

Invitation for Bids, Contract and Technical Specifications for:

Traylor Culvert Replace Project Culvert Improvement Contract

Project Manager
Craig Nelson
District Manager
Okanogan Conservation District
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Chinook Engineering
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May 11, 2012

For information, please contact the Project Manager or Engineer

INSTRUCTION TO BIDDERS LUMP SUM BID PROPOSAL AND CONTRACT REQUIREMENTS

Request for Lump Sum Bids

Project Title: Traylor Culvert Replacement Project

Project Owner: Jon and Sandra Traylor

Description of Project

The project involves the replacement of a driveway culvert and moving a portion of the stream in order to improve fish passage and to reduce the impact to the highway road slope. Dewatering of the existing stream, filling in the old streambed, and revegetation will be done with the least amount of impact to the highway road slope, the underground utility line and the overhead electrical lines including a power pole.

The driveway gate and posts will be removed and reinstalled during construction.

Estimated price for this contract: \$90,000

Prevailing Wage Rates Required

The project involves the requirement for payment of labor based on Davis Bacon prevailing wage rates as prescribed by the Washington State Labor and Industries Office and specific to Okanogan County.

Project Location

The project is located at mile post 208.40 Highway 20, Twisp, WA.

Site Visit

Respondents are required to visit the site prior to submitting proposals. There will be a recommended site visit and pre-bid conference held at 2 pm on May 21, 2012 at mile post 208.40 Highway 20, Twisp, WA. Parking is very limited and along the Highway 20.

Submission of Proposals

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

- A. Complete all parts of the attached BID PROPOSAL form including the SCHEDULE OF QUANTITIES (cost proposal) and the LIST OF SUBCONTRACTORS, and REFERENCES. The bid will be considered responsive only if the Bid Proposal form is entirely completed.
- B. A representative of the contractor has visited the site or has fully reviewed the Plans and Special Provisions and demonstrates a working knowledge of the entire scope of work. This is validated by a signature of the representative at sign in for the Prebid Conference or contacting Craig Nelson on site.
- C. The bidder must provide a bid deposit or bond as described in Section 1-02.7 of the CONTRACT. Forward this to Craig Nelson as shown on the Bid Form.

- D. Three references are required with the proposal. These references should include past clients who are familiar with the respondent's abilities to; 1) install culverts under roadways, 2) to dewater and move stream beds, and 3) which can respond to contractor's quality of work, timeliness and reliability.
- E. Submit bids to Okanogan Conservation District, no later than 2:00 p.m., Pacific Daylight Savings Time on June 1, 2012 in a sealed envelope clearly marked "Traylor Culvert" on the outside.

In determining "lowest responsible bidder", in addition to price, the following elements shall be given consideration:

- (a) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- (b) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- (c) Whether the bidder can perform the contract within the time specified;
- (d) Whether the bidder can provide a schedule and proposed methods for construction, installation of the culvert, and dewatering of the stream.
- (e) The quality of performance of previous contracts or services;
- (f) The previous and existing compliance by the bidder with laws relating to the contract or services;
- (g) Such other information as may be secured having a bearing on the decision to award the contract:

PROVIDED, that in considering bids for purchase, manufacture, or lease, and in determining the "lowest responsible bidder," whenever there is reason to believe that applying the "life cycle costing" technique to bid evaluation would result in lowest total cost to the Okanogan Conservation District, first consideration shall be given by purchasing activities to the bid with the lowest life cycle cost which complies with specifications. "Life cycle cost" means the total cost of an item to the Agency over its estimated useful life, including costs of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end of its estimated useful life. The "estimated useful life" of an item means the estimated time from the date of acquisition to the date of replacement or disposal, determined in any reasonable manner. Nothing in this section shall prohibit any state agency, department, board, commission, committee, or other state-level entity from allowing for preferential purchase of products made from recycled materials or products that may be recycled or reused."

- (h) The Okanogan Conservation District reserves the right to refuse any and all bids.

BID SHEET 1
BID PROPOSAL
To Be Submitted to Craig Nelson
Due June 1, 2012 at 2PM Pacific Daylight Savings Time

Bidder

Name

Address

For the construction of:

Traylor Culvert Replacement Project hereinafter referred to as the Project.

Owner:

Jon and Sandra Traylor
20840 Highway 20
Twisp, WA 98856

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

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

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

Signature

BID SHEET 2

Contractor Name _____

SCHEDULE OF COSTS					
Traylor Driveway Culvert Replacement Project					
Davis Bacon Prevailing wage rate shall apply					
Item No.	Item Description	Approx. Quantity	Unit of Measure	Unit Price	Bid Amount
1	Mobilization	1	LS		\$
2	Clearing and Grubbing	0.5	AC		\$
3	Dewatering system and gravel bags	1.0	LS		\$
4	Excavation - Common to subgrade, no haul	233	CY		\$
5	Culvert Disposal	1	LS		\$
6	New Culvert 10 Ga 3x1 cor 150" x 96" x 70' long, mitered in and out	21000	LBS		\$
7	Subgrade Construction crushed gravel	56	CY		\$
8	Culvert Bedding and compaction crushed gravel	89	CY		\$
9	Culvert Road Prism Exist fill or common barrow and compaction	337	CY		\$
10	Culvert Fishmix gravel	65	CY		\$
11	3 Man rock	40	Ton		\$
12	3-9" quarry spall	60	Ton		\$
13	Shaping of road prism	120	CY		\$
14	Old Channel fill	178	CY		\$
15	New Channel excavate	111	CY		\$
16	New Channel fishmix and trim	30	CY		\$
17	New Channel LOD	4	EA		\$
18	Crushed gravel surfacing road finish grade	67	CY		\$
19	Cleanup and final pickup	1	LS		\$
20	Plantings live stakes in-place	600	EA		\$
21	Plantings 1 gallon woody trees in-place	200	EA		\$
22	Restoration seed mix	200	LBS		\$
				SUBTOTAL	\$
				State Sales Tax	\$
				Lump Sum Total Bid Including Sales TAX	\$

BID SHEET 3
LIST OF SUBCONTRACTORS

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

For each category of work in this project, the bidder shall identify the category of any work expected to be more than five percent (5%) of the total work and the Subcontractor performing it. Failure to list Subcontractors shall render the bid NONRESPONSIVE.

PROJECT NAME; **Traylor Culvert Replacement Project**

Prime Contractor Name _____

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

BID SHEET 4
LIST OF REFERENCES

Contractor Name _____

List at least three references. These references should include past clients who are familiar with the bidder's quality of work, timeliness, reliability, etc.

PROJECT NAME **Traylor Culvert Replacement Project**

Name of Reference Company / Contact and Phone Number	Project Name and General Location	Type of Work Performed

**BID SHEET 5
PROJECT SCHEDULE**

Contractor Name _____

Advertisement for bids	May 16, 2012
Documents Available	May 16, 2012
Pre-construction site visit	May 21, 2012
Bids due	June 1, 2012
Signed Contract	June 14, 2012
Notice to Proceed	June 30, 2012
Substantial Completion	September 15, 2012
Complete Project	September 30, 2012

This contract requires a specific schedule prepared by the contractor upon award and approved by the Engineer. The Construction Schedule shall include the milestones above and shall include more detail as to purchase and delivery of the culvert, excavation of the existing culvert, road closure, and road opening, and other information that the contractor and District may include. The Schedule shall be used for planning purposes and the milestones above shall act as legal dates for completion.

**BID SHEET 7
SIGNATURES CONT.**

Payable to the order of the Okanogan Conservation District, 1251 S. 2nd Ave, Room 101, Okanogan, WA 98840, this amount being five percent (5%) of the total bid, based upon the Lump Sum Price as provided above. (As per CONTRACT Section 1-02.7.)

DATED this ____ day of _____ 2012, at _____, Washington.

ADDRESS OF BIDDER
(Principal Place of Business)

Firm Name

By _____
Signature

Telephone _____

Printed Name and Title

Fax # _____

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

Contractor's State Registration Number _____

State Industrial Insurance Number _____

CONSTRUCTION CONTRACT

Do not FAX

THIS AGREEMENT is made as of the _____ day of _____, 2012, between the Okanogan Conservation District, whose office is located at 1251 S. 2nd Ave, Room 101, Okanogan, WA 98840 (“OCD”), and _____, whose principal offices are located at _____, (“Contractor”).

In exchange for good and valuable consideration, receipt of which both parties acknowledge, and the mutual promises contained herein, the parties agree as follows:

1. **Work.** Contractor shall provide all work required by the Contract Documents (the “Work”). Contractor shall pay all sales, consumer and other taxes and obtain any licenses and permits necessary for the work, and bear responsibility for any costs associated with any licenses and permits. Contractor shall not begin work under this Agreement until so authorized in a writing signed by the OCD’s designee (“Notice to Proceed”). All work must be substantially completed no later than September 15, 2012.
2. **Payment and Invoicing.**
 - a. **Payment.** This is a fixed price agreement. Contractor agrees to complete the Work contemplated in this Agreement, including all costs including but not limited to all costs arising from materials, labor, permitting, licensing, equipment, and any subcontractors, for the amount of _____.
 - b. **Invoicing.** Contractor shall invoice in accordance with WSDOT M41-10, 2012 version. A 10% retained amount will be withheld for each progress payment. Invoices shall contain, at a minimum, the following information:
 - i. The amount owing and the methodology used to calculate said amount;
 - ii. A list of any subcontractors or other persons who have provided work and materials during the period shown in the invoice;
 - iii. Waivers or releases of any mechanic’s liens or other liens for the work and materials covered by the invoice.
 - c. **Disputes.** OCD may, in good faith, dispute the amount of any invoice by Contractor. In the event of a dispute, OCD shall pay the amount not in controversy. Contractor shall not have, as a result of any dispute, the right to stop work. The parties shall attempt, in good faith, to resolve any disputes using the process provided in this Agreement.

3. Contract Documents and Order of Precedence.

- a. Contract Documents. “Contract Documents” means any bid advertisements, bid instructions, bid form, this Construction Agreement, the general conditions, exhibits, specifications, drawings, addenda, notices to proceed, detailed scope of work, schedules, change orders, stop work orders, suspension of work orders, notices of completion, the terms of any grant or other award used to fund the Work or any part of it, and any other documents designed by the parties as part of this Agreement. OCD owns all Contract Documents, including all intellectual property rights. Contractor may retain copies of the Contract Documents for its records, but shall not use any Contract Documents for any other project unless given prior written consent by the OCD.
- b. Agreement. “Agreement” refers to the complete agreement of the parties as expressed by the Contract Documents.
- c. Order of Precedence. In the event of a conflict among any of the Contract Documents, the order of precedence shall be as follows: a) any applicable grant or other award terms, which, if not followed, would result in a violation of applicable law; b) OCD approved change orders, stop work orders, or suspension of work orders; c) this Construction Agreement; d) addenda; e) bid forms; f) bid instructions; g) bid advertisements; h) specifications; i) schedules; j) detailed scope of work; k) all other Contract Documents. Within a particular class of Contract Documents, the most recent document shall take precedence.

4. Term and Termination.

- a. Term. The term of this Agreement shall commence on the effective date of the Notice to Proceed, and terminate upon completion of the Work, unless otherwise terminated as provided herein.
- b. Termination by OCD. OCD may terminate this Agreement, for cause or no cause, upon thirty (30) days written notice.
- c. Termination by Contractor. Contractor shall be permitted to terminate this Agreement only if either: i) OCD fails to perform a material obligation herein and fails to cure its default within thirty (30) days of receiving written notice from the Contractor, which notice shall specify the default; or ii) OCD suspends or delays the Work for a period of time that in the aggregate comprises more than twenty-five percent of the time initially contemplated by the Contract Documents. Contractor shall provide notice in writing to the OCD no less than thirty (30) days in advance. Contractor shall continue to perform its obligations under this Agreement until the date of termination, unless otherwise excused in writing by OCD.

5. Damages.

- a. Delay in Completion of the Work and Other Breaches.** Contractor understands that any delays in Contractor's completion of the Work within the time contemplated in this Agreement, or any other Contractor breaches of this Agreement, will result in damages to the OCD. Contractor understands and agrees such damages would be extremely impracticable to determine. OCD and Contractor agree that the sum of \$500.00 per day after the scheduled completion date is a reasonable estimate of such damages. OCD may deduct any damages due from any amounts due under any Contractor invoice. In addition, Contractor understands that funding for the Work is grant-provided. Contractor understands and agrees that failure to timely complete the Work may result in a loss of funding for the Work, and/or in the obligation of OCD to return such funding. If funding is lost as a result of Contractor's delay, Contractor agrees to reimburse OCD in the amount of lost funding. Except for delays in completion of the Work, this paragraph shall not be construed as a waiver or limitation of any other remedy available to OCD in the event of a default.
- b. Contractor's Damages.** In the event that OCD terminates this Agreement, or in the event of a breach of this Agreement by the OCD, OCD shall pay to Contractor the amount invoiced for the Work completed as of the date of termination or breach; said payment shall be subject to the dispute provisions of this Agreement. The amount provided for in this paragraph shall be Contractor's exclusive remedy for any breach or termination of this Agreement by OCD.

6. Owner's Inspection and Acceptance of the Work. The OCD or its designee shall have the authority to inspect the Work at reasonable intervals and on reasonable notice to the Contractor. Contractor shall notify OCD when Contractor believes the Work is complete; OCD or its designee shall inspect the Work and determine whether the Work is completed to OCD's satisfaction. If the Work is not completed satisfactorily, the provisions regarding the repair of defective work shall apply.

7. Change Orders. A change order is a Contract Document signed by both the OCD and Contractor which expresses the parties' decision to modify any of the terms of the Contract Documents.

8. Contractor Schedule. For the Work and any part of the Work, Contractor shall submit a schedule, in a form and within the time limits required by the specifications, and acceptable to the OCD. If circumstances require a change in or deviation from the schedule, the Contractor must submit an updated schedule in a timely fashion to the OCD. The schedule shall represent a practical plan to complete the Work within the time period established by the OCD. The OCD in its discretion may waive this requirement in writing.

9. Stop Work Order. If Contractor fails to correct defective Work, or to perform in conformance with the Contract Documents, OCD may, in its discretion, issue a written stop work order. Upon Contractor's remedying the cause of the stop work order, OCD may issue

a Notice to Proceed. Any stop work order or Notice to Proceed must be signed by the Okanogan Conservation District or his designee.

- 10. Suspension of the Work.** The OCD may, at any time and for any reason or no reason, in writing, order the suspension of the work for any period of time determined by the OCD. Upon receipt of a suspension order, the Contractor shall comply with its terms and take all steps to minimize costs. If the OCD cancels the suspension order, or the suspension order expires, Contractor shall resume the Work. Change orders shall be issued to account for any adjustments of costs or time necessarily incurred by the suspension. Contractor must make any claim for any adjustment resulting from the suspension order within twenty-one (21) calendar days after the end of the suspension. Failure to submit a claim for adjustment within twenty-one (21) calendar days shall constitute a waiver of said claim, and the OCD shall have no liability associated with said claim.
- 11. Repair of Defective Work.** At Contractor's expense, within ten (10) days of receiving notice from the OCD, or, within ten (10) days of the date that Contractor became aware or should have been aware of any defect in or loss or damage to the Work or other property, Contractor shall repair defective Work and replace or restore any other personal or real property damaged or destroyed as a result of the defective Work. Such obligation shall extend for two (2) years from the completion of the Work. Contractor's obligations pursuant to this section are in addition to all of its other warranties and obligations under this Agreement or at law.
- 12. Right to Carry Out Work.** If Contractor fails to carry out the Work in conformance with the Contract Documents, or the Work is defective, and Contractor does not correct such failure or defect within five (5) business days, OCD may correct the failure or defect at Contractor's expense. OCD shall be entitled to deduct any expenses incurred by having to correct the failure or defect from any amounts owing to Contractor. Neither the failure or defect, nor the correction of either, shall result in an extension of the completion date, unless otherwise agreed to in writing by OCD. If such deductions do not make OCD whole, Contractor shall pay to OCD the difference. OCD's remedy under this paragraph is in addition to any other remedies available to OCD.
- 13. OCD Access.** The OCD, its representatives, agents, employees, and contractors shall have access to the Work at all times. Contractor shall provide appropriate equipment and take all other steps necessary to ensure the safety of site visitors. Access or inspection by the OCD shall not be deemed to be a waiver of any warranty or right which OCD has pursuant to this Agreement or at law.
- 14. Site Conditions.** Contractor represents that it has inspected the site of the Work and the surrounding area. Contractor agrees to assume all risk for any loss, damage, destruction or death, to any person or any property, arising from any known, concealed, unforeseen, or unknown site conditions or events that Contractor or its agents, employees, subcontractors, suppliers, materialmen or any person over whom Contractor has control, may encounter in

performing their obligations pursuant to this Agreement. If Contractor discovers any site conditions that may require a change to the Contract Documents, Contractor shall immediately notify the OCD. Contractor shall be entitled to a reasonable adjustment of time or costs, provided that failure to immediately notify the OCD of the condition shall result in Contractor being responsible for any additional costs or time necessary to complete the Work.

- 15. Health, Safety, and Accident Prevention.** OCD shall have no responsibility whatsoever for the safety or health of any employees or agents of Contractor, subcontractors, materialmen, suppliers, or any other person associated with the Work. Contractor shall have all responsibility for site conditions which Contractor knows or reasonably should have known about. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety measures in connection with the performance of this Agreement. Contractor shall take adequate precautions for the safety and protection from damage, injury, or loss to person and property.

In the event that the use or storage of explosives or other hazardous materials or equipment, or the use of unusual methods, are necessary for the completion of the Work, Contractor shall exercise the utmost care and ensure supervision by properly qualified personnel.

- 16. Supervision and Construction Procedures.** Contractor shall execute, supervise, coordinate, and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for, and exercise control over, all means, methods, techniques, sequences, procedures, and coordination necessary for the completion of the Work. Contractor shall provide and be responsible for all costs related to labor, materials, equipment, tools, machinery, water, heat, utilities, transportation, and all other items or services necessary for the completion of the Work. Contractor shall be responsible for the inspection of the Work to verify the Work's conformance to the Contract Documents. Contractor's responsibility under this section 7 shall extend to any subcontractors, suppliers, materialmen and others necessary for the completion of the Work.

- 17. Discovery of Artifacts or Other Evidence of Use or Inhabitation of Land.** If Contractor discovers any artifact or evidence indicating historical usage by the ancestors of any Native American group, Contractor shall immediately stop work, regardless of receiving a stop work order or suspension of work order, and notify the OCD. Contractor shall cooperate in good faith with the OCD to preserve and protect the site and shall comply with all applicable laws, including but not limited to the laws of the Native American Graves Protection and Repatriation Act, National Historic Preservation Act, and the National Environmental Policy Act. Contractor shall not resume the Work until notified in writing by the OCD. Contractor shall be entitled to any amounts invoiced for the completion of Work to the date of stoppage under this section, which shall be Contractor's exclusive remedy for such stoppage.

18. Warranty. Contractor warrants that the Work shall conform to the Contract Documents and be of good quality and free of defect. Contractor further warrants that any materials and equipment furnished pursuant to this Agreement shall be of good quality, new, and free of liens, claims, and all other third party security interests. The warranties provided in this paragraph are in addition to any other warranties provided by law or created pursuant to this Agreement.

19. Insurance. Contractor shall, at its expense, purchase and maintain in full force and effect, insurance necessary to protect Contractor and OCD from any claims arising or resulting from this Agreement or the completion of the Work. Contractor shall obtain the following policies and coverages:

- a. Commercial form general liability insurance sufficient to extend coverage to all Work done by or on behalf of the Contractor in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars aggregate (\$2,000,000.00). The policy shall be on an occurrence basis, or, if claims made, shall include a tail of five (5) years following the termination of this Agreement.
- b. Automobile liability insurance on an occurrence form, which shall be sufficient to cover owned, hired, leased and non-owned automobiles used by or on behalf of the Contractor, and providing insurance for bodily injury or death, and damage to property.
- c. Worker's compensation as required by the State of Washington and federal law.
- d. The policies described in (a) – (c), above, shall be primary and include a waiver of subrogation against the Contractor and any subcontractors, and their agents and employees.

20. Performance Bond and Payment Bond. Contractor shall furnish bonds covering the faithful performance of, and payment obligations arising from, this Agreement. The cost of each bond shall be paid by Contractor and shall not result in an increase in the amount owed by OCD to Contractor. Each bond shall be in the amount of the value of the Work and shall be in effect no later than the date of issuance of the Notice to Proceed, and shall remain in effect until the Work is accepted by OCD.

21. Indemnification. Contractor shall indemnify, defend, and hold harmless OCD and its employees, agents, officials, attorneys, subsidiaries, affiliates, enterprises, successors and assigns from and against any and all actions, claims, demands, liabilities, costs, and expenses, for loss or damage to property and for injuries to or deaths of persons arising from or relating to this Agreement or any act, default, or omission of Contractor or its directors, officers, attorneys, employees, agents, contractors, successors, and assigns; except for any such actions, claims, demands, liabilities, costs, or expenses that arise solely from the negligence, recklessness or intentional misconduct of the OCD.

- 22. Dispute Resolution.** In the event of a dispute regarding this Agreement, performance thereof and associated material, the parties shall attempt to resolve the issue with one face to face meeting. Ten (10) days prior to the face to face meeting, each party shall provide the other with a written understanding of the dispute. The parties shall participate in the face to face meeting in good faith and attempt in earnest to reach resolution of the dispute. If that meeting does not result in a resolution of the issues, the dispute will be resolved exclusively and finally by arbitration. Arbitration proceedings shall be administered by the American Arbitration Association (“AAA”) in accordance with the AAA Commercial Arbitration Rules. All Disputes submitted to arbitration shall be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code). The arbitration shall be conducted at a location in Washington selected by the AAA. All statutes of limitation applicable to any Dispute shall apply to any arbitration proceeding. All discovery activities shall be expressly limited to matters directly relevant to the Dispute being arbitrated. Judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction.
- 23. Applicable Law.** Contractor shall comply with all laws, rules, regulations and codes (whether state, federal, or local) which apply to the construction of the Work, including but not limited to environmental laws, construction permits and codes, and wage and labor laws such as Davis-Bacon and Related Acts. Contractor further agrees to comply with the terms of any grant or other award used to fund the Work.
- 24. Records and Audits.** Contractor shall maintain accounts and records, including personnel, property and financial records, sufficient to identify and account for all costs associated with this Agreement and the Work, for a period of no less than five (5) years or as may be required by applicable law. Contractor shall grant OCD access to all accounts and records related to this Agreement and the Work upon reasonable notice and at reasonable times. Contractor further agrees to make such records and accounts available to the OCD or its auditors or any governmental body with appropriate jurisdiction for audit purposes.
- 25. Severability.** If any section, provision, clause, sentence or phrase of this Agreement shall be judged illegal or unenforceable, such illegality or unenforceability shall not affect the validity of this Agreement as a whole or any other part of this Agreement.
- 26. Entire Agreement.** This Agreement contains the complete Agreement between the OCD and Contractor, and supersedes any and all other agreements, whether in oral or written form.
- 27. No Assignment.** Neither party shall assign this Agreement without the other party’s prior written consent.
- 28. Remedies Cumulative.** The OCD’s remedies pursuant to this Agreement shall be cumulative and in addition to and not in limitation of any other rights or remedies available to the OCD pursuant to this Agreement or at law.

Traylor Culvert Replacement Project

Lump Sum Contract Forms

Page 18 of 30

29. Survival. The provisions of this Agreement which by their nature should be reasonably expected to survive termination of this Agreement, including but not limited to all warranties, payment obligations and indemnities, shall remain in full force and effect after the completion of the Work or the termination of this Agreement.

30. Authority of Contractor and Contractor's Signatory. Contractor represents and warrants that Contractor has all authority and power necessary to enter into this Agreement and bind Contractor to its terms. Further, Contractor represents and warrants that the signatory below has all of the authority and power necessary to act on Contractor's behalf and to bind Contractor to this Agreement.

Okanogan Conservation District:

By: Ivan Oberg, Chair of the Okanogan Conservation District Board of Supervisors

DATE

CONTRACTOR:

Printed Name and Title

Washington State Contractor's License No. _____

Federal Tax Id. No. _____

UBI. NO. _____

AMENDMENTS AND SPECIAL CONDITIONS

INTRODUCTION

The Project shall be constructed in accordance with the *Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction 2012* (WSDOT Standard Specifications) including revisions in following AMENDMENTS TO THE SPECIAL CONDITIONS. Additional specifications in the following sections describe items not covered by the WSDOT Standard Specifications.

GENERAL REQUIREMENTS AND AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

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

DIVISION 1 - GENERAL REQUIREMENTS 1-01 DEFINITIONS AND TERMS - LOCAL AGENCY

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

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

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

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

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

Board, Board of Directors: The body having authority over the OCD matters as provided by law.

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

Laboratory: The laboratory designated by the Project Engineer.

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1(Prequalification of Bidders) is deleted.

1-02.2 Plans and Specifications

This section is revised to read:

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

1-02.3 Estimated Quantities

Include as written.

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

1-02.4(1) General

This section is supplemented with the following:

All prospective bidders are encouraged to visit the site prior to bidding. All plan holders registered will be notified of the day, time and place of a site visit to be scheduled by the Project Manager.

1-02.4(2) Subsurface Information

Include as written.

1-02.5 Proposal Forms (Bid Forms)

Include as written.

1-02.6 Preparation of Proposal

Paragraph five; item #1 is revised to read:

1. The Bidder shall list all Subcontractors expected to perform more than five percent (5%) of the contracted work on the bid form.

1-02.7 Bid Deposit

This section is supplemented with the following:

1. When the sum of the base bid is \$35,000.00 or less, no bid deposit is required.
2. When the sum of the base bid is greater than \$35,000.00, a bid guarantee deposit in the amount of five percent (5%) of the base bid amount is required.

1-02.8 Non-collusion Declaration and Lobbying Certification

Include as written.

1-02.9 Delivery of Proposal

This section is revised to read:

1. Each proposal shall be submitted in hard copy form in a sealed envelope to Okanogan Conservation District prior to the due date.
2. Bid opening and time stamps will be affixed by Okanogan Conservation District staff immediately upon receipt.
3. Any part of the bid proposal or bid modification not received prior to the time specified, per the designated bid clock, will not be considered as responsive.
4. People with disabilities who wish to request special accommodation, (e.g., sign language interpreters, Braille, etc.) need to contact the OCD or the Engineer ten (10) working days prior to the scheduled bid opening.

1-02.10 Withdrawal or Revision of Proposal

Include as written.

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

1-02.12 Public Opening of Proposals

This section is supplemented with the following:

Public opening of bids is required of the OCD. After the Bid Opening, Bidders may obtain bid results from the OCD by visiting the OCD website page where documents are located.

1-02.14 Disqualification of Bidders

Include as written.

1-02.15 Pre-Award Information

Include as written.

1-02.16 Bid Amounts

This section is added:

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

Include as written.

1-03.2 Award of Contract

Include as written.

1-03.3 Execution of Contract

This section is revised to read:

The bidder will return to the OCD a signed contract, insurance certificate(s) and bonds within ten (10) calendar days after receipt of contract. If the apparent successful bidder fails to sign all contractual documents or provide the bond and insurance as required or return the documents within ten (10) calendar days after receipt of the contract, the OCD may terminate the award of the contract.

1-03.4 Contract Bond

Item 1 is revised to read:

1. Be on a standard surety form;

1-04 SCOPE OF WORK

1-04.1 Intent of the Contract

Include as written.

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

Include as written.

1-04.4 Changes

This section is supplemented with the following:

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

1. Due to the short and critical duration of this type of project, Contractor shall submit a Change Order proposal within 24 hours of the request from OCD, or within such other period as mutually agreed.
2. Contractor's Change Order proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in Work.
3. Upon receipt of the Change Order proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, OCD may accept or reject the proposal, request further documentation, or negotiate acceptable terms with the Contractor.
4. Pending agreement on the terms of the Change Order, OCD 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 OCD's approval. All Work done pursuant to any OCD-directed change in the Work shall be executed in accordance with the Contract Documents.
5. If OCD and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall reflect full

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

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

1-04.5 through 1-04.11 Procedure and Protest to Final Cleanup
Include as written.

1-05 CONTROL OF WORK

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

Include as written.

1-05.3 Plans and Working Drawings

This section is supplemented with the following:

Not later than 14 days prior to the scheduled start of construction, the Contractor shall submit a written Construction Work Plan. No physical work is to be performed at the site until the Construction Work Plan is reviewed and approved by the Project Manager and Landowner. It should include:

1. A list of construction personnel and the supervisory chain of responsibility.
2. Procedures and sequence for removing culverts, fill and stockpiling materials.
3. Haul routes for equipment.
4. Absolutely no construction may begin until written approval is granted for the construction of any item.

1-05.4 Conformity With and Deviation From Plans and Stakes

This section is supplemented with Special Condition 1-14.

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

Include as written.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be observed

Include as written.

1-07.2 State Taxes

Include as written.

1-07.5 Fish and Wildlife and Ecology Regulations

1-07.5(1) General

Include as written.

1-07.6 Permits and Licenses

This section is supplemented with the following:

The OCD shall be responsible for obtaining all environmental permits required for construction.

1-07.8 High Visibility Apparel

First paragraph is modified to read:

The Contractor shall require all personnel at the work site under their control (including Subcontractors and lower tier subcontractors) and working outside of vehicles and

potentially in presence of traffic on private or public roads, to comply with the following:

Remaining paragraphs as written.

1-07.9 Wages

Include as written.

1-07.17 Utilities and Similar Facilities

This section is supplemented with the following:

Locations and dimensions shown in the plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

The Contractor shall call Century Link for field location not less than two nor more than ten business days before the scheduled date for commencement of construction which may affect underground utility facilities, unless otherwise agreed upon by the parties involved. A business day is defined as any day other than Saturday, Sunday, or a legal local, state or federal holiday. The telephone number the Century Link for this project is 1-800-833-0825.

The Contractor shall be responsible for contacting underground utility location services at reasonable times to locate and identify other utilities that are unknown to the landowner, Okanogan Conservation District, or others.

The Contractor is alerted to the existence of Chapter 19.122 RCW, a Washington State law relating to underground utilities. Any cost to the Contractor incurred as a result of this law shall be at the Contractor's expense.

1-07.176 Protection and Restoration of Property

Include as written.

1-07.18 Public Liability and Property Damage Insurance

Include as written.

1-08 PROSECUTION AND PROGRESS

1-08.1 through 1-08.4 Subcontracting through Prosecution of Work

Include as written.

1-08.3 Progress Schedule

The second paragraph of this section is revised to read:

The Contractor shall submit two copies of the progress schedule (total working days) to the Project Manager no later than 7 days prior to the scheduled start of work. This schedule and any supplemental schedule shall show:

(1) Physical completion of all work within the specified contract time, (2) the proposed order of work, and (3) projected starting and completion times for major phases of the work and for the total project. The schedule shall be developed by a critical path method. The Contractor shall provide sufficient material, equipment, and labor to meet the completion times in this schedule.

1-08.4 Prosecution of Work

Include as written.

1-08.5 Times for Completion

This section is added;

The Time of substantial completion shall occur before September 15, 2012. Final Completion shall occur before September 30, 2012.

Other sections shall remain.

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

Include as written.

1-08.9 Liquidated Damages

Include as written.

1-08.10 Termination of Contract

Include as written.

1-09 MEASUREMENT AND PAYMENT

Include as written.

SPECIAL CONDITIONS

1-11 SAFETY PRECAUTIONS

This section is added:

1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the work.
2. In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the work and other persons who may be affected by the work; prevent damage to materials, supplies and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with chapter 296-800 WAC and all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify Sponsor of adjacent property and utilities when prosecution of the work may affect them.
3. Contractor shall maintain an accurate record of exposure data on all incidents relating to the work resulting in death, traumatic injury, occupational disease, or

damage to property, materials, supplies or equipment. Contractor shall immediately report any such incident to OCD and appropriate jurisdictions. The OCD shall, at all times, have a right of access to all records of exposure.

4. All work shall be performed with due regard for the safety of the public. Contractor shall perform the work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
5. In an emergency affecting the safety of life or the work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if authorized or instructed.
6. Nothing provided in this section shall be construed as imposing any duty upon the OCD with regard to, or as constituting any express or implied assumption of control or responsibility over, project site safety, or over any other safety conditions relation to employees or agents of the Contractor or any of its Subcontractors, or the public.

1-13 TEMPORARY UTILITIES

This section is added:

Contractor shall supply and maintain all necessary and temporary electrical services and required water as needed for construction of this project. Any water required on site will be hauled by the Contractor from a safe and legal source. No water, at any time, may be drawn from the site stream, except to dewater work area to facilitate construction as described in the plans, or as specifically and legally permitted by Washington Department of Fish and Wildlife. Contractor will be responsible for the acquisition of any such water withdrawal permits.

1-14 STAKING

This section is added:

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

5. The Contractor shall ensure a surveying accuracy within 0.1 feet vertical and horizontal of the specified elevations and dimensions.

Documents Included:

- A. Bid Form
- B. Contract Form
- C. Drawings & Specifications
- D. Applicable Permits (if available)

Bonds and Insurance Required:

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

DIVISION 2 – EARTHWORK

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

This section is supplemented with the following:

The work includes the removal and replacement of a corrugated steel culvert. Utilities are present and shall be replaced.

2-02.3 Construction Requirements

This section as written.

DIVISION 8 – MISCELLANEOUS CONSTRUCTION

8-01 Erosion Control and Water Pollution Control

8-01.1 Description

This section as written.

8-01.3(1) General

This section supplemented with the following:

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

In anticipation of rain events, the Contractor shall be prepared to place erosion and sediment control Best Management Practices (BMPs) with Project Manager approval. It is the Contractor's responsibility to install and maintain BMPs as necessary to prevent siltation. Erosion and sediment control BMPs to be used shall conform to the current Stormwater Management Manual for Eastern Washington, Department of Ecology Publication, Chapter 7 – "Construction Stormwater Pollution Prevention."

8-01.3(1)C Water Management

This section is modified as follows:

1. Water will need to be pumped from a sump to dewater the excavation area. Water that comes in contact with construction activity shall be pumped away from the site, dispersed, and infiltrated into the ground so it does not re-enter the stream by surface paths. An alternative method is to pump into a construction filter bag.

2. Process Water. No change
3. Offsite Water. No change
4. All excavation shall be done “in the dry,” meaning that no excavation shall occur where flowing immediately adjacent to the excavation is less than one vertical foot below the elevation of the excavation.

8-01.4 and 5 Measurement and Payment

There will be no unit of measurement for “Erosion Control and Water Pollution Control”. Payment will be based on the completion of the project

8-27 SITE RESTORATION

This section is added.

8-27.1 Description

The work consists of cleanup of the site, repair of access road, reinstalling the gate and posts, replanting disturbed areas, and any other work to restore the site to original conditions.

8-27.4 Measurement

There will be no specific measurement for “Site Restoration”.

8-27.5 Payment

Payment will be made in accordance with Section 1-04.1 upon completion of the project as directed by the Project Manager.

DRAWINGS FOLLOW