 7-02.3(1): Placing Culvert Pipe

If needed due to field conditions, a dike or plug of impervious material shall be placed near the intake end of the culvert to prevent piping. The dike shall be 2 feet long and adequately surround the pipe to form an impervious barrier. When suitable impervious materials are not available at the site, suitable backfill shall be obtained as provided in Section 2-09.3(1) E. The ends of the pipe or pipe arch shall be rigidly supported to prevent movement before and during the construction of end walls or headers. Culverts shall not be left extending beyond the staked limits unless approved by the Engineer

##### 7-02.3: Measurement

The length of culvert pipe or pipe arch will be the number of linear feet of completed installation measured along the invert. Pipe placed in excess of the length designated by the Engineer will not be measured or paid for.

##### 7-02.4: Payment

Payment will be made in accordance with Section 1-04.1, for each of the following Bid items that are included in the Proposal:

East Culvert (12 ft diameter)	Per Linear Foot	80'(FT) total
West Culvert (12 ft diameter)	Per Linear Foot	54'(FT) total

<End of Division 7>

## DIVISION 8: MISCELLANEOUS CONSTRUCTION

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### CONSTRUCTION SPECIFICATION

#### 8-01: EROSION / WATER POLLUTION CONTROL

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##### 8-01.1: Description

##### *Supplement*

Add the Following:

This Work shall consist of furnishing and implementing a Stormwater Pollution Prevention Plan (SWPPP), and installing, maintaining, removing, and disposing of high visibility fence (construction limit fence), silt (filter) fence, silt curtain, and Temporary Sediment and Erosion Control (TESC) Best Management Practices (BMPs) in accordance with the Plans, these Special Provisions all federal, state, local and permit requirements and as directed by the Engineer. Permanent revegetation of the project area will be completed by others unless otherwise stated in the Contract. The Contractor shall be responsible for all temporary erosion control measures during construction and until the Notice of Termination is issued to meet all federal, state, local and permit requirements. Furthermore, the Contractor shall be responsible for removal and disposal of all high visibility fence, silt fence, silt curtain, and TESC BMPs when work is complete.

##### 8-01.3: Construction Requirements

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

##### *Supplement*

Add the Following:

The Contractor shall furnish and implement a Stormwater Pollution Prevention Plan (SWPPP). Under this SWPPP, the Contractor shall install, maintain, remove, and dispose high visibility orange fence, filter fence, silt curtain, and temporary pollution control and erosion control measures that may be shown on the plans, specified in the Special Provisions, required by federal, state, local, or permit requirements, or directed by the Engineer during the life of the contract. All exposed and unworked soils shall be stabilized by application of effective BMPs that protect the soil from the erosive forces of raindrop impact, flowing water, and wind. Water shall also be applied to all exposed soils and erodible materials to prevent blowing by wind (See Section 1.07 Legal Relations and Responsibilities to the Public). Said work is intended to provide prevention, control, and abatement of water and air pollution within the limits of the project and to minimize damage to the work, adjacent properties, streams or other bodies of water. The Contractor is responsible for compliance with all federal, state, local, and permit requirements. Any fines, judgments, or other penalties leveled against the Contractor or the District as a result of the Contractor's failure to comply with federal, state, local, and permit requirements shall be the responsibility of the Contractor with no additional compensation allowed therefor.

Temporary erosion control measures shall remain in place until permanent measures are established either under this Contract or by others. If it is requested by the District or the Engineer, the Contractor shall leave high visibility orange fence and/or TESC BMPs in place for up to one (1) year post completion of construction and shall be responsible for removing and disposing of the high visibility orange fence and/or TESC BMPs within that year and

upon request of the District or the Engineer with no additional compensation allowed therefor.

**8-01.3(1) A: Submittals**

***Revision***

Substitute the Following:

A draft Temporary Erosion and Sediment Control (TESC) Plan and Construction Sequencing Plan is included in the Plans. The Contractor shall submit a Stormwater Pollution Prevention Plan (SWPPP) which meets the requirements outlined in Section S9 of the Construction Stormwater General Permit issued by the Washington State Department of Ecology, current edition, to the Engineer prior to the pre-construction conference. The SWPPP shall also integrate the requirements of Section 1-07.15(1) Spill Prevention, Control, and Countermeasures Plan (SPCCP). Furthermore, the SWPPP shall detail the Contractor's proposed methods for dewatering work areas and diverting surface and groundwater flows around the work areas. Diversion and dewatering details shall include but not be limited to the location, materials, tools, and equipment proposed for performing dewatering and diversion activities and a construction schedule detailing the order in which work will take place and how the work will be coordinated to be completed within the proposed construction period.

In addition to preparation and implementation of the SWPPP, the Contractor shall be responsible for the inspection, documentation and reporting requirements required by the Department of Ecology permit. The Department of Ecology requires the site inspections be completed by a Certified Erosion and Sediment Control Lead (CESCL). The Contractor shall provide a CESCL to oversee their inspection, documentation, and reporting program. The Contractor shall also obtain the Engineer's approval of the SWPPP and the Contractor's chosen erosion and sediment control lead prior to beginning any Work. Failure to approve all or part of any such Plan shall not make the District liable to the Contractor for any Work delays. Costs to prepare and implement the SWPPP, inspect, monitor and report shall be included in the lump sum price paid for the bid item "TESC."

**8-01.3(1) C: Water Management**

***Revision***

Substitute the Following:

Work under this Section shall consist of furnishing all labor, tools, equipment, and materials necessary to sufficiently dewater the site for the installation of any improvements that require earthwork as shown on the project Plans. Site water shall be managed as follows:

1. Groundwater – Groundwater can be expected/anticipated to be encountered at any time the existing ground is disturbed within the project area, as a majority of the project area is within or adjacent to wetlands. When ground water is encountered in an excavation, it shall be treated and discharged as follows:

- a. When the ground water conforms to Water Quality Standards for Surface Waters of the State of Washington (WAC 173-201A), it may bypass detention and treatment facilities and be routed directly to its normal discharge point at a rate and method that will not cause erosion.
  - b. When the turbidity of the ground water is similar to the turbidity of the site runoff, the ground water may be treated using the same detention and treatment facilities being used to treat the site runoff and then discharged at a rate that will not cause erosion.
  - c. When the turbidity is greater than the turbidity of the site runoff, the ground water shall be treated separately until the turbidity is similar to or better than the site runoff, and then may be combined and treated as in b, above.
2. Stream Flow and Off-Site Water - The project site is located adjacent to the Snohomish River. The site is subject to periodic rain storm run-off and periodic flood events. It also provides habitat for threatened and endangered salmonids. Diversion and dewatering of surface waters may be needed to perform work in and around the existing creek channel for the construction of project improvements. Flow diversions shall not impede fish migration. Prior to disruption of the normal watercourse, the Contractor shall intercept the stream flow or off-site stormwater and pipe or otherwise divert it either through or around the project site. This water shall not be combined with on-site stormwater. It shall be discharged at its preconstruction outfall point in such a manner that there is no increase in erosion below the site. The method for performing this Work shall be submitted by the Contractor for the Engineer's approval.
  3. Process Water - High pH process water or wastewater (non-stormwater) that is generated on-site, including water generated during concrete grinding, washout, and hydro-demolition activities, shall not be discharged to waters of the State, including wetlands. Water may be infiltrated upon the approval of the Engineer. Off-site disposal of concrete process water shall be in accordance with Section 5-01.3(11). All water generated on site from construction or washing activities that is more turbid than site runoff shall be treated separately until the turbidity is the same or less than the site runoff, and then may be combined and treated as in 1.b, above. Water may be infiltrated upon the approval of the Engineer.

Waters removed from construction work areas shall be pumped to dewatering areas which may be shown on the Plans or other locations approved by the Engineer. Removed waters shall not be discharged back to any other surface water body unless they meet the requirements of the Water Quality Standards for Surface Waters of the State of Washington (WAC 173-201A).

The Contractor shall be familiar with the hydrology, weather, soils and other natural conditions present at the project site (See available MOGA Back-Channel Restoration – Design Report completed by Cardno for additional site information). The Contractor shall be prepared to handle any conditions which may be encountered. Failure to perform any item of the Work required in the Contract due to an inability to sufficiently dewater the site or divert flows shall not constitute grounds for additional compensation.

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

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

## **Seeding**

Areas to be cultivated are shown in the Plans and include Zone 1 of the restoration planting area (Sheet 6) and the Fill Spread Zone in the agricultural field (Sheet 3). The areas shall be cultivated to the depths specified to provide a reasonably firm but friable seedbed. Cultivation shall take place no sooner than 2 weeks prior to seeding. All areas to be seeded, including excavated slopes shall be compacted and prepared unless otherwise specified or ordered by the Engineer. A cleated roller, crawler tractor, or similar equipment, approved by the Engineer that forms longitudinal depressions at least 2 inches deep shall be used for compaction and preparation of the surface to be seeded.

The entire area shall be uniformly covered with longitudinal depressions formed perpendicular to the natural flow of water on the slope. The soil shall be conditioned with sufficient water so the longitudinal depressions remain in the soil surface until completion of the seeding.

Prior to seeding, the finished grade of the soil shall be 1 inch below the top of all curbs, junction and valve boxes, walks, driveways, and other Structures. The soil shall be in a weed free and bare condition.

## **Seeding and Fertilizing**

### ***Revised***

A native seed mixture of emergent wetland vegetation and grasses shall be applied to new alcove channels defined as Zone 1 in the Revegetation and Stabilization Plan.

Recommended species for native seed mix is noted on the Plans. The Contractor shall notify the Engineer not less than 24 hours in advance of any seeding operation and shall not begin the Work until areas prepared or designated for seeding have been approved.

Following the Engineer's approval, seeding of the approved slopes shall begin immediately.

Seeding shall not be done during windy weather or when the ground is frozen, excessively wet, or otherwise untillable. Seed or seed and fertilizer may be sown by one of the following methods:

1. An approved hydro seeder that utilizes water as the carrying agent, and maintains continuous agitation through paddle blades. It shall have an operating capacity sufficient to agitate, suspend, and mix into a homogeneous slurry the specified amount of seed and water or other material. Distribution and discharge lines shall be large enough to prevent stoppage and shall be equipped with a set of hydraulic discharge spray nozzles that will provide a uniform distribution of the slurry.
2. Approved blower equipment with an adjustable disseminating device capable of maintaining a constant, measured rate of material discharge that will ensure an even distribution of seed at the rates specified.
3. Helicopters properly equipped for aerial seeding.
4. Approved power-drawn drills or seeders.
5. Areas in which the above methods are impractical may be seeded by approved hand methods.

When seeding by hand, the seed shall be incorporated into the top ¼ inch of soil by hand raking or other method that is approved by the Engineer.

The seed applied using a hydroseeder shall have a tracer added to visibly aid uniform application. This tracer shall not be harmful to plant, aquatic, or and animal life. If Short-Term Mulch is used as a tracer, the application rate shall not exceed 250 pounds per acre.

Seed and fertilizer may be applied in one application provided that the fertilizer is placed in the hydroseeder tank no more than 1 hour prior to application.

**8-01.3(7): Stabilized Construction Entrance**

***Supplement***

Add the Following:

Construction access will be constructed at each entrance and exit from the project site to the public roadway as shown on the project Plans. Work under this item shall consist of furnishing, placing, maintaining, and removing when no longer needed filter fabric and aggregate at each entrance/exit access road.

**8-01.3(8): Street Cleaning**

***Supplement***

Add the Following:

Public and private streets and driveways shall be swept whenever required by the Engineer and/or by County or State roadway standards, to prevent the transport of sediment and other debris off the project site.

**8-01.3(9) C Work Area Isolation (Defishing)**

***New***

[http://www.nwp.usace.army.mil/Portals/24/docs/regulatory/SLOPES\\_V\\_restoration.pdf](http://www.nwp.usace.army.mil/Portals/24/docs/regulatory/SLOPES_V_restoration.pdf) (pg 19)

If field conditions warrant isolation and excavation in areas that might contain fish, De-Fishing activities will be required in the following manner:

A. Isolate any work area within the wetted channel from the active stream whenever ESA-listed fish are reasonably certain to be present, or if the work area is less than 300 feet upstream from known spawning habitats. B. Engineering design plans for work area isolation must include all isolation elements and fish release areas. C. Dewater the shortest linear extent of work area practicable, unless wetted instream work is deemed to be minimally harmful to fish, and is beneficial to other aquatic species. i. Use a coffer dam and a by-pass culvert or pipe, or a lined, non-erodible diversion ditch to divert flow around the dewatered area. Dissipate flow energy to prevent damage to riparian vegetation or stream channel and provide safe downstream reentry of fish, preferably into pool habitat with cover. ii. Where gravity feed is not possible, pump water from the work site to avoid re-watering. Maintain a fish screen on the pump intake to avoid juvenile fish entrainment. iii. Pump seepage water to a temporary storage and treatment site, or into upland areas, to allow water to percolate through soil or to filter through vegetation before reentering the stream channel with a treatment system comprised of either a hay bale basin or other sediment control device. iv. Monitor below the construction site to prevent stranding of aquatic organisms. v. When construction is complete, re-water the construction site slowly to prevent loss of surface flow downstream, and to prevent a sudden increase in stream turbidity. D. Whenever a pump is used to dewater the isolation area and ESA-listed fish may be present, a fish screen must be used that meets the most current version of NMFS's fish

screen criteria (NMFS 2011e). NMFS approval is required for pumping that exceeds 3 cubic feet per second.

### **8-01.3(9) C.1 Fish Capture**

***New***

Fish capture. a. If practicable, allow listed fish species to migrate out of the work area or remove fish before dewatering; otherwise remove fish from an exclusion area as it is slowly dewatered with methods such as hand or dip-nets, seining, and trapping with minnow traps (or gee-minnow traps). b. Fish capture must be supervised by a qualified fisheries biologist, with experience in work area isolation and competent to ensure the safe handling of all fish. For instructions on how to dewater areas occupied by lamprey, see USFWS (2010). -14- c. Conduct fish capture activities during periods of the day with the coolest air and water temperatures possible, normally early in the morning to minimize stress and injury of species present. d. Monitor the nets need to isolate a site frequently enough to ensure they stay secured to the banks and free of organic accumulation. e. Electrofishing may only be used only after other means of fish capture are determined to be not feasible or ineffective during the coolest time of day. i. Do not electrofish when the water appears turbid, e.g., when objects are not visible at depth of 12 inches. ii. Do not intentionally contact fish with the anode. iii. Follow NMFS (2000) electrofishing guidelines, including use of only direct current (DC) or pulsed direct current within the following ranges: 1. If conductivity is less than 100  $\mu\text{s}$ , use 900 to 1100 volts. 2. If conductivity is between 100 to 300  $\mu\text{s}$ , use 500 to 800 volts. 3. If conductivity greater than 300  $\mu\text{s}$ , use less than 400 volts. iv. Begin electrofishing with a minimum pulse width and recommended voltage, then gradually increase to the point where fish are immobilized. v. Immediately discontinue electrofishing if fish are killed or injured, i.e., dark bands visible on the body, spinal deformations, significant descaling, torpid or inability to maintain upright attitude after sufficient recovery time. Recheck machine settings, water temperature and conductivity, and adjust or postpone procedures as necessary to reduce injuries. f. If buckets are used to transport fish: i. Minimize the time fish are in a transport bucket. ii. Keep buckets in shaded areas or, if no shade is available, covered by a canopy. iii. Limit the number of fish within a bucket; fish will be of relatively comparable size to minimize predation. iv. Use aerators or replace the water in the buckets at least every 15 minutes with cold clear water. v. Release fish in an area upstream with adequate cover and flow refuge; downstream is acceptable provided the release site is below the influence of construction. vi. Be careful to avoid mortality counting errors. g. Monitor and record fish presence, handling, and injury during all phases of fish capture and submit a fish salvage report to the Corps and NMFS within 10 days.

### **8-01.3(9) A2: Silt Fence**

***Supplement***

Add the Following:

The contractor shall install temporary Silt Fences at the locations shown in the Plans and as directed by the Engineer. The Silt Fences shall be constructed in the areas of clearing, grading, or drainage prior to starting those activities. The Silt Fence shall prevent soil carried by runoff from going beneath, through or over the top of the Silt Fence, but shall allow the water to pass through the fence. "Silt Fence" and "Filter Fence" are interchangeable on this project.

Filter Fabric shall be maintained at least two but no more than three feet high aboveground at all times.

Silt fencing is considered a temporary erosion control measure or BMP. Damaged or otherwise improperly functioning portions of silt fences shall be repaired or replaced by Contractor at no cost to the District, as determined by the Engineer. Silt Fence shall be maintained until acceptance of permanent erosion controls by the Engineer, after which the silt fence shall be removed by the Contractor. Work under this item shall consist of furnishing, placing, maintaining, and removing silt fences when no longer needed.

**8-01.3(9) C: Turbidity Curtain/Silt Boom**

***New***

Portions of this project are located within the active river channel. Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary to install, maintain, remove, and dispose of floatable turbidity curtains/silt booms as required by the Project Plans, the Standard Specifications, these Special Provisions, the Project Permits, and as directed by the Engineer.

Where directed by the Engineer and/or shown on the plans, floatable turbidity curtains shall be installed within the active stream channel per manufacturer's recommendations to retain any turbidity produced by construction activities. Silt curtain shall be a heavy weight Turbidity Curtain Type 2 as manufactured by Boom Environmental Products of New Bedford, MA or approved equivalent. Curtain shall be capable of function in water depths of up to 12 feet. Floatation consists of a series of expanded polyethylene logs, 6" in diameter and 55" long. The logs are enclosed in 22 oz/sq. yd. PVC coated nylon or polyester having 400 lbs. minimum tensile strength. Curtain is permanently attached to the bottom of the floatation unit and weighed down with 1/4" galvanized chain. The curtain material is monofilament woven polypropylene.

All turbidity curtains/silt booms shall remain in place until no longer necessary and satisfactory project completion approval is obtained.

**8-01.3(15): Maintenance**

***Supplement***

Add the Following:

The Contractor is responsible for maintenance of all high visibility fence and TESC BMPs throughout the duration of the project. The Engineer may periodically inspect installations and require repair or replacement of any BMP at no additional cost to the Contracting Agency.

**8-01.3(16): Removal**

***Supplement***

Add the Following:

Temporary erosion control measures shall remain in place until permanent measures are established either under this Contract or by others. If it is requested by the District or the Engineer, the Contractor shall leave high visibility orange fence and/or TESC BMPs in place for up to one (1) year post completion of construction and shall be responsible for removing and disposing of the high visibility orange fence and/or TESC BMPs within that year and upon request of the District or the Engineer with no additional compensation allowed therefor.

**8-01.4: Measurement**

***Revision***

Substitute the Following:

No specific unit of measurement shall apply to the lump sum item of “Temporary Erosion and Sediment Control (TESC).” “TESC” shall include all work contained within this Section except work described under Section 8-01.3(1)C Water Management and work described under Section 8-01.3(2) “Seeding, Fertilizing and Mulching”

No specific unit of measurement shall apply to the lump sum item of “Water Management.” “Water Management” shall include all work described under Section 8-01.3(1)C Water Management.

Work under the item of “Seeding, Fertilizing and Mulching” shall include all work described under Section 8-01.3(2) and will be measured by per/acre of application.

**8-01.5: Payment**

***Revision***

Substitute the Following:

Payment will be made in accordance with Section 1-04.1, for each of the following Bid items that are included in the Proposal:

Temporary Erosion and Sediment Control (TESC with SWPPP and CESCL)	Lump Sum
Water Management	Lump Sum
Seeding, Fertilizing and Mulching	Per Acre for Zone 1

Payment for “Temporary Erosion and Sediment Control (TESC)” Bid Item above shall be made at the lump sum price bid, with no additional compensation therefor. The schedule for payment for “Temporary Erosion and Sediment Control (TESC)” shall be in direct proportion to the percentage of work completed, i.e.: if 20% of the project is completed, the Contractor may request payment for 20% of the lump sum total of the bid item “Temporary Erosion and Sediment Control (TESC)” (only if TESC work has been required on the project prior to invoice for work performed). Measurement of the percentage of work completed shall be based on the percentage of work billed by the Contractor based on the total dollar amount of the Contract. Increases in the total Contract Price for any reason do not justify an increase in the lump sum price paid for “Temporary Erosion and Sediment Control (TESC)”.

Payment for “Water Management” Bid Item above shall be made at the lump sum price bid, with no additional compensation therefor. The schedule for payment for “Water Management” shall be in direct proportion to the percentage of work completed, i.e.: if 20% of the project is completed, the Contractor may request payment for 20% of the lump sum total of the bid item “Water Management” (only if Water Management work has been required on the project prior to invoice for work performed). Measurement of the percentage of work completed shall be based on the percentage of work billed by the Contractor based on the total dollar amount of the Contract. Increases in the total Contract Price for any reason do not justify an increase in the lump sum price paid for “Water Management”.

Payment for “Seeding, Fertilizing and Mulching” Bid Item above shall be made at the per acre price bid, with no additional compensation therefore.

<End of Division 8>

**DIVISION 9: MATERIALS**

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**MATERIAL SPECIFICATION**

**9-03.11(1): STREAMBED SEDIMENT**

***Supplement***

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Streambed sediment shall be used where shown on the Plans and within culverts. Streambed sediment shall meet the specifications found in this section as well as what is included in the HPA permit in Appendix B. For convenience, those specifications are listed here:

- 2 1/2 inch square: 100%;
- 2 inch square: 65 - 100%;
- 1 inch square: 50 - 85%;
- U.S. No. 4: 26 - 44%;
- U.S. No. 40: 16% max;
- U.S. No. 200: 5 - 9%.

**Payment**

***Supplement***

Payment shall be made in accordance with Section 1-04.1, for the following Bid item when it is included in the Proposal:

Streambed Sediment	Ton
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**MATERIAL SPECIFICATION**

**9-03.14(1): GRAVEL BORROW**

***Supplement***

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This section shall be supplemented with the following:

If use of on-site materials as qualified by geotechnical engineer is not adequate to complete the backfill, gravel borrow [WSDOT Spec 9-03.14(1)] shall be used as a backfill for the proposed culvert as shown on the plans. The amount of unsuitable foundation to be removed (if any) and replacement with gravel borrow will be dependent upon the field conditions and inspection by the geotechnical engineer. For the purpose of generating a uniform bid, quantities were estimated by the Engineer. Actual field quantities will vary.

**2-03.4 Measurement**

***Revision***

“Channel Excavation and Embankment Backfill” shall be measured per cubic yard.  
“Unsuitable Foundation Removal, Inc. Haul” shall be measured per cubic yard.

**2-03.5 Payment**

**Supplement**

Gravel Borrow	Cubic Yard
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The per cubic yard price for compacted “Gravel Borrow Inc. Haul” shall be full pay for labor, materials, tools and equipment and all other incidental costs necessary to procure, deliver, install, compact as deemed required by the Engineer. Payment will be subject to 1-04.6, Variation in Estimated Quantities.

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**MATERIAL SPECIFICATION**

**9-05: DRAINAGE STRUCTURES, CULVERTS AND CONDUITS**

**Revised**

**9-05.4 Steel Culvert Pipe**

East Culvert shall be aluminized steel, 12 Feet diameter x 80 feet long.  
West Culvert shall be aluminized steel 12 Feet diameter x 54 feet long.  
Culverts shall meet load requirements and AASHTO standards of a Contech Type 2 Aluminized Steel or equivalent 12 Feet or [144” (in)] diameter, 5” x 1” corrugation; 10 gauge (.138”) Both East and West Culverts built to withhold HS-20 live load and to manufacturer’s specifications installation. Minimum height of cover is 18” and maximum height of cover is 39 FT.

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**MATERIAL SPECIFICATION**

**9-09: TIMBER AND LUMBER**

**Revised**

**9-09.4 Logs (New Section)**

All log and racking log material to be incorporated into the project must be tight grain sound, untreated native coniferous wood with no rot and of the size noted on the Plans. Racking logs will consist of a size range of 12” to 18” diameter, and 20’ or 30’ in length as shown on the plans. The length of each log is defined as an actual measured length, including rootwad, if appropriate. Log diameter does not include bark thickness (inside the bark) and will be measured 5’ from the rooting end of the log. The logs shall be installed with and without rootwads as shown on the Plans. Rootwads are to be intact on required logs, strong enough to support the trunk when laying horizontally, and two to three times the log diameter. Bark shall

remain intact to the extent possible given the mechanics of handling the logs. All logs shall have limbs removed unless otherwise noted on the plans. Logs and racking logs shall be harvested within 8 months of installation. Remove soil and rocks from rootwads to prevent turbidity in surface waters but washing is not required. Treated or burnt material is not acceptable.

<End of Division 9>

## **EXHIBIT C - PERFORMANCE AND PAYMENT BONDS**

The Contractor shall furnish a surety bond in the full amount of the contract price which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors and materialmen. This bond shall be in force until completion of the Project and acceptance by the District, and also for such period thereafter during which the law allows liens to be filed and sued upon. Further, the bond shall cover for a period of one (1) years after acceptance by the District, as respects faulty workmanship and materials. This Performance Bond shall be furnished by a corporate surety company authorized to do business in the state(s) in which the work is located, in a company and on a form acceptable to the District.

The Contractor represents that the Contractor is fully experienced and possesses all of the necessary expertise for performance of all work specified herein, and hereby guarantees that all of the work, materials or equipment furnished by him under these Specifications will meet fully all requirements for quality of workmanship, materials, strength, and any and all other requirements whatsoever prescribed in the Specifications and set forth in the Proposal and in the Contractor's Specifications.

The Contractor also shall guarantee that when put into service and with such attendance and care as is ordinarily given to work, structures or equipment of the classes covered by the Contract, all parts of the said work, structures or equipment furnished or constructed by the Contractor will perform their intended functions successfully and satisfactorily.

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That whereas Snohomish Conservation District has awarded to \_\_\_\_\_ hereinafter designated as the "Principal", a Contract for the \_\_\_\_\_ project, all as hereto attached and made a part hereof, and whereas said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we the Principal, \_\_\_\_\_ and \_\_\_\_\_ a corporation, organized and existing under and by virtue of the Laws of the State of \_\_\_\_\_ duly authorized to do business in the State of Washington, as Surety, are held and firmly bound unto Snohomish Conservation District, for and in behalf of the \_\_\_\_\_ project, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, and shall faithfully perform all the provisions of such Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereinafter be made, at the time and in the manner therein specified and shall pay all laborers, mechanics, subcontractors, material men and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or their part, and shall indemnify and save harmless Snohomish Conservation District, and their officers and agents; and shall further save harmless and indemnify said District from any defect or defects, in any of the workmanship entering into any part of the work or designated equipment covered by said Contract, which shall develop or be discovered within one (1) years after final acceptance of such work, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect, provided that the liability hereunder for defects in materials and workmanship for a period of one (1) year after the acceptance of the work shall not exceed the sum of \_\_\_\_\_  
\_\_\_\_\_, (\$\_\_\_\_\_).

(100% of the Contract Sum)

And the said Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the work to be performed thereunder or the Specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or the work or to the Specifications.

IN WITNESS WHEREOF, the said Principal and the said Surety have caused this Bond to be signed and sealed by their duly authorized officers this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST: (If Corporation)

CORPORATE SEAL

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Title \_\_\_\_\_

Address of local office and agent of  
Surety Company is: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_  
Attorney for Snohomish Conservation  
District

**NOTE:** Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

**IMPORTANT:** Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

that \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, (Corporation, Partnership or Individual), hereinafter called  
Principal,

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto Snohomish Conservation District, hereinafter called Owner, in the penal sum of (100% of Contract Sum) \_\_\_\_\_ (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, a copy of which is hereto attached and made a part hereof for the construction of: \_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, FURTHER, all such persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract shall have the right to sue in their own name on this Bond in its own name to recover for any loss, injury, damage or liability whatsoever sustained or incurred by them by reasons of any breach of the Contract Documents, or of any provisions in this Bond, in the same manner and to the same extent as though this obligation ran directly to the said persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract.

IN WITNESS WHEREOF, this instrument is executed this the \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_

(Seal)

\_\_\_\_\_

(Witness as to Principal)

\_\_\_\_\_

(Address)

ATTEST:

\_\_\_\_\_

(Surety) Secretary

(Seal)

\_\_\_\_\_

(Witness to Surety)

\_\_\_\_\_

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

\_\_\_\_\_

Principal

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

Address

Surety

Attorney-in-Fact

Address

By \_\_\_\_\_

Attorney for Snohomish  
Conservation District

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**EXHIBIT D - CONTRACT DRAWINGS**