



PUBLIC UTILITY DISTRICT NO. 1 of CHELAN COUNTY
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January 29, 2009

Mr. Patrick Regan, P.E., Regional Engineer
Portland Regional Office
Federal Energy Regulatory Commission
805 SW Broadway, Suite 550
Portland, OR 97205

Re: Lake Chelan Hydroelectric Project No. 637-040
Request for Approval of Riverwalk Loop Trail Extension Contract Plans and Specifications

Dear Mr. Regan:

The Public Utility District No. 1 of Chelan County, Washington (Chelan PUD) hereby files for the Federal Energy Regulatory Commission's (Commission) approval of the contract plans and specifications for construction of the Riverwalk Loop Trail Extension as required in the License¹ for the Lake Chelan Hydroelectric Project No. 637 (Project).

In accordance with License Article 407, Settlement Agreement Article 11(k) of Appendix A of the License and the Commission's "Order Approving Recreation Resources Management Plan under Article 407"² issued April 14, 2008, also referred to as the Recreation Resources Management and Implementation Plan (RRMIP), Chelan PUD is preparing the construction of the Riverwalk Loop Trail Extension. As described in Section 4.5 of the RRMIP, the trail comprises of a paved trail from Riverwalk Loop Trail along the south shoreline of the Chelan River to line with Reach 1 Access Trail. Planning and development was conducted by Chelan PUD, in consultation with adjacent landowners, Chelan County, the City of Chelan, the Lake Chelan Trails Committee, and other interested parties.

Chelan PUD is submitting with this letter an original and two copies each of the items listed below. Additionally, in accordance with license Articles 303 and 305, two copies will be filed with the Commission's Washington D.C. office by copy of this letter. One of those copies will be a courtesy copy to the Director, Division of Dam Safety and Inspections.

¹ 117 FERC ¶62,129

² 123 FERC ¶62,047

*Mr. Patrick Regan, Regional Engineer
Federal Energy Regulatory Commission*

- Design drawings and specifications to be used for the proposed construction.
- Temporary Erosion and Sediment Control Plan (TESCP).
- Quality Control Inspection Plan (QCIP)
- Temporary Construction Emergency Action Plan (TCEAP) (**CEII-Designated Material**)

We would appreciate any comments you may have as soon as practicable, as it would be helpful in our efforts to maintain the overall project schedule, which is to begin construction by May 2009.

The Temporary Construction Emergency Action Plan meets the Critical Energy Infrastructure Information requirements under 18 CFR 388.113c. Chelan PUD requests the Commission to not release this information to the public. The cover letter and the remaining enclosures are considered public.

Regarding consultation, on July 18 and September 19, 2007 Chelan PUD conducted meetings inviting the Lake Chelan Recreation Forum to discuss the trail design and construction for the Riverwalk Loop Trail Extension. The minutes for this meeting were provided to the forum for comment of which none were received (see Enclosure I).

Accordingly, Chelan PUD respectfully requests your approval on the contract plans and specification for the Riverwalk Loop Trail.

Please contact Kris Pomianek of my office at (509)661-4186 or me if you have any questions or require additional information.

Sincerely,



Michelle Smith
Licensing & Compliance Manager
(509) 661-4180
michelle.smith@chelanpud.org

Enclosure I: Lake Chelan Recreation Forum Meeting Minutes dated July 18 and September 19, 2007

Enclosure II: Original and two copies of contract plans and specifications

cc: Honorable Kimberly D. Bose, Commission (two copies of construction drawings, with one copy as a courtesy copy to the Director of Division of Dam Safety & Inspections)

Adan Archuleta, Erich Gaedeke, Commission Portland Regional Office (copies of letter and Enclosure I only)

ENCLOSURE I:

**LAKE CHELAN RECREATION FORUM
MEETING MINUTES**

Lake Chelan Implementation Meeting Recreation Forum		Date: July 18, 2007 Time: 8:30 to 11:00 Location: Chelan County PUD Conference Room Chelan	
Meeting called by: Kris Pomianek		Type of meeting: <i>Lake Chelan Recreation Forum</i>	
Attendees:	Jim Urness, Lake Chelan Recreation Association Lanny Armbruster, Manson Parks and Recreation Rich Uhlhorn, Lake Chelan Recreation Association Greg Jones, Chelan County PUD Teka Parks, City of Chelan, Parks Department Karyl Oules, Community Member Scott McKellar, Water Street and Terrace Avenue		
Unable to attend:	Jay Witherbee, City of Chelan Bill Fraser, Washington State Parks Dave Erickson, City of Chelan, Parks Department Tim Hollingsworth, Pinnacle Surveying Jim Eychaner, IAC Tom O'Keefe, American Whitewater Dave Fonfara, City of Chelan Jim Harris, Washington State Parks Joe Kastenholz, USDA-FS Mary Pat Scofield, Bear Mountain Ranch, Chelan Roni Freund, Lake Chelan Tourism and Promotion Group Chris Totten, Fluid Adventures Mike Steele, Lake Chelan Chamber of Commerce Annelise Lesmeister, National Parks Service Art Campbell, Campbell's Resort Keith Truscott, Chelan PUD Ray Heit, Chelan PUD Michelle Smith, Chelan County PUD		
Meeting Purpose:	Third meeting of the <i>Lake Chelan Recreation Forum</i> to continue discussions on Lake Chelan license implementation.		
Minutes			
Review of 2nd draft of the Recreation Resources Management Plan Updates on implementation plans: <ul style="list-style-type: none"> • Dan Gordon Bridge Project • Reach One Trail • Riverwalk Loop Trail Extension 		Kris walked the group through the 2 nd draft of the Recreation Resources Management Plan and provided updates on each one of the projects and their development: <u>Dan Gordon Bridge Project</u> - Due to safety reasons, Chelan PUD asked for approval from FERC to proceed with this project prior to submitting the Recreation Resources Management Plan in November. FERC granted approval and Chelan PUD completed this project in June. (details are available in Addendum E of the Recreation Resources Management Plan). <u>Reach One Trail and Riverwalk Loop Trail Extension</u> - These trails are still in the plan development stage. A lengthy discussion regarding the proposed routes was held. It was determined by the group that a long range trail plan be developed by the Chelan Trails Committee and that Chelan PUD will work with them to determine what part of that long range plan they will be able to develop with the \$750,000 allotted under the New License. Jim	

	<p>Urness and Rich Uhlhorn are working with the Chelan Trails Committee in the development of the long range trails plan. Kris will be meeting with this committee on Tuesday, July 24. As plans develop, updates will be sent to the LCRF for review and comment before finalization. (a map of proposed trails can be accessed on the website)</p>
<ul style="list-style-type: none"> • Modifications for future trails • Whitewater Boating • Micro Park • Agreements with NPS and USDA-FS 	<p><u>Modifications for future trails</u> is outlined on page 9 of the second draft of the Recreation Resources Management Plan.</p> <p><u>Whitewater Boating</u> – The first draft of the Whitewater Boating Monitoring Study Plan is included under Addendum B of the Recreation Resources Management Plan. The following issues need to still be evaluated:</p> <ol style="list-style-type: none"> 1. Will there be anything done about the spectators? 2. Could we change the reservation time to 10 days rather than the 3 days outlined in the plan? 3. Should kayak criteria (hard shelled kayaks required) be put in the criteria? Who will decide if this is a hard shelled kayak? 4. What part in this process – day of - will American Whitewater play? They have more expertise than anyone at the PUD. 5. Should City of Chelan be added as an additional insured on an insurance policy? 6. On the pre-survey, should novice, intermediate and advanced be removed from the survey since we are encouraging only experts to be participating? 7. Who will determine whether a person is capable of participating or not? 8. More “logistics” on the day of the event need to be discussed with American Whitewater. <p><u>Micro Park</u> The feasibility study that was done on Water Street and Terrace Avenue in relation to the development of a micro park in this area is included under Addendum F. Rich and Jim expressed concerns about the outcome of the feasibility study. Scott McKellar, resident in this area, will talk with them outside the LCRF.</p> <p><u>Agreements with NPS and USDA-FS</u> – FERC has asked that these agreements be pulled from the Recreation Resources Management Plan and be handled separately as payment agreements. Additional information regarding these agreements can be obtained by contacting Janel Duffy at Chelan PUD, 661-4400 or janel.duffy@chelanpud.org.</p>
<p><u>Next Meeting:</u></p> <p style="text-align: center;">September 19 Chelan PUD offices, Chelan 8:30 to 11:30</p>	
<p>Website: Minutes, 2nd draft Recreation Resources Management Plan, Reach 1/Riverwalk Trail extension map</p>	

Lake Chelan Implementation Meeting Recreation Forum		Date: September 19, 2007 Time: 8:30 to 12:30 Location: Chelan County PUD Conference Room Chelan	
Meeting called by: Kris Pomianek		Type of meeting: <i>Lake Chelan Recreation Forum</i>	
Those attending:	Tim Hollingsworth, Pinnacle Surveying Jim Urness, Lake Chelan Recreation Association Lanny Armbruster, Manson Parks and Recreation Rich Uhlhorn, Lake Chelan Recreation Association Dave Fonfara, City of Chelan Mike Steele, Lake Chelan Chamber of Commerce Annelise Lesmeister, National Parks Service Art Campbell, Campbell's Resort Ray Heit, Chelan PUD Michelle Smith, Chelan County PUD Bernice Bernatz, Community Member Bob Eier, Community Member Mike Sherer, Lake Chelan Community Foundation Scott McKellar, Resident of Water Street and Terrace Avenue Jenae Miller, Community Member Duane Baker, Resident of Water Street and Terrace Avenue Dennis Bolz, Chelan County PUD Commissioner Jon McCreary, Developer		
Unable to attend:	Jay Witherbee, City of Chelan Bill Fraser, Washington State Parks Dave Erickson, City of Chelan, Parks Department Jim Eychaner, IAC Tom O'Keefe, American Whitewater Jim Harris, Washington State Parks Joe Kastenholz, USDA-FS Mary Pat Scofield, Bear Mountain Ranch, Chelan Roni Freund, Lake Chelan Tourism and Promotion Group Chris Totten, Fluid Adventures Keith Truscott, Chelan PUD Greg Jones, Chelan County PUD		
Meeting Purpose:	Fourth meeting of the <i>Lake Chelan Recreation Forum</i> to continue discussions on Lake Chelan license implementation.		
Minutes			
Welcome, introductions, minutes and agenda review			
Review Final of the Recreation Resources Management Plan			

<p>Updates on implementation plans:</p> <ul style="list-style-type: none"> • Dan Gordon Bridge Project • Whitewater Boating • Micro Park • Agreements with NPS and USDA-FS • Reach One Trail • Riverwalk Loop Trail Extension 	<p><u>Dan Gordon Bridge Project:</u> This project entailed the repair of sidewalk and handrail under the Dan Gordon Bridge. Chelan PUD explained this project to FERC and requested early implementation due to safety concerns. This project began May 29, 2007 and was completed on June 18, 2007. Final approval was received from FERC on July 9, 2007.</p> <p><u>Whitewater Boating:</u> The Whitewater Boating Monitoring Study Plan was reviewed. The plan is complete including sections that outline the description of the Chelan River, International Scale of River Difficulty, and plans for the day of the event. In addition, addendum sections include the application, web page, survey instrument, boater liability waiver form and annual schedule.</p> <p><u>Micro Park:</u> The Feasibility Study that was conducted on Water Street and Terrace Avenue on the land owned by Chelan PUD, was discussed. The results of the study indicated that there is not enough space on PUD owned lands to put a micro park. It was suggested that on page 45 of the Recreation Resources Management Plan that the last line under 4.7 be removed. <i>In addition, Chelan PUD has determined that these parcels should remain undeveloped for future project purposes.</i> Staff will take this into consideration. In addition, it was suggested that Chelan PUD work with the City of Chelan or other local stakeholders should they decide to develop trails or a park alongside the property owned by Chelan PUD.</p> <p><u>Agreements with NPS and USDA-FS:</u> Annelise Lesmeister from National Park Service was in attendance and explained that Chelan PUD will be entering into agreements with National Park Service and USDA Forest Service for money for improvements to docks and recreation areas as well as repairs to erosion sites. FERC has asked that these agreements not be part of the Recreation Resources Management Plan but be submitted under separate cover. These agreements are available for review on the Lake Chelan License Implementation website.</p> <p><u>Reach One Trail, Riverwalk Loop Trail Extension:</u> An extensive discussion followed on these two trails. Kris outlined for the group the proposed trails. The following comments were received from members of the Lake Chelan Trails Association:</p> <ul style="list-style-type: none"> • Chelan PUD should mitigate or “make up” for what the community did not get in the license order. (i.e. crossing the dam, completing the Reach 1 loop, land not deeded to the City on Water Street and Terrace Avenue). Michelle explained that the license outlines the mitigation issues that Chelan PUD will adhere to. The license does not indicate that we should mitigate for those things that FERC did not support nor for those things that we are unable to construct due to engineering concerns, i.e. unstable ground or erosion. • There was a discrepancy as to the interpretation of “along the shoreline”. Although the group would like to put a board walk over the water, security will not allow it, due to safety and security concerns. Chelan PUD is proposing a trail up above that area.
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	<ul style="list-style-type: none"> • Prefer "loop" in Reach 1. The current proposal stops at a lookout along the Chelan River. The developer of the area that is beside this trail will talk with his partners about finding ways to work together with the PUD to complete the loop. It was suggested that such plans be put in writing and submitted to Kris for PUD staff review and comment. • It was discussed that the Riverwalk Loop Trail Extension is a 5 foot wide paved trail that is ADA accessible. It is 1,999.90 feet in length and maintenance appropriated through the license is \$5,000 per year. The cost to construct this trail is \$341,000. • The Reach 1 Trail is made up of a compacted gravel surfacing and is 5 feet wide and is 6,111.57 feet in length. Maintenance appropriated through the license is \$4,500 per year. The cost to construct this trail is \$248,000. • The Lake Chelan Trails group asked also that on the Reach 1 map that "future community trail development" be indicated. • The group also asked for a copy of the cost of doing the board walk over the water along the shoreline. In addition, staff indicated that they would check with security to find out if crossing into the boat barrier area would be possible. That cost analysis and security consultation is attached with these minutes. • Michelle explained that the Settlement Agreement represents a contract costs, scope and maintenance as agreed to by the signers of the agreement. She further explained the dispute resolution process that can be entered into by these signers. However, comment letters regarding questions or concerns can be sent in by anyone. All letters will be answered and will be sent to FERC with the Recreation Resources Management Plan and will become part of the permanent public record. • A member of the Lake Chelan Trails Association asked for a guarantee from the PUD that a primitive trail could be built further down into the gorge. Commissioner Bolz indicated that he could not commit without discussing this further with his fellow Commissioners and with staff. When a proposal is received from the Lake Chelan Trails Association regarding an additional primitive trail further down into the Gorge, it will be evaluation by staff. • Staff was asked to provide the following: <ul style="list-style-type: none"> Costs associated with shoreline trail: <ul style="list-style-type: none"> Development and O & M Costs associated with each trail by lineal foot and O&M associated with each (outlined above) • It was recommended that opportunities for utilizing volunteer help during the implementation process be evaluated.
<p><u>30 day comment period</u> Final Recreation Resources Management Plan will be submitted to FERC on November 1.</p>	<p><u>30 Day Comment Period:</u> September 19 through October 19. All comments are welcome and will be answered and become part of the Recreation Resources Management Plan that is sent to FERC and part of the permanent record.</p>
<p>Handouts: Agenda , minutes, Final Recreation Resources Management Plan, Reach 1/Riverwalk Trail extension maps</p>	

ENCLOSURE II:

CONTRACT PLANS AND SPECIFICATIONS

**RIVERWALK LOOP TRAIL EXTENSION
PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY**

SOIL EROSION AND SEDIMENT CONTROL PLAN

Public Utility District No. 1 of Chelan County (District) owns and operates the Lake Chelan Hydroelectric Project. Lake Chelan Dam is located at the lower end of Lake Chelan, in the city of Chelan, Washington. The Lake Chelan Project powerhouse is located in the town of Chelan Falls, near the confluence of the Chelan and Columbia Rivers approximately 2.5 miles east of the city of Chelan and 40 miles north of Wenatchee, Washington.

In accordance with the FERC License Order dated November 6, 2006, the District will design and construct a paved trail that links Chelan PUD's existing Riverwalk Loop Trail to the Reach 1 Access Trail. The trail will not cross Lake Chelan Dam as was originally considered but rather run along the south shoreline of the Chelan River. The scope of the work covered by this Temporary Construction Emergency Action Plan (TEAP) is construction of the Trail.

The following constitutes the Soil Erosion and Sediment Control Plan (ESCP) as required in Article 303 of the FERC License Order.

1.0 SCOPE OF WORK

The Trail consists of a 6 foot wide asphalt and concrete sidewalk pathway approximately 3,000 feet in length. Approximately 900 feet of the trail utilizes existing Chelan City Sidewalks. Approximately 230 feet of new sidewalk will be constructed. A 100 foot long section of the trail will necessitate the construction of an earth embankment to accommodate disability (ADA) access.

Both temporary and permanent erosion control devices will be employed during construction of the Trail. The locations and details for these devices are as shown in the construction drawings. A temporary erosion control device consisting of a silt fence will be installed between the river and the cleared and grubbed limits of the earth embankment. An erosion control blanket will be installed on the finished and seeded slopes of the embankment. Straw bales will be placed as needed in areas determined by the engineer during construction.

2.0 IMPLEMENTATION

All erosion control work will be performed under the direction of a Contractor having experience in erosion control methods of construction. The Contractor will be required to inspect, maintain and keep devices in a good working condition. Periodic reviews will be conducted by the Owner's certified erosion and sediment control lead (CESCL).

Specific notes to the Contractor as shown in the construction drawings are as follows:

1. ALL LIMITS OF CLEARING AND AREAS OF VEGETATION PRESERVATION SHALL BE OBSERVED DURING CONSTRUCTION.
2. ALL REQUIRED SEDIMENTATION/EROSION CONTROL FACILITIES MUST BE IN OPERATION PRIOR TO LAND CLEARING AND/OR OTHER CONSTRUCTION. ALL EROSION AND SEDIMENT FACILITIES SHALL BE MAINTAINED IN A SATISFACTORY

CONDITION UNTIL SUCH TIME THAT CLEARING AND/OR CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR ON-SITE EROSION HAS PASSED. THE IMPLEMENTATION, MAINTENANCE, REPLACEMENT AND ADDITIONS TO EROSION/SEDIMENTATION CONTROL SYSTEMS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

3. THE EROSION AND SEDIMENTATION CONTROL SYSTEMS DEPICTED ON THIS DRAWING ARE INTENDED TO BE MINIMUM REQUIREMENTS TO MEET ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES AND AS UNEXPECTED OR SEASONAL CONDITIONS DICTATE, THE CONTRACTOR SHOULD ANTICIPATE THAT MORE EROSION AND SEDIMENTATION CONTROL FACILITIES WILL BE NECESSARY TO ENSURE COMPLETE SILTATION CONTROL ON THE SITE. DURING THE COURSE OF CONSTRUCTION, IT SHALL BE THE OBLIGATION AND RESPONSIBILITY OF THE CONTRACTOR TO ADDRESS ANY NEW CONDITIONS THAT MAY BE CREATED BY HIS ACTIVITIES AND TO PROVIDE ADDITIONAL FACILITIES, OVER AND ABOVE THE MINIMUM REQUIREMENTS, AS MAY BE NEEDED TO PROTECT ADJACENT PROPERTIES AND THE WATER QUALITY OF THE RECEIVING DRAINAGE SYSTEM.
4. THE CONTRACTOR SHALL REMOVE MATERIAL DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO LOCAL ROADWAYS OR INTO THE EXISTING STORM DRAINAGE SYSTEM. DEBRIS SHALL NOT BE WASHED INTO THE STORM DRAINAGE SYSTEM.
5. TEMPORARY EROSION CONTROL FACILITIES SHALL BE INSPECTED WEEKLY AND MAINTAINED WITHIN 24 HOURS FOLLOWING A STORM EVENT. SEDIMENT SHALL BE REMOVED TO INSURE THE FACILITIES WILL FUNCTION PROPERLY. THE FACILITIES SHALL BE SATISFACTORILY MAINTAINED UNTIL CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR ON-SITE EROSION HAS PASSED.
6. NO DISTURBED SOIL SHALL REMAIN UNSTABILIZED FOR MORE THAN TWO DAYS.

3.0 CONCLUSION

Construction of the Riverwalk Loop Trail Extension includes the employment of both temporary and permanent sedimentation and erosion control devices consistent with Article 303 of the FERC license order as detailed herein and in the construction drawings.

Quality Control and Inspection Plan

Riverwalk Loop Trail Extension

**Lake Chelan Hydroelectric Project
FERC Project No. 637**

January 2009

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1. Introduction

Public Utility District No. 1 of Chelan County (District) owns and operates the Lake Chelan Hydroelectric Project. Lake Chelan Dam is located at the lower end of Lake Chelan, in the city of Chelan, Washington. The Chelan powerhouse is located in the town of Chelan Falls, near the confluence of the Chelan and Columbia Rivers approximately 2.5 miles east of the city of Chelan and 40 miles north of Wenatchee, Washington.

In accordance with the FERC License Order dated November 6, 2006, the District will design and construct a paved trail that links Chelan PUD's existing Riverwalk Loop Trail to the Reach 1 Access Trail. The trail will not cross Lake Chelan Dam as was originally considered but rather run along the south shoreline of the Chelan River starting above and ending below the Dam. The FERC license order requires that Chelan PUD will begin design and construction of the Trail within one year of the effective date of the new license. The District intends to start construction May 2009 and complete by September 2009.

The project has been designed using Chelan PUD engineering staff. The same staff will oversee construction of the trail. Construction activities will take place on the southern shoreline of Chelan Dam. There will be no impact or damage risk imposed on the Chelan project.

2. Organization and Staffing Responsibilities

A. Titles, duties, and responsibilities of staff

An organizational chart for this project is presented in Appendix A. Responsibilities for maintaining quality assurance are as follows:

(1) Project Manager

Robert "Bob" Seabeck
Chelan County PUD
327 North Wenatchee Avenue
Wenatchee, WA 98801

Chelan County PUD
P.O. Box 1231
Wenatchee, Washington 98807

Telephone: (509) 661-4487 office
(509) 669-2311 mobile
(509) 662-4746 home

- Review the Contractor's Quality Control documents and project reports.
- Provide Quality Assurance by personally observing or observing via an inspection team the construction on a full-time basis to ensure compliance with contract drawings and specifications.
- Maintain daily records of type, quantity, location, and quality of construction work.

- Conduct weekly construction progress meetings, prepare documentation of meeting discussions, and distribute copies of the discussions.
- Perform final inspection with Project Team and recommend acceptance of completed project.
- File daily progress reports, nonconformance reports, and environmental deficiency reports as appropriate (sample copies presented in Appendix C).

(2) Design Engineer/ Owner's Engineer, 1st Alternate

Courtney Hill, PE
Chelan County PUD
327 North Wenatchee Avenue
Wenatchee, WA 98801

Chelan County PUD
P.O. Box 1231
Wenatchee, Washington 98807
Telephone: (509) 661-4143 office
(509) 668-4143 mobile
(509) 884-3439 home

- Review Contractor's submittals.
- Provide ongoing technical assistance/clarification, as needed.
- Provide on-site inspection, as requested, at critical phases of construction.
- Provide clarification of drawings and specifications.
- Provide project record drawings at completion of the project.
- Periodically review Owner's quality control documents and project reports.

(3) Testing Service

To be determined on an as-needed basis.

(4) Construction Contractor

- Construct project to meet project specifications.
- Perform testing and inspection as necessary to control the quality of the work.
- Submit documents, material certificates, shop drawings, product data, and testing results to Owner's Engineer as specified in the *Technical Specifications*.
- Implement and monitor jobsite safety program and be responsible for jobsite safety.
- Implement and monitor construction techniques and procedures so that project quality control standards will be met as verified by the District and site Engineers.

B. Approval and rejection of work

The approval and rejection of work will be subject to the judgment of the Construction Manager.

C. Authority to stop work

The Owner's Construction Manager will have the authority to stop work on the project.

D. Resumes

Resumes of key quality control personnel are included in Appendix B.

3. Inspection Plan and Field Practices

A. Inspection criteria

Criteria for evaluating the quality of work under the contract are contained in the specifications, drawings, and other contract documents. The following items will be completed to make effective use of the contract documents.

- Prior to the start of work at the site, the Owner's Construction Manager and Inspectors shall take the time to become familiar with the contract documents.
- The Owner's Construction Manager and Inspectors shall review relevant portions of the documents daily as the work progresses.
- The Project Manager shall ensure that the Construction Manager/Inspector receives copies of any revisions to the contract documents in a timely manner and shall discuss the revisions to ensure a common understanding of them.

B. Inspection equipment and resources

The independent testing service will supply qualified personnel and appropriate testing equipment to satisfy the requirements of the Quality Control Inspection Plan (QCIP).

C. Contractor operations

The Contractor is responsible for choosing equipment and methods adequate to perform the work specified in the contract documents and for actually achieving the required results. For this reason, the Owner's Construction Manager will avoid direction or control of the Contractor's operations. The Owner's Construction Manager is responsible for verifying that the contract documents are being followed and the required results are being/have been achieved.

D. Coordination with Contractor's schedule

The Contractor's proposed construction schedule will be submitted after the contract is awarded. The Contractor will be required to notify the Owner 24 hours in advance of starting, or restarting, on-site construction activities.

E. QCIP operations

The Owner's Construction Manager and Inspectors are chiefly responsible for observing details of the Contractor's work as it progresses to verify that it meets requirements of the contract documents. This will require the Owner's Construction Manager and Inspectors to:

- Be familiar with the contract documents, including the technical specifications and drawings.
- Be present at key times to verify and approve items as they come up.

- Be present to observe and document progress of the work as outlined below.
- Understand the intent of the drawings and specifications as a basis for exercising judgment, as appropriate, during the work.

The Owner's Construction Manager and Inspectors shall notify the Contractor immediately upon discovery of any item of work, completed or in progress, which does not meet requirements of the contract documents.

If conditions are encountered that require redesign or substantial modification of the work, the Inspector shall contact the Construction Manager and Engineer for guidance. The contact shall be made in a timely manner to avoid or minimize delay of the work.

If the Owner's Construction Manager or Inspector observes work being performed by the Contractor in such a way that it could negatively impact human safety or cause significant damage to property, he shall immediately notify the Contractor. If the problem is not addressed by the Contractor in a timely manner, the Owner's Construction Manager or Inspector shall issue an order to the Contractor to stop work until the apparent problem is resolved.

The Owner's Construction Manager or designated Inspector also is present to serve as the interface between the Contractor and the Owner's other personnel on site. For this purpose, the Owner's Construction Manager or Inspector will be present at all times when the Contractor is working on the site.

F. Frequency of inspections

During construction, the Independent Testing Service and Engineer will perform site visits as required to comply with the specifications. Full-time observation services will be provided by the Owner's Construction Manager during fieldwork. The Engineer will provide on-site inspection during critical phases of the construction, as requested by the Construction Manager.

4. Documentation

The Owner's Construction Manager is responsible to maintain certain records as the construction progresses. The types of documentation are outlined below, and sample forms are attached, as appropriate.

A. Daily Progress Reports

A Daily Progress Report (DPR) has been developed to document work progress, site conditions, and other relevant items. A report shall be filled out for each shift worked. A sample DPR form is presented in Appendix C.

B. Nonconformance Reports

A Nonconformance Report (NCR) form has been developed to document work that does not meet the project plans and specifications. Nonconforming work is defined as a deficiency in characteristic, documentation, or procedure that renders the work unacceptable with respect to the quality

requirements for the project. A sample NCR form is presented in Appendix C.

An NCR shall be issued to the Contractor when he/she presents any portion of their work as complete and a serious deficiency exists or a deficiency trend is occurring in subsequent similar work. NCRs are not to be used for documenting acknowledged incomplete "punch list" type work items or for problems relating to project design. If the Independent Testing Service determines that rework is necessary, it should be reworked and retested without an NCR being issued.

The Owner's Construction Manager is responsible for submitting NCRs. The NCRs shall be numbered sequentially. A copy of all NCRs shall be forwarded to the Contractor and the Owner. The NCRs shall be reviewed weekly by the Owner's Construction Manager to evaluate the Contractor's compliance with corrective action requirements and to identify the need for follow-up action.

In the event of the Contractor's failure to comply with the corrective action requirements of an NCR, either unsatisfactory work or failure to meet the time requirements, the following procedure will be implemented:

- The Owner's Construction Manager will prepare a formal contract correspondence letter with a copy of the original NCR attached advising the Contractor of his/her failure to meet the corrective action requirements.
- Distribution of all such follow-up NCR correspondence shall be the same as the original NCR and shall be filed in the appropriate NCR file.

C. Environmental Deficiency Reports

An Environmental Deficiency Report (EDR) form has been developed to document any observed violations of environmental requirements of the contract documents and their resolution. A sample EDR form is presented in Appendix C.

D. Material Test Reports

Materials sampling and test reports will describe the type and location of the material being tested, as well as the date, time, and weather conditions when obtaining the sample or performing the test. A record of the tests performed, applicable standards, and test results shall be distributed to the Owner's Engineer and Contractor.

E. Maintenance of records

All documents, correspondence, and data pertaining to the project must be clearly identified, organized, and filed with the Owner's Construction Manager. The Owner's Construction Manager will maintain one set of record drawings in the field for use in preparing final record drawings.

F. Photographs

Photographs of significant construction activities will be taken throughout the construction period by the Owner's Construction Manager. All photographs will be dated with identification, as appropriate, of the object being photographed.

5. Training

No formal training is proposed for this project.

6. Material Testing

The number and type of tests to be performed during construction are presented in the specifications and drawings. Material testing will be performed in accordance with the Contract Documents, by an Independent Testing Service where appropriate.

7. Environmental Compliance

A. Environmental Compliance Plan

The proposed construction will involve removal of an existing chip seal road surface, excavation and fill placement. The Contractor will submit the following in order to ensure environmental compliance:

- Copies of hazardous waste disposals as required.
- Waste testing and disposal plan.
- A detailed temporary Erosion and Sediment Control Plan for the project.

B. Frequency of inspections

Inspections for compliance with the design will take place on a daily basis.

C. Documentation and corrective actions

Documentation of any observed violations of environmental requirements of the Contract Documents will be included in an EDR along with their resolution.

8. Schedule

A. Start and finish dates

Construction is scheduled to begin May 2009 and complete by September 2009.

B. Anticipated construction sequence

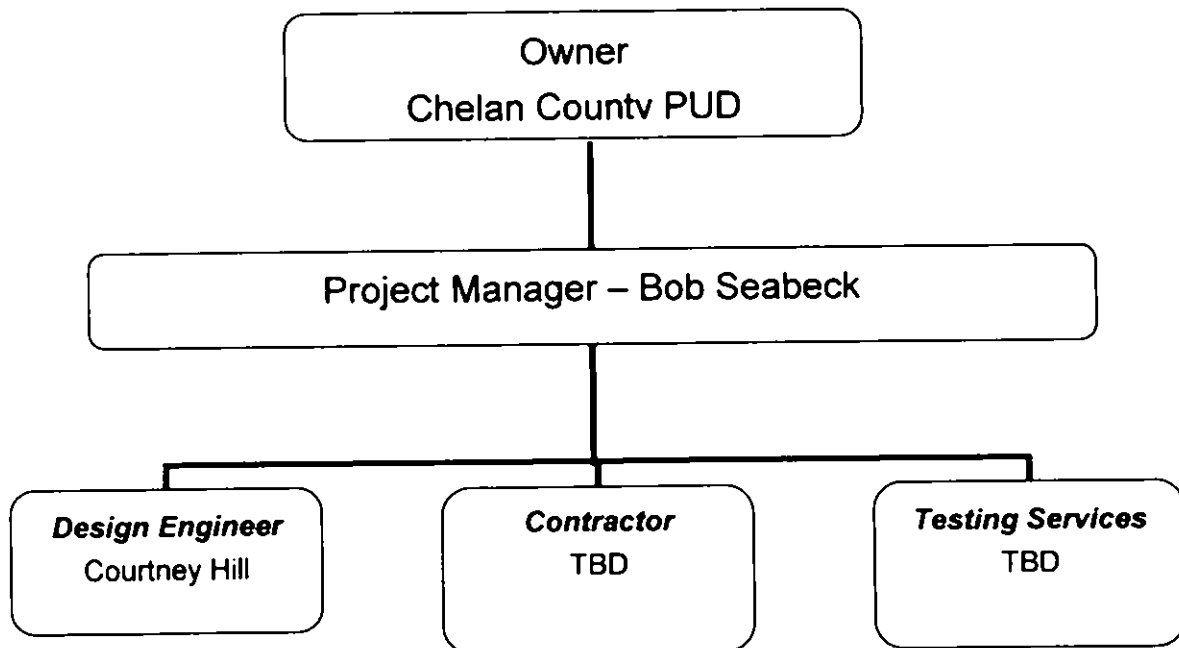
The construction sequence is anticipated to begin with an earth embankment and proceed with trail Construction. The Contractor will prepare and submit a more detailed schedule once a Notice to Proceed is issued.

9. Planned use of consultants

There are no plans to use any consultants.

Appendix A. Organizational Chart

Organizational Chart
Chelan River Project
Lake Chelan Hydroelectric Project



Appendix B. QCIP Personnel Resumes

Robert J. Seabeck
1340 Westwood Ave.
(509) 662-4746

**SKILLS
PROFILE**

- 18 years of experience in all phases of District construction.
- Completed District pre-supervisor training.
- District trained in confined space entry, OSHA, WISHA, First Aid, Flagging, and CPR.
- Currently supervising 10 employees.
- Have developed department policies and procedures.
- Write weekly and monthly reports to managers.
- Knowledgeable in project and construction management.
- *Personable and articulate; skilled in handling the public with professionalism and courtesy.*
- Experienced in writing and delivering presentations at executive meetings.
- Qualified at writing specifications, and coordination of bidding projects in compliance with District and state bidding laws.
- Use Maximo to create work orders, schedule activities and complete time keeping.
- Budget and schedule development.
- Have a strong working relationship with CM, RR, RI, REO, union labor staff
- Possess good computer skills, including Microsoft Project, Excel, Word, Office, and other general software.

**WORK
HISTORY**
July 1998-
present

Construction Manager, Chelan County PUD

- Develop and manage construction projects.
- Served on team that created short- and long-term department objectives in accordance with company goals.
- Perform scheduling, record keeping and other related tasks to ensure compliance with specifications.
- Responsible for witnessing holdpoints and total project quality control.
- Responsible for progress payments approval, work performed, variance documentation, and progress reports to directors and superintendents.
- Responsible for preparation, collection, and approvals of contract bids.
- Responsible for managing multiple construction projects, with a financial responsibility of up to \$3 million dollars at anyone time.

June 1992-
July 1998

Field Engineer, Chelan County PUD

- Responsible for preparing bid specifications and organizing the work to be performed by contractors or in-house labor.
- Responsible for maintaining records and writing daily reports on the project progress.
- Ensured all safety rules and regulations were followed.
- Responsible for quality control and quality assurances for District construction projects.

Courtney Hill, P.E.

Civil Engineer III, PUD No. 1 of Chelan County

Education

M.S. Civil Engineering, Brigham Young University, 1999

B.S. Civil Engineering, Brigham Young University, 1998

Professional Affiliations

Registered Professional Engineer, Washington State

Member, American Society of Civil Engineering

Continuing Education/Training

ASCE Seminars in Cost Estimating (2000), Shoreline Stabilization (2004), Pumping Systems (2005) and Water Hammer (2006)

Pimavera Courses 102 & 106 (2006)

Experience - PUD No. 1 of Chelan County (October 2002 to present)

Chelan River Project, Nov. 2006 to present, T.P.C. ~\$3.75M

District's project engineer for the Low Level Outlet, responsibilities include: leading and coordinating design development with external design consultant and District stakeholders, contract development and administration

Chelan Ridge Source Water Improvements Project, Sept. 2003 to June 2007, T.P.C. ~\$1M

District's project manager and design engineer for development of new 350 gpm domestic water source, waterworks building, access road and 2,000 LF of 8-inch ductile iron water main; responsibilities included: developing feasibility/alternative analysis; exploratory drilling work; leading and conducting design development; permitting including water rights, land easement, shoreline, DOT and building; contract development and administration; and construction management

Other PUD Projects Include:

- Chelan Hatchery Well Field Additional Wells,
- Rock Island Hydro Park Irrigation Well, April 2005 to June 2006, T.P.C. ~\$100,000
- Dryden Wastewater Influent Metering, May 2004 to January 2005, T.P.C ~\$100,000
- Dryden Canal Lining, 2004, T.P.C ~\$500,000
- Tumwater Fishway – Fish Collection Improvements
- Dryden Right Bank Fishway – Fish Collection and Handling Improvements
- Confluence State Park Shoreline Stabilization
- Compliance with Ecology Water Measurement Rule
- Carlton Pond Lining

Other Employment Experience:

Franson-Noble Engineering, American Fork, UT, May 1999 to October 2002

- Otter Creek Dam Rehabilitation – design lead for fuse plug spillway
- Dairy Dam Construction – design lead for 30" twin outlets
- Combined Canals Reservoir – design lead for dam outlet
- Reinforced Concrete Domestic Water Reservoirs – design lead

Appendix C. Construction Management Sample Forms

Nonconformance Report				NCR No.
Chelan River Project				
Description:				
Reference documents				
Spec. section:		Inspector/date:		
Drawing:		Engineer/date:		
Disposition:				
		Engineer/date:		
		Inspector/date:		

Environmental Deficiency				
Chelan River Project				Report No.
Date/time:				
Description:				
Reference Documents				
Spec. Section:				
Drawing:				
Please correct the above deficiency by:				
Disposition:				
Sign and return this form when the deficiency is corrected.				
signature		date		

Bid No. 09-02

Chelan Riverwalk Extension Trail



PUBLIC UTILITY DISTRICT No. 1
***of* CHELAN COUNTY**
PROCUREMENT AND CONTRACT SERVICES
P.O. Box 1231 (98807)
327 North Wenatchee Avenue
Wenatchee, WA 98801
(509) 661-4479 or (888) 663-8121
http://www.chelanpud.org/cf/PCS_Bids

Bid No. 09-02

Chelan Riverwalk Extension Trail

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- Section B - Bidding Instructions**
- Section C - General Conditions**
- Section D - Supplemental Conditions**
- Section E - Contract Document Forms**
- Section F - Bidder's Data**
- Section G - Specifications**
- Section H - Contract Drawings**
- Section I – Prevailing Wage Rates – State of WA**

**SECTION A****ADVERTISEMENT FOR BID NO. 09-02****Chelan Riverwalk Extension Trail**

Sealed bids will be received by Public Utility District No. 1 of Chelan County, Washington, at the office of the District, Attention: Christi VanWagner, Procurement and Contract Services, 327B North Wenatchee Avenue, Wenatchee, Washington, 98801, until 2:30 pm, Pacific Time, Tuesday, April 28, 2009, for supplying all facilities, labor, materials, and equipment as specified, and performing all work required in accordance with the Contract Documents.

The Contract Documents, in whole or in part, may be available in read-only format at http://www.chelanpud.org/cf/PCS_Bids. The District makes no representation as to the completeness of the electronic file. Prospective Bidders may obtain Contract Documents from the Procurement and Contract Services Department. Requests are accepted online at http://www.chelanpud.org/cf/PCS_Bids, or in writing to P.O. Box 1231, Wenatchee, WA 98807, or by telephone at (509) 661-4479 or (888) 663-8121, extension 4479, or may be viewed in person at 327B N. Wenatchee Avenue, Wenatchee, Washington.

Bidders desiring to bid on Bid No. 09-02, Chelan Riverwalk Extension Trail, must be prequalified to perform the Work as required by the Revised Code of Washington (RCW 54.04.085) in order to obtain copies of the bidding documents, including the bid form, for such work.

A mandatory pre-bid meeting and site visit will be conducted on Thursday, April 16, 2009 at 10:00 am. Those attending will meet at the Chelan Riverwalk Park boat launch for a brief meeting and plan review followed by a visit to the job site. If you have questions on location of the pre-bid meeting, please contact the Project Manager below:

Public Utility District No. 1 of Chelan County
P.O. Box 1231 (98807), 327 North Wenatchee Avenue
Wenatchee, Washington 98801
Telephone: (509) 661-4487 or (888) 663-8121, extension 4487
Attention: Robert Seabeck

The District reserves the right to reject any and/or all bids, and/or to waive informalities, and to accept any bid which is in the District's best interests.

END OF SECTION A



SECTION B

BIDDING INSTRUCTIONS

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SECTION B
BIDDING INSTRUCTIONS

1. RECEIPT AND OPENING OF BIDS

Public Utility District No. 1 of Chelan County, Washington (herein called the "District"), invites bids on the forms contained in SECTION E, CONTRACT DOCUMENT FORMS of the Contract Documents. All blanks must be appropriately filled in. The envelopes containing the bids must be sealed, addressed and delivered to Christi VanWagner, Procurement and Contract Services, Public Utility District No. 1 of Chelan County, at office at 327B North Wenatchee Avenue, Wenatchee, Washington 98801 (P. O. Box 1231, Wenatchee, WA 98801) and designated as Bid No. 09-02 for Chelan Riverwalk Extension Trail. Bids will be publicly opened and read aloud at 2:30 pm, Pacific Time, Tuesday, April 28, 2009. E-mail bids are not allowed. The District may waive any informalities or immaterial irregularities, as authorized by applicable law, or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered except as otherwise permitted by these Contract Documents. No Bidder may withdraw a bid during the time the Bid Proposal states the bid shall remain in force.

2. PREPARATION OF BIDS

Each bid must be submitted on the prescribed forms contained in SECTION E, CONTRACT DOCUMENT FORMS, of the Contract Documents. All blank spaces for bid prices must be filled in, in ink or typewritten, and shall include the following:

- Original of the executed Bid Proposal form, Bid Price Schedule, Unit Price Schedule for Changed Work (if applicable), Noncollusion Affidavit of Prime Bidder, List of Proposed Subcontractors, and Bidder's Data (if applicable).
- Acknowledgment of receipt of Addenda to Contract Documents on Bid Proposal form.
- Bid Bond, or certified or cashier's check.

Bidder's failure to properly complete or submit the above referenced documents may result in rejection of its bid if the omission is determined by the District to be material.



3. CLARIFICATION OF BID

Any Bidder may submit data to clarify its bid in a sealed envelope at any time prior to the scheduled closing time for receipt of bids. If clarification is submitted by Electronic Transmission, it shall be sent to an independent third party and that third party shall deliver said clarification to the District in a sealed envelope at any time prior to the scheduled closing time for receipt of bids. All such communications must be received by the District prior to the time set for bid opening. If clarification is submitted by Electronic Transmission to an independent third party, Bidder shall mail or send via private carrier or courier to the District, prior to time set for bid opening, written confirmation of the Electronic Transmission clarification or modification with the signature of the Bidder. The sole purpose of this provision is to allow Bidders to clarify any perceived ambiguity in the terms or conditions of their bid or supporting data or to add or delete any terms or conditions to their bid. If written confirmation is not received within five (5) days from the time set for bid opening, no consideration will be given to the modification.

4. EXTENSION OF DUE DATE

The District reserves the right to extend the time for receiving and opening bids. If the time is extended, notice of the extension(s) will be given prior to the originally specified due date to each entity which has been furnished copies of the Contract Documents by the District.

5. DELAY IN RECEIPT OF BID

Any bid received after the time and date specified may be marked as to date and time received and returned to Bidder unopened by the District. If a bid arrives by mail after the opening time and is postmarked by the post office, private carrier or courier of the Bidder sufficiently in advance of bid opening time to have normally reached the District prior to bid opening, and it is determined by the District that nonarrival on time was due solely to delay by the post office, private carrier or courier for which the Bidder was not responsible, such bid may be considered.

6. WITHDRAWAL OF BIDS

A Bidder may withdraw its bid before the time set for opening sealed bids, but may not do so once that time arrives. However, if the District extends the time for receiving and opening sealed bids (SECTION B, BIDDING INSTRUCTIONS, EXTENSION OF DUE DATE), a Bidder may withdraw its bid until the new time for opening bids arrives. In addition, a Bidder, regardless of whether the District selects it as the lowest responsible bidder, may not withdraw its bid during the time the Bid Proposal states the bid shall remain in force.



7. BID PRICE

The Bid Price shall be submitted on the forms contained in SECTION E, CONTRACT DOCUMENT FORMS, of these Contract Documents.

Bidder shall fill in all prices for the Work and for each Alternate (if applicable) in the appropriate spaces provided in the Bid Proposal form and Bid Price Schedule(s).

The Work covered by the Contract Documents may fall under the statutes of the State of Washington relating to public works and payment of prevailing rate of wage as more fully set forth in the General Conditions contained herein.

The cost of furnishing a Performance and Payment Bond shall be included in the Bid Price. The Performance and Payment Bond shall include Washington State sales tax.

The Bid Price shall be all inclusive to include the furnishing of all labor, supervision, materials, tools, equipment, permits, all taxes (excluding Washington State sales tax on the Bid Price), licenses, insurance, overhead, profit, temporary construction, temporary facilities, cleanup and all miscellaneous items for the Work as required by the Contract Documents. The District will pay the Contractor for Washington State sales tax; this tax shall be shown as a separate item on invoices and will be paid on the basis of Work completed with no portion withheld for retainage.

8. BID BOND OR DEPOSIT

Each bid must be accompanied by a certified or cashier's check, payable to the order of Public Utility District No. 1 of Chelan County, Washington, for a sum of 5 percent of the Bid Price or by a Bid Bond, in the form included in SECTION E, CONTRACT DOCUMENT FORMS, BID BOND, of these Contract Documents, in an amount of 5 percent of the Bid Price (unless otherwise specified in Supplemental Conditions), with a corporate surety licensed to do business in the State of Washington, and acceptable to the District. The Bid Bond amount shall be calculated on the base Bid Price without consideration of options, if any. The Bid Bond shall be accompanied by a certified copy of the power of attorney authorizing the attorney-in-fact of the corporate Surety to execute and deliver the Bond on behalf of the Surety, together with a currently executed certificate of an authorized officer of the Surety stating that the power of attorney is in full force and effect. The Bid Bonds, certified or cashier's checks of all Bidders will be returned without interest after the Contract has been awarded to the successful Bidder, except that of the successful Bidder which shall be retained until the Contract is entered into and a bond to perform the Work, with Surety Satisfactory to the District, is furnished in accordance with the Contract Documents. The Bid Bond shall be at the expense of the Bidder. The amount of the certified or cashier's check, if furnished, or Bid Bond will



Section B Bidding Instructions

be forfeited to the District as liquidated damages unless the successful Bidder enters into a Contract in accordance with its bid within ten (10) days after it is notified that it is the successful Bidder. Bidders may file an annual Bid Bond in a form acceptable to the District to satisfy the Bid Bond requirement for any bid submitted by the Bidder during the applicable period of coverage.

9. PERFORMANCE AND PAYMENT BOND

The successful Bidder must, within ten (10) days after it is notified that it is the successful Bidder by the delivery of a Notice of Award, furnish a Performance and Payment Bond which must be submitted on the form included in SECTION E, CONTRACT DOCUMENT FORMS, of these Contract Documents. The Performance and Payment Bond shall be for 100 percent of the Contract Price plus Washington State sales tax unless otherwise specified in Supplemental Conditions. The Performance and Payment Bond shall extend through the warranty period unless otherwise specified in SECTION D, SUPPLEMENTAL CONDITIONS. The Performance and Payment Bond shall be executed with a Satisfactory Surety authorized to issue surety bonds in the State of Washington. The Performance and Payment Bond shall be accompanied by a certified copy of the power of attorney authorizing the attorney-in-fact of the corporate Surety to execute and deliver the Bond on behalf of the Surety, together with a currently executed certificate of an authorized officer of the Surety stating that the power of attorney is in full force and effect. The actual cost of the Performance and Payment Bond shall be borne by the successful Bidder. At the District's sole discretion, authorization may be given to Contractor to begin the Work while finalizing minor deficiencies in the Performance and Payment Bond; progress payment(s) may be withheld until the deficiency(ies) is corrected.

10. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Bidder shall base its bid upon the completion schedule included in the Contract Documents. Bidder (Contractor) agrees to commence Work on or before a date to be specified in a written Notice to Proceed issued by the District and to strictly comply with the completion schedule specified in the Contract Documents.

IMPORTANT: This Contract may contain a liquidated damages provision in SECTION D, SUPPLEMENTAL CONDITIONS, based on the completion schedule.

11. EXAMINATION OF CONTRACT DOCUMENTS

Each Bidder shall thoroughly examine and be familiar with the Contract Drawings, Specifications and other Contract Documents, and submission of a bid shall constitute an acknowledgment upon which the District may rely that the Bidder has thoroughly



Section B
Bidding Instructions

examined all Contract Documents. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Contract Documents.

12. INTENT OF CONTRACT DOCUMENTS

All provisions of the Contract Documents are intended to be mutually cooperative and anything required in one and omitted from another shall be as binding as if called for in all, and in the event of a conflict in provisions, the Work shall be done in the manner most satisfactory to the District. It is the intent of the Contract Documents to include every requisite and necessity to properly furnish the entire Work, notwithstanding the fact that every item necessarily involved may not be particularly mentioned. All Work, when finished, shall be complete and in undamaged condition.

13. CLARIFICATION OF CONTRACT DOCUMENTS

If a Bidder requires clarification of the Contract Documents, the Bidder shall at once forward to the District a written request for interpretation, clarification, or qualification before submitting its bid. The Bidder making this request is solely responsible for its timely receipt. The District will reply only in the form of written Addenda. The District shall neither be bound by, nor responsible for, any explanations, interpretations, clarifications, or qualifications of the Contract Document other than those given in written Addenda as specified in this paragraph. A BIDDER'S FAILURE TO FOLLOW THE PROCEDURE DESCRIBED IN THIS PARAGRAPH MAY BE A BASIS FOR REJECTING ITS BID. No interpretation, clarification, qualification, amendment, or modification shall be valid unless set forth in an Addendum issued by the District. The District shall not be bound by, and hereby objects to, any term, condition or other provision which is different from or in addition to that contained in the Contract Document or the written Addenda.

PLEASE NOTE THAT ATTEMPTS BY ANY BIDDER TO QUALIFY ITS BID PROPOSAL BY SUBMITTING WITH IT "STANDARD CONDITIONS," "STANDARD TERMS," MODIFICATIONS TO THE GENERAL AND/OR SUPPLEMENTAL CONDITIONS, OR THE LIKE, WITHOUT COMPLYING WITH THE PROCEDURES SET OUT IN THE IMMEDIATELY PRECEDING PARAGRAPH, MAY CONSTITUTE A BASIS FOR REJECTION OF THE BID. TO THE EXTENT ANY SUCH QUALIFICATIONS ACCOMPANY BIDDER'S BID PROPOSAL, THE DISTRICT SHALL BE ENTITLED TO CONSIDER THOSE STATEMENTS AS NULL, VOID AND OF NO EFFECT IN AWARD OF THE CONTRACT.

14. CHANGES TO CONTRACT DOCUMENTS

The District may revise or amend the Contract Documents any time prior to the bid opening by issuance of one or more written Addenda. Each Addendum will be sent to all prospective Bidders who have been furnished Contract Documents by the District



and shall be construed as incorporated into the Contract Documents and shall become a part hereof. Bidder shall acknowledge receipt of each and every Addendum on the Bid Proposal form.

15. LAWS AND REGULATIONS

All applicable state and federal laws, municipal ordinances, administrative codes and the rules and regulations of all authorities having jurisdiction over the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. The Contractor shall fully comply with all state and federal laws, ordinances and regulations, and with all orders, permits, approvals, certifications, licenses, directives adopted or issued thereunder, including but not limited to all environmental legislation of which the Contractor is aware or shall subsequently become aware.

The Contract Documents and other writings of whatsoever nature which are a part of the Project shall be construed for all purposes solely and exclusively in accordance with and pursuant to the laws of the State of Washington. The rights and obligations of Bidders, the District, and Contractor shall be governed by the laws of the State of Washington. Contractor submits to the exclusive jurisdiction of the courts of the State of Washington. Venue for any lawsuit arising from these Contract Documents or Work performed under the Contract shall be in Chelan County Superior Court, Chelan County, Washington.

16. CONDITIONS OF WORK

Each Bidder must inform itself fully of all conditions relating to the work of the Project and pertinent local conditions reasonably determined by inspection and inquiry, and the employment of labor thereon. Failure to do so will not relieve a successful Bidder (Contractor) of the provisions of its Contract. Insofar as possible, the Contractor, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the tasks being accomplished by the District or other contractors and subcontractors in the same area or on the same improvement and/or Project to which these Contract Documents and the Work thereunder relate.

17. EXAMINATION OF SITE

Each Bidder shall thoroughly examine and be familiar with the site of the proposed Project and submission of a Bid Proposal shall constitute an acknowledgment upon which the District may rely that the Bidder has thoroughly examined and is familiar with the site. Bidders must assume all responsibility for conclusions or assumptions which may be made as to the nature of materials to be excavated, the difficulties of making



and maintaining the required excavation, and of doing other work affected by subsurface conditions at the site of the work. The failure or neglect of the Bidder to fully familiarize itself with the conditions at the Project site shall in no way relieve it of any obligations with respect to the Bid Proposal or to the Contract. No claim for additional compensation will be allowed based upon lack of knowledge of the site. Information or assistance for field inspection of the site by interested Bidders may be obtained by contacting Robert Seabeck, Public Utility District No. 1 of Chelan County, Wenatchee, Washington, at (509)661-4487, or toll free at (888)663-8121, extension 4487.

18. EXCEPTIONS TO CONTRACT DOCUMENTS

The District may reject a Bid Proposal if it contains terms or conditions that are materially different from those contained in these Contract Documents. The District may, at its option, consider a Bid Proposal if it contains terms or conditions that are immaterially different from those contained in these Contract Documents by waiving such irregularity as an informality.

A proposal to substitute materials, processes or articles that are, in the District's sole judgment and opinion, equal to those required by these Contract Documents may not be considered materially different terms or conditions. The Bidder shall provide to the District adequate documentation to support that the substituted material is equal.

Terms or conditions in the Bid Proposal that are different from those contained in these Contract Documents, regardless of whether they would immaterially alter these Contract Documents, shall not be binding on the District, and the District hereby objects thereto unless the District, in writing, expressly and specifically accepts such different terms and conditions.

19. QUALIFICATIONS OF BIDDER

Pursuant to RCW 39.06, the District shall not award the Contract to a Bidder who is not registered or licensed as may be required by Washington State law or does not meet the responsibility criteria pursuant to RCW 39.04. The District may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the District all such information and data for this purpose as the District may request. The District reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the District that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

IMPORTANT: Subcontractors are also subject to qualification by the District. See SECTION B, BIDDING INSTRUCTIONS, EVALUATION OF BIDS and SECTION C, GENERAL CONDITIONS, LEGAL, SUBCONTRACTS, of these Contract Documents.



20. SUBCONTRACTS

Each Bidder shall submit as part of the bid the names, addresses and telephone numbers of all Subcontractors with whom the Bidder, if awarded the Contract, will subcontract for the performance of all or a portion of the Work. Pursuant to RCW 39.06, the Bidder must verify responsibility criteria for each first tier Subcontractor, and a Subcontractor of any tier that hires other Subcontractors. Verification shall include that each Subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04 and possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. Failure of the Bidder to name such Subcontractor(s) may render a Bid Proposal nonresponsive and therefore void.

21. BIDDER RESPONSIBILITY CRITERIA

It is the intent of the District to award a Contract to the low responsible bidder. Before award, the Bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The Bidder may be required by the District to submit documentation demonstrating compliance with the criteria. The Bidder must:

- Have a current certificate of registration as a contractor in compliance with RCW 18.27, which must have been in effect at the time of submission of bid.
- Have a current Washington Unified Business Identifier (UBI) number;
- If applicable:
 - Have Industrial Insurance (workers compensation) coverage for the Bidder's employees working in Washington, as required in RCW 51;
 - Have a Washington Employment Security Department number, as required in RCW 50;
 - Have a Washington Department of Revenue state excise tax registration number, as required in RCW 82.
- Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065.

If applicable, additional bidder responsibility criteria may be specified in Section F, Bidders Data, or elsewhere in these Contract Documents.



22. EVALUATION OF BIDS

In evaluating the bids, the following criteria, in addition to responsiveness of bid, responsibility of Bidder, and Bid Price, will be considered:

- Experience, technical qualifications, skill, ability and capacity of the Bidder.
- Character and record of performance of the Bidder.
- Ability of the Bidder to perform the Contract within the time specified, taking into account all of the Bidder's existing business commitments.
- Thoroughness of Bidder's compliance with and completion of data requests to the extent it impacts the District's ability to compare Bid Proposals and verify compliance with Specifications.
- Qualifications and eligibility of Bidder to receive an award of the Contract under applicable laws and regulations.
- The financial qualifications of the Bidder.
- In accordance with RCW 43.19.1911, which authorizes consideration of bids with the lowest life cycle cost in evaluating bids for the purchase, manufacture or lease of materials, equipment or other goods, the District may consider and apply the "life cycle costing" technique where it will result in the lowest total cost to the District.
- Such other information as may be secured having a bearing on the decision to award the Contract including, but not limited to, prior safety violations and lawsuits.

The District hereby reserves the right to evaluate the Subcontractors listed by the Bidder to perform categories of Work under the terms of the Contract using the same or similar evaluation criteria that apply to the Bidders themselves and may reject a bid if one or more listed Subcontractors is objectionable to the District.

23. CONTRACT AWARD

The District reserves the right to reject any or all bids, and to waive any informality or immaterial irregularity in the bids received. The District reserves the right to let the Contract, or any part thereof, in any combination determined to be in the District's best interests to the lowest responsible Bidder, whose bid will be most advantageous to the District, price and other factors considered.



The Contract award must comply with the State of Washington laws governing Public Utility Districts which provide that no Contract shall be let for more than 15 percent in excess of the District's estimated cost of the Work.

The acceptance of a Bid Proposal will be evidenced by a Notice of Award in writing signed by an authorized representative of the District's Procurement and Contract Services Department and delivered to the Bidder whose Bid Proposal is accepted. No other act of the District shall constitute acceptance of a Proposal. Timely acceptance of a Bid Proposal shall obligate the Bidder whose Bid Proposal is accepted to furnish a Performance and Payment Bond and Insurance Certificates, and to execute the Contract set forth in these Contract Documents.

24. BID GUARANTY

When the District rejects all Bid Proposals, all cashier or certified checks and/or Bid Bonds will thereupon be returned to the Bidders. When a Bid Proposal is accepted, all cashier or certified checks and/or Bid Bonds will thereupon be returned to the Bidders, without interest, except the cashier or certified check or Bid Bond of the apparent lowest responsible Bidder may be retained until a Satisfactory Performance and Payment Bond and Insurance Certificate(s) are furnished, and the Contract is executed by the successful Bidder.

Any Bidder whose Bid Proposal is accepted shall execute the Notice of Award, furnish a Satisfactory Performance and Payment Bond and Insurance Certificates, and execute the Contract within ten (10) days after delivery of Notice of Award. Failure, neglect or refusal to do so shall constitute a breach of agreement to enter into the Contract effected by the Bidder's Bid Proposal and the District's Notice of Award. The damages to the District for such a breach of agreement will include monetary loss for, among other things, interference with the District's construction program and normal operations, the accurate amount of which is difficult or impossible to compute. The District has estimated and each Bidder, by submitting its Bid Proposal, agrees that reasonable compensation for damages resulting from failure, neglect or refusal to furnish a Performance and Payment Bond and Insurance Certificate(s) and execute the Contract shall be 5 percent of the amount of the Bid Price (unless otherwise specified in SECTION D, SUPPLEMENTAL CONDITIONS), pursuant to SECTION B, BIDDING INSTRUCTIONS, BID BOND OR DEPOSIT.

In the event any Bidder whose Bid Proposal is accepted fails, neglects, or refuses to furnish a Satisfactory Performance and Payment Bond and Insurance Certificate(s) and execute the Contract as herein provided, such failure, neglect or refusal shall constitute a breach of agreement to enter into the Contract and, at the option of the District, such agreement shall thereby be terminated and, notwithstanding such termination, the Bidder shall be liable for the aforesaid damages arising from such breach. In the event



Section B
Bidding Instructions

the District elects to declare a breach for such noncompliance, the defaulting Bidder shall not be the lowest responsible Bidder and the District may then select the lowest responsible Bidder and deliver a Notice of Award to such Bidder.

25. MATERIAL IDENTIFICATION

Bidders must furnish descriptions of the items they propose to furnish. Whenever in the Specifications any material, process or article is indicated or specified by patent, number, proprietary name or name of manufacturer or any combination of these, such Specification shall be deemed to be used for the purpose of facilitating description of the material, process or article desired and shall be deemed to be followed by the words "Or Equal." Any Bidder (and the Contractor) may offer in the bid (or after Contract award) any material, process or article which shall be equal in every material respect to that so indicated or specified, provided that if the material, process or article offered by the Contractor after Contract award is different from that in its Bid Proposal and is not, in the opinion of the District, equal in every material respect, then the Contractor must furnish the material, process or article specified or one that in the opinion of the District is the equal thereof in every material respect. The District shall be the sole judge of the quality and suitability of the proposed substitution.

END OF SECTION B



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**SECTION C****GENERAL CONDITIONS****1. DEFINITIONS**

The following definitions apply throughout these Contract Documents when the term or phrase is capitalized, unless the context clearly requires otherwise:

ACT OF GOD - Earthquake, flood, cyclone or other cataclysmic phenomenon of nature. A rain, windstorm, high water or other natural phenomenon of unusual intensity for a specific locality, but which might reasonably have been anticipated from historical records of the general locality, shall not be construed as an "Act of God" and no payment shall be made to the Contractor for damages to the Work or delays resulting therefrom.

ADDENDA - The written notices of modification or clarification of the Contract Drawings, Specifications, or other Contract Documents, which may be issued by the District to holders of Contract Documents prior to the opening of Bid Proposals. The singular of Addenda is Addendum.

APPROVED - Approval by the Engineer or Architect, and by appropriate government officials according to applicable codes, and consistent with any quality standards applicable to the Work in question.

ARCHITECT - The person or entity or its authorized representative employed by the District that is lawfully licensed to practice architecture.

AS-BUILT DRAWINGS - A marked set of prints prepared by the Contractor or the District Project representative in the field. They are Contract Drawing prints upon which the Contractor or inspector records all variations between the Work as it was reported by the Contractor as having been actually constructed and the Work as it was shown in the original Contract Drawings as they existed at the time the Contract was awarded. All Field Work Order/Change Orders should be reflected in appropriate marks on the As-built Drawings.

AS DIRECTED - Direction given to the Contractor by the Project Engineer.

AS REQUIRED - Applicable codes, standards and/or Contract requirements as may be required for Satisfactory completion of the Work.

BIDDER - The person, entity or corporation that submits a Bid Proposal to the District for consideration and evaluation pursuant to the appropriate Advertisement for Bids and Contract Documents.



Section C
General Conditions

BID BOND - The approved surety bond form as provided in SECTION E, CONTRACT DOCUMENT FORMS, submitted by a Bidder and its Surety along with the Bid Proposal in satisfaction of RCW 54.04.080 and to guarantee payment of damages for failure or refusal of the successful Bidder to enter into a Contract with the District following Notice of Award of bid.

BID PRICE(S) - The sum(s) stated on the Bidder's Bid Proposal for which the Bidder offers to enter into a Contract with the District for the Work identified in the Contract Documents.

BID PRICE SCHEDULE - The lump sum or unit prices, as appropriate, specified on the form in SECTION E, CONTRACT DOCUMENT FORMS, which sets forth the Bidder's total Bid Price.

BID PROPOSAL - The written offer by the Bidder to perform the Work under the conditions specified on the Bid Proposal form set forth at SECTION E, CONTRACT DOCUMENT FORMS, of the Contract Documents.

COMPLETION - Completion of all Contract Work, which is the last date on which Work was performed to complete the public improvement(s) specified in the Contract Documents to the reasonable satisfaction and acceptance by the District.

CONTRACT - The signed agreement covering the furnishing of the Work and payment therefore described in SECTION E, CONTRACT DOCUMENT FORMS, of these Contract Documents and all legal obligations created by execution of said agreement.

CONTRACT DOCUMENTS - All of the following documents included as the various parts of the Contract between the District and the Contractor:

- Advertisement for Bids
- Bidding Instructions
- Bid Proposal
- Bid Price Schedule
- Bidder's Data
- Performance and Payment Bond
- Contract
- General Conditions
- Supplemental Conditions
- Specifications
- Addenda
- Contract Drawings
- Prevailing Wage Rates by State of WA
- Field Work Order/Change Orders
- Notice to Proceed



Section C
General Conditions

The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

CONTRACT DRAWINGS - A pictorial description of the Work to be furnished or copies thereof, which is included as a part of the Contract Documents, as modified by Addenda, and/or Field Work Order/Change Orders to the Contract. "Contract Drawings" shall include the drawings issued to Bidders to delineate the scope of Work and "Construction Drawings" issued to the Contractor during Work to further describe the details of design. Only those drawings prepared on the standard title block sheet of the District shall be "Contract Drawings."

CONTRACT PRICE - The total sum stated on the Contract, including the cost of the required Performance and Payment Bond, but excluding Washington State sales tax, as adjusted by any Field Work Order/Change Orders, for which the Contractor agrees to perform all Work required by the Contract Documents.

CONTRACT TIME - The time designated in the Contract Documents for Completion of all Work on the Project required by the Contract Documents. The Contract Time may be modified only by Field Work Order/Change Order. Unless otherwise specified in these Contract Documents, the Contract Time shall begin from the date specified on the Notice to Proceed.

CONTRACTOR - The entity, person, firm or corporation whose Bid Proposal has been accepted by the District and who, together with the District, has executed the Contract to perform all Work required by the Contract Documents.

CONTRACTOR SUPERINTENDENT - The person who is assigned by the Contractor to perform, as set forth in SECTION C, GENERAL CONDITIONS, PROJECT SITE MANAGEMENT AND SAFETY, CONTRACTOR'S SUPERINTENDENCE, the Superintendence duties as necessary to furnish the Work required under the Contract.

DISTRICT - Public Utility District No. 1 of Chelan County headquartered in Wenatchee, Washington.

DOLLARS - Currency of the United States.

EFFECTIVE DATE - The date upon which the Contract, Addendum, Field Work Order/Change Order, or other official document takes effect.

ELECTRONIC TRANSMISSION - Telefacsimile, electronic mail, or other means of electronic transmission available to and satisfactory to the District to transmit documents or communications.



ENGINEER'S INSTRUCTION - A written statement and/or Construction Drawing delivered to the Contractor by the Engineer which directs the Contractor to perform any act or acts related to the Project or clarifies an issue concerning the Contract Drawings or Specifications.

ENGINEER, PROJECT ENGINEER, OR PROJECT MANAGER - The principal or authorized person designated by the District to be responsible for the inspection, measurement, and testing of the Work, and authorized to order changes to the Work on behalf of the District.

EXPERIENCE MODIFICATION RATE (EMR) - The rate available through Labor and Industries OSHA 200/300 forms that compares claim profiles that would be expected of an employer of similar size in the same industry. A value of 1.00 is average, meaning the frequency and severity of actual losses equaled the expected losses. A rate greater than 1.00 means the employer experiences worse than expected losses during the rating period. A rate less than 1.00 indicates the employer's losses were better than expected for the rating period. The rate is calculated using claims data from the three (3) most recently completed years excluding the expiring term.

FIELD WORK ORDER/CHANGE ORDER - A directive by the District made pursuant to SECTION C, GENERAL CONDITIONS, PROGRESS AND COMPLETION, CHANGES IN THE WORK/FIELD WORK ORDER/CHANGE ORDERS, or written supplemental agreement entered into by the District and the Contractor to modify the Contract after its execution, with or without notice to Surety. The signature of the Contractor is not required for a directive. Such Field Work Order/Change Order must be authorized in writing by the District's Commission or, if for an amount within the authority granted by the Commission, by a District employee.

HAZARDOUS CHEMICAL - Any chemical which poses a physical or health hazard. OSHA 29 CFR 1910.

HAZARDOUS MATERIAL - Any substance or material in any form or quantity which poses an unreasonable risk to safety and health or property when transported in commerce. USDOT 49 CFR 302.

HAZARDOUS SUBSTANCE - Any substance designated under the Clean Water Act and the Comprehensive Environmental Response, Compensation and Liability Act as posing a threat to waterways and the environment when released. USEPA 40 CFR 302, OSHA 1910.120.

HOLD POINT - A mandatory verification point identified within the Inspection and Acceptance Test Plan, or otherwise provided by the Project Engineer, beyond which Work shall not proceed until mandatory verification is performed and written authorization is granted by the Inspector.



INSPECTION and ACCEPTANCE TEST PLAN - A document identifying methods and sequence for inspection of the Work, including frequency of inspection, characteristics to be inspected, data to be recorded, and referenced acceptance criteria. This Plan may include mandatory Witness Points and Hold Points, as defined herein.

INSPECTOR - The individual(s) designated by the District to inspect, measure and test the Work under the direction of the Engineer.

INSURANCE CERTIFICATE - A written verification from an insurance company authorized to issue insurance in the State of Washington verifying that the Contractor has obtained all insurance coverage required by these Contract Documents. This term shall include any and all attachments necessary to demonstrate compliance with all insurance conditions required by these Contract Documents, including the Insurance Coverage Checklist at SECTION E, CONTRACT DOCUMENT FORMS.

NOTICE OF AWARD - Written notification to the successful Bidder of the District's acceptance of the bid of said Bidder. A sample form can be found at SECTION E, CONTRACT DOCUMENT FORMS. Contract Time may start upon receipt of the Notice of Award if so specified in the Contract Documents.

NOTICE TO PROCEED - Written notification from the District to the Contractor, in the general form set forth in SECTION E, CONTRACT DOCUMENT FORMS, instructing the Contractor to commence the Work and stating the Completion date, if applicable.

OR EQUAL - Contractor-proposed substitution of specific materials or processes that are deemed by the District, in its sole discretion, to be equal in every material respect to that specified in the Contract Documents.

OWNER - Synonymous with the term "District."

PERFORMANCE AND PAYMENT BOND

"Payment Bond" - the District approved surety bond form furnished by the Contractor and its Surety as a guaranty for the payment and protection of all Subcontractors, companies, and persons supplying labor, materials, equipment or professional services in the prosecution of the Work as defined in the Contract Documents.

"Performance Bond" - the District approved surety bond form furnished by the Contractor and its Surety as a guaranty that the Contractor will execute, furnish, and guarantee the Work and perform all of the requirements of the Contract.

Note: The District's approved bond form(s) is set forth at SECTION E, CONTRACT DOCUMENT FORMS.



PROJECT - The structure(s) or improvement(s) to be constructed and/or materials to be furnished and delivered, in whole or in part, through the performance of the Work specified in the Contract.

PROVIDE - To furnish, deliver and install, as specified.

REQUEST FOR PAYMENT - A written statement from the Contractor to the District requesting payment of some or all of the Contract Price and sales or use taxes for Work completed. A Request for Payment shall be prepared and processed in accordance with SECTION C, GENERAL CONDITIONS, PAYMENT. The District's specific form to be completed by the Contractor as a Request for Payment is set forth in SECTION E, CONTRACT DOCUMENT FORMS, as "Contractor's Application and Certificate for Payment."

SATISFACTORY - Satisfactory to the District.

SHOP DRAWING - A pictorial or other description of the details of proposed materials, equipment, methods of installation or other Work prepared by the Contractor or a Subcontractor and submitted for the approval of the District.

SPECIFICATIONS/TECHNICAL SPECIFICATIONS - The technical, engineering and manufacturing descriptions of the Work to be furnished which are included as a part of the Contract Documents as modified by Addenda, and/or Field Work Order/Change Orders to the Contract.

STOP WORK DIRECTIVE - A written statement delivered to the Contractor which directs the Contractor to discontinue work on all or portions of the Work.

SUBCONTRACTOR - Any person, entity or corporation, other than an employee of the Contractor, supplying any Work in connection with the Contract pursuant to an agreement with either the Contractor or any Subcontractor of the Contractor.

SUBSTANTIAL COMPLETION - When the Contract Work has progressed to the extent that the District has full use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains to physically complete the total Contract, the Engineer may determine the Contract Work is substantially complete.

SUPERINTENDENCE - The general and detailed direction and management by the Contractor as necessary to furnish the Work required under the Contract, whether at the Project site or at other locations.

SUPPLY CONTRACTOR - Any person, entity or corporation who furnishes any work or material directly to the District under another contract in connection with the Project.



SURETY - The person, entity or corporation who assumes the obligations of a surety by executing a surety bond (or bonds) payable to the District and to other indemnitees, as applicable, guaranteeing one or more of the following: the successful Bidder will execute a Contract, provide a Performance and Payment Bond as may be required by the Contract Documents, performance of the Contract either in whole or in part, and payment in full to all Subcontractors and laborers, materialmen, mechanics and suppliers to the Contractor and any Subcontractor.

UNIT PRICE - The amount bid by the Contractor for furnishing one (1) unit of Work when such units are furnished in the approximate quantities estimated, such quantities being subject to reasonable adjustment at such price.

WITNESS POINT - A mandatory notification point in the sequence of Work as specified by the Project Engineer, where notification to the Inspector is required for observation or examination of a specific work, an operation, or a test. Work may proceed beyond a Witness Point with or without inspection action by the District following written notification to the District.

WORK - All construction management, Superintendence, labor, materials, equipment and all component parts thereof, transportation and other facilities or services necessary to complete Contractor's obligations as specified in the Contract Documents and completion by Contractor of all documentation and receipt of all District approvals (or Acceptance) necessary pursuant to the Contract Documents.

2. WAIVER

No waiver or modification of any provision of the Contract Documents shall be valid and binding upon the District unless the waiver or modification is in writing and signed by the District's Project Engineer with proper authority. A waiver shall neither be nor be construed to be a waiver of any past or future default or breach, nor a modification of any of the terms or conditions of the Contract, except to the extent expressly stated in the written waiver.

The failure of the District to insist upon strict compliance with any term or provision of the Contract Documents shall not constitute a waiver or relinquishment of any such term or provision but the same shall be and remain in full force and effect. The making of any payment by the District to the Contractor with or without knowledge of any breach of the Contract shall not be deemed to be a waiver of any breach or of any term or provision of the Contract Documents.



3. ACCESS TO RECORDS

The District and other authorized representatives of the State of Washington shall have access to any book, document, paper, and record of the Contractor which are pertinent to this Contract for the purposes of making audits, examination, excerpt, and transcriptions.

All such records and all other records pertinent to this Contract and work undertaken pursuant to this Contract shall be retained by the Contractor for a period of six (6) years after the final acceptance of the Work pursuant to this Contract, unless a longer period is required to resolve audit findings or litigation. In such cases, the District may request, and the Contractor shall abide by, such longer period for record retention.

4. CORPORATE AUTHORITY; BINDING SIGNATURES

Each of the individuals executing this Contract or any document required by the Contract Documents on behalf of the Contractor warrants they are an authorized signatory of the entity for which they are signing, and have sufficient corporate authority to execute this Contract.

5. CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS

5.1. INTENT OF DOCUMENTS

5.1.1. Except as otherwise specifically provided in SECTION D, SUPPLEMENTAL CONDITIONS, the intent of the Contract Documents is to include all facilities, materials, equipment, supplies, management, Superintendence, labor, transportation, fuel, power, water and other utilities and all other services necessary for the proper performance of the Contract and the furnishing of all Work. It is the intent of the Contract Documents to specify and set forth a complete operational unit or system ready for use regardless of whether or not every detail has been set forth in the Contract Documents.

5.1.2. Any omission of details from the Contract Documents shall not be construed to mean that they are to be omitted by the Contractor or to affect in any way the completeness of the Work. The cost of such details shall be included in the Contract Price.

5.1.3. When materials, methods, labor or equipment are described in words which when so applied have well-known or technical trade meanings, these descriptions shall be held to refer to such meanings.

5.1.4. As a convenience to the Contractor and when appropriate, the Contract Documents attempt to show the approximate location of existing underground



utilities and items to the extent that they are known, but neither the District nor the Engineer can or does purport to know or guarantee that all such utilities and items are shown or that indicated locations are accurate. The Contractor is to determine the exact location of all utilities and buried lines in the field. The Contractor shall call the Northwest Utility Notification Center before digging.

5.2. CONFLICT AND PRECEDENCE

The Contract Documents are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of the Contract, the Contract Documents shall take precedence in the following order:

- Field Work Order/Change Orders
- Contract
- Notice to Proceed
- Addenda
- Supplemental Conditions
- General Conditions
- Specifications
- Contract Drawings
- Prevailing Wage Rates by State of WA
- Invitation and Instructions to Bidders
- Bid Proposal and Bid Price Schedules
- Performance and Payment Bond

The District shall not be bound by and rejects any terms, conditions or provisions submitted after the Effective Date of the Contract unless agreed to in writing by the District.

5.3. CLARIFICATION OF CONTRACT DOCUMENTS

5.3.1. If, in the course of the Work, the Contractor requires clarification of the Contract Documents, Contract Drawings or Specifications, the Contractor shall immediately inform the Engineer in writing. The Engineer will promptly review the request for clarification and, if the District deems it necessary, issue additional information or an Engineer's Instruction or the District may issue a Field Work Order/Change Order. Any Work done after such discovery and until receipt of additional information, Engineer's Instruction, or Field Work Order/Change Order shall be at the Contractor's expense.

5.3.2. To avoid any disputes which might arise as to the meaning of anything contained in the Contract Documents, or any alleged error, omission or



discrepancy therein, the Engineer's opinion as to the true intent and meaning, and the Engineer's interpretations thereof, shall be binding and final. All dimensions shall be taken from figures on the drawings and no dimensions measured from the drawings shall be valid. In the event dimensions are omitted, Work shall not be started until the necessary dimensions have been obtained from the Engineer in writing or on a Construction Drawing. In reading sizes, distances, angles, slopes and other measurements on drawings, the values used shall be those given in dimensions and figures and shall not be obtained by scaling.

5.4. OWNERSHIP OF ENGINEERING DATA AND OTHER INFORMATION

All designs, design criteria, Contract Drawings, Specifications, computations, estimates, survey notes and other data prepared for this Project, whether prepared by the District or the Contractor, shall be the property of the District. Such data shall not be duplicated or used for other work by the Contractor without the express written consent of the District.

5.5. WORK PRODUCT

All data, designs, drawings, calculations, information obtained, materials information and the results of all Work performed by Contractor hereunder in written, electronic or other form shall become the property of the District upon Completion of the Work performed and shall be delivered to the District prior to final payment. The District's "Drafting Standards and Specifications," if applicable, are provided in SECTION D, SUPPLEMENTAL CONDITIONS or elsewhere in these Contract Documents. Contractor shall comply with the referenced Drafting Standards and Specifications.

5.6. COPYRIGHT

No reports, maps, specifications or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor, or shall be deemed to be copyrighted by virtue of preparation by an engineer or architect or by virtue of any placement of a professional stamp on such reports, maps, specifications or other documents, including but not limited to engineers' and architects' stamps. Any result or materials suitable for copyright arising out of this Contract shall be owned and retained by the District. The District in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

5.7. CONTRACT DRAWINGS AND INSTRUCTIONS

5.7.1. The District has prepared designs and sufficient Contract Drawings and Specifications. The Engineer may issue clarifying information during the term of the Contract by means of an Engineer's Instruction, drawing, and/or an Inspection and



Acceptance Test Plan with Witness Points and Hold Points that add detail to the Contract Documents and facilitate the successful testing and Completion of the Contract Work. The Contractor shall be required to provide 48-hour notice to the District for Witness Points and Hold Points as provided in the Inspection and Acceptance Test Plan or otherwise provided by the Project Engineer during performance of the Work. All such Engineer's Instructions, Contract Drawings, Inspection and Acceptance Test Plan and other clarifying information shall be consistent with the Contract Documents and shall be developments thereof and reasonably inferable therefrom.

5.7.2. All Work shall be furnished in strict conformity with the Contract Documents and to the exact dimensions fixed thereby. The District reserves the right to make reasonable changes in dimensions and relocations of materials and equipment, provided that such changes or relocations are made prior to work on any item to be changed or relocated. Such changes or relocations shall be made at no additional cost to the District.

5.8. CONTRACTOR'S COPIES OF DRAWINGS AND SPECIFICATIONS

One (1) complete set of Contract Documents will be provided to the Contractor. The Contractor, upon request to the District, will be supplied with up to two (2) additional sets of Contract Documents, including full size Contract Drawings. One (1) set of Contract Documents shall be kept at the Project site in good condition and at all times available to the District. Additional copies of Specifications and either full or reduced size Contract Drawings, if desired by the Contractor, will be furnished by the District at the Contractor's cost for reproduction, handling and mailing.

5.9. REFERENCED STANDARDS & SPECIFICATIONS

5.9.1. Any Work on this Project not specified in the Contract Specifications shall be performed according to the manufacturer's recommendations and, where applicable, the current "State of Washington Standard Specifications for Road, Bridge and Municipal Construction" prepared by the Washington State Department of Transportation (WSDOT) and Washington State Chapter of the American Public Works Association. The detailed Specifications herein contained shall supersede any provisions of the Washington Standard Specifications in conflict herewith and any manufacturer's recommendations.

5.9.2. UL Label: Where applicable, all materials and equipment for which Underwriters Laboratories, Inc. standards have been established, and their label service available, shall bear the appropriate UL Label.

5.9.3. Reference in the Specifications to codes, standards and specifications promulgated by local, state, and/or federal authorities, professional or technical associations, institutes or societies, are intended to mean the latest edition of



each such code, standard or specification adopted and published as of the date of the Contract for this Project, except where otherwise specifically indicated. Each such code, standard or specification referred to shall be considered a part of the Specifications to the same extent as if reproduced therein in full. The following is a representative, though partial, list of such organizations together with the abbreviation by which each is identified:

- ACI American Concrete Institute
- AIA American Institute of Architects
- AISC American Institute of Steel Construction
- ANSI American National Standards Institute
- ASA American Standards Association
- ASHRAE American Society of Heating, Refrigerating and Air Conditioning Engineers
- ASME American Society of Mechanical Engineers
- ASTM American Society of Testing and Materials
- AWWA American Water Works Association
- AWSC American Welding Society Code
- CSI Construction Specifications Institute
- IBC International Building Code
- IEEE Institute of Electrical and Electronics Engineers
- NBS National Bureau of Standards
- NEC National Electrical Code
- NEMA National Electrical Manufacturers Association
- NESC National Electric Safety Code
- NFPA National Fire Protection Association
- UBC Uniform Building Code
- UL Underwriters Laboratories, Inc.
- UMC Uniform Mechanical Code
- UPC Uniform Plumbing Code

5.10. MATERIALS AND EQUIPMENT FURNISHED BY DISTRICT

5.10.1. Materials or equipment specified in the Supplemental Conditions and/or the Specifications to be furnished by the District shall be conclusively deemed acceptable for the purpose designed if received in good condition. The Contractor may continue to use such materials or equipment until otherwise directed. However, if the Contractor discovers any defect in materials or equipment furnished by the District, the Contractor shall immediately inform the District of the same in writing and shall cease to use such defective items pending receipt of written instructions from the District.

5.10.2. Materials or equipment specified in the Supplemental Conditions and/or the Specifications to be furnished by the District shall be received by the



Contractor F.O.B. the point of delivery specified, and in the absence of such Specification, receipt by the Contractor shall be F.O.B. the facilities of the supplier of the materials or equipment to be so furnished. The Contractor shall receive, load and unload, transport, store and properly protect from damage or loss all such material or equipment and the Contractor shall be responsible for loss or damage after receipt of material or equipment. The Contractor shall immediately report to the District in writing in a form and manner prescribed by the District the receipt of District-furnished material.

5.11. WORKMANSHIP OF CONTRACTOR

All Work shall be such that its several component parts function as a workable system, with all accessories necessary for its proper operation, and the Work shall be completed with all components tested, properly adjusted, and in working order. The Work shall be performed in accordance with the Contract Documents and in conformity with the best accepted standard practice of the trade so as to contribute to maximum efficiency of operation, accessibility and appearance and minimum cost of operation, maintenance and future alterations and additions. All Work shall also be so performed such that the completed Work will conform and adjust to the existing facilities.

5.12. COMPLIANCE WITH CONTRACT DOCUMENTS

5.12.1. All workmanship, equipment or material incorporated in the Work shall be provided in full conformance with the Contract Documents, and shall be of the best available grades of their respective kinds. Whenever material or an article or piece of equipment is identified on the Contract Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended merely to establish a standard as to physical size, strength, function, performance, technical data, information, tests, ratings, etc. established by the manufacturer, and herein used by the Engineer in the design of this Project and indicates the minimum acceptable standard and is to be considered "Or Equal" unless otherwise specified.

5.12.2. Offers of substitution for items described in the Contract Documents as "Or Equal" will be considered only upon the written request of the Contractor, and no requests for substitutions will be acknowledged or considered from suppliers, distributors, manufacturers, or Subcontractors or any other source. Requests for approval of substitution shall be made by submitting documentary evidence of equality in the form of, but not limited to, descriptive literature, samples, records of performance, certified copies of tests by independent recognized laboratories, and differences in price and delivery, if any, in the form of certified quotations from suppliers of both the specified material, equipment, method of construction or process, or Shop Drawings, and the proposed substitute. Contractor shall submit three (3) sets of all data to the Engineer. **NO PURCHASE SHALL BE MADE OR INSTALLATION PERFORMED BY CONTRACTOR WITHOUT THE ENGINEER'S PRIOR WRITTEN APPROVAL.**



5.12.3. If the Contractor is unable to secure all materials or equipment of the size, kind and type specified in these Contract Documents or those proposed as substitutes by the Contractor and accepted by the District as equal in every material respect to those specified, through no fault of its own, the Contractor shall immediately give written notice to the Engineer of the same. Thereafter, the District, at its option, may require the use of substitute materials or equipment of greater or lesser cost, and in such event, the Unit Price shall be adjusted for the difference in the price between the materials or equipment specified or previously accepted as substitutes equal in every material respect and the substitute materials or equipment accepted. The District at its sole discretion may refuse to accept any substitute material or equipment.

5.12.4. The Engineer shall have the final approval on whether a proposed substitution is approved as an "Or Equal."

5.13. STORAGE OF MATERIALS AND EQUIPMENT

Materials and equipment shall be stored by the Contractor so as to insure the preservation of their quality and fitness for installation and use. When requested by the Engineer, the materials and equipment shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and shall be placed under cover and heated adequately to prevent condensation or freezing. Stored materials and equipment shall be located so as to facilitate inspection. The Contractor shall be responsible for all damages to stored and installed materials and equipment that occur for any reason until Completion and final acceptance by the District. After final acceptance, the Contractor's responsibility shall be governed by the warranty provisions of SECTION C, GENERAL CONDITIONS or as specified elsewhere in these Contract Documents.

5.14. INSPECTION, ACCESS AND REJECTED WORK

5.14.1. The District, the Engineer, and their duly authorized representatives and other District employees shall at all times and for any purpose have access to the Project and the premises used by the Contractor, and the Contractor shall provide safe and proper access therefor. Furthermore, the Contractor shall arrange for the District, the Engineer and their duly authorized representatives, at all times, to have immediate access to all places of manufacture where materials are being manufactured, produced or fabricated for use under these Contract Documents, and the Contractor shall provide full facilities for determining whether all such machinery or materials are being made strictly in accordance with the Specifications and Contract Drawings. The Contractor shall, whenever so requested, give the Engineer access to the invoices, bills of lading, etc., and shall provide scales and assistance for weighing and/or measuring any of the materials or equipment.



5.14.2. Except as otherwise provided in the Contract Documents, all materials and Work shall be subject to inspection, examination and testing by the Engineer at any and all times during the Work. The Engineer will have the right to reject defective material and Work. Rejected Work shall be satisfactorily replaced with proper material, or reaccomplished if the material need not be replaced, and the Contractor shall remove rejected materials from the premises. If the Contractor fails to proceed at once with the replacement of rejected materials or the correction of defective Work, the District may, by contract or otherwise, replace such material or correct such Work and charge the cost thereof to the Contractor.

5.14.3. The Contractor shall provide without additional charge all facilities, labor and materials necessary for any inspections. Tests will be carried out in such manner that the Work will not be delayed. Access to and around the immediate Work site shall be continuously maintained so that inspections may be made at any time by the Engineer or any Inspector.

5.14.4. In the event it is considered necessary or advisable by the District at any time before final acceptance of the entire Work to make an examination of the Work which is partially or fully completed by disassembling, removing, tearing out and satisfactorily reassembling or reconstructing any portion thereof, upon written notice from the District, the Contractor shall promptly furnish all necessary facilities, labor and materials for such examination. If such Work is found to be defective in any material respect, or if it is found that such Work is not in conformity with the Contract Documents, the Contractor shall pay all the costs of such examination. If, however, such Work is found to meet the requirements of the Contract Documents, or is defective through no fault of the Contractor or its Subcontractors, additional costs in accordance with SECTION C, GENERAL CONDITIONS, PROGRESS AND COMPLETION, CHANGES IN THE WORK/FIELD WORK ORDER/CHANGE ORDERS, shall be paid to the Contractor as full compensation for Work connected with such examination and the Contract Time shall be increased by the number of days required for disassembling and reconstructing.

5.14.5. The Contractor is not relieved of any obligations to fulfill the Contract as prescribed, and defective Work shall be corrected and unsuitable materials shall be rejected by the District and replaced by the Contractor, notwithstanding that the defective work and materials have been previously inspected by the Engineer or an Inspector.

5.15. STOP WORK DIRECTIVE

Where, in the judgment of the Engineer, the Contractor or any Subcontractor is performing Work contrary to the conditions and terms of the Contract, where continued operations could cause damage, preclude further inspection, or render remedial action ineffective for any product or services provided by the Contractor or Subcontractor, the Engineer will notify the Contractor of any such situation in writing.



If, after this notification by the Engineer, the Contractor does not commence appropriate corrective action to the satisfaction of the Engineer, the Engineer may issue a Stop Work Directive (SWD) stating the specific work to be discontinued and so notify the Contractor in writing.

If the District becomes aware of any potential WISHA or OSHA violation on the Project, the District may immediately issue to the Contractor a notice of a safety violation. The Contractor's Superintendent shall be required to sign all notices issued. The Contractor shall immediately perform necessary corrective measures so it is in compliance with WISHA and OSHA regulations. If the Contractor refuses to take corrective action or receives repeated violations, the District may issue a SWD. Nothing in this section shall relieve Contractor of the primary responsibility for the safety of the Work site.

Upon receipt of a SWD from the Engineer, the Contractor and the Subcontractor shall cease operations, including shipments, on any specified product or services to the extent mandated by the SWD. Work shall not resume until the Contractor has obtained a written authorization from the Engineer. A written authorization to resume further operations shall be granted only upon approval of the Contractor's written commitment to correct those conditions itemized on the SWD.

The issuance of a SWD shall constitute a non-excusable delay, and the Contractor shall not be entitled to time extension or additional compensation (either direct or consequential) due to the delay.

6. LEGAL

6.1. WARRANTY

6.1.1. The Contractor warrants to the District that the Work shall perform and operate for the purpose(s) specified, shall be new and free from defects and deficiencies in material and workmanship, shall meet all Specifications, including those relating to performance contained or incorporated by reference in the Contract and that any assembly and/or installation will be performed in a competent manner in accordance with accepted industry standards.

6.1.2. The foregoing warranties shall apply to defects or deficiencies occurring within a period of one (1) year from the date of final acceptance of the Project by the District.

6.1.3. If, during the warranty period, the Work is not available for normal use due to a failure to comply with the requirements of the Contract Documents or any warranty, the time of unavailability shall not be counted as part of the warranty period. If at any time during the warranty period the District notifies the Contractor of any failure to comply with the warranty, the Contractor shall promptly, and at the time the District



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directs, correct any noncompliance and remedy any damage to other items of the Work or any other property resulting from the noncompliance. The warranty period shall then be extended for any corrected Work until the expiration of an additional warranty period, that shall commence upon the acceptance by the District of the correction or the expiration of the original warranty period, whichever is later. In no event shall the warranty for an item of corrected Work extend for more than three (3) warranty periods as defined herein. All costs involved in correcting and remedying any noncompliance (including, but not limited to, the removal, replacement and reinstallation of items necessary to gain access, including all labor costs), shall be borne by the Contractor.

6.1.4. If the Work does not meet the warranties specified above, the Contractor, after receipt of written notice from the District, shall immediately correct any defect or deficiency, including nonconformance with the Specifications. The cost of labor, materials and equipment associated with such repair or replacement of the Work shall be borne by the Contractor.

If unit outages will be necessitated as a result of such repair or replacement, Contractor agrees to perform the Work in a manner that would be most cost effective to the District. This decision will be at the sole discretion of the District. Contractor recognizes that performance of the repair or replacement may necessitate swing and graveyard shifts, working weekends, and acceleration of the Completion date for the overall Project, and agrees to perform same with sufficient personnel as required by the District. All cost of labor, whether straight time or overtime labor, materials and equipment associated with such repair or replacement during special shift work shall be borne by the Contractor.

6.1.5. In the event the Contractor fails to remedy any such defect or deficiency in a timely manner, the District may undertake such remedy as it deems reasonably necessary and the Contractor shall bear all costs reasonably associated with said remedial action by the District. The reasonable time for repairs/remedies shall be determined by the District.

6.1.6. The Contractor shall obtain written warranties from Subcontractors and suppliers of materials and equipment and shall deliver the original warranties to the District prior to final acceptance of the Project. Such warranties shall be in effect for the period specified in the Contract Documents and shall state that they run in favor of the District, regardless of whether contract privity exists between the warrantor and the District.

6.1.7. Neither the final payment, nor any other provision of the Contract, nor partial or entire use of the materials and/or equipment by the District shall relieve the Contractor of liability with respect to the warranties referred to in the Contract or any other warranties express or implied.

6.1.8. The warranty provided herein is in addition to, and not in lieu of, any other guarantees, warranties, rights or remedies that may otherwise be available under



applicable law to the District, and shall not in any way limit the same. **IMPORTANT:** Warranty terms may be stated in SECTION D SUPPLEMENTAL CONDITIONS, or SECTION G, SPECIFICATIONS, which may amend or replace some or all of the terms of this Warranty section.

6.2. INDEMNITY

6.2.1. The Contractor covenants and agrees that it will indemnify and hold harmless the District and any and all of the District's officers, principals, agents and employees, from any liability, loss, damage, cost, charge or expense, whether direct or indirect, arising in any way out of the performance of this Contract (including, but not limited to contractual claims, lien claims, retainage claims, extra work claims, bodily injury and property damage) to which the District or said other indemnities may be put or subject by reason of any act, action, neglect, omission or default under this Contract on the part of the Contractor or any Subcontractor or any of the Contractor's or Subcontractor's officers, principals, agents, or employees. The indemnity provision shall be specifically subject to RCW 4.24.115 (or as amended). Contractor's indemnity obligations shall survive the Completion and final acceptance of the Contract, and shall only terminate upon final satisfaction by the Contractor of all such suits, claims or other proceedings.

6.2.2. In the event any suit, claim or other proceeding shall be brought against the District or any of the District's officers, principals, agents or employees, at any time alleging facts that, if proven, would give rise to the indemnity obligation set forth in paragraph 6.2.1 above, the Contractor hereby covenants and agrees to assume the defense thereof and defend the same at the Contractor's own expense. Within the limits of paragraph 6.2.1 above, the Contractor agrees to pay all judgments that may be incurred by or obtained against the District or any other indemnitee under this section as a result of such suits, claims or other proceedings.

6.2.3. The Contractor's submission of a bid under these Contract Documents and execution of the Contract constitutes Contractor's conscious and intentional acceptance of the terms of this section and the Contractor's express waiver of any and all statutory immunity provided by the Washington State Industrial Insurance Act, RCW Title 51, with regard to all rights of the indemnitees stated herein. **THE TERMS OF THIS SECTION, SPECIFICALLY INCLUDING THE PRECEDING WAIVER OF IMMUNITY, SHALL BE DEEMED MUTUALLY NEGOTIATED TO THE FULLEST EXTENT ALLOWED BY THE LAWS OF WASHINGTON APPLICABLE TO THE DISTRICT CONCERNING BIDDING AND AWARD OF CONTRACTS FOR PUBLIC WORKS.**

6.3. SUBCONTRACTS

6.3.1. The Contractor shall be and operate as an independent contractor in the performance of the Work and shall have complete control over and responsibility



for all personnel and all tiers of Subcontractors performing the Work. In no event shall the Contractor be authorized to enter into any agreements or undertakings for or on behalf of the District or to act as or be an agent or employee of the District.

6.3.2. The Contractor agrees that it is fully responsible to the District for the acts and omissions of its Subcontractors and of persons and/or entities either directly or indirectly employed by them as it is for the acts and omissions of persons employed by it directly. Contractor shall not utilize any Subcontractor or supplier to whom the District has a reasonable objection and District has notified the Contractor of same, and shall obtain the District's written consent before making any substitutions or additions to its list of Subcontractors.

6.3.3. If the District concludes that any portion of the Work subcontracted by the Contractor is not being prosecuted in accordance with the Contract Documents, the Contractor shall, upon request of the District, remove the Subcontractor performing such Work. Such removal shall not relieve the Contractor of its responsibility for the performance of the Work or complying with all other requirements of the Contract.

6.3.4. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the District. The District's consent to or approval of any Subcontractor under the Contract shall not in any way create any contractual relationship between any such Subcontractor and the District and shall not relieve the Contractor of its obligations under the Contract and no such consent or approval shall be deemed to waive any provisions of the Contract.

6.3.5. Contractor shall require and set forth in its written contracts with Subcontractors that all Subcontractors are and shall be bound by the terms of the Contractor's Contract with the District, including, but not limited to the General and Supplemental Conditions, Specifications, Contract Drawings, Addenda, Field Work Order/Change Orders (which will be incorporated into the subcontract by reference), and shall assume toward Contractor the obligations and responsibilities that the Contractor assumes in and by the aforesaid documents towards the District.

6.4. TRADE JURISDICTION AND APPRENTICE WORKERS

6.4.1. The Contractor shall maintain, and require the first-tier Subcontractors to maintain complete and current information on trade jurisdiction matters, regulations, actions and pending actions, as applicable to the performance of the Work, and this information shall be discussed at appropriate Project meetings at the earliest feasible dates. Information of particular relevance presented at such meetings shall be recorded along with actions agreed upon. The manner in which the Contract Documents have been organized and subdivided is not intended to be an indication of jurisdictional or trade union agreements or an exact division of responsibilities associated with a specialty Contractor or Subcontractor. The Contractor shall assign and subcontract the Work, and employ tradesmen and laborers, in a manner which will



not unduly risk jurisdiction disputes of the kinds which could result in conflicts, delays, claims, and losses in the performance of the Work.

6.4.2. The Contractor certifies that it will use its best efforts to utilize apprentice workers, when available in the geographic area, on this Project, provided this can reasonably be done without compromising project safety and project quality. Contractor shall submit on its Certificate and Release (see SECTION E, CONTRACT DOCUMENT FORMS) the total hours for each craft worked on the Project and total apprentice hours for each craft worked on the Project.

6.5. CONTRACTOR'S DEFAULT

6.5.1. Any of the following events constitute an act of default by the Contractor and a material breach of the Contract:

- The Contractor abandons the Work.
- The Contractor fails to supply workers with relevant experience and sufficient skills, suitable materials or suitable equipment or performs Work of a lesser quality than specified in the Contract Documents.
- The Contractor fails to fully maintain the schedule of Work or fails to fully meet any of the schedules or Project milestone dates specified in the Contract Documents.
- The Contractor violates laws, regulations or orders of any public body having jurisdiction, or does not comply with instructions or directives from the Engineer, or disregards the authority of the Project Engineer.
- The Contractor fails to make prompt payment for labor, materials, supplies, equipment or to Subcontractors.
- The Contractor fails to provide the approved Statement of Intent to Pay Prevailing Wages, Affidavit of Prevailing Wages, or fails to provide and maintain in effect the insurance required by the Contract Documents.
- The Contractor fails to comply with the conditions, Specifications or provisions of the Contract Documents.
- The Contractor is careless or incompetent as determined by the District.
- The Contractor ceases or is unable to pay its debts as they mature, or authorizes or takes any action under bankruptcy or reorganization, readjustment of debt,



insolvency, liquidation or other similar laws, or proceedings under any such laws that are instituted against it.

- The Contractor assigns the Contract or sublets Work without first obtaining the District's permission.
- The Contractor receives a Stop Work Directive and fails to take corrective action.
- The Contractor receives multiple Stop Work Directives.
- The Contractor fails to pay attorneys fees and costs as provided in SECTION C, GENERAL CONDITIONS, LEGAL, APPLICABLE LAW/COURT COSTS/ ATTORNEYS FEES.
- The Contractor is otherwise in violation of any material provision of the Contract.

6.5.2. If the Contractor fails to remedy any of the above acts of default within five (5) days after the District delivers to it written notice of the default, the District may, without limiting any other remedy available to it, withhold any amounts otherwise due under the Contract and/or terminate the Contractor's right to proceed with all or any portion of the Work. The District shall also have the right, but shall not be obligated, to complete the Work by whatever method the District deems expedient, including employing another contractor(s) under any contract(s) the District deems advisable. The District may provide any labor or materials and perform all or any part of the Work which has been terminated. To complete the Work, the District shall have the right to take possession of materials and supplies and to use any or all of the materials, supplies, tools, equipment, and property furnished by the Contractor for the Work. The Contractor shall not remove any materials, tools, equipment or supplies from their location at the time of termination without the prior written consent of the District.

6.5.3. The expense of completing the Work, together with a reasonable charge for awarding and administering any contract(s), and the damages caused by the delays in completing the Work will be charged to the Contractor. The District will deduct the amounts described in the preceding sentence from any amounts which may be due or may become due to the Contractor. In case the expenses exceed the amounts due or to become due, the Contractor shall, upon notice from the District, promptly pay to the District the amount of the excess. The District shall not be required to obtain the lowest figures for Contract Completion, but may make those expenditures which in its sole discretion will best accomplish timely, quality Completion.

6.5.4. The District's termination of a Contractor shall not affect any rights of the District against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the District due to the Contractor shall not release the Contractor from liability.



6.6. CONTRACTOR'S CLAIMS

6.6.1. If at any time the Contractor claims that the District may, for any reason, owe it damages, additional payment, or a time extension, the Contractor must file a written claim with the District in strict compliance with this section. The written claim shall set out a detailed, factual statement of the claim for additional compensation or for additional time: (1) listing the date on which facts arose that gave rise to the claim; (2) identifying any documents and/or oral statements that support the claim; (3) listing for time extensions claimed the specific dates for which the extension is sought and the reasons Contractor claims a time extension should be granted for the dates identified, and (4) listing for additional compensation sought a breakdown of labor, materials, equipment, overhead and any other amounts claimed. Contractor must deliver to the District a written notice that fully complies with the above requirements no later than ten (10) days after the event giving rise to the claim occurred and before proceeding with any Work upon which the claim is based. Failure to provide the written notification in strict compliance with the above requirements (including but not limited to contents of notice and time of notice) shall constitute an absolute waiver of any such claim. No act, admission or knowledge, actual or constructive, of the District or the Engineer or any District employee shall in any way constitute a waiver of the above requirements, unless the District provides the Contractor with an express, unequivocal written waiver of the specific requirement being waived.

6.6.2. Within a reasonable time after presentation of a claim, the District shall give the Contractor written notice of the District's decision on any claim of the Contractor. All such decisions of the District shall be final.

6.6.3. Pending final resolution of a claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract.

6.7. NOTICES

The District may inform the Contractor at the address given by the Contractor in its bid any written notice which the Contract Documents provide that the District shall give to the Contractor. Written notice delivered to the Contractor's Superintendent at the job site shall constitute notice to the Contractor. The Contractor may deliver, fax to the District's fax number, or mail to the District any notice which the Contract Documents provide that the Contractor shall give to the District. Written notice delivered to the District's Engineer at the job site shall constitute notice to the District.

6.8. TERMINATION FOR CONVENIENCE

6.8.1. The District may terminate the Contractor's right to proceed with all or any portion of the Work upon ten (10) days written notice to the Contractor. Upon



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receipt of any notice of termination, the Contractor shall immediately stop all work being performed unless the notice of termination expressly directs otherwise.

6.8.2. Upon receipt of any such notice, the Contractor shall, unless the notice states otherwise:

6.8.2.1. stop the Work on the date and to the extent specified in the notice of termination;

6.8.2.2. place no further orders or subcontracts for services, equipment or materials relating to the terminated portion of the Work;

6.8.2.3. terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination as directed by the District;

6.8.2.4. if requested by the District, assign to the District, in the manner and to the extent directed by it, all of the rights, title and interest of Contractor under the orders or subcontracts so terminated, in which case District shall have the right, if it elects to do so, to settle or pay any or all claims relating to the termination of such orders and subcontracts;

6.8.2.5. if requested by the District, settle all outstanding liabilities and all claims arising out of the termination of orders and subcontracts, in a Satisfactory manner;

6.8.2.6. deliver to the District, when and as directed by the District, all documents and all property and transfer title to such property to the District to the extent not already transferred; and

6.8.2.7. to the extent requested by the District, assist the District in maintaining, protecting, and/or disposing of Work in progress, plant, tools, equipment and materials acquired or utilized by Contractor relating to the Work.

6.8.3. In the event of such termination, Contractor waives any claim for damages, including but not limited to, any claims for loss of anticipated profits, and agrees to accept in full settlement of all claims by Contractor and any Subcontractors or suppliers such proportion of the Contract Price due to Contractor under this Contract as the Work actually completed bears to the entire Work to be performed by Contractor under this Contract, as determined by the District, less any payments already made to Contractor and less any amounts withheld by the District to settle claims against or to pay indebtedness of Contractor in accordance with the provisions of this Contract. In the event of such termination, Contractor shall be entitled to no payment beyond that specified in this paragraph and Contractor shall defend, indemnify and hold the District



harmless of all claims for amounts other than the above, including but not limited to, all claims for lost profit, loss of business expectancy, and the like.

6.9. ASSIGNMENT OF CONTRACT

6.9.1. The Contractor agrees that it will not sell, assign, transfer or sublet this Contract or any part thereof or interest therein, either by power of attorney or otherwise, without the prior written consent of the District, and that any such sale, assignment, transfer or subletting, without such consent of the District, shall be null and void.

6.9.2. The Contractor shall not assign any monies due or to become due it under the Contract without the prior written consent of the District. No assignment of the rights given to the Contractor under the terms of the Contract Documents shall be valid unless it contains a provision that the funds to be paid to the assignee under the assignment are subject to all of the Contractor's obligations under the Contract, i.e. that the Contractor delegates its duties under the Contract and the assignee agrees to fully perform those duties. The District shall have the absolute right to reject the assignment to the proposed assignee. Any assignment made without the District's written consent shall be null and void. The original Contractor shall remain liable for performing under the Contract to the extent the assignee does not perform or the assignee's Work is rejected by the District.

6.10. PATENTS AND ROYALTIES

6.10.1. The Contractor shall pay the costs of all royalties, permits, taxes, licenses or other fees necessary for the performance of this Contract.

6.10.2. When notified and authorized in writing by the District, the Contractor shall defend, at the Contractor's expense, any suit or proceeding brought against the District so far as such suit or proceeding is based on a claim that the manufacture, sale or use of materials or equipment furnished by the Contractor as part of the Work under the Contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded against the District, and shall otherwise hold the District harmless; provided that the Contractor's obligation shall not extend to a claim of infringement based upon the manufacture, sale or use of materials or equipment furnished by the Contractor in combination with materials or equipment not furnished under the Contract. If the Contractor refuses to defend such suit or if, in the opinion of the District, the Contractor does not tender an adequate defense to the claims made in such suit, the District may seek counsel to protect the District's interests. The Contractor shall be liable for the costs and attorneys fees associated with the District's actions in this regard.

6.10.3. In the event the manufacture, sale or use of materials or equipment is held to constitute infringement and the use of part or all of the Work is



enjoined, the Contractor, at its expense, shall either obtain for the District the unqualified right to continue using said material or equipment for an indefinite period or shall replace the same with non-infringing material, or shall remove said material or equipment and refund to the District the purchase price and the transportation and installation costs thereof.

6.11. SOFTWARE AND SOFTWARE LICENSES

6.11.1. For purposes of this Contract, third party software shall mean software and associated documentation licensed by Contractor from third parties, or Contractor obtained licenses from third parties to be licensed to the District, and included as part of any software deliverables, equipment deliverables or otherwise provided as part of this Contract under a license from such third parties. Contractor software shall mean software and associated documentation owned by Contractor.

6.11.2. For purposes of this Contract, Contractor grants to District a non-exclusive, perpetual, irrevocable, transferable license to use any Contractor software related documentation which may be included as part of, integrated into, or necessary for the proper function of the Work, or other equipment purchased under this Contract.

6.11.3. Prior to using any third party software product, which may be included as part of, integrated into, or necessary for the proper operation of any Work, or other equipment purchased under this Contract, Contractor shall provide to District copies of the license agreement from the licensor of the third party software and allow the District to review the license agreement and its terms. Prior to final acceptance, Contractor shall either assign to the District the licenses for the third party software or obtain such licenses in the District's name for the District's use of the third party software.

6.12. PERMITS

Permits, licenses and easements of a temporary nature which are necessary only for and during the prosecution of the Work shall be secured and paid for by the Contractor, except those permits, licenses or easements of a temporary nature which are described in SECTION D, SUPPLEMENTAL CONDITIONS or SECTION G, SPECIFICATIONS.

6.13. LIABILITIES OF THE CONTRACTOR

In addition to other legal obligations under these Contract Documents, the Contractor accepts the following legal responsibilities:

6.13.1. The Contractor shall comply with the laws and regulations of the United States and of the State of Washington and all local ordinances and regulations, and shall be responsible for a strict observance by its employees and all Subcontractors of said laws, ordinances and regulations.



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6.13.2. The Contractor shall have the sole responsibility for furnishing the District with completed divisions of Work until said divisions are accepted in writing by the District. Materials or Work damaged, lost, stolen or destroyed prior to said acceptance by reason of any cause whatsoever, whether within or beyond the control of the Contractor, shall be repaired or replaced in their entirety by the Contractor solely at its own expense.

6.13.3. The Contractor shall perform the Work with due regard for adequate safety and sanitary measures and shall maintain its facilities and equipment in a safe condition. Contractor shall conform to current safety engineering practices and comply with all applicable federal, state and local regulations. Equipment shall be inspected and members of crews licensed by the proper authorities where required. Reports of all lost time accidents shall promptly be submitted to the Engineer in writing, giving such information as may be required by Engineer.

6.13.4. The Contractor shall be responsible for the preservation of all property in the vicinity of or upon the site of the Work and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, it shall at once notify the District Engineer and make or arrange to make full restitution. Should the Contractor injure any person or property, it shall at once make or arrange to make full settlement at its own expense. The Contractor shall report immediately, in writing, to the Engineer all pertinent facts relating to such property damage, bodily injury or personal injury. A written report detailing the ultimate disposition of the claim for injury or damage may be required by the Engineer.

6.13.5. The Contractor shall use all necessary precautions to avoid the destruction of surveying markers, including but not limited to, section corners, witness trees, property corners, mining claim markers, bench marks, triangulation stations, etc. If any such markers must be destroyed, the Contractor shall first notify the agency responsible for the marker as well as the Engineer. All costs of replacing markers will be borne by the Contractor.

6.13.6. The Contractor shall construct and maintain at its own expense such temporary barricades, fences, gates and other facilities as shall be necessary for preservation of crops, confinement of livestock and protection of persons and property. Before cutting a fence, the Contractor shall take necessary precautions to prevent the straying of livestock and shall prevent the loss of tension in or damage to adjacent portions of the fence. The Contractor shall immediately replace at its own expense all fences and gates that are cut, removed, damaged, or destroyed in the course of performance of the Work with new materials to the original standard, with the exception that undamaged gates may be reused. Makeshift repairs to fences and gates will not be acceptable.



6.14. APPLICABLE LAW/COURT COSTS/ATTORNEYS FEES

6.14.1. All Contract Documents shall be construed, for all purposes, solely and exclusively in accordance with and pursuant to the laws of the State of Washington. The rights and obligations of Bidders, the District, and the Contractor shall be governed by the laws of the State of Washington. Contractor submits to the exclusive jurisdiction of the state courts in Washington, and venue for any action filed to enforce or interpret the provisions of this Contract, or any other legal action, shall be in the Superior Court of the County of Chelan, State of Washington, USA.

6.14.2. Subject to SECTION C, GENERAL CONDITIONS, PAYMENT, TIME AND MANNER OF PAYMENT TO CONTRACTOR and PAYMENTS BY CONTRACTOR, the Contractor may bring no litigation on claims unless such claims have been properly raised and considered in the procedures of SECTION C, GENERAL CONDITIONS, LEGAL, CONTRACTOR'S CLAIMS, above. All claims properly raised shall be resolved by initiation of an action in the Superior Court of Chelan County, Washington.

6.14.3. All Work performed pursuant to this Contract shall be in compliance with statutory and regulatory provisions of the State of Washington relating to public works including, but not limited to, the following as the same may be applicable.

- Chapter 39.04 RCW relating to pollution and preservation of natural resources.
- Chapter 39.06 RCW relating to registration and licensing of Contractors on public works.
- Chapter 18.27 RCW relating to registration of contractors.
- Chapter 39.08 RCW relating to contractor's bond.
- Chapter 39.12 RCW relating to prevailing wages on public works.
- Chapter 49.28 RCW relating to hours of labor.
- Chapter 49.60 RCW relating to law against discrimination.
- Chapter 54.04 RCW relating to contracts by Public Utility Districts.
- Chapter 60.28 RCW relating to withholding of retainage.
- Chapter 70.92 RCW relating to provisions for the aged and physically handicapped.

6.14.4. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein.

6.14.5. In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of the Contract, the substantially prevailing party shall be entitled to compensation for its reasonable attorneys fees and costs whether or not legal action is initiated and regardless of whether the dispute is settled by trial, trial



and appeal, arbitration, mediation, negotiation or otherwise and regardless of whether suit is formally filed. Failure to pay the costs and attorneys fees provided for herein shall constitute an event of default under this Contract.

6.15. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws, ordinances, and codes of federal, state and local governments. The failure of the Contractor or any Subcontractor to comply with this paragraph shall be deemed a default of the Contract as set forth in Section C, General Conditions, Legal, Contractor's Default.

6.16. PUBLIC RECORD

Contractor acknowledges that the District is subject to the provisions of RCW 42.56 and that this Contract and all materials made available under or as a consequence of it (collectively for this Section called the "Materials"), shall be public records as defined in RCW 42.56. Any specific part of the Materials that is claimed by the Contractor to be Confidential Information or proprietary information must be clearly identified as such by the Contractor as set forth in Section 6.17.

6.17. CONTRACTOR IDENTIFICATION OF CONFIDENTIAL INFORMATION

6.17.1. If Contractor considers any portion of the Materials to be protected from disclosure under the law, Contractor must clearly mark on each page and/or individual piece (collectively referred to in this Section as "Record") (as opposed to marking only the first page or a cover page to a Record) on the bottom or top of each Record in a manner which makes the words immediately obvious and identifiable, the following words, all capitalized: "PROPRIETARY AND CONFIDENTIAL." A Contractor which does not do this agrees, for itself and any Subcontractor, partner, or other person or entity whose Material is used in connection with or incorporated into the Contract, that each Record, which is not marked, may be inspected and copied by the public and further that the District may disclose the same to the public for such purposes.

6.17.2. If a request is made for inspection and/or copying of the Materials, the District will review the Materials to determine which Records contained therein are marked "PROPRIETARY AND CONFIDENTIAL." Records which are not so marked may, in the District's sole discretion, be disclosed by the District to the public for inspection and copying. For each Record appropriately marked as "PROPRIETARY AND CONFIDENTIAL," the District will determine whether, in its opinion, the Record is exempt from inspection and/or copying under Washington law. If in its discretion the District determines that the Record is not exempt from disclosure to the public, the District will notify the Contractor of the request and the District's decision that the Record should be disclosed. The District will allow the Contractor ten (10) days to file suit and obtain a court order to restrain disclosure by the District. If the Contractor fails



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or neglects to take such action within said time, the District will release all Records, which it has deemed it must disclose. The Contractor agrees and warrants that neither it, nor any Subcontractor, partner, or other person or entity, providing it with Material for inclusion in the Agreement, will have any claim whatsoever against the District arising out of either disclosure or any action taken by the District under this Section as long as the District follows the procedures in this Section.

6.17.3. Contractor further releases the District from any liability to the Contractor arising out of any such disclosure or action and agrees to indemnify and hold the District harmless from any claim whatsoever, including attorneys fees, made by any Subcontractor, partner, or other person or entity arising out of disclosure.

6.17.4. In addition to the Contractor this section shall be binding on all Subcontractors, partners, persons or entities which have allowed their Materials to be used by the Contractor for purposes of making or performing under the Contract; provided, for purposes of notice by the District to a Contractor of a request for public records and the right to restrain disclosure as set out above, notice need only be given to the Contractor notwithstanding that others may have allowed the Contractor to use their Materials for, or as a result of, the Contract.

6.17.5. Contractor will have the sole obligation, if any, to notify Subcontractors, partners, or other persons or entities, regarding the public document disclosure issues set out in this Section.

7. INSURANCE

7.1. MINIMUM INSURANCE REQUIREMENTS

7.1.1. Liability Insurance. The Contractor shall, at its own expense, carry and maintain Commercial General Liability Insurance or equivalent Comprehensive General Liability Insurance with endorsement for Broad Form Contractual Liability Insurance, and Completed Operations Insurance throughout the course of performance of the Work and for at least one (1) year following Completion and final acceptance of the Work. Such liability insurance shall indemnify the Contractor and its Subcontractors against loss from liability imposed by law upon, or assumed under Contract by, the Contractor or its Subcontractors for damages on account of such public liability, contractual liability, property damage, products liability or completed operations liability. SAID INSURANCE SHALL PROVIDE "OCCURRENCE" COVERAGE, NOT "CLAIMS MADE" COVERAGE.

Said liability insurance shall have a combined single limit for bodily injury, including personal injury and death, and property damage of at least \$2,000,000 per occurrence; or, alternatively, split limits of \$1,000,000 per occurrence for bodily injury, including personal injury and death, and \$1,000,000 per occurrence for property damage. If a



general aggregate limit is applicable to the Contractor's policy, it shall not be less than \$2,000,000.

7.1.2. Automobile Insurance. The Contractor shall, at its own expense, carry and maintain automobile liability insurance covering any auto, truck or other motor vehicle used by the Contractor in connection with the Work. Such coverage shall have a combined single limit per occurrence for bodily injury and property damage of not less than \$1,000,000.

7.1.3. Property Insurance. The Contractor shall, at its own expense, carry and maintain "All Risk" form of "Builder's Risk", installation floater, or equivalent property insurance insuring the District, Contractor and all Subcontractors from and against all risks of physical loss or damage to the Project (including permanent and temporary buildings and contents), materials, equipment and supplies for the full replacement value of the Project and its several components, while in transit to the job site, while there awaiting installation, during installation and all forms of testing, and until Completion and final acceptance by the District of Contractor's Work hereunder. Upon written request by the Contractor to the District, the District may, at its sole discretion, accept Subcontractor's property insurance in substitution for Contractor's property insurance, in whole or in part, to cover the District's, Contractor's, and Subcontractor's interest in the Project. The District's acceptance of Subcontractor's property insurance does not relieve the Contractor from the ultimate responsibility to comply with and maintain insurance coverage in accordance with the provisions of this Property Insurance section. The District shall be named as loss payee as respects this coverage for the Project.

7.2. ADDITIONAL INSURANCE CONDITIONS

7.2.1. Additional Insured Status. The District shall be identified as an additional insured on all general liability and employer's liability policies required of the Contractor pursuant to these Contract Documents. The coverage afforded to the District as an insured shall be primary and not excess or contributing to any insurance held by the District or any District self insurance program. The insurance provided shall apply separately to each insured. This separate coverage requirement may be met by a cross liability clause, a severability of interest clause or an acceptable definition of the term "insured".

7.2.2. Deductible. No insurance policy required herein shall have a deductible or self-insured retention of more than \$25,000. In the event the Contractor's insurance program has a deductible in excess of \$25,000, the District reserves the right to waive the aforementioned condition following review and acceptance of Contractor's most current audited financial statement documenting financial security available to cover the deductible amount(s). Payment of deductibles and premiums are the sole responsibility of the Contractor.



7.2.3. Special Provisions. Different or additional insurance requirements may be specified in SECTION D, SUPPLEMENTAL CONDITIONS, of these Contract Documents.

7.2.4. Thirty Day Notice. All insurance policies shall include a provision to the effect that the insurance policy shall not be subject to cancellation, lapse, or to reduction in the required limits of liability or amount of insurance until notice has been mailed to the District by the insuring company stating the date that such cancellation, lapse or reduction shall be effective, which date shall be not less than 30 days after the mailing of such notice. The standard Acord form Certificate of Insurance cancellation clause shall be amended to read as follows: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left."

7.3. CERTIFICATION AND CANCELLATION OF INSURANCE

7.3.1. No Cancellation. The Contractor shall not cause any insurance policy required under these Contract Documents to be canceled or permit any such policy to lapse unless replaced with no lapse in coverage.

7.3.2. Certificate shall state deductible amounts. Deductible amounts applicable to any insurance specified under these Contract Documents shall be clearly set forth on the Insurance Coverage Checklist, SECTION E, CONTRACT DOCUMENT FORMS.

7.3.3. Ten Day Filing Requirement. Within ten (10) days after receipt of the Notice of Award, the Contractor shall file with the District certificates from its insurance companies certifying to the coverage of all insurance required herein. **IMPORTANT:** Work will not commence on the Project until the Contractor's Insurance Certificate, with required attachments, is received by and is acceptable to the District. The District reserves the right to determine the completeness and adequacy of the Contractor's Insurance Certificate, required attachments and the acceptability of deductible or self-insured retention levels. Renewal certificates are required prior to the expiration of the insurance policies.

7.3.4. Failure to submit a renewal certificate or finalizing correction of minor deficiencies in the insurance documents to maintain compliance with the Contract may result in the withholding of progress payments until the deficiency(ies) is corrected.

7.3.5. Contents of Certificates. All certificates of insurance shall be authenticated by the proper officer of the insurer and shall certify the name of those insured, the type and amount of the insurance, and the expiration date. Contractor shall submit with and as part of its Insurance Certificate a copy of all special or additional exclusions or endorsement riders and the completed Insurance Coverage Checklist from SECTION E, CONTRACT DOCUMENT FORMS, of these Contract Documents.



The Contractor's Insurance Certificate and attachments must clearly state the existence of all coverage and compliance with all insurance conditions required by these Contract Documents.

7.3.6. Delivery of Certificate. The completed Insurance Certificate with all necessary attachments shall be delivered to the District's Procurement & Contract Services Department.

7.4. WORKERS COMPENSATION INSURANCE

In addition to such other insurance as may be required under this Contract, the Contractor and its Subcontractors, at their own expense, shall also maintain Workers Compensation Insurance in the amount and type required by law for all employees under this Contract who may come within the protection of workers compensation laws. Contractor hereby expressly waives its rights of subrogation against the District for any workers compensation claims arising out of this Contract. The Contractor and its Subcontractors shall maintain employer's liability insurance (or Stop Gap) in an amount and form and with a company or agency Satisfactory to the District for the benefit of all employees not protected by worker's compensation laws. Evidence of employer's liability insurance (or Stop Gap) shall be included on the Insurance Certificate. It is the Contractor's and its Subcontractor's sole responsibility to purchase and maintain coverage in compliance with the United States Longshoremen & Harborworkers Act (USL&H), Jones Act, or any federal law, state statute, or local ordinance which may be applicable to this Project.

7.5. INSURANCE SHALL NOT LIMIT LIABILITY

The insurance coverage and benefits required herein, or in any other Contract Document, shall not be deemed to limit the Contractor's liability to the District or any third party. In the event the minimum insurance limits specified in this Contract Document are less than the maximum amount of insurance in effect for the Contractor at the time of claim or loss which arises from or is connected to the Work, Contractor affirmatively agrees that all insurance limits available to it will be extended to the District as additional insured.

8. PROGRESS AND COMPLETION

8.1. NOTICE TO PROCEED

Promptly after the execution of and approval by the District of the documents set forth in the Notice of Award, written Notice to Proceed will be given by the District to the Contractor. The Contractor shall not begin any onsite Work before the date specified on the Notice to Proceed, or as directed by the District, and the Work shall be carried on regularly and without interruption thereafter, with such force as to assure the



Completion of the Work within the Contract Time stated in the Contract Documents unless otherwise directed in writing by the District.

8.2. TIME FOR PERFORMANCE OF WORK

The District considers the Contract Time sufficient to complete all Work. The Contractor agrees to complete the Work to the reasonable satisfaction of the District, free of all claims, liens and charges, within the Contract Time specified in the Contract Documents. The Contractor's schedule for completion shall be based on a five (5) day, eight (8) hours per day work week. The Contractor shall not work after the hours of 5:00 p.m., before 8:00 a.m., or on Saturdays, Sundays or District holidays without the written consent of the Engineer.

All times and time limits stated in the Contract Documents shall be of the essence of the Contract. All references to days shall mean calendar days and the time within which acts are to be done shall be computed by excluding the first and including the last day, and if the last day is a Sunday or a legal holiday at the site of the Project, the act shall be completed on the next business day.

8.3. POST-AWARD CONFERENCE

Within approximately 20 days following the issuance of a Notice of Award, a post-award conference may be held at District's facility on a date and time as mutually agreed upon by the Engineer and Contractor. The Contractor shall be represented at the meeting by the Contractor Superintendent. All aspects of the job will be discussed.

8.4. PROGRESS, ORGANIZATION AND FACILITIES

8.4.1. The Contractor shall employ an ample force of employees and provide properly adapted and maintained construction facilities of sufficient capacity and efficiency to prosecute the Work in a workmanlike manner at the rate of progress necessary for Completion within the Contract Time.

8.4.2. Should the Contractor fail to maintain such rate of progress, the Engineer may require, at no additional expense to the District, additional employees and facilities be placed on the Work or a reorganization of facilities layout be effected in order that the rate of progress necessary for timely completion of the Work can be maintained.

8.5. CONTINUITY OF UTILITY SERVICES

The Contractor shall make every effort to maintain continuity of utility services to District's customers. All outages required for Work shall be pre-approved by the District's Superintendent(s) or his designee. The Contractor shall take every precaution



to avoid inadvertent service interruption of District customers. All unscheduled outages caused by the Contractor shall immediately be reported to the District's Superintendent(s) or his designee. Failure to comply with this section shall constitute reasonable cause for the District to immediately suspend the Contractor's Work activities and may result in termination or discontinuance of this Contract.

8.6. WORK SCHEDULE

8.6.1. Within ten (10) days following award of the Contract, the Contractor shall furnish the Engineer a written schedule outlining in reasonable detail its proposed sequence of operations. The Contractor shall at no time change its schedule without the approval of the Engineer. The Engineer shall have the right to require changes in the schedule at any time to meet requirements of timely completion of the Work or outage constraints. The Engineer will inform the Contractor in writing as the Work proceeds as to the status of deliveries of materials to be furnished by the District, and as to the status of land right-of-way availability. Approval of the Contractor's schedule shall in no event be construed as relieving the Contractor of any responsibility in connection with its performance of the Work in the Contract Time specified.

8.6.2. Unless stipulated otherwise in the Contract Documents, the schedule shall be in the form approved by the Engineer, indicating the estimated duration and completion dates of all significant trade portions and phases of the Work.

8.7. CHANGES IN THE WORK - FIELD WORK ORDER/CHANGE ORDERS

8.7.1. By proper action of its governing body or authorized designee and without invalidating the Contract, the District, at its discretion, may make any changes, including additions to or deductions from the Project, provided such changes are within the general scope thereof regardless of the size or magnitude of said change. It shall be the responsibility of the Contractor, before proceeding with any change, to satisfy itself that the execution of a Field Work Order/Change Order has been properly authorized on behalf of the District by its governing body or designee.

8.7.2. The Contractor agrees that it shall maintain a superintendent on site as required in Section C, General Conditions, Project Site Management and Safety, Contractor's Superintendence. Contractor agrees that the superintendent shall have the authority to agree to and execute all Field Work Order/Change Orders on behalf of the Contractor. A Field Work Order/Change Order does not require the signature of the Contractor to be in effect. If the document is presented to the Contractor but not signed by the Contractor, then the requested change shall be carried out by the Contractor and payment will be based on the actual cost method as presented below.

8.7.3. Charges or credits, if any, for the Work covered by the change shall be determined by one or more of the following methods, at the District's option:



8.7.3.1. Unit Prices specified in the Unit Price Schedule for Changed Work submitted with the Contractor's Bid Proposal, if any.

8.7.3.2. An agreed lump sum.

8.7.3.3. The actual cost, which is to include:

8.7.3.3.1. Labor, including foreman.

8.7.3.3.2. Materials entering permanently into the Work.

8.7.3.3.3. The ownership or rental cost of the facilities and equipment during the time of use on the Project. The equipment rental rates paid by the District shall not exceed rates as calculated by the Federal Highway Administration. For each hour of equipment use, the District shall pay the monthly rate divided by 176 plus the hourly estimated operating cost. The Contractor shall provide copies of current industry recognized and Approved rental rate sheets or Blue Book Rental Rate sheets verifying rates requested in changes or claims, as provided by Equipment Watch, with adjustments for region and model year for every piece of equipment claimed.

8.7.3.3.4. Engineering and transportation costs necessitated by the change.

8.7.3.3.5. The cost of the increased premium for the Performance and Payment Bond required to cover the additional Work.

The Contractor shall be allowed to include a fixed fee of 18 percent as complete compensation for all profit and overhead, including superintendence, administration, office expenses, B & O Tax and any other general expenses. If the changed work is done all or in part by a Subcontractor, the Subcontractor (or tier of Subcontractors) shall be allowed a fixed fee of 15 percent for all profit, overhead and all general expenses, and the Contractor shall be allowed a markup of 5 percent of Subcontractor's actual cost (before profit and overhead) to cover the Contractor's profit, overhead and all general expenses on the changed Work performed by the Subcontractor.

8.7.4. The District will make the final determination of charges or credits for the Work covered by the Approved change. In the event the Contractor does not agree with the amount of charges or credits, Contractor shall submit a Contractor's claim in accordance with SECTION C, GENERAL CONDITIONS, LEGAL, CONTRACTOR'S CLAIMS.

8.8. DELAYS AND EXTENSIONS OF TIME

8.8.1. If the Contractor is delayed at any time in the progress of the Work by any of the causes listed below, the Contract Time may be extended by Field Work



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Order/Change Order for such reasonable time as the District shall determine. All decisions by the District regarding extensions of time shall be final. The Contractor agrees to complete the Work within the Contract Time as thus extended. Such extensions shall postpone the beginning of the period for payment of Liquidated Damages, if provided for in the Contract, but they and the events producing them shall not be grounds for claim by the Contractor for damages or for additional costs, expenses, overhead or profit or other compensation unless, and only to the extent that the District causes the delay, in which event the District shall compensate the Contractor and any Subcontractors suffering delay damages in the amount of their field expenses during the delay plus 15 percent of the field expenses as compensation for the cost of Superintendence, overhead, bond, profit and any other general expenses. The parties may, however, agree on a different amount if they so choose.

8.8.1.1. Fire, strikes, lockouts, labor disputes, pickets, war, acts of the public enemy, Acts of God.

8.8.1.2. Acts of performance or delays in performance caused by persons other than the Contractor and other than persons acting for and on behalf of the Contractor, including Subcontractors and suppliers.

8.8.1.3. Causes beyond the control of the Contractor, the delays from which could not have been avoided through the exercise of reasonable care, prudence, foresight and diligence on its part and that of its Subcontractors.

8.8.2. All claims for extension of the Contract Time shall be made in writing and submitted to the District in accordance with SECTION C, GENERAL CONDITIONS, LEGAL, CONTRACTOR'S CLAIMS no more than ten (10) days after the Contractor knows or by reasonable diligence should know of the event causing or likely to cause the delay; otherwise, they shall be waived. In the case of a continuing cause of delay, only one (1) claim is necessary.

8.8.3. Avoidable delays in the prosecution or Completion of the Work, for which no time extension shall be granted, shall include all delays which in the opinion of the District could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. The following list is nonexclusive, but is representative of avoidable delays within the meaning of the Contract and shall not be a basis for an extension of the Contract Time:

- delays caused by rejected claims for extension of time or changed work by Contractor;
- delays caused due to rejected Work;



- delays to a part of the Work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time herein specified;
- reasonable loss of time resulting from the necessity of submitting Shop Drawings to the District for approval and from making of surveys, measurements, and inspection;
- such interruptions as may occur in the prosecution of the Work on account of the reasonable interference of other contractors employed by the District which do not necessarily prevent the Completion of the whole Work within the time agreed upon.

8.8.4. No claim for delay shall be allowed on account of the District's failure to furnish Contract Drawings until ten (10) days after a written request for such Contract Drawings has been made by the Contractor.

8.8.5. All changes of the Contract Time must be in writing and agreed upon by the District.

8.9. SUSPENSION OF WORK

Whenever, in the District's opinion, a suspension of the Work is necessary either in whole or in part because of conditions unfavorable to prosecution of the Work or failure of the Contractor to carry out any of the provisions of the Contract, the District may immediately order suspension of the operation. Any suspension of the Work by the District shall in no case relieve the Contractor from its obligations under the Contract. The District shall not be required to pay for any standby time or damages arising from such a suspension. The Contractor shall not suspend operations without obtaining the prior written permission of the District.

In preparation for or during the suspension of the Work, Contractor shall take necessary steps at Contractor's expense to prevent damage to or deterioration of the Work.

8.10. USE OF COMPLETED PORTIONS

8.10.1. Whenever, as determined by the District, the Project or any part thereof is in a condition suitable for use and the best interest of the District requires such use, the District may take possession of or use the Project or such part thereof.

8.10.2. All necessary repairs or renewals in the Project or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to the operations of the Contractor, shall be completed within the warranty period as



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specified in SECTION C, GENERAL CONDITIONS, LEGAL, WARRANTY, of the Contract Documents, and at the expense of the Contractor.

8.10.3. The use by the District of the Project or part thereof as contemplated in this Paragraph shall in no case be construed as constituting acceptance of the Project or any part thereof. Such use shall neither relieve the Contractor of any of its responsibilities under the Contract, nor act as a waiver by the District of any of the conditions thereof, PROVIDED, that the Contractor shall not be responsible for the cost of repairs or renewals required due to ordinary wear and tear as a result of such use or damage due to the District's negligence or misuse of the Project.

9. PAYMENT

9.1. WAGES PAID BY CONTRACTOR

9.1.1. The Contractor and its Subcontractors shall fully comply with all applicable provisions of RCW Chapter 39.12 concerning payment of prevailing wages, including the filing and payment of fees for all required statements and affidavits, and shall pay and provide wages and benefits to their employees employed in the performance of this Contract which are not less than those fixed by the Washington Department of Labor and Industries for work of like character. It shall be the responsibility of the Contractor to ensure that the appropriate classification of work and prevailing wage rate is paid for the county in which the Work is performed. Prevailing wage rates in effect at the time of advertisement of this Project are located in SECTION I, PREVAILING WAGE RATES. Questions regarding Prevailing Wage should be directed to the Prevailing Wage section of the Department of Labor & Industries, ESAC Division, P.O. Box 44540, Olympia, Washington 98504-4540 by calling (360) 902-5335 or on their web site at www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp. It is the Contractor's responsibility to ensure with the Washington Department of Labor and Industries prior to bid opening that the most current version of the prevailing wage rates are utilized in the preparation of its Bid Proposal. The District does not guarantee that labor can be procured for the minimum wages shown on the referenced schedules. The rates listed are minimum only, below which the Contractor cannot pay. The Contractor may be required to furnish to the District at any time acceptable evidence of wage rates and amounts paid by it or its Subcontractors.

9.1.2. For all electrical line or substation maintenance and for all electrical line or substation construction Work under this Contract (including pole testing and tree trimming), the current prevailing wage rates for such Work shall be the current and prevailing wage rates, employee benefits and working conditions expressed through collective bargaining for the I.B.E.W., Local 77 construction membership. The Contractor may determine the wages in effect at the time this Contract is bid by contacting the International Brotherhood of Electrical Workers, Local Union No. 77, 2626 West Clearwater Avenue, Kennewick, Washington 99336 (509-783-4136).



9.1.3. Any dispute between the Contractor or any of its Subcontractors and the District over the appropriate wage rate under this provision or RCW Chapter 39.12 shall be subject to arbitration pursuant to RCW 39.12.060.

9.2. TIME AND MANNER OF PAYMENT TO CONTRACTOR

9.2.1. **IMPORTANT!** No payment will be made to the Contractor until the Contractor and each and every Subcontractor has submitted to the District a "Statement of Intent to Pay Prevailing Wages" in compliance with RCW 39.12.040. Final payment for Work performed pursuant to these Contract Documents shall not be issued by the District until all requirements of RCW Chapter 39.12 have been satisfied.

In the event any dispute arises between the District, the Contractor, a Subcontractor, and any laborer, worker or mechanic, or any of them, as to what are the prevailing wage rates for work of a similar nature, which dispute cannot be settled by the parties in interest, including labor and management representatives, the matter shall be referred to the Director of the Department of Labor and Industries, whose decision shall be final, conclusive and binding on all parties involved in the dispute.

9.2.2. On the first day of each month the Contractor shall submit to the District, for Engineer approval, a detailed Contractor's Application and Certificate for Payment and the Contractor's invoice for the value of the Work completed during the previous month. Within 30 days after receipt of a properly completed invoice or receipt of goods or services, whichever is later, the amounts so determined, less previous payments, and less such sums as the District may be entitled to retain under the provisions of the Contract, shall be paid to the Contractor (see SECTION C, GENERAL CONDITIONS, PAYMENT, PAYMENTS WITHHELD (RETAINAGE)). All Application and Certificate for Payment forms shall be sent to the attention of the District's Accounts Payable Department.

9.2.3. If requested in writing by the District, the Contractor shall include with each Request for Payment (after the first) a statement under penalty of perjury that all Subcontractors have been paid less earned retainage as their interest appeared in the last payment received, and shall be accompanied by a signed receipt from the Subcontractors that they have received payment for the previous month's work (less earned retention) and a similar statement under penalty of perjury by these Subcontractors stating that all Subcontractors, suppliers, wages, fringe benefits and taxes arising out of such subcontracts have been paid as their interest appeared in the last payment received. No Request for Payment will be processed unless accompanied by both the statements and receipts requested.

9.2.4. Materials and equipment that are installed in place will be considered in determining the value of Work completed. Payment may be made, at the District's sole discretion, on the Contractor's receipted purchase invoice amount (i.e., Contractor's actual cost) of materials satisfactorily stored and on-hand.



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9.2.5. The making of any payment to the Contractor under the Contract shall not relieve the Contractor of any of its obligations thereunder. The Contractor is obligated to complete the Contract in its entirety and to deliver to the District such completed Work as is specified in the Contract.

9.2.6. The Engineer may withhold approval of payment to such extent as may be necessary to protect the District from loss on account of:

- Defective Work not remedied.
- Claims filed or reasonable evidence indicating probable filing of claims.
- Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- A reasonable doubt exists that the Work can be completed for the outstanding balance of the Contract Price.
- Damage to another Contractor.
- All security badges and/or keys have not been returned to the District.
- Failure of the Contractor to keep its Work progressing in accordance with its Work schedule.
- Failure of the Contractor to provide all drawings, manuals and other information required by the Contract.

Nothing in this paragraph or SECTION C, GENERAL CONDITIONS, PAYMENT, ACCEPTANCE AND FINAL PAYMENT, shall make any laborers, materialmen, suppliers or Subcontractors third party beneficiaries of this Contract or obligate the District to withhold any funds except in the District's sole discretion. Pursuant to RCW 39.76, when all or a part of a payment is going to be withheld for unsatisfactory performance or if the payment request does not comply with the requirements of the Contract, the District shall notify the Contractor in writing within eight (8) working days after receipt of the payment request stating specifically why part or all of the payment is being withheld and what remedial action must be taken by the Contractor to receive the withheld amounts. When the above grounds are removed, payment shall be made within 30 days for any amount withheld because of them.

9.2.7. IMPORTANT! No payment will be made to the Contractor for any Work performed under this Contract until a properly completed Insurance Certificate and/or the Performance and Payment Bond is received by the District. See SECTION C, GENERAL CONDITIONS, INSURANCE, CERTIFICATION AND CANCELLATION



OF INSURANCE and SECTION B, BIDDING INSTRUCTIONS, PERFORMANCE AND PAYMENT BOND.

9.2.8. Payments made to the Contractor shall not constitute acceptance by the District of Work that is defective or deficient, in whole or in part, regardless of whether the defect or deficiency is patent or latent or known or unknown, and such payments shall not constitute a waiver by the District of any rights or remedies it may otherwise have under these Contract Documents or otherwise.

9.3. PAYMENTS BY CONTRACTOR

9.3.1. The Contractor shall pay (a) for all transportation and utility services not later than the 30th day of the calendar month following that in which services are rendered; (b) for all materials, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the 30th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the Work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of its Subcontractors, not later than the 10th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the Work performed by its Subcontractors to the extent of each Subcontractor's legitimate interest therein. The Contractor shall require, by an appropriate agreement with each Subcontractor, each Subcontractor to make payments to its suppliers and Subcontractors in a similar manner.

9.3.2. In the event a payment to a supplier or Subcontractor is disputed, the Contractor shall notify the District of such dispute.

9.4. DETERMINATION OF QUANTITIES FOR PAYMENT

The quantity of Work to be paid for any item for which a Unit Price is fixed in the Contract shall be the number of units of Work satisfactorily completed in accordance with the Contract Documents, as determined by the Engineer. The quantity of Work to be paid for any item for which a lump sum price is fixed in the Contract shall be based on the percentage of Work satisfactorily completed in accordance with the Contract Documents, as determined by the Engineer. No payment will be made for Work done outside of the prescribed or ordered limits. Measurements and computations will be made by such methods as the Engineer may consider appropriate for the class of Work measured.

9.5. PAYMENT FOR UNCORRECTED WORK

If, in the opinion of the Engineer, it is inexpedient, impractical, or otherwise not in the best interest of the District to correct Work which has been damaged, which is faulty, or which has not been furnished in accordance with the Contract, an equitable reduction in



the Contract Price shall be made therefor. The District shall have the discretion to set a reasonable reduction in the Contract Price, taking into account the cost of repairing or replacing the nonconforming Work, the diminution in value of the Work if not required or replaced, or other means of calculating such reduction.

9.6. PAYMENTS WITHHELD (RETAINAGE)

9.6.1. Pursuant to RCW 60.28 the District may be required to withhold an amount of 5 percent of all monies earned by the Contractor under this Contract as a trust fund for the protection and payment of any person who shall supply labor or materials for the carrying on of the Work and for any state taxes due under RCW Title 82.

9.6.2. The District shall have the right to withhold from payment to the Contractor and retain such an amount or amounts, in addition to the reserved percentage hereinabove described, as may be necessary to pay just claims for labor, materials, and services rendered in and about the Work. The District shall have the further right, acting as agent of the Contractor, to apply such retained amounts to the payment of such just claims. Nothing in this paragraph shall make any laborer, materialman, supplier, or Subcontractor third party beneficiaries under this Contract nor obligate the District to withhold any such funds.

9.6.3. At the Contractor's option, the monies reserved as retainage shall be held by the District, or deposited in an interest bearing account at a bank, or placed in escrow at a bank or trust company, all as more fully provided in RCW 60.28.

9.6.4. Pursuant to RCW 60.28, the Contractor may submit a bond in lieu of retainage that the District would otherwise keep under the terms of this Contract and pursuant to applicable law. In the event the Contractor fails at any time to pay persons protected under RCW 60.28 or the District has reason to believe that the District or other obligee under the bond has a claim against the retainage or for other good cause, the District may, at its option, resume retaining from monies earned by the Contractor such amount as it would otherwise be entitled to retain had the bond not been accepted. Notwithstanding the District's resuming such retainage, said bond shall remain in full force and effect to the extent of its penal sum, limited to the amount of retainage released to the Contractor. After the Contractor has paid protected persons or otherwise cured any default, the District may, at its option, again release retainage pursuant to the terms of the bond.

9.7. ACCEPTANCE AND FINAL PAYMENT

9.7.1. When the Contractor has completed the Work in accordance with the terms of the Contract Documents, the Contractor shall submit to the Engineer the Certificate and Release statement concerning claims in the form specified in SECTION



E, CONTRACT DOCUMENT FORMS, of these Contract Documents and such other completed documents as may be required for the release of monies held.

9.7.2. The Certificate and Release shall be prepared on the basis of the Contract, including all authorized Field Work Order/Change Orders, inclusive of claims of the Contractor which have not been accepted by an executed Field Work Order/Change Order. The Certificate and Release shall constitute a waiver of all claims by the Contractor except for unsettled claims specifically stated in the Certificate and Release.

9.7.3. The Certificate and Release shall warrant that the Contractor has fully completed the Work included in the Contract and has fully paid for labor, materials, equipment, services, taxes and all other costs and expenses of every nature and kind whatsoever resulting from this Contract and certifies that all contractual conditions have been satisfied. Such Certificate and Release shall also state the amount and nature of all present and all future claims that the Contractor may have against the District relative to this Contract.

9.7.4. After receipt of a properly completed Certificate and Release, the Engineer will, within a reasonable time, make a recommendation to the District relative to acceptance of the Work. Such a recommendation shall not constitute a recommendation of acceptance of Work not furnished in accordance with the terms of the Contract. The Certificate and Release will be reviewed in the same manner as a Request for Payment, pursuant to SECTION C, GENERAL CONDITIONS, PAYMENT, PAYMENTS BY CONTRACTOR.

9.7.5. Upon receipt of the Certificate and Release, and other documents necessary for the release of monies held and the Engineer's recommendation relative to acceptance of Work, the District will, within a reasonable time, take action on the Certificate and Release. Such action shall be subject to the conditions of the Performance and Payment Bond, legal rights of the District, required warranties, and correction of faulty Work after final payment. The District shall have the right to retain from any payment then due the Contractor, so long as any bills or claims against the Contractor remain unsettled and outstanding, a sum sufficient, in the opinion of the District, to provide for the payment of the same. It is also understood and agreed that, in case of any breach by the Contractor of the provisions hereof, the District may retain from any payment or payments which may become due hereunder, a sum sufficient, in the opinion of the District, to compensate for all damages occasioned by such breach, including such damages arising out of any delay on the part of the Contractor.

9.7.6. After the expiration of 45 days from the Completion of all Contract Work and after the District has received the Department of Revenue's certificate, and the District is satisfied that the taxes certified as due or to become due by the Department of Revenue are discharged, and the claims of materialmen and laborers who have filed their claims, together with a sum sufficient to defray the cost of



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foreclosing the liens of such claims, and to pay attorneys fees, have been paid, the District may withhold from the remaining retained amounts for claims the District may have against the Contractor and shall pay the balance, if any, to the Contractor the fund retained by it or release to the Contractor the securities and bonds held in escrow.

If such taxes have not been discharged or the claims, expenses and fees have not been paid, the District shall either retain in its fund or in an interest bearing account, or retain in escrow, at the option of the Contractor, an amount equal to such unpaid taxes and unpaid claims together with a sum sufficient to defray the costs and attorneys fees incurred in foreclosing the lien of such claims, and shall pay, or release from escrow, the remainder to the Contractor.

In any event, the District will, within 60 days after Completion of all Contract Work, release and pay in full to the Contractor the amounts retained or withhold from such retained funds a sum sufficient to pay the unpaid taxes, unpaid claims, attorneys fees and costs and claims the District may have against the Contractor as enumerated above and release the remainder, if any, to the Contractor.

9.7.7. If any liens or taxes remain unsatisfied after final payment is made, the Contractor shall refund to the District such amounts as the District may have been compelled to pay in discharging such liens or taxes, including all costs and reasonable attorneys fees.

9.7.8. The Contractor shall be responsible for payment to the District of all direct and indirect costs associated with the handling of taxes and liens and notices of intent to file liens. Such costs shall include, but not be limited to, administration, clerical, accounting and legal costs.

9.7.9. Any action taken by the District pursuant to this section shall not release or relieve Contractor and/or Contractor's successors, assigns, and agents from any past, present or future obligations, warranty, or duties under the Contract or pursuant to state, federal, or local law.

9.8. CONTRACT COMPLETION

The Contract will be complete when all Work has been finished, the final inspection made by the Engineer and final acceptance of the Work has been adopted by District resolution. Issuance of any statement or submission of any form by the District relating to Project Completion to any government agency for the purpose of such agency's administrative functions shall not affect or modify the foregoing requirements for determination of Contract Completion as between the District and the Contractor.



9.9. TAXES

The Contractor shall be liable for all federal, state and local taxes payable in connection with or arising from the Work. The cost of any and all such taxes shall be included in the Contract Price (except for Washington State sales taxes, an amount equal to which the District will pay to the Contractor in addition to the Contract Price in accordance with the procedures established in these Contract Documents). It is the responsibility of the Contractor to determine, in conjunction with the appropriate federal, state or local authorities, the nature and amount of any taxes payable as a result of the Work.

10. DISTRICT OPERATIONS

10.1. DISTRICT OPERATIONS

The Contractor shall schedule all Work so as not to interfere with the operations of the District. Where such interference is essential to prosecution of the Contract, special arrangements shall be made and the written consent of the District shall be obtained prior to commencing the Work.

10.2. DISTRICT CONSTRUCTION

The District reserves the right to engage in activities in connection with the Work which are not included in the Contract, either by the District's employees or agents or by the use of other contractors or agencies and the employees or agents of the same.

10.3. MODIFICATION OF WORK SCHEDULE

10.3.1. Whenever in the District's opinion it is necessary to do so in order to ensure the safe and proper Completion of the Contract, the District may determine the order of precedence and the time at which any portion or portions of the Work shall be commenced and carried on.

10.3.2. The District may modify the Work schedule when the Work is carried on in locations where the District is doing other work either by other contract or by its own employees or agents, in order that conflict may be avoided and so that the Work under this Contract will be harmonized with the work furnished under other contracts or being done in connection with the operations of the District. Nothing herein contained shall relieve the Contractor of any of its obligations or liabilities under the Contract.



11. PROJECT SITE MANAGEMENT AND SAFETY

11.1. CONTRACTOR'S SUPERINTENDENCE

The Contractor shall give efficient Superintendence to the Work, using its best skill and attention. During the progress of the Work, the Contractor shall have in constant attendance at the Project site a competent superintendent and necessary assistants, all subject to the District's approval. The superintendent shall not be changed, except with the consent of the District, unless the superintendent ceases to be in the Contractor's employment. The superintendent shall represent the Contractor and all directions given to the superintendent shall be as binding as if given to the Contractor. Important directions shall be subsequently confirmed in writing upon written request. Contractor agrees that the superintendent shall have authority to execute any agreements on Contractor's behalf.

11.2. LANDS PROVIDED BY DISTRICT

Unless otherwise provided in SECTION D, SUPPLEMENTAL CONDITIONS or elsewhere in these Contract Documents, the District will provide the lands upon which the Work under this Contract is to be furnished, together with the right of access to such lands. The Contractor shall confine all equipment, storage of materials, and operations to such limits as may be directed by the District, and shall not unreasonably place materials on the premises.

11.3. FACILITIES PROVIDED BY CONTRACTOR

The Contractor shall provide at its own expense and with no liability to the District any *electrical and water facilities, unless otherwise specified in Specifications*, and additional land and access thereto not shown on the Contract Drawings or described in the Specifications that may be required for temporary facilities or storage of materials. The Contractor shall confine its equipment, storage of materials and operation of its workers to those areas described in the Contract Drawings and Specifications and such additional areas as it may provide at its own expense. The District and/or Architect/Project Engineer will not assume any responsibility for the security or protection of any materials and equipment stored on the site or elsewhere by the Contractor.

11.4. SURVEYS

The District will furnish the surveys necessary to establish certain bench marks, base lines and property boundaries specifically noted on the Contract Drawings and such surveys as are specifically described in SECTION D, SUPPLEMENTAL CONDITIONS.



11.4.1. All bench marks, base lines, property boundaries and other reference and construction points, as originally established by the District, shall thereafter be maintained by the Contractor who shall be responsible for keeping their accuracy and who shall pay to the District the reasonable cost of re-establishing them if they are disturbed.

11.4.2. The Contractor shall retain a licensed surveyor to lay out its work from established points and lines indicated on the Contract Drawings, shall furnish any required engineering for the layout from such points, and shall be responsible for the execution of the Work to such lines and grades. Contractor shall maintain and preserve said reference points and other selected layout points and lines until their removal is authorized. If destroyed prior to authorized removal, they will be accurately replaced by the Contractor at no expense to the District.

11.5. PROTECTION OF PROPERTY

11.5.1. The Contractor shall continuously maintain adequate protection of all its Work, the District's property, and adjacent public and private property from damage, injury, or loss arising in connection with the Work. The Contractor shall remedy any damage, injury or loss resulting from lack of adequate protection. Immediate response must be taken to rectify the damage. If the Contractor does not rectify the damage to the District's satisfaction and level of service, the District shall make any repairs necessary at the Contractor's expense.

11.5.2. The Contractor shall not enter upon public or private property for any purpose without obtaining permission from the proper public authority or private property owner.

11.5.3. Wherever Work under the Contract is undertaken on easements or rights-of-way over private property, or public right-of-way or franchise, all operations shall be confined to the limits of such easement, right-of-way, or franchise.

11.5.4. The Contractor shall protect and maintain all underground or above ground utilities and structures affected by the Work and all fences, and other improvements on property crossed by or adjacent to its operations, and any damage shall be repaired and restored by the Contractor at its expense in a Satisfactory manner. The Contractor will be held responsible for all damages caused by its Work to roads, trails, docks, ditches, walls, bridges, culverts, utilities, barricades, lights or other property, whether such damage be at the Project site, or caused from transporting or hauling to or from the site, and it shall repair or replace at its own expense all such damage in a Satisfactory manner, as determined by the District. Immediate response must be taken to rectify the damage. If the Contractor does not rectify the damage to the District's satisfaction, and level of service, the District shall make any repairs necessary at the Contractor's expense. The Contractor shall be responsible for replacing damaged services to the District's customers at the Contractor's expense.



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The Contractor shall also be required to provide items, at its expense, such as potable water, portable generators, portable sanitation units, mail delivery, sanitation service, or any other necessities required or otherwise specified to carry out the Work.

11.5.5. Contractor acknowledges that if temporary key(s) have been issued, the keys are issued for a limited period of time, that they must not be duplicated, and that keys are valuable items that require safeguarding. If key(s) are not returned within five (5) days of the Completion of Work or upon request by the Engineer (whichever occurs first), Contractor agrees to reimburse the District for associated re-keying expense.

11.6. SAFETY REQUIREMENTS

11.6.1. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and safety programs in connection with the Work. In the event that the Engineer or other District representatives are present for any purpose pursuant to this Contract, the Engineer and/or District representatives are not responsible for insuring adequate safety precautions and requirements are being followed by the Contractor, its agents, employees and Subcontractors.

11.6.2. The Contractor shall conduct the Work with due regard to adequate safety requirements and shall maintain its facilities and equipment in safe conditions. Contractor shall at its own cost and expense protect its employees, the District's employees and all other persons from risk of death, injury or bodily harm arising from or in any way connected with the Work under this Contract and any changes thereto. The Contractor shall conform to all current safety practices and shall strictly comply with all applicable federal, Washington State and local regulations regarding safety, including but not limited to, Occupational Safety and Health Act (OSHA), and Washington Industrial Safety and Health Act (WISHA), and all other regulatory agencies having jurisdiction. Contractor warrants that all equipment has been inspected and certified for its intended use in connection with the Work. Contractor shall ensure that all crewmembers have current licenses or certifications when necessary and applicable to the Work. Reports of all accidents shall promptly be submitted to the Engineer in writing, giving such data as may be required or requested.

11.6.3. The Contractor shall provide, erect, and maintain all necessary guards, barricades, temporary fences, suitable and sufficient warning lights, danger signals and signs, illumination, and shall take all necessary precautions for the protection of the Work and the safety of the public.

11.6.4. The Contractor shall meet all fire regulations and restrictions of each of the agencies having jurisdiction over any part of its operation.



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11.6.5. If trench excavation in excess of 4 feet is required for the completion of the Project described in the Contract Documents, then the Contractor shall be required to furnish the necessary safety systems to meet the applicable RCW and WAC at no additional cost to the District.

11.6.6. If Work under this Contract will take place in a Permit Required Confined Space pursuant to WAC 296-809, as now exists or as may be hereafter amended, the following shall be required:

- Contractor must provide a copy of the written permit required confined space program adopted by Contractor and verify that it is consistent with WAC 296-809-300. Such program must include but is not limited to provision, maintenance, and adequate training of employees for use of required equipment specified in WAC 296-809-400, implementation of a permit system required for entry.
- Contractor must certify that employee training required by WAC 296-809-400 has been accomplished. This certification must:
 - a) Contain each employee's name, the signatures or initials of the trainers, and the dates of training.
 - b) Contain a statement that the Contractor has made the certification available for inspection by the Contractor's employees and their authorized representatives.
 - c) Contractor must designate rescue and emergency services upon which it will rely under WAC 296-809-50014. The Contractor shall provide a certification from the designated entity in a form similar to the following:

(Entity name) hereby declares its employees or representatives have been trained in rescue and emergency services necessary for permitted confined spaces as defined by WAC 296-809-400 and such rescue and emergency services will be made available to the Contractor during construction of (project name).

11.6.7. During construction, Contractor will coordinate entry operations with District personnel as required by WAC 296-809-500.

11.6.8. Upon completion of the work in the permitted confined space, Contractor will advise the District of any hazards confronted or created in the permitted confined space.

11.6.9. In addition to all other pre-qualifications and requirements, all Contractor personnel working in District substations or switchyards are required to watch a one (1) hour video at the District headquarters building that provides information about work practices and notifications required by the District when working



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inside these facilities. In addition, site-specific orientation of up to one (1) hour will be given to Contractor personnel at the jobsite prior to the start of any Work.

11.7. DUST AND SMOKE CONTROL

11.7.1. The Contractor shall constantly maintain the entire Work area free from dust and smoke which would cause a hazard or nuisance to nearby streets, orchards, crops, residences, businesses, or the operations of others performing work in the area, by sprinkling and other approved methods as required.

11.7.2. The Contractor is cautioned that dust can be a severe problem in the locality of the Work. No separate payment will be made for dust and smoke control, which the Contractor is required to provide. All costs involved in dust and smoke control shall be included in the Contract Price.

11.7.3. In the event that the Contractor does not adequately control dust, the District reserves the right to contract separately for additional dust control, deduct the cost involved from the Contract Price and adjust periodic payments as may be required to properly account for those costs. Further, the District will not be responsible for any damage to the Work under the Contract resulting from separate dust control operations made necessary by the Contractor's failure to provide adequate dust control.

11.7.4. Contractor shall adhere to requirements of WAC 296-841 Airborne Contaminants.

11.8. CLEANUP

At the time of suspension for an extended period of all or any portion of the Work, at termination of the Work for any reason, or at Completion but before final acceptance by the District, the Contractor at its own expense shall remove from the District's property and from all public and private property all of its equipment, unused materials that the District has made no payment for, temporary structures, rubbish, chemicals and waste materials resulting from its operations and leave the Project area in a neat and orderly fashion Satisfactory to the District. The Contractor shall at all times during the progress of the Work maintain the area in as neat and orderly a condition as operations will permit. In the event the Contractor fails to do so, the District may remove and store such equipment and unused materials and dispose of rubbish and waste at the expense of the Contractor. The cost of such removal, storage, and disposal may, at the District's discretion, be deducted from any payment due the Contractor and from the Contract Price.

11.9. SANITARY PROVISIONS

The Contractor shall furnish temporary toilet facilities of a type and number satisfactory to the government authorities having jurisdiction for all workers and inspectors



employed on the Project. Such temporary toilet facilities shall be subject to the approval of the District as to location. The Contractor shall maintain the same in a sanitary condition from the beginning of the Work until Completion and shall then remove the temporary toilet facilities and disinfect the premises.

11.10. SECURITY

11.10.1. Contractor and its employees, and any Subcontractor and its employees who may have access to District information and/or documents that are considered sensitive or confidential under the Federal Energy Regulatory Commission's (FERC) Critical Energy Infrastructure Information (CEII) regulations shall treat such information as confidential and follow control, distribution and destruction guidelines as set forth by the District in the Non-Disclosure Agreement or as otherwise directed by the District.

11.10.2. Contractor, Contractor employees, and each Subcontractor employee shall understand and comply with District Security's Badge Policy and Key Policy, and procedures as may be amended.

11.10.3. The District Security's Badge Program requires that all Contractors and Subcontractors working on District facilities carry a current, photo identification on their person. Depending on Contractor's or Subcontractor's duration of Work and location of work within District, District may require a District 'access' identification badge or a District 'day use' badge and/or District keys to be issued Contractor.

11.10.4. Before start of work, Contractor shall contact the Project Manager (District Sponsor) to schedule an appointment with District Security to determine the need for and/or the procedures for issuing District "access" or "day use" badges and/or District keys. If "access" badges and/or keys are required, Contractor, Contractor's employees and Subcontractor's employees must, prior to their start work date, complete a District Badge Request and/or District Key Request form and, on day of badge and/or key issue, show current photo identification in a form acceptable to the District Security Department.

11.10.5. A copy of District Security's instructions for requesting a badge and/or key issue will be provided by the Project Manager or Security.

11.10.6. Contractor or Subcontractors will immediately report to the Project Manager or Security Division regardless of date or time any loss of or misplacement of badges or keys, or removal of personnel from Contractor's work.

11.10.7. Final payment may not be made until all security badges and/or keys issued to Contractor's employees and Subcontractor's employees have been returned to the Project Manager or Security Division.



11.11. DRUG FREE WORKPLACE

11.11.1. The Contractor and its Subcontractors shall fully comply with all applicable provisions of 41 U.S.C § 701, the Drug-Free Workplace Act of 1988.

11.11.2. The Contractor and its Subcontractors shall immediately remove any employee from further work if it is determined that the person is not fit for duty for any reason including the employee's use of alcohol, controlled substances or legend drugs, as defined in the District's Fitness for Duty Policy and Guidelines, a copy of which is available from the District upon request.

11.11.3. The failure of the Contractor or any Subcontractor to comply with this paragraph shall be deemed a default of the Contract as set forth in SECTION C, GENERAL CONDITIONS, LEGAL, CONTRACTOR'S DEFAULT.

11.12. VIOLENCE IN THE WORKPLACE

11.12.1. The carrying or possession of firearms or other weapons is prohibited at all times in District buildings or on District property, including District parking lots and in vehicles. The carrying or possession of firearms or other weapons is prohibited on any other District location while performing duties for the District under this Contract.

11.12.2. The Contractor and its Subcontractors shall immediately remove any employee from further work if it is determined that the person is carrying or in possession of firearms or other weapons, as defined in the District's Violence in the Workplace Policy, a copy of which is available from the District upon request.

11.12.3. The failure of any Contractor or its Subcontractors to comply with this paragraph shall be deemed a default of the Contract as set forth in SECTION C, GENERAL CONDITIONS, LEGAL, CONTRACTOR'S DEFAULT.

11.13. MATERIAL SAFETY DATA SHEETS

Prior to the issuance of the Notice to Proceed, the Contractor shall provide to the District's Procurement and Contract Services Department an Inventory List for Hazardous Chemicals, and Material Safety Data Sheets (MSDS) for all hazardous products to be used on District property as a part of this Contract. The MSDS shall, at a minimum, meet the following criteria:

- Be complete, legible and in the English language.
- Be current (no older than five [5] years or, if older than five [5] years, Contractor shall provide documentation from product manufacturer stating that the product is unchanged and the MSDS is accurate).



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The Contractor shall provide to the Project Engineer additional MSDS for any products not initially listed on the Inventory List of Hazardous Chemicals that are used on District property. Contractor shall request from the Project Engineer any MSDS for products furnished by the District.

The District reserves the right to disallow the use of any product or limit product application methods it deems to pose an unacceptable risk to District personnel or the environment.

The District reserves the right to determine the acceptability of the MSDS submitted by Contractor. Failure of the Contractor to submit the required MSDS as stated above may result in a Stop Work Directive or withholding of progress payments until the deficiency(ies) is corrected.

END OF SECTION C



SECTION D
SUPPLEMENTAL CONDITIONS

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1. LIQUIDATED DAMAGES

For each and every day that any portion of the Work remains unfinished after expiration of the Contract Time, the Contractor shall pay the District, not as a penalty but as Liquidated Damages, the amount of \$250.00 per day or part of a day including weekends and holidays.

Because of the difficulty in computing the actual damages which will result, the amount of Liquidated Damages as set forth above is hereby estimated, agreed upon and determined in advance by the parties hereto as a reasonable forecast of the actual damages which the District will suffer by the failure of the Contractor to complete the Work within the Contract Time. Such damages shall include the cost of all office and field engineering, and inspection incurred after the time fixed for Completion in the Contract Documents.

The District may retain from any monies due the Contractor after the time fixed in the Contract Documents for Completion of the Work such amount as may be necessary to pay said Liquidated Damages. Should such amounts due to the Contractor not be sufficient to pay such damages, the Contractor shall immediately pay the deficiency to the District.

The execution of the Contract for the Work herein contemplated shall constitute acknowledgement by the Contractor that it understands, has estimated and ascertained and agrees that the District will actually suffer damages in the amount herein fixed for each and every day during which the Completion of the Work is delayed beyond the expiration of the Contract Time, including weekends and holidays.

2. LIMITATIONS ON LIQUIDATED DAMAGES

The District shall not assess liquidated damages under this Contract in an amount in excess of 10% of the Contract Price.

3. INSPECTION ELEMENTS - SUMMARY MATRIX

The Engineer may prepare an Inspection Elements-Summary Matrix (Matrix) designed to provide inspection criteria, including Hold Points and Witness Points, to identify and ensure the Satisfactory completion of major inspection elements required for this Contract. Inspections shall be performed by the District in accordance with this Matrix during construction and completion of the Work.

Inspected items and criteria will be identified in the Matrix. The Matrix is intended to assist the District and the Contractor to ensure proper inspection and compliance with the Contract Documents. The Matrix is intended to include the major inspection



elements of the Contract. The Matrix is not intended to be an exhaustive list of inspection elements or required Specifications. Additional elements/items may be tested and elements/items may be added to the Matrix as deemed necessary by the District or its designee to ensure and verify Satisfactory Completion of the Work in full conformance with the Contract Documents. In the event of any conflict between the Matrix and the Contract Documents, the Contract Documents shall control.

The Contractor shall be required to provide notice to the District as provided in the Matrix. Witness Points require 48-hour notice to the District prior to inspection. If the District is not present at the requested time, the Contractor may continue Work without inspection. Hold Points also require 48-hour written notice to the District prior to inspection. Hold Points require inspection and written authorization by the District prior to continuing Work on the inspected item or activity.

4. DRAFTING STANDARDS AND SPECIFICATIONS

Drawings prepared by the Contractor/Consultant shall be in compliance with the following:

4.1. EXISTING DRAWINGS

4.1.1. Any existing drawing (electronic or manual) requested by the Contractor/Consultant will be scanned and sent via email, FTP site or CD via mail.

4.1.2. The Contractor/Consultant shall make all changes to these drawings in this format:

- Color Red Any additions.
- Color Green Any deletions.
- Color Blue General notes to explain change. (Note: These will not be added to the final drawing.)

4.1.3. Approved District Format: Electronic file format shall be AutoCAD R2007 (or previous version). The District's preference is to receive .DWG files, but .DXF or .TIF files may be accepted with the District's prior approval.

4.1.4. Revision tracking shall be done in alpha characters after the initial numeric revision provided (i.e., revisions to 4.0 would be "Rev 4.0A", "Rev 4.0B", etc.).

4.1.5. The Contractor/Consultant shall provide a softcopy in approved format (see "Approved District Format" above) of all drawings on CD (with all reference files included) and a full size hardcopy.



4.2. NEW DRAWINGS

4.2.1. Approved District Format: Electronic file format shall be AutoCAD R2007 (or previous version). The District's preference is to receive .DWG files, but .DXF or .TIF files may be accepted with the District's prior approval.

4.2.2. The Contractor/Consultant shall comply with the National CAD Standard in these areas:

- CAD Layering Guidelines
- Tri-Services Plotting Guidelines (Plot file will be provided by the District.)
- Drafting Conventions
- Terms & Abbreviations
- Symbols

4.2.3. Exceptions and/or preferences to the National CAD Standard shall be as follows:

- All CAD files shall be drawn at full scale (1:1) in Model Space.
- Acceptable hard copy size shall be 11" x 17", 18" x 24", 22" x 34", or 30" x 42". Preferred size will be at the District's discretion as stated in the Contract Documents.
- Font shall be Simplex.shx.
- At delivery of final drawings, any use of cross-references ("X-REF") shall be bound within each drawing.
- The District's title block, border, and numbering system shall be used and will be provided by the District. (DO NOT MODIFY TITLE BLOCK.)
- At delivery of final drawings, all CAD files shall be individually named and numbered per sheet with a distinct drawing number.
- EXAMPLE: File Name 0220-10WD-0001.DWG = Drawing No. 0220-10WD-0001 One File Per Drawing.
- All sections, views and details shall be referenced to and from each appropriate sheet using the District's drawing number.

4.2.4. The Contractor/Consultant shall provide a softcopy of all drawings on CD (with all reference files included) and a hardcopy.

4.2.5. The Contractor/Consultant shall be responsible to make sure all Subcontractors conform to these same standards.

4.2.6. If drawings pertain to a District bid or small works project, the correct bid or small works number shall appear on each drawing. This will be provided by the Project Engineer.



SECTION B, Bidding Instructions, is amended as follows:

26. ALTERNATE PROPOSALS TO SPECIFICATIONS

Alternate Proposals submitted by a Bidder pertaining to Specifications for the equipment or material being bid will be considered but shall be clearly identified as an alternate Proposal or shall be submitted as separate items. All alternate Proposals shall be accompanied by sufficient technical data for proper evaluation of the Proposal. All data requested in the technical data section shall also be supplied for alternate Proposals. The alternate Proposals shall clearly indicate what deviations from the provisions of the Specifications are proposed and such deviations shall be covered to the same detail as are covered in the Specifications.

IMPORTANT: Any alternate Proposal must present equipment or material that meets or exceeds the Specifications of these Contract Documents in all material respects or the alternate Proposal will be rejected by the District as non responsive to the Contract Documents.

SECTION C, GENERAL CONDITIONS, is amended as follows:

8. PROGRESS AND COMPLETION

8.7 CHANGES IN THE WORK/FIELD WORK ORDER/CHANGE ORDERS

Add:

8.7.5. Differing Site Conditions.

8.7.5.1. Contractor shall promptly, and before the conditions are disturbed, give written Notice to the Engineer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or (2) unknown physical conditions are encountered at the site not reasonably foreseeable with due diligence, inquiry and/or investigation during the Bid period, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

8.7.5.2. The Engineer shall investigate the site conditions promptly after receiving the written notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or time required for, performing any part of the Work under this Contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this section and the Contract modified in writing through a Field Work Order/Change Order.



Section D
Supplemental Conditions

8.7.5.3. No request by the Contractor for an equitable adjustment to the Contract under this section shall be allowed unless the Contractor has given the written notice required; provided that the time prescribed in paragraph 8.7.5.1 above for giving written notice may be extended by the Engineer.

8.7.5.4. No request by the Contractor for an equitable adjustment to the Contract for differing site conditions shall be allowed if made after final payment under this Contract.

8.11 SUBSTANTIAL COMPLETION

When the Contract Work has progressed to the extent that the District has full use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental Work, replacement of temporary substitute facilities, or correction or repair remains to physically complete the total Contract, the Engineer may determine the Contract Work is substantially complete.

END OF SECTION D



SECTION E
CONTRACT DOCUMENT FORMS

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1. BID BOND

KNOW ALL MEN BY THESE PRESENTS: that _____ as Principal(s) (hereinafter called the Principal) and _____, as a Surety licensed to do business in the State of Washington (hereinafter called the Surety), are held and firmly bound unto Public Utility District No. 1 of Chelan County, Washington, (hereinafter called the Obligee) in the amount of [bidder fill in only one blank] \$ _____ or _____ % of the Bid Price submitted as part of this bid, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

EXECUTED this _____ day of _____, 20_____.

WHEREAS, said Principal is submitting herewith a Bid Proposal for:

09-02 CHELAN RIVERWALK EXTENSION TRAIL

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal shall be awarded the Contract which said Principal has proposed to undertake, and shall enter into a Contract pursuant to such award and give bond for the faithful performance of the Contract, and payment in full to Subcontractors and laborers, materialmen and suppliers, then this obligation shall be null and void. Otherwise, the amount hereinabove specified in this Bond shall be paid to the Obligee as liquidated damages, all in accordance with Revised Code of Washington, Section 54.04.080.

(SURETY)

By _____

Printed Name _____

Title _____

Street Address _____

Mailing Address _____

City/State/Zip _____

(PRINCIPAL)

By _____

Printed Name _____

Title _____

Street Address _____

Mailing Address _____

City/State/Zip _____



2. BID PRICE SCHEDULE

To: PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY
327 NORTH WENATCHEE AVENUE
WENATCHEE, WASHINGTON 98801

Having carefully examined the Contract Documents, including Specifications and Drawings entitled **09-02 CHELAN RIVERWALK EXTENSION TRAIL**, as well as the premises and conditions affecting the Work, the undersigned hereby proposes to furnish all labor and material and to perform all Work on the Project as required by and in strict accordance with the Contract Documents.

Chelan County PUD No. 1 BID PRICE SCHEDULE					
Item	Description	Unit	Quantity	Unit Price	Total Price
1.	Mobilization & Demobilization	LS			= \$ _____
2.	Traffic Control	LS			= \$ _____
3.	Erosion Control	LS			= \$ _____
4.	Earth Embankment	LS			= \$ _____
5.	Trail	LS			= \$ _____
6.	Sidewalk	LS			= \$ _____
7.	Observation Lookouts	LS			= \$ _____
8.	Rail Fence	LF	240	x \$ _____	= \$ _____
				TOTAL (not to include WSST)	\$ _____

Total Lump Sum Bid Price: For all Work on the Project defined by the Contract Documents (must be equal to the total Bid Price stated on Page 1 of the Bid Proposal)
_____ (words)

\$ _____ (numerals).

Submitted By: _____
(Complete, Registered Company Name)

_____ (Name of Bidder – typewritten or printed)

_____ (Signature and Title)

Address: _____
(Business Address – typewritten or printed)



3. BID PROPOSAL

TO: PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY
327 NORTH WENATCHEE AVENUE
P.O. BOX 1231
WENATCHEE, WASHINGTON 98807

We, the undersigned, hereby agree to furnish all the labor, materials, tools, equipment, facilities, and all other appliances and supplies necessary for Bid No. **09-02, CHELAN RIVERWALK EXTENSION TRAIL**, in accordance with the Contract Documents and any Addenda thereto, for the total sum of \$ _____ Dollars (U.S. Funds), which amount includes the cost of the Performance and Payment Bond and any increases to the Performance and Payment Bond that may be required during the Contract time due to higher than anticipated annual spend under the Contract.

We agree that the price(s) as quoted in the Bid Price Schedule(s) are all-inclusive and include(s) all labor and material (except as stated in the Contract Documents for items to be furnished by the District), supplies, equipment, special tools, costs, insurance, permits, all taxes (exclusive of Washington State sales tax), overhead, temporary construction and temporary facilities, cleanup, profit, and all miscellaneous items for a complete Project as specified.

We agree that we are satisfied as to the nature and location of the Work, the general and local conditions, and all other matters which can in any way affect the Work, the time required to complete the Work, or the cost thereof under these Contract Documents. Additional compensation shall not be requested because of our failure to be fully informed of the conditions under which the Work shall be performed.

We agree to commence Work on or before a date to be specified in a written Notice to Proceed from the District and to strictly comply with the Contract Time schedule as specified in the Contract Documents.

The Work shall be completed in its entirety within ninety (90) days from the Effective Date of the District's Notice to Proceed.

We agree to enter into a written Contract with the District in the form included in the Contract Documents and to furnish the Performance and Payment Bond within ten (10) days of our receipt of the written Notice of Award. We also agree to furnish Insurance Certificates as required by the Contract Documents.

Receipt of Addenda Numbers _____, _____, _____, _____, is hereby acknowledged. Included herein are the originals of the executed Bid Proposal, Bid Price Schedule, Unit Price Schedule for Changed Work (if applicable), Noncollusion Affidavit of Prime Bidder, List of Proposed Subcontractors, Bidder's Data (if applicable), and Bid Bond, certified or cashier's check.



Section E
Contract Document Forms

Attached hereto is a certified, cashier's check or Bid Bond drawn in favor of Public Utility District No. 1 of Chelan County, Washington, this amount being not less than 5% of the Bid Price. If submitting a certified or cashier's check, please identify number _____ and amount _____.

The District reserves the right to award the Contract or any part thereof in any combination which is determined to be most favorable to the District based on price, schedule and other considerations.

We agree that this Bid Proposal as submitted will remain in force for 40 days after the official opening of bids.

We certify that we have not been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

Dated: _____ E-Mail: _____

(Complete, Registered Company Name)

Submitted by: _____

(Name of Bidder - typewritten or printed)

Per: _____

(Signature and Title)

Address: _____

(Business Address - typewritten or printed)

Telephone: _____ Fax: _____

Contractor's License No. (Pursuant to RCW 18.27): _____

Contractor's State Registration No. (Pursuant to RCW 23.B.15): _____

Washington State Dept. of L&I Insurance Account No. (Pursuant to RCW 51): _____

Washington State Employment Security Account No. (Pursuant to RCW 50): _____

Washington State Unified Business Identifier (UBI) No: _____

Washington State Excise Tax Registration No. (Pursuant to RCW 82): _____

The Bidder must state status of Company as: (Check correct box and fill in as appropriate.)

- Individual, d/b/a _____, or
- General Partnership, names of partners _____, or
- Limited Partnership, names of partners _____, or
- Limited Liability Partnership, names of partners _____, or
- Limited Liability Limited Partnership, names of partners _____, or
- Corporation of the State of _____, or
- Limited Liability Company of the State of _____, or
- Joint Venture.



4. UNIT PRICE SCHEDULE FOR CHANGED WORK

As specified in the Contract Documents, the District may order extra Work of the kind bid upon or make changes by altering, adding or deducting from the Work. The cost or credit for the Work shall be determined by the District, as specified in SECTION C, GENERAL CONDITIONS, CHANGES IN THE WORK. The following Unit Prices are hereby submitted by the Bidder for District approval. Bidder understands that the following Unit Prices shall be applicable for changed or extra Work only, if any, and may be rejected in whole or in part by the District. The following Unit Prices shall remain effective until final acceptance of the Contract by the District.

ITEM	AMOUNT
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$

The foregoing Unit Prices shall include all labor, material and equipment costs and all other associated costs, including profit and overhead required to provide the item installed in place and functioning as part of the finished Project.

Submitted By: _____
(Name of Bidder – typewritten or printed)

Per: _____
(Signature and Title)



5. LIST OF SUBCONTRACTORS

Each Bidder shall, in accordance with SECTION B, BIDDING INSTRUCTIONS, SUBCONTRACTS, submit as a part of its bid, the names of all Subcontractors with whom the Bidder, if awarded the Contract, will subcontract for the performance of the Work designated on a list to be submitted with the bid. Failure of a Bidder to name such Subcontractors may render a Bidder's bid non-responsive and therefore void.

List hereunder the Work to be performed and the name, address and telephone number of the corresponding Subcontractor who will perform the Work. The District, as part of its evaluation of bids, will review each Subcontractor utilizing the bid evaluation criteria established herein for evaluating the Bidder.

These Bid Documents may list certain specialty types of work in which the District has a particular interest in evaluating the Subcontractor designated by the Bidder. Such a listing will not relieve the Bidder from listing all the Subcontractors.

<u>Name/Address/Telephone/Fax/E-Mail of Person/Firm Performing Work</u>	<u>Description of Work to be performed</u>
---	--

PRIME CONTRACTOR:

SUBCONTRACTORS:

(Bidder shall attach additional sheets if necessary.)



6. NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)
County of _____) ss.

_____, being first duly sworn, deposes and says that:

1. I am the _____ of _____, the Bidder who has submitted the attached Bid Proposal;
2. I am fully informed respecting the preparation and contents of the attached Bid Proposal and all pertinent circumstances respecting such bid;
3. I am fully aware that the laws of the State of Washington, Chapter 9.18 RCW, make it a gross misdemeanor for any person for himself or herself or as an agent or officer of any other person, persons, or corporation to in any manner enter into collusion or an understanding with any other person, persons, or corporation to prevent or eliminate full and unrestricted competition upon any public work or improvement;
4. Such bid is genuine and is not a collusive or sham bid;
5. Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest have agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid Proposal has been submitted or to refrain from bidding in connection with such Contract, or have in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price of any other Bidder, or to secure through any advantage against the District or any person interested in the proposed Contract; and
6. The price or prices quoted in the attached Bid Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Signature: _____

By: _____

Title: _____



Section E
Contract Document Forms

7. CONTRACTOR'S APPLICATION AND CERTIFICATE FOR PAYMENT

Contractor Name:	Prepared by:
Contractor Address:	
Contractor Phone:	
Contractor E-mail:	
<p>General Conditions, Payment, Time and Manner of Payment to Contractor. "On the first day of each month the Contractor shall submit to the District's Accounts Payable Department for Engineer approval a detailed Contractor's Application and Certificate for Payment and the Contractor's invoice for the value of the Work completed during the previous month."</p>	

Project:	Contract No.
Owner: P.U.D. No. 1 of Cheelan County	
Engineer:	
Original Contract Amount:	
Field Work Order/Change Order No.:	Amount: \$
Adjusted Contract Amount: \$	

Detail	Previous Period	This Period	To Date
FORM			
A. TOTALS			
B. Sales Tax on Applicable Items			
C. SUBTOTALS			
D. Less Retainage 5% on Item A			
Less Previous Payments			
NET			
AMOUNT DUE THIS PERIOD			

NOTE:
 PLEASE REMEMBER TO SUBMIT A CONTRACTOR'S INVOICE IN ADDITION TO THIS FORM AND SEND ALL TO THE DISTRICT'S ACCOUNTS PAYABLE DEPARTMENT.



Section E
Contract Document Forms

Contractor warrants that:

A. All persons, firms, corporations and other entities furnishing labor, employee benefits, materials, equipment and/or services in connection with the Project, at the request of and for or on behalf of Contractor, have been or will be paid in full through the entire period stated above from funds already received or to be received from this payment. Neither Contractor nor any person, firm, corporation, or other entity who has furnished labor, employee benefits, materials, equipment and/or services to Contractor for the Project has any claim or any right to file a claim or lien against the District or the retainage on the Project, except as follows: _____

_____ (none, unless otherwise stated).

B. There are no federal, state, or municipal taxes, warrants, levies or other charges, unpaid or delinquent, which constitute an encumbrance, claim or lien against the District or the retainage on the Project. No government agency has a claim nor the right to file a valid claim, warrant, lien, levy or other encumbrance against the District or the retainage on the Project, except as follows: _____

_____ (none, unless otherwise stated).

C. The undersigned Contractor agrees to indemnify and hold the District harmless from any and all claims or liens which might be filed against the wages and labor above and to defend by such claim without any cost, expense or charge to the District.

D. Except as expressly stated in paragraph A above, the undersigned contractor, in consideration for the payment amount shown above, hereby releases the District from all claims arising under or in connection with the Project during the period covered (with the exception of claims for retainage) and accepts the payment amount stated above as full compensation and consideration (except for retainage) for the work performed upon the Project which is the subject of this payment, including, but not limited to, any and all Field Work Orders/Change Orders, miscellaneous charges, extra work, delays, impacts, etc.

E. This certification is made by the undersigned with a full understanding of the facts set forth herein, and for the purpose of inducing the District to accept payment of the amount stated above, there are no liens, claims, or other encumbrances, except those described above, arising from the labor, materials, services and/or equipment furnished by Contractor for the Project, which may be asserted against the Project, the District, or the retainage on the Project.

F. The person signing this document, regardless of whether he/she is signing in a representative capacity, specifically represents that he/she has reviewed the relevant records of Contractor and has personal knowledge that the contents of this application are true and correct for payment and complete, accurate and true. The undersigned also represents that he/she has been duly authorized to sign this certificate and to make the representations set forth above on behalf of the Contractor and any entity claiming through the Contractor.

The undersigned Contractor certifies and declares under penalty of perjury under the laws of the State of Washington that the above is complete, accurate and true and that there is due and payable to the Contractor the amount listed after "Amount Due This Estimate."

(Contractor)

By: _____ Date: _____

**8. CERTIFICATE AND RELEASE**

(Final Payment)

FROM: _____ (Contractor)
 TO: PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY (District)
 REFERENCE BID NO. _____ ENTERED INTO THE _____ DAY OF _____, 20____
 BETWEEN THE DISTRICT AND THE CONTRACTOR OF _____
 (City, _____ State), _____ FOR _____ THE
 _____ LOCATED IN
 CHELAN COUNTY and STATE OF WASHINGTON.

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that there is due from and payable by the District to the Contractor under the Contract and duly approved Field Work Order and Order the balance of \$.

2. The undersigned further certifies that in addition to the amount set forth in paragraph 1 hereof, there are outstanding and unsettled the following items which the Contractor claims are just, due and owing by the District to the Contractor:

3. (Itemize claims and amounts due - attach additional pages if necessary.) (None, unless otherwise stated)

4. The undersigned further certifies that all Work required under this Contract, including Work required under Field Work Order and Order(s) numbered , has been performed in full compliance with the terms thereof; that all contractual conditions have been satisfied; that there exist no outstanding unpaid taxes owed by the Contractor to the State of Washington as a result of this Contract, and that there are no unpaid claims for materials, unpaid wages arising out of the performance of this Contract, and that the wage rates paid by the Contractor and all Subcontractors have fully conformed with the Contract provisions and state and federal laws and regulations relating to wage rates.

5. Except for the amounts stated under paragraphs 1 and 2 hereof, the undersigned has received from the District full and complete payment of all sums of money payable to the undersigned under or pursuant to the above mentioned Contract or any modification or change thereof.

6. In consideration of the payment of the amount stated in paragraph 1 hereof, the undersigned does hereby release the District from any and all claims arising under or by virtue of this Contract, except the amount(s) listed in paragraph 2 hereof; provided, however, that if for any reason the District does not pay in full the amount stated in paragraph 1 hereof, such deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount



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which the Contractor has not released but will release upon payment thereof. The Contractor further certifies that upon the payment of the amount listed in paragraph 1 hereof, it shall release the District from any and all claims of any nature whatsoever arising out of the Contract or modification thereof and shall execute such further releases or assurances as the District may request.

7. This Certification and Release is in no way intended to, and shall not, operate to release and/or relieve Contractor and/or Contractor's successors, agents, and assigns from any past, present and/or future obligation, warranty or duty under the Contract and/or pursuant to statute and/or federal law.

Contractor represents the following relating to the hours worked by workers on this Project:

Total work hours for journeymen workers for each craft.

CRAFT _____ HOURS _____

CRAFT _____ HOURS _____

CRAFT _____ HOURS _____

Total work hours of apprentice workers for each craft.

CRAFT _____ HOURS _____

CRAFT _____ HOURS _____

CRAFT _____ HOURS _____

IN WITNESS WHEREOF, the undersigned has executed this instrument on behalf of the Contractor this _____ day of _____, 20____ and declares under penalty of perjury under the laws of the State of Washington that the matters stated herein are true, accurate and complete, and that it is fully authorized to act on behalf of the Contractor in this regard.

By: _____
(Contractor)

(Signature and Title)



9. INSURANCE COVERAGE CHECKLIST

THIS FORM MUST BE COMPLETED AND ATTACHED AS PART OF THE CONTRACTOR'S INSURANCE CERTIFICATE.

The following coverage or conditions are in effect:	Yes	No
This District, its officials, and employees are named on the general liability and employers liability policies described on the attached insurance certificate as additional insureds as respects: (a) activities performed for the District by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, and (c) premises owned, leased or used by the Named Insured. A copy of the additional insured endorsement(s) is attached to the Certificate of Insurance.		
The undersigned will mail to the District 30 days written notice of cancellation or reduction of coverage or limits. The standard Acord form Certificate of Insurance cancellation clause has been amended as specified in Section C, General Conditions, Insurance		
Cross Liability Clause or Severability of Interests Clause (or equivalent wording in the contract) Insured		
Contractual Liability Coverage as stated to the contractor		
All items of Bidder's Risk Coverage for full value of the contract		
Coverage for District, its officials, and employees as Insured applies primary and not as contributory to any insurance issued in the name of the District or any District self-insurance program.		
Occurrence rather than claims-made coverage.		
Employer's liability insurance (or Stop Gap) is in effect and is evidenced on the Certificate of Insurance.		

Specify amount of deductible self-insured retention applicable to each type of coverage shown the insurance certificate (include additional coverage if needed):

FORM

<u>Variety of Coverage</u>	<u>Deductible Amount</u>
_____	_____
_____	_____
_____	_____
_____	_____
Agency or Brokerage _____	Insurance Company _____
Address _____	Home Office _____
Name of Person to be Contacted _____	Authorized Signature _____
Telephone Number _____	Date _____

Note: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.



10. INVENTORY LIST OF HAZARDOUS CHEMICALS

Prior to the issuance of the Notice to Proceed, the Contractor shall provide an inventory list and up to date, complete and legible copies of the Material Safety Data Sheets (MSDS) for all hazardous products to be used on District property as a part of this Contract (see SECTION C, GENERAL CONDITIONS, MATERIAL SAFETY DATA SHEETS).

LIST OF HAZARDOUS PRODUCTS	MSDS ATTACHED √ YES
SAMPLE	
FORM	

(Contractor shall attach additional sheets if necessary.)



11. NOTICE OF AWARD

Date _____ VIA FAX (____) ____-____

Contractor Name
Contractor Address
Contractor City, State, Zip

Re: Notice of Award
Project Number, Project Name

The District has considered the Bid Proposal submitted by you for the above-described Project in response to Advertisement for Bids dated _____. Your proposal is the most responsive proposal received by the District. You hereby notify that the District accepts your proposal and that you are awarded the Work described in Bid No. _____ for the amount of \$_____ upon the execution of a contract with the District.

Please acknowledge receipt and acceptance of this Notice of Award by returning it by fax to my attention at 509-661-8113. Please also return the original signed tax copy by mail to my attention.

Upon receipt of this signed and accepted Notice of Award, the District will mail a Contract Documents Packet to you for your completion.

- You may consider receipt of the packets as authorization to begin securing the Performance and Payment Bond (form will be enclosed) and Insurance required for this project. The Performance and Payment Bond will include Washington State Tax.
- Applicable forms must be filed in accordance with RCW 39.02, Minimum Wages on Public Works, and other District forms included in the Bid Documents.
- As provided in the Contract Documents, you are required to execute the Contract, to furnish the required Performance and Payment Bond, and to provide insurance certificate(s) within ten (10) days from the date of delivery of this Notice of Award. Failure to do so will entitle the District to consider all your rights arising out of the District's acceptance of your Bid Proposal as abandoned and award the Work covered by your Bid Proposal to another, or to re-advertise the Work or otherwise dispose thereof as the District may see fit.
- The Procurement and Contract Services Department is authorized to issue the Notice to Proceed following receipt and approval of all required documents.

If you have questions, please do not hesitate to contact me at 509-661-____ or via email at _____@chelanpud.org

Respectfully,

Procurement and Contract Services

The individual executing this Notice of Award warrants he is fully authorized to bind his principal to the terms and conditions of this document.

CONTRACTOR NAME

Signature _____ Date _____



12. NOTICE TO PROCEED

TO: _____ DATE: _____

BID NO: _____ PROJECT NAME: _____

You are hereby notified to commence Work on the Project on _____, 20____,
and you are to complete the Work on the Project within _____ consecutive calendar
days thereafter. The date of Completion of all Work on the Project is _____,
20____.

SAMPLE
PUBLIC UTIL DISTRICT NO. 1 OF
CHEILAN COUNTY (DISTRICT)
BY _____
TITLE: _____

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged and accepted.

Signature: _____
Title: _____
FORM

Company: _____

Date: _____



13. PERFORMANCE AND PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we _____
(hereinafter called the "Principal"), as Principal, and _____
(hereinafter called the "Surety"), as Surety, are jointly and severally held and bound
unto Public Utility District No. 1 of Chelan County, Washington, (hereinafter called
"Obligee") in the sum of Dollars (\$ _____), together with all sums reflected in Field Work
Order/Change Order(s) to this Contract, lawful money of the United States of America
for the payment of which we jointly and severally bind ourselves and our heirs,
executors, administrators, successors and assigns, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, whereas on the
_____ day of _____, 20____, the said Principal herein agreed to provide:
_____ under Bid Number
_____.

NOW, THEREFORE, if this Principal herein shall faithfully and truly observe, perform
and comply with all of the terms, conditions and provisions of the Contract, and shall
well and truly and fully do and perform all matters and things undertaken to be
performed under the Contract upon the terms thereof, and within the time prescribed
therein, and shall guarantee and warrant, assign and under, and shall pay all laborers,
mechanics, Subcontractors, materialmen and all persons who shall supply Principal or
such Subcontractors with provisions and supplies for the carrying on of the work and
shall in all respects faithfully perform said Contract according to law, then this obligation
shall be satisfied; otherwise the Bond shall remain in full force and effect.

No prepayment or partial payment and no extension, addition or alteration of
any provision of said Contract agreed to between the Principal and the Obligee, and no
forbearance on the part of the Obligee shall release the Surety from liability
on this Bond, and consent to make such change, extension, addition or alteration
without further notice to or consent of the Surety is hereby given.

This Bond is given in compliance with the laws of the State of Washington as contained
in Chapters 39.08 and 54.04, Revised Code of Washington, and all acts amendatory
thereto. No right of action shall accrue hereunder to or for the use of any person other
than Obligee, except such right of action as is given by the laws of the State of
Washington to persons performing labor upon or furnishing materials, or supplying
provisions and supplies for the carrying on of such work or the making of such
improvements.

The Surety agrees this Performance and Payment Bond shall be governed by the laws
of the State of Washington. The Surety submits to the exclusive jurisdiction of the
courts and agrees to be bound by the laws in the State of Washington, USA. Venue for



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any action to enforce or interpret this Performance and Payment Bond shall be in Superior Court for Chelan County, Washington.

WITNESS OUR HANDS this ____ day of _____, 20__.

Address of Local Office and
Agent for Surety Company:

Agent Name _____

Agency Name _____

Street Address _____

Mailing Address _____

City/State/Zip _____

Telephone Number _____

Fax Number _____

E-mail address _____

SAMPLE

FORM

Principal
Name _____
Title _____

SURETY

Name _____

Mailing Address _____

Street Address _____

City/State/Zip _____

By _____

Signature of Its Attorney in Fact

Printed Name _____

**14. RETAINAGE INVESTMENT**

Public Utility District No. 1 of Chelan County

Project No. _____ Contractor _____ Date _____

Pursuant to RCW 60.28.011, you have the option to have the monies reserved as retainage held by the District, or deposited in an interest bearing account at a bank, or placed in escrow at a bank or trust company and invested. Retainage funds shall be deposited with a public depository as approved by the State of Washington, Public Deposit Protection Commission. You may select which public depository should be used by the District. A listing of public depositories may be obtained through the Office of the State Treasurer, PO Box 40200, Olympia, WA 98504-0200, telephone (360-902-9000), home page <http://www.tre.wa.gov>. You are requested to complete and return this form as soon as possible. You may submit a bond in lieu of all or any portion of the retainage. The bond must be on the District approved bond form and from a bonding company meeting the standards the District has set, a copy of which standards may be obtained by request from the District. The contractor reserves the right to refuse to accept such bond for any cause, own such bond and shall be subject to all claims and liens and all same manner and priority as apply to retained percentage.

Should you desire to have the retained monies placed in escrow and invested, please provide to the District's Accounts Payable Supervisor, P.O. Box 1231, Wenatchee, WA, 98807, the necessary forms for the completion of an escrow agreement with a bank or trust company and the District.

CONTRACTOR'S OPTION

- I request that the retainage be held by the District.
- I request that retainage be deposited by the District in an interest bearing account in a bank, mutual savings bank or savings and loan association.
- I request that retainage be placed by the District in escrow with a bank or trust company.

Name of Public Depository for Deposit or Escrow

Address

City, State, Zip Code

Signature

Title



15. BOND IN LIEU OF RETAINAGE

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, and _____, as Surety, are held and firmly bound unto Public Utility District No. 1 of Chelan County, Washington (hereinafter "District"), and to claimants eligible to file a lien or claim against monies earned by the Principal and retained by the District pursuant to RCW 60.28 (hereinafter the District and all persons permitted by law to make claims against retainage shall be collectively referred to as "Obligees"), in the sum stated below, together with additional sums equal to 5% of all Field Work Order(s)/Change Order(s) to this Contract No. _____, to the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors jointly and severally, firmly by these presents.

The condition of the obligations is such, that whereas, on _____, the Principal and the District entered into a Contract for public improvement for _____

and, whereas, pursuant to RCW 60.28, the District has retained or will retain funds from monies earned or to be earned by the Principal, regardless whether this Bond is submitted before the Principal begins performance under the Contract for public improvement, during said performance or after completion of said performance including additional work or Field Work Orders/Change Orders; and, whereas, the Principal has submitted to the District this bond executed by itself and the Surety, a corporation authorized to issue surety bonds in the State of Washington, in the penal sum of _____ Dollars and monies in the State of _____ together with additional sums equal to 5% of all Field Work Order(s)/Change Order(s) to the Contract No. _____, which sums total _____ percent of the Contract Price for the Principal has requested the District, within thirty (30) days of the date of this bond to the District, to release the monies retained; and the District has consented to permit the Principal to file this bond and within thirty (30) days thereafter to release the money so withheld.

NOW, THEREFORE, if the Principal shall indemnify the Obligees from all loss which Obligees may suffer by virtue of release of retainage to Principal, and shall pay any sum which claimants may recover on their claims, together with the cost of suit, attorneys fees and interest which Obligees may be entitled to sue for on this obligation to be null and void, otherwise to be in full force and effect.

Provided, however, expressly understood and agreed:

1. This bond is given and accepted under and in accordance with the provisions of RCW 60.28 and is subject to all claims and liens and in the same manner and priority as set forth for retained percentages contained therein.
2. The Surety agrees this Bond in Lieu of Retainage shall be governed by the laws of the State of Washington. The Surety submits to the exclusive jurisdiction of the courts and agrees to be bound by the laws in the State of Washington, USA. Venue for any action to enforce or interpret this Bond in Lieu of Retainage shall be in Superior Court for Chelan County, Washington.



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3. No right of action shall accrue upon or by reason hereof to, or for the use or benefit of, anyone other than the Obligees herein identified.

4. Principal shall accept like bonds from any Subcontractors or suppliers from which Principal has retained funds. Principal shall then release the funds retained or to be retained from the Subcontractor or supplier within thirty (30) days of accepting the bond from the Subcontractor or supplier.

5. The aggregate liability of the Surety under this bond for claims against this bond shall not exceed the penal sums of this bond unless Field Work Order(s)/Change Order(s), changes in quantities of work or materials provided or other amendments to the public improvement Contract increase the amount the District is required to retain, in which event the aggregate liability of the Surety shall increase by a sum equaling the increase in the Contract Price multiplied by the 5% as noted above.

6. The Surety acknowledges that increases in Contract Price may occur as a result of the prevailing price schedule. The Surety hereby waives any defense of lack of notice of said increase, failure to file a claim, or lack of cooperation, lack of consent, or statute of limitations, and the consequent increase shall be retained and released to the Principal, against claims by subcontractors, suppliers, or other claimants.

7. In the event Principal fails at any time to pay persons protected under Washington law, RCW Chapter 60.28, or the District has reason to believe that the District or other Obligee has a claim against the retainage or for other good cause, the District may, at its option, resume retaining monies retained by Principal in an amount as it would otherwise be entitled to retain had its bond not been accepted. Notwithstanding the District's resuming such retaining, this bond shall remain in full force and effect to the extent of its penal sum, together with additional sums equal to 5% of all Field Work Order(s)/Change Order(s) to this Contract, limited to the amount of retainage released to the Principal. After Principal has paid protected persons or otherwise cured any default, the District may, at its option, again release retainage pursuant to this bond. Notwithstanding any action the District may take pursuant to this section, Surety shall remain liable as set forth above. It shall be no defense, by Surety or Principal, against any claim under this bond that the District should have resumed retaining monies.

IN WITNESS WHEREOF, said Principal and Surety have hereunto set their hands and seal this _____ day of _____, 20____.

PRINCIPAL:

SURETY:

Attorney in fact

Attorney in fact



16. CONTRACT

THIS CONTRACT, made by and between PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON, (hereinafter "District") and _____ doing business as an individual/a general partnership /a limited partnership/a limited liability partnership/a limited liability limited partnership/a corporation/a limited liability company/a joint venture in the State of _____, (hereinafter "Contractor"), sometimes collectively referred to as the "Parties".

RECITALS

1. The District issued an Invitation for Bid No. _____ dated _____, and amended on _____;
2. Contractor submitted a Bid Proposal in response to the Invitation for Bid, dated _____;
3. The District and the Contractor have agreed that the terms and conditions of this Contract shall govern Contractor's furnishing to the District the _____

SAMPLE

In consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the parties agree as follows:

1. The Contractor shall commence and complete the Work described as follows:

FORM

hereinafter referred to as the project, for the Contract Price of _____ Dollars (\$ _____) together with all additions or changes. Work in connection therewith, under the terms as stated in the Contract Documents which are incorporated herein as though fully set forth as terms of this Contract; and at Contractor's cost and expense to furnish but not limited to all the materials, supplies, machinery, equipment, tools, Superintendence, labor, insurance, and other accessories and services necessary to complete said Project in accordance with the Contract Documents.

The Contractor shall commence Work on the Project on or before a date to be specified in a written Notice to Proceed by the District and to strictly comply with the Contract Time schedule.

2. The Contractor warrants to the District that it has the expertise and experience necessary to properly perform the Work in a timely manner and that its Proposal



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includes all of the functions and features necessary to properly perform and timely perform the Work pursuant to the Contract Documents.

3. The District agrees to pay the Contractor the Contract Price in accordance with the Contract Documents and otherwise perform the covenants and conditions required of the District set forth herein.

4. By executing this Contract the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract Documents was mutually negotiated by the parties.

5. Contractor shall fully comply with all applicable federal, state and local laws, regulations and codes. The law of the State of Washington shall govern this Contract and all questions relating to it. The venue for any legal action involving the District related to this Contract shall be exclusively in the Chelan County Superior Court.

6. Unless the Contract is exempted by rules and regulations of the U.S. Secretary of Labor pursuant to Section 101 of Executive Order No. 11246, as amended, incorporated herein by reference are the provisions of Paragraphs 1 through 7 set forth in Section 101 of Executive Order No. 11246 as amended.

7. FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the Contract Documents incorporated herein and by this reference made a part hereof, consisting

- | | | | |
|-----------|------------------------------|-----------|------------------------------|
| Section B | Bidding Instructions | Section G | Specifications |
| Section C | General Conditions | Section H | Contract Drawings |
| Section D | Supplemental Conditions | Section I | Additional Data |
| Section E | Contract Document Forms | Section J | Performance and Payment Bond |
| Section F | Bidders Data (if applicable) | | |

Each of the individuals executing this Contract on behalf of the District and the Contractor warrant he/she is an authorized signatory of the entity for which he/she is signing, and have sufficient corporate authority to execute this Contract. The parties hereto have executed this Contract with an Effective Date of _____, 20____.

PUBLIC UTILITY DISTRICT NO. 1
OF CHELAN COUNTY

CONTRACTOR

By: _____
Printed Name:

By: _____
Printed Name:

TITLE _____

TITLE: _____



17. FIELD WORK ORDER/CHANGE ORDER

PROJECT: Insert Project Name
FIELD WORK ORDER/CHANGE ORDER NO.: Insert No.
MAXIMO NO.: VENDOR CONTRACT/PURCHASE ORDER NO.:
CONTRACT NO.:

TO: Insert Contractor Name
SUBJECT: Insert brief description of change
EFFECTIVE DATE: Insert Effective Date

Contractor is directed to comply with the following changes to Contract No. _____.

DESCRIPTION OF WORK

Enter detailed description of change.

CONTRACT PRICE ADJUSTMENT

The total Contract Price (exclusive of Washington sales tax), shall be increased by \$ enter amount/decreased by \$ enter amount for a revised Contract Price of \$ enter adjusted to Contract amount.

SAMPLE

TIME OF COMPLETION

The time for completion of the Work shall be increased by insert # of calendar days/shall be decreased by insert # of calendar days for a revised Contract Completion date of _____

FORM

LEGAL EFFECT

The Contract is hereby modified to include the changes specified herein and this Field Work Order/Change Order (FWO/CO) is hereby made as a part of the Contract. The Work shall be performed and completed in strict compliance with the Contract Documents. The payments as specified herein shall constitute full compensation for furnishing all labor, materials, tools, equipment and incidentals as required to complete the Work.

The Contract Price adjustment and time extension (if required) in accordance to this Field Work Order/Change Order and pursuant to the Contract, as modified, shall also be in full payment and satisfaction of any rights or claims of the Contractor with respect to additional compensation, schedule adjustments due to specific or overall impacts including acceleration, inefficiencies, and schedule recovery, harm, damages, losses, costs, overhead, profit or expenses of the Contractor (including but not limited to the



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Subcontractors, suppliers, laborers and materialmen of any tier) arising out of or due to any change or delay of the Work resulting directly or indirectly from this Field Work Order/Change Order.

This Field Work Order/Change Order will supplement and amend the Contract only insofar as specifically provided herein. All provisions of the Contract will apply hereto and, except as expressly provided herein, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the District hereby directs the Contractor to comply with the changes to the Contract as of the effective date. If executed by Contractor, the Contractor acknowledges, approves and accepts the terms and conditions of this Contract change as of the effective date. The undersigned warrants that he/she has the authority to execute this document and to bind his/her principal in accordance with the Contract Documents, Section C, General Conditions, Project Site Management and Safety and Contractor's Superintendence.

Field Work Order/Change Order
Acknowledged, Approved and
Accepted

PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY, WASHINGTON

Contract #: _____
Insert Contractor name _____
By: _____
Date: _____

By: _____
Contractor's Superintendent
or Other Authorized Signatory

By: _____
Project Manager
Date: _____

Date: _____

By: _____
Department Director*

**A mutual signed agreement is encouraged; however, the signature of the Contractor is not required for a directive pursuant to Section C, General Conditions, Definitions.

By: _____
Executive Manager
Date: _____

By: _____
General Manager*
Date: _____

*If necessary, pursuant to Resolution 03-12406.



CLEAN ENERGY
POWER

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18. INSPECTION ELEMENTS - SUMMARY MATRIX

INSPECTION ELEMENTS SUMMARY MATRIX

Name of Project: _____
Responsible Party: _____

Plan No. and Inspector's Name: _____

Note: Indicate specification reference with criteria and Inspector's name can be placed in last two columns

61	62	63	64	65	66	67	68	69	70
Description	Inspection Schedule/Date	Item to be Inspected	Character to be Inspected	Acceptance Criteria	Method/Tool		Factory Inspection	Witness/Test Parts	Results Inspector
SAMPLE FORM									



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19. PAYROLL – WH-347

SAMPLE FORM

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL
(For Contractor's Optional User; See Instructions)
Persons are not required to respond to the collection of information unless it displays this identification number.

OMB No. 1215-0149 Expires 04/30/2008

NEW April 2008

PROJECT OR CONTRACT NO.

PROJECT NO.

FOR WAGE INQUIRY

FOR WAGE INQUIRY

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) INDUSTRY CLASSIFICATION	(3) WORK CLASSIFICATION	(4) TOTAL HOURS	(5) DEDUCTIONS				(6) NET PAYABLE FOR WAGES
				FEDERAL TAX	STATE TAX	OTHER DEDUCTIONS	TOTAL DEDUCTIONS	

The Contract Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to " furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor, DOL Regulations 29 CFR Part 5 (a)(3)(ii) require contractors to submit weekly a signed "Statement of Compliance" indicating that the wages are correct and complete and that each laborer or mechanic has both these requirements: mandatory DOL and Federal contracting agencies receiving the information under the information to

We estimate that it will take an average of 30 minutes to complete this collection of information including time for reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, please contact the Office of Management and Budget, Paperwork Reduction Project (1215-0149) at 205-204-3090. U.S. Department of Labor, Room 33302, 201 Constitution Avenue, N.W., Washington, D.C. 20210



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WHERE FRINGE BENEFITS ARE PAID IN CASH

laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

EXCEPTION (RAFT)	EXPLANATION
REMARKS:	
NAME	SIGNATURE
THE UNLAWFUL FULFILLMENT OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL AND CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31, U.S. CODE.	

* U.S. G.P.O. 1987 O-287

FOR SAMPLE

Date _____
I, _____ (Name of Signatory Party) _____ (Title)

do hereby state
(1) That I pay or supervise the payment of the persons employed by _____

(Contractor or Subcontractor) _____ the _____
_____, that during the payroll period commencing _____
(Building or Work)

_____ day of _____ and ending the _____ day of _____
all persons employed on said project have been paid the full weekly wages earned or have
been or will be made either directly or indirectly to or on behalf of said

_____ from _____ full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made _____
from the full wages earned by any person, other than permissible deductions as defined in Part
3 (29 CFR Subpart A), issued by the Secretary of Labor under the Copeland Act, as amended, 40 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 367, 40 U.S.C. 276c), and described below.

(2) That any payrolls otherwise under this contract required to be submitted _____
correct and complete, that the wage rates for laborers or mechanics contained therein are the
applicable wage rates contained in any wage determination incorporated into the contract and that the
classifications set forth therein for each laborer or mechanic conform with the _____

(3) That any apprentices employed in the above period are duly _____
apprenticeship program registered with a State apprenticeship agency recognized by the _____
Apprenticeship and Training, United States Department of Labor, or if no such _____
State, are registered with the Bureau of Apprenticeship and Training, United States _____

(4) That
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
 - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees except as noted in Section 4(c) below.



PAYROLL – WH-347 – INSTRUCTIONS FOR COMPLETING FORM

General: The use of the WH-347 payroll form is not mandatory. This form has been made available for the convenience of Contractors and Subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the Contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The Contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds or programs or by making these payments to the employees as cash in lieu of fringes.

This payroll provides for the Contractor's showing on the face of the payroll all monies to the employees, whether as basic rates or as cash in lieu of fringes and provides for the Contractor's representation in the statement of compliance on the rear of the payroll that he is paying to other fringes required by the Contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Column 1 – Name, Address, and Social Security Number of Employee: The employee's full name and Social Security Number must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent weekly payrolls unless the address changes.

Column 2 – Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 – Work Classifications: List classification descriptive of work actually performed by employees. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Project Manager or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown or hours so worked in more than one classification provided accurate breakdown or hours so worked is maintained and shown on submitted payroll by use of separate entries.



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Column 4 – Hours worked: On all contracts subject to the Contract Work Hours Standard Act enter as overtime hours worked in excess of 8 hours per day and 40 hours a week.

Column 5 – Total: Self-explanatory.

Column 6 – Rate of Pay, including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus in cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$3.25/.40. This is of assistance in correctly computing overtime. See “Fringe Benefits” below. In overtime box shown overtime hourly rate paid, plus any cash in lieu of fringes paid the employee. See “Fringe Benefits” below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962. In addition to paying no less than the predetermined rate for the classification which the employee works, the Contractor shall pay to approved plans, funds or programs or shall pay as cash in lieu of fringes, amounts predetermined as fringe benefits in the wage decision made part of the Contract. See “FRINGE BENEFITS” below.

FRINGE BENEFITS – Contractors who pay all required fringe benefits: A Contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to his employees just as he has always done. Such a Contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate that he is also paying to approved plans, funds or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

Contractors who pay no fringe benefits: A Contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the Contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any Contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obligated to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the Contractor may check, shall be entered in Section 4(c). Enter in the



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Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The Contractor shall pay, and shall show that he is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or Federally assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 – Gross Amount Earned: Enter gross amount earned on this project. If part of the employees' weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus \$63.00/\$120.00.

Column 8 – Deductions: Five columns are provided for showing deductions made. If more than five deductions should be involved, use first 4 columns; show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR, Part 3. If the employee worked on other jobs in addition to this project, show actual deductions from his weekly gross wage, but indicate that deductions are based on his gross wages.

Column 9 – Net Wages Paid for Week: Self-explanatory.

Totals: Space has been left at the bottom of the columns so that totals may be shown if the Contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 USV 1001, namely, possible imprisonment of 5 years or \$10,000.00 fine or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Space has been provided between item (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the statement.

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SECTION F
BIDDER'S DATA

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1. SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

1.1 In accordance with the provisions of RCW 39.04.350, the District will consider the criteria at Section B, Evaluation of Bids, Section F, Bidders Data, and/or Section G, Specifications or elsewhere in these Contract Documents in evaluating Bidders and Bid Proposals. In the event that the District determines, after evaluating the criteria, that a Bidder is not responsible, the District will provide written notification to Bidder of the reasons for the determination in compliance with RCW 39.04.350. A Bidder that receives notice that the District has determined them not to be responsible may appeal the determination within three (3) business days by presenting additional information to the District. The District will consider properly submitted additional information before issuing its final determination. If the District's final determination is that the Bidder is not responsible, the District will not execute a contract with another bidder until two (2) business days after delivery of the final determination to Bidder.

1.2 If a Bidder fails to supply information requested by the District concerning responsibility within the time and manner specified above, the District may base its determination of responsibility upon any information related to the supplemental criteria or may find the Bidder not responsible.

1.3 A potential Bidder may request that the District modify the supplemental criteria in a timely manner before the bid submittal deadline. The District will consider the request submitted by the potential Bidder and respond before the bid submittal deadline. If the District elects to change the criteria, the District will issue an Addendum to the bid documents identifying the new criteria, in accordance with RCW 39.04.

2. BIDDER'S QUALIFICATIONS

2.1 Bidder's name/company.

2.2 Experience of Bidder or Bidder's Subcontractor(s) with work of a similar nature to that required of this Contract. At a minimum, Bidder shall submit a summary of Bidder's work experience showing that the company has a minimum of five (5) years experience with work of a similar nature.

2.3 Resume' of Bidder's project manager and crew foreman who will be assigned to complete Contract Work.

2.4 The Bidder's of Bidder's Subcontractor(s) equipment available for completing the Work.

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- 01270 MEASUREMENT AND PAYMENT
- 01300 ADMINISTRATIVE REQUIREMENTS
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DIVISION 2 – SITE CONSTRUCTION

- 02000 SITE CONSTRUCTION AND COORDINATION
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- 02370 SOIL EROSION AND SEDIMENT CONTROL
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- 02740 HOT MIX ASPHALT
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**DIVISION 1 – GENERAL REQUIREMENTS
SECTION 01020
SAFETY**

1.0 GENERAL

The District's goal is zero (0) injuries and accidents and the District expects the Contractor to have the same goal.

The Contractor is solely responsible for the safety of its employees and maintaining safe working conditions at the Work site.

Safety precautions shall be implemented to protect those individuals working and the general public at the Project site during the construction period.

District reserves the right to immediately stop any work or activity that is deemed to be inherently unsafe or in violation of established safe work practices. Costs relating to lost time and productivity due to Work stoppage for safety reasons shall not be grounds for additional consideration, compensation to the Contractor, or extension of Milestone Dates.

Contractor shall participate in weekly safety site inspections with the District's representative to identify and correct hazards and unsafe working conditions.

Contractor shall provide all scaffolding, safety equipment including hard hats, safety glasses, hearing protection, respirators, first aid supplies, etc., and work platforms required to perform the Work. Contractor shall provide temporary lighting in the work areas to ensure the Work can be performed properly and safely.

1.1 REFERENCES, SPECIFICATIONS, CODES AND STANDARDS

WASHINGTON ADMINISTRATIVE CODE (WAC)

Title 296-24	General Safety and Health Standards
Title 296-62	General Occupational Health Standards
Title 296-155	Safety Standards for Construction Work
Title 296-800-140	Accident Prevention Program
Title 296-809	Confined Space
Title 296-820	Core Rules
Title 296-841	Respiratory Hazards



2.0 SUBMITTALS

Contractor site specific Accident Prevention Program, including Emergency Notification Procedure, shall be submitted to the District's Engineer for review within twenty (20) calendar days after Notice of Award. All Safety related submittals, Company Safety Manual, and any other safety written programs as required by WISHA shall be Approved by District prior to starting the work in the field.

2.1 ACCIDENT PREVENTION PROGRAM

Contractor shall have a written Accident Prevention Program that conforms to all applicable Federal, State, or local safety requirements at all times Work is being performed on site.

Contractor written Accident Prevention Program shall include, as a minimum:

1. Name of the Contractor employee designated and made responsible for coordinating the Safety Program and rescue operations.
2. Procedures to ensure that all Work is performed in compliance with District, Chelan County, WISHA, and Federal OSHA-requirements for the use of safety equipment.
3. Procedures for identifying unsafe conditions and steps for taking corrective action.
4. Procedure to inform workers of the actions to be followed should an accident or emergency situation occur, including evacuation routes, locations of "safe areas" to account for all Contractor employees, frequency Contractor informs workers of such actions and how to inform new employees that join the workforce throughout the duration of the Contract.
5. Contractor personnel working in proximity of water shall be required to wear life jackets.
6. Contractor personnel shall be required to comply with WISHA Regulations when working adjacent to water.
7. Schedule and hold weekly safety meetings for Contractor personnel.
8. Contractor shall discuss and review in advance the planned activities for major portions of the Work with its employees and address safety issues related to the Work and ensure safe work practices are being used during the performance of the Work.
9. The latest District policies on "No Smoking", "Violence In The Workplace", and "Fitness For Duty" shall apply to all Contractor employees working on District property. The policies shall be provided to Contractor upon request to the District.
10. Job Hazard Analysis for the specific Work that is being performed.



Section G Specifications

2.2 ACCIDENT AND INJURY REPORTING

Accidents involving equipment or employee(s) resulting in injury to employee or damage to equipment occurring on the Project site shall be reported to the District verbally and immediately after such incident followed by a detailed written incident report within twenty four (24) hours of occurrence. Failure to report accidents or injuries to the District may result in immediate shutdown of Work.

2.3 EMERGENCY NOTIFICATION PROCEDURE

The Contractor shall be responsible for developing and implementing an Emergency Notification Procedure.

Contractor shall submit the Emergency Notification Procedure for District approval. This procedure shall be used to notify all Contractor employees in designated Work areas in the event of an emergency.

The Contractor shall provide emergency notification equipment and train its employees, including affected District personnel on the use of this equipment. Contractor shall demonstrate the Emergency Notification Procedure to the District prior to commencing Work on site.

Washington Administrative Code Section 296-800-140 requires employers to develop an Accident Prevention Program.

2.4 CONTRACTOR SITE ORIENTATION

The District has developed an Accident Prevention Program Orientation Checklist (Appendix A). The checklist is not intended to be all inclusive. Contractor and District shall complete the checklist at the Pre-Construction Conference and maintain documentation of completion, as well as documentation of Contractor and employee safety plans, inspections and meetings. Contractor shall be responsible for reviewing checklist information and procedures with its employees.

Contractor shall be responsible for observing and educating its employees with regard to any and all safety regulations, procedures and equipment requirements applicable to and consistent with the type of work being performed.

2.5 WORK AREA ENVIRONMENT

Contractor shall maintain a neat, clean, and safe work environment complying with all applicable regulations, laws, and codes during all site Work. Where there is a conflict in regulations, codes or laws, the most stringent shall apply.



Section G Specifications

Contractor shall keep the Work area free from accumulations of waste material or rubbish at all times. Upon completion of the Work, the Contractor shall remove all rubbish, tools, equipment, surplus materials, and chemicals from the site. All laydown, storage, staging and work areas shall be completely cleaned and restored to the original condition that existed prior to beginning the Work.

During disassembly, scraping, blasting, grinding, welding, brazing, painting and other work that could generate airborne contaminants, smoke, fumes or other irritants, Contractor shall provide air ventilation, cleaning, dust collection, containment or other applicable systems and equipment to prevent personnel hazard or irritation. Contractor shall verify the effectiveness of all engineering controls and PPE by performing an exposure assessment when personnel are exposed to contaminants. Contractor shall verify proper operation of ventilation equipment at the beginning of each shift. Contractor shall continue to monitor personnel exposed to contaminants as required in WAC 296-62.

2.6 FIRE PREVENTION

The Contractor shall be responsible for fire prevention during the performance of the Work.

Proper fire fighting equipment shall be present in locations as prescribed by Washington Administrative Code 296-24 Part G.

Contractor shall provide appropriate and Approved flammable liquid storage cabinets to be used for storage of all solvents, resins, and other flammable liquids.

The Contractor shall be responsible for all damage from fire due directly or indirectly to its own activities, to those of its employees, and to those of its Subcontractors and employees.

2.7 HOT WORK PERMIT (HWP)

A (H)ot (W)ork (P)ermit (Appendix B) is required for activities involving welding, cutting, the use of open flames, or that otherwise result in the generation of fire ignition potential (e.g. sparks).

The HWP shall define the scope of Work, identify the hazards, and establish the necessary controls to maintain the risk at an acceptable level. The HWP shall be obtained prior to the start of Work. The procedures and controls specified therein shall remain in effect for the duration of the activity. Contractor issued HWP's shall be issued by the Contractor's Site Superintendent or Site Safety Representative, prior to the start of Work requiring the HWP.



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The Contractor issuing the HWP, along with the worker(s) performing the subject task shall inspect the Work area prior to the start of Work. The Hot Work Permit Checklist (Appendix C) shall be used to identify and evaluate the hazards.

The controls necessary to mitigate the hazards shall be identified and documented on the permit. At a minimum, these shall include the Work practices and controls specified in the Hot Work Permit Checklist.

The worker performing the hot work shall re-evaluate the hazards on a daily basis or whenever working conditions change. Additional controls shall be distinguished and implemented as may be required.

Hot Work Permits shall be task or activity specific. Blanket permits that address routine and reoccurring work or activities in multiple locations are prohibited unless specifically authorized by the District.

The Hot Work Permit shall be posted in the immediate work area and a copy provided to the District.

All workers affected by execution of the permit shall be advised of the activity and any related hazards prior to the start of Work.

The permit holder shall ensure that the controls specified in the hot work permit are implemented prior to the start of Work and remain in effect for the duration of the activity.

When Work has been completed, the expired or cancelled permit shall be returned to the District.

2.8 FALL PROTECTION WORK PLAN

For any work activities where fall hazards of 10 feet or more exist, the Contractor shall develop and implement a fall protection work plan in accordance with WAC 296-155-24505.

3.0 PRODUCTS (NOT USED)

4.0 EXECUTION (NOT USED)



5.0 APPENDICES

- A. CONTRACTOR/CONSULTANT ACCIDENT PREVENTION PROGRAM
ORIENTATION CHECKLIST
- B. HOT WORK PERMIT
- C. HOT WORK PERMIT CHECKLIST



APPENDIX A – CONTRACTOR/CONSULTANT ACCIDENT PREVENTION PROGRAM ORIENTATION CHECKLIST

**Chelan County PUD
CONTRACTOR/CONSULTANT ORIENTATION CHECKLIST**

CONTRACTOR/CONSULTANT _____

DATE _____ PROJECT MANAGER _____

The Chelan County PUD ("District") has developed the following checklist to promote a general understanding of safety policies and procedures that must be followed while working on District property. As used herein, the word "Contractor" includes Contractors and consultants. Contractors must complete the checklist prior to commencement of work and maintain documentation of completion, as well as documentation of Contractor-employee safety plans, inspections, and meetings. Accident prevention programs submitted by the Contractor must meet the requirements of WAC 296-800-140.

This orientation will be a one-time event, and if necessary repeated if new information is required to be conveyed. This written policy does not address all procedural items that a District employee overseeing a Project would typically review with the Contractor.

Contractors are responsible for reviewing checklist information and procedures with their employees. The checklist is not designed to cover every safety issue applicable to Contractors' work. Contractors are responsible for observing and educating their employees with regard to any and all safety regulations, procedures and equipment requirements applicable to employment in general, as well as those specifically applicable to their type of work. The Contractor is solely responsible for the safety of the Contractor's employees and the work site.

The following highlights the subject matter to be covered in the Contractor Orientation session:



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Initials.
Write NA
for
sections
that do
not apply

A review of District Health and Safety Rules, with emphasis on the following: the need for adhering to all applicable safety requirements, the need for using personal protective equipment when necessary, the need to report any accidents or injuries to the District representative, emergency phone numbers, and the requirement for obtaining permits when necessary.

FACILITIES CHECKLIST

DISPATCHING & OPERATING SAFETY RULES (Lock-out/Tag-out)

_____ If applicable, the District's Clearance Procedure, Dispatching and Operating Safety Rules discussed if applicable. Affected workers will require certification by training and a test.

PARKING

_____ The Contractor will be shown where to park vehicles. Coordinate special arrangements (i.e. work at spillway) with appropriate plant supervisor.

CHECK-IN/CHECK-OUT

_____ The Contractor shall be instructed on proper check-in/check-out procedures.

CONTROL ROOM

_____ The Contractor shall be made aware of the location and the function of the Control Room. Contractor shall provide the Control Room an emergency phone number list and list of onsite employees. A copy of the Contract work plan will be provided to the Control Room.

EMERGENCY RESPONSE PLAN (ERP)

_____ Contractors will be made aware of the facility's ERP. The ERP deals with major emergencies that may arise such as fire or a major accident. Discuss assembly areas, evacuation routes and alternate evacuation routes. In the event of an emergency, Contractors will be notified by District staff or audible alarm and they should report the emergency meeting area immediately. Once all employees and Contractors are accounted for, they will be able to leave the site should the situation warrant.

Contractors shall also make the District aware of any company specific emergency response plan or signals (audible or visual) that could affect District workers in the area.

DISTRICT POLICIES

_____ Contractors will be required to adhere to all District policies.

- a) No smoking is permitted in District facilities.
- b) Fitness for duty will be discussed and will apply to all Contractors working on District property.
- c) Violence in the Workplace. Firearms and weapons are not permitted on District property for any reason. Violation of these rules will be grounds for immediate expulsion from the facility.



Section G Specifications

FIRE EXTINGUISHERS

_____ The Contractor will be made aware of the location of District fire extinguishers. Contractors must provide fire extinguishers as required by regulations and per Contract.

INTRODUCTIONS

_____ The Contractor shall be introduced to the applicable facility supervisors and maintenance personnel.

MEDICAL FACILITIES

_____ Discuss the location of the nearest 1st aid station or medical facility.

SPILL PREVENTION

_____ Spill prevention and District procedures for spill clean-up, including notification of District personnel, will be reviewed for Contractors who would be using any petroleum-based products or Hazardous Materials on District property. The Contractor should ensure that the spill is contained before leaving the area to report the spill. Contractors are responsible for providing spill containment kits.

HOUSEKEEPING

_____ Proper housekeeping is required. Maintain a neat work area, remove trash and rubbish daily, and remove all materials, including chemicals, paints, etc. from the site when Project is completed.

SAFETY EQUIPMENT

_____ All safety equipment will be supplied by the Contractor. District will not loan or provide any safety and health equipment. Approved hard hats are required but not provided by the District for outside Contractor employees. Contractor must supply their employees with hard hats and enforce the wearing of these items while working on District construction Projects. Other PPE such as special footwear and protective clothing may be required depending on the task and activities being performed.

SIGNAGE

_____ All traffic and site safety signage must be obeyed. Contractor must provide appropriate signage for the hazards associated with the work area as required by WAC regulations.

EMERGENCY NUMBERS

_____ Contractors working at Hydro plants should notify the Hydro Facility Control Room after calling the emergency number 911 or 9911. Hydro Facility Control Room phone numbers are: Rocky Reach Dam 662-8705 or extension 6000 from a plant telephone; Rock Island Dam 661-4007 or extension 5000 from a plant telephone; and Chelan Dam, 682-2612 or extension 4227 from a plant telephone.

ACCIDENT REPORT

_____ Any accident, incident, or close call must be reported to a District representative.



Section G
Specifications

HAZARD COMMUNICATION PROGRAM

WAC's Right to Know (Hazard Communication) – This program is a WAC requirement (WAC-296-800-170) requiring employers to ensure all employees, including all Contractors on-site, are aware of any hazards that they may be exposed to in the workplace. Contractors will be made aware recognized chemical hazards and the location of Material Safety Data Sheets (MSDS). Contractors must provide MSDS Sheets for all products brought to District Facilities and must make the District aware of when and where hazardous products are being used. MSDS's must be current, legible and in English. All chemical containers must be properly labeled.

REGULATORY COMPLIANCE

All federal, state, local and District safety, health and environmental regulations and rules must be observed by all employees of outside Contractors. Contractor supervisors shall ensure that all of their employees are aware of and comply with the rules and regulations. VIOLATORS WILL NOT BE PERMITTED TO WORK AT DISTRICT FACILITIES.

PERMITS

Permits/clearances must be obtained for the following operations BEFORE work begins:

a) Lockout/Tag-out Procedures required for work on any equipment or live energy that could cause injuries if started accidentally.

b) Confined Space Entry Permit required for any workers who enter permit required confined spaces. Confined spaces must be cleaned, purged, and ventilated before employees are allowed to enter them. Life lines, harnesses, and supplied air respirators may be required. An attendant will be required for all permit confined space entries. All work in confined spaces must meet the requirements of WAC 296-809 and employees must be properly trained in accordance with this regulation. Contractors entering confined spaces must submit a confined space program. **List all permit-required confined spaces here:**

c) Hot Work Permit required for all open flame, spark-producing, or heat producing activities on-site. This includes, but is not limited to: welding, cutting, grinding, soldering, brazing, and heat producing chemicals.

d) Other permits may be required for special procedures or unusual work conditions. Your District contact will coordinate permit requests for the specific area where the work is being performed.



Section G Specifications

OVERHEAD WORK

When overhead work is necessary, precautions must be taken to prevent fall of persons and materials. The area underneath the work operation shall be roped off and labeled with appropriate warning signs.

FLAMMABLES

Flammable liquids shall be stored in and dispensed from Approved containers. Flammables and combustibles must be separated by a distance of no less than 20 feet. Oxygen cylinders must be separated from fuel gas cylinders by a distance of no less than 20 feet or by a 5-foot fire wall unless said cylinders are in use.

LADDERS/FALL PROTECTION

Ladders must be in good condition and must be made secure near the top. Scaffolding shall be of substantial construction with guardrails and toe boards installed.

Fall protection must be provided when employees are exposed to a fall greater than 10 feet. On walking/working surfaces, fall protection must be provided at 4 feet. Where fall protection is required, a fall protection plan must be provided that meets the requirements of WAC 296-155, Part C-1.

VEHICLES AND EQUIPMENT

Vehicles must be kept in safe operation condition. Only certified equipment operators are to operate equipment.

LIVE CONNECTIONS

Do not shut off or make connections to live electric, gas, air, water, or process lines without the prior authorization of the District.

SAFETY BARRICADES

Safety barricades must be put in place at open man holes, floor holes, catch basins, and excavations. Appropriate lights must be installed if holes are to be left open after daylight hours.

JOB SAFETY ANALYSIS

A job safety analysis is required to insure work is planned to avoid injuries.

TOOLS & EQUIPMENT CONDITION

Tools, electrical cords, rigging equipment and machinery shall be in good condition and inspected before use.



Section G
Specifications

SUBSTATION TRAINING/ORIENTATION

Anyone entering a District substation for any reason is required to have this training on an annual basis. Contact Safety & Risk Management to check out the video "Substation Orientation & Safety for Non-electrical Workers." In addition to the video, Contractors are required to attend a site specific 4 hour substation training session.

Orientation given to _____
Individual name and company name

Contractor owners and employees attending (*list additional names on back of this form*)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



Section G
Specifications

APPENDIX B – HOT WORK PERMIT

HOT WORK PERMIT

(Permits shall be site and activity specific. Blanket permits are prohibited)
 A Hot Work Permit is required for activities that involve the use of open flames, those producing high temperature conditions, or that otherwise create the potential for fire. Activities subject to this permit include welding, cutting, or burning using acetylene-propane-butane-etc. torches, arc welding, or work that generates airborne sparks. Only plant operators and select supervisors who have received training on issuance of this permit are authorized to sign.

Hot Work Permit	
<u>Permit Issued To:</u>	<u>Start Date:</u>
<u>Location of Proposed Work:</u>	<u>Permit Expires Date & Time:</u>
<u>Description of Activity: (Description of process, equipment, materials, etc.)</u>	
<p style="text-align: center;">Hazards & Precautions</p> <p>Identify <u>all hazards</u> associated with the work activity and location such as high voltage electrical, exposure to welding arc, burn hazard, flammable liquids, etc. Describe precaution(s) to be used to safely control each hazard listed.</p> <p>1)</p>	
<small>Note: (The Hot Work Permit Checklist must be used in conjunction with this permit)</small>	
<u>Signature of User / Permit Holder:</u>	<u>Signature of Authorizing Center Director or Team Leader</u>
<u>Date:</u>	<u>Date:</u>
<u>Signature / Date of Permit Issuer:</u>	



APPENDIX C – HOT WORK PERMIT CHECKLIST

HOT WORK PERMIT CHECKLIST

District personnel and Contractors shall comply with the most stringent regulations, standards, or guidelines available. Resources commonly used include the National Fire Protection Association (NFPA) 51B and 241; Occupational Safety and Health Administration (OSHA) 29 CFR 1926.352 & 29 CFR 1926.150; American National Standards Institute (ANSI) ANSI/UL 521 & ANSI Z49.1; and Washington Administrative Code 296-155-250 through Washington Administrative Code 296-155-280.

Hot Work Permit - A Project walk through with the worker or Contractor is required prior to issuing a Hot Work Permit. The individual(s) performing the Work are ultimately responsible for ensuring compliance with the requirements of this permit. The attached hot work permit will be completed prior to any work that produces sparks, flames, or has the potential to cause a fire. The hot work permit is valid for the specified task noted on the Hot Work Permit. Any variance from the original scope of hot work will require a new hot work permit. The permit may not exceed a one (1) year period.

Inspections – The worker/permit holder shall inspect the Work area a minimum of once per day to ensure compliance with permit requirements. Responsible District staff, to assure compliance with the Hot Work Permit, will perform periodic job site inspections. Inspectors have the authority to stop Work if safe Work practices are not being utilized or the scope of Work defined in the Permit is being exceeded. The Safety and Risk Management Office shall be immediately notified of any deficiencies.

Fire Detection – Fire detection equipment shall be protected from false activation and damage. If components must be disabled or taken off line with the Fire Department, District procedures will be utilized. Work shall not proceed until confirmation of fire alarm deactivation is verified with the Plant Operators or his appointed fire alarm technician. Impairments of fire detection systems shall be minimized.

Fire Suppression – Fire suppression systems (e.g. fire sprinklers, dry chemical, foam deluge, etc.) shall be protected by noncombustible shielding or guarding to prevent inadvertent activation. Where installed, shielding and/or guarding shall be configured to minimize any disruptive influence related to system activation or coverage outside the immediate work area. The protective shielding shall be promptly removed upon completion of Work. Fire suppression systems in the permit area shall be examined prior to the start of “hot work” to ensure that protective measures have been implemented.

Rangeland Fires - If wind speeds are exceeding ten miles per hour, hot work will not be permitted outdoors. Vegetation and other combustibles must be removed or cut back to prevent ignition.



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_____ **Traffic Control** - Barriers will be provided to assure traffic is prevented from exposure to hot work areas. Shields will be used to prevent exposure to sparks and flashes. A clear path of at least 44-inch must be maintained to all exits.

_____ **Cutting and Welding Controls** - The location of hot work will be determined by utilizing the following priority list:

- 1) An area designed for hot work use such as welding shops.
- 2) If Work must be conducted on site, combustibles shall not be located within 35-feet of the work area.
- 3) If Work must be conducted on site and combustibles can not be removed from within thirty five feet of the Work area, fire barriers such as screens or blankets will be used to protect combustibles.

_____ **Housekeeping** - Care shall be taken to assure the barriers will not allow sparks to penetrate the seams. Openings in walls, floors, or ducts will be protected from sparks. Acetylene and oxygen tanks will be protected from flame/sparks. Cutting or welding on pipes or metal in contact with combustible walls, roofs, ceilings, partitions, or any combustible material will not be undertaken if the Work may cause ignition.

_____ **Hazardous Materials** - The Contractor shall have a written Chemical Hazard Communication Program. Information on this program and MSDS will be readily available for all Hazardous Materials including welding rods and welding materials. Adequate ventilation will be provided for all hot work processes. Hot work will not be conducted within thirty five feet of combustible/flammable liquids or gases.

_____ **Personal Protection** - Personal protective equipment will be appropriate for the task. Eye protection will comply with ANSI Z87.1- 1991. Long sleeved shirts, long pants with the pant legs outside of boots, leather gloves, and leather aprons will be used for welding and cutting operations. Additional controls are required if bulky clothing or protective suits are used that reduce the worker's ability to recognize hazards or to react to an emergency situation.

_____ **Equipment Safety** - Acetylene and oxygen tanks will be stored and changed in compliance with WISHA and NFPA requirements. Anti-flashback devices will be used on acetylene and oxygen tanks.

_____ **Fire protection Equipment** - Will be sufficient for the hazards present. At a minimum, a 2A:20B:C rated fire extinguisher is required. The fire extinguisher shall be readily available in the immediate Work area.

_____ **Fire Watch** - A fire watch shall be established to ensure the safety of workers and the protection of assets. The hot work area will be observed for thirty (30) minutes (sixty [60] minutes for roof work) after the completion of hot work. The individual assigned to this task will have fire extinguishing equipment readily/immediately available and be properly trained in the use of the equipment. Prior to leaving the site, the fire watcher will assure that no possibility of fire exists.



Section G
Specifications

 Other -
** Permit requirements must be reviewed and verified on a daily basis prior to the start of Work.

END OF SECTION



DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01100

SUMMARY OF WORK

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**DIVISION 1 – GENERAL REQUIREMENTS
SECTION 01100
SUMMARY OF WORK**

1.0 GENERAL

1.1. SCOPE

The Work to be performed under these Specifications consists of furnishing all labor, materials, tools, equipment, and incidentals required for construction of the Chelan Riverwalk Extension Trail Project as shown on the Contract Drawings and hereinafter specified. The Work shall consist of, but not be limited to, the constructing the following:

- Earth Embankment
- Asphalt Trail
- Sidewalk and associated storm drain collection system
- Observation Lookouts
- Rail fence

1.2. PROJECT INFORMATION

All materials and labor are to be furnished by the Contractor, unless otherwise specifically provided in the Specifications or shown on the Contract Drawings. All workmanship, equipment, and materials incorporated in the work covered by this Contract are to be new, unless otherwise noted to use salvaged existing materials, and shall be of the best available grade or quality.

The Bidder shall be required to obtain and pay all costs for such appraisals, licenses, plumbing, drainage, mechanical, electrical and all other permits as may be required, in addition to those already obtained by the Owner, for the execution of this Project, all costs of which shall be merged into the price bid for the items as indicated in the Proposal.

The Contractor shall take all necessary precautions required to prevent damage to existing piping, utilities, and structures above or below ground during construction.

1.3. CONTRACTOR'S USE OF SITE AND PREMISES

The District will have other Contractors working within the immediate area. The Contractor shall coordinate activities, the use of the site and premises with the District and other Contractor to avoid conflicts. The Contractor shall maintain access to the Chelan Dam at all times.



1.4. COORDINATION

The order of work shall be at the option of the Contractor as coordinated with the District. The implementation of any measure required to protect the environment shall supersede any order of work designated within these Specifications. The Contractor shall meet the conditions as outlined in any and all permits and requirements of the Federal, State, County, and City regulatory agencies as provided by the District.

1.5. CONSTRUCTION SURVEY

The District will provide a one-time construction survey of the trail alignment including the placement of staking along the centerline of the trail and/or at offsets as requested by the Contractor. Stakes will be set at 50-foot station intervals. The Contractor shall connect stakes in the field to the curves and general layout illustrated in the Contract Drawings.

The District will also set survey control points for the construction of the earth embankment. The Contractor shall provide all other survey work. Replacement of stakes or survey control shall be considered the Contractor's responsibility.

END OF SECTION



DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01270

MEASUREMENT AND PAYMENT

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DIVISION 1 – GENERAL REQUIREMENTS
SECTION 01270
MEASUREMENT AND PAYMENT

1.0 GENERAL

1.1. SCOPE

The Contract Price for each item shall constitute full compensation for furnishing all equipment, tools, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete the various Bid items in accordance with these Specifications and the Contract Drawings. Payment for each item shall be considered as full compensation, notwithstanding that minor features may not be mentioned herein. Work paid for under one item will not be paid for under any other item. Certain Specification sections stipulate in the final article of the section that no separate payment will be made for the Work, services, or operations required by the Contractor and therefore all costs thereof shall be considered as incidental to the Work.

The District reserves the right to make changes should unforeseen conditions necessitate such changes. Where Work is on a Unit Price basis, the actual quantities required by such changes shall govern the compensation.

1.2. MEASUREMENT

Measurement for all items shall be as indicated in these Specifications for Unit Price and lump sum price items, and are outlined in detail in this section of the Specifications, and further are designated in the Bid Price Schedule, Section E, Part 2.

1.3. PAYMENT

Payment for all Work will be made at the Contract Unit Price or lump sum price as indicated in the Bid Proposal, payment of which shall constitute full compensation, for a complete installation. Components of Work shown in the Contract Drawings but not specifically identified as pertaining to any particular bid item as described herein shall be incorporated into the cost of a bid item of the Contractor's choice.

2.0 PRODUCTS (NOT USED)



3.0 EXECUTION

3.1. ITEM 1 - MOBILIZATION AND DEMOBILIZATION

A. Unit of Measurement: Lump Sum (LS).

B. Payment for Mobilization and Demobilization shall be as follows:

The Contractor shall be paid 70 percent (70%) of the amount bid for Mobilization and Demobilization when work commences at the job site for the Project.

Upon completion of all work for the Project, including cleanup the outstanding balance for Mobilization and Demobilization shall be paid.

The Contractor shall note that the Owner will not pay for any additional and/or second mobilization and demobilization costs incurred because of suspension of work due to unsuitable weather, winter shutdown, or phasing of the Contractor's work.

C. Costs for the following components should be incorporated in to the lump sum item for Mobilization/Demobilization:

- Bonds and Insurance
- Mobilization
- Project Meetings
- Pre- and Post-Construction Documentation (ie. photographs, As-builts, etc.)
- Permits and Licenses
- Submittals including Shop Drawings, SPCC and Safety Plans
- Invoice Preparation
- Administration Costs
- Construction Schedule
- Temporary Facilities
- Construction surveying
- Dust Control
- Field Offices and Storage Sheds
- General Clean-up
- Demobilization
- Contract Closeout

**3.2. ITEM 2 - TRAFFIC CONTROL**

- A. Unit of Measurement: Lump Sum (LS).
- B. Payment: The lump sum Contract Price shall include all costs for furnishing and supplying all labor, materials, tools, equipment, and incidentals required to provide traffic control as specified herein.
- C. Costs for the following components should be incorporated in to the lump sum item for Traffic Control:
- preparation and approval of traffic control plans, if needed
 - certified flagging
 - compliance with the MUTCD manual
 - construction signs and barricades
 - lights
 - temporary striping and signing
 - traffic cones and posts

3.3. ITEM 3 - EROSION CONTROL

- A. Unit of Measurement: Lump Sum (LS).
- B. Payment: The lump sum Contract Price shall include all costs for furnishing and supplying all labor, materials, tools, equipment, and incidentals required to provide and maintain temporary and permanent erosion control, as shown on the Contract Drawings and as specified herein.
- C. Costs for the following components should be incorporated in to the lump sum item for erosion control:
- preparation of the Erosion and Sedimentation Control Plan (ESCP)
 - providing onsite standby materials and equipment described in the ESCP
 - silt fences
 - straw bales
 - protective coverings
 - hydroseed and mulch
 - erosion blanket

**3.4. ITEM 4 – EARTH EMBANKMENT**

- A. Unit of Measurement: Lump Sum (LS).
- B. Payment: The lump sum Contract Price shall include all costs for labor, materials, tools, equipment, and incidentals required to construct embankment including clearing, grubbing, excavating, hauling, disposal, placing, shaping, compacting, grading, watering, testing, and dealing with all other interferences, all as shown on the Contract Drawings and as specified herein.
- C. Costs for the following components should be incorporated in to the lump sum item for Embankment:
- site clearing
 - trail-to-embankment transitions
 - structural fill embankment
 - 24" HDPE culvert and associated intake and outlet
 - 6-inch pvc irrigation main, associated drain system and all fittings and accessories

Costs for construction of the trail along the embankment, rail fence and erosion blanket are covered under separate lump sum Unit Prices.

3.5. ITEM 5 - TRAIL

- A. Unit of Measurement: Lump Sum (LS).
- B. Payment: The lump sum Contract Price shall include all costs for labor, materials, tools, equipment, and incidentals required to furnish and construct trail, to include, but not be limited to, clearing, grubbing, hauling, placing, shaping, compacting, grading, watering, testing, and dealing with all other interferences, all as shown on the Contract Drawings and as specified herein.
- C. Costs for the following components should be incorporated in to the lump sum item for Trail:
- site clearing
 - soil sterilant
 - crushed surfacing base course
 - asphalt concrete paving (including ACP apron at the intersection of Chiari Falls Rd and Gorge Rd)
 - paint striping for crosswalks
 - bollards

**3.6. ITEM 6 - SIDEWALK**

- A. Unit of Measurement: Lump Sum (LS).
- B. Payment: The lump sum Contract Price shall include all costs for labor, materials, tools, equipment, and incidentals required for subgrade preparation, setting forms and furnishing, placing and finishing concrete to the dimensions, grades and lines shown on the Contract Drawings.
- C. Costs for the following components should be incorporated in to the lump sum item for Sidewalk:
- site preparation
 - water meter vault relocation/replacement
 - catch basins, pipe and drywell
 - concrete sidewalk, curb and gutter
 - subgrade preparation followed by asphalt concrete paving between sidewalk and existing street
 - clean-up including landscape restoration to adjoining properties

3.7. ITEM 7 - OBSERVATION LOOKOUTS

- A. Unit of Measurement: Lump Sum (LS).
- B. Payment. The lump sum Contract Price shall include all costs for labor, materials, tools, equipment, and incidentals required to complete two observation lookouts as herein described and as further shown on the Contract Drawings.
- C. Costs for the following components should be incorporated in to the lump sum item for Observation Lookouts:
- Rock boulders
 - Crushed Surfacing Base Course
 - Fence
 - Benches

3.8. ITEM 8 – RAIL FENCE

- A. Unit of Measurement: Lineal Foot (LF).
- B. Payment. The unit Contract Price shall include all costs for labor, materials, tools, equipment, and incidentals required to construct



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rail fencing to the length and dimensions as herein described and as further shown on the Contract Drawings.

END OF SECTION

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**DIVISION 1 – GENERAL REQUIREMENTS
SECTION 01300
ADMINISTRATIVE REQUIREMENTS**

1.0 GENERAL

This section describes the requirements and procedures for all correspondence, document and drawing submittals to District, Engineer and all parties involved with the Contract. The District reserves the right to revise or modify these procedures as necessary to facilitate proper and consistent communication between related parties.

This section provides forms to be used by the Contractor in the Appendices. Alternate forms may be used subject to approval by the District's Engineer.

2.0 PROJECT CORRESPONDENCE

The following Project correspondence will be utilized for the duration of the Contract:

1. Serialized Letters
2. Serialized Speedy Memos
3. Records of Conversation (telephone and personal contacts)
4. Emails
5. Serialized Contractor Submittals
6. District Submittal Responses
7. Correspondence Logs

2.1 SERIALIZED LETTERS

Serialized Letters shall be used for all correspondence from any Project entity that addresses **Contract scope, budget, schedule, or other contractual issues**.

Serialized Letters shall be sent by email (as an attached file), and followed immediately by the signed original via regular or express mail, by courier service, or hand carried to the District.

If the District determines that there is any change to the Contract scope, budget, or schedule, then the District will issue a Field Work Order/Change Order (FWO/CO).

2.2 SERIALIZED SPEEDY MEMOS

Speedy Memos (Section 01300 Appendix 6.3) shall be used for **requesting information, clarifications, or interpretations of the Contract**. Speedy Memos may be initiated by Contractor, District, or Engineer.



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It is Contractor's responsibility to initiate a Serialized Letter identifying any contractual changes that may result from a Speedy Memo response.

Speedy Memos shall be sent by email (as an attached file).

2.3 TELEPHONE AND PERSONAL CONTACT RECORDS

Telephone and personal contact discussions (except meeting minutes) and particularly those which could result in a change to scope, schedule or budget, shall be recorded by the Contractor on a Record of Conversation Form (Section 01300 Appendix 6.4). Completed Record of Conversation Forms shall be signed, dated, and forwarded to the Engineer within three (3) calendar days of the conversation.

2.4 E-MAIL COMMUNICATIONS

Parties to the Project may use e-mail. All Project significant e-mail shall be copied to the Engineer.

E-mail shall not be used for official correspondence as direction to proceed or to alter terms of the Contract.

E-mail may be used as a mechanism to transmit courtesy copies of other specific Contract correspondence (as attached files). Each e-mail shall contain a single subject. In rare cases similar subjects may be combined in a single e-mail if necessary for understanding. The Subject Line shall reference the Contract Number: **09-02**, Project Name: **Chelan River Extension Trail**, and clearly describe the e-mail contents.

2.5 SERIALIZED CONTRACTOR SUBMITTALS

The Contractor Submittal & District Reply Form (Section 01300 - Appendix 6.2) shall be used as the cover sheet for all Contractor submittals. Contractor shall send the cover sheet and attachments electronically, followed immediately by one signed original with attachments and 5 copies of each, via regular or express mail, by courier service, or hand carried to the District. Documents shall be **CHECKED** by Contractor before being submitted. Drawings shall be stamped by Contractor as having been checked, including the name or initials of the person checking the drawings and the date.

If documents are changed subsequent to submittal, Contractor shall resubmit the revised document(s) to the Engineer for information or review and approval consistent with the original requirement.

Re-submittals of the same subject shall have the same number as the original submittal with an alpha revision code (example: 09-02-XXX-S001, **Rev A**) added to the revision line of submittal form, and entered in "Submittal Revision" column of Submittal Log



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Form, until submittal is closed. **New submittals shall not be combined with re-submittals.**

2.6 DISTRICT SUBMITTAL RESPONSE

The Engineer will respond to submittals within 2 calendar weeks after hard copy submittal receipt on the Contractor Submittal & District Reply Form. The Engineer will send his response to the Contractor by email (as an attached file), followed by hard copy via regular or express mail, by courier, or hand carried to the Contractor.

Engineer will mark Submittal Status with one of the following:

- ANR** – Approval Not Required
- APP** - Approved
- AAR** – Approved as Revised
- NOT APP** – Not Approved

Engineer will mark action required by the Contractor with one of the following:

- NR** – No Action Required
- REV** – Revise and Resubmit
- SR** – Submit for Record

SUBMITTAL STATUS	DESCRIPTION
Approval Not Required	Applicable to documents submitted for information only.
Approved	Document is Approved for use.
Approved As Revised	Document is Approved for use with incorporation and resolution of comments.
Not Approved	Document is not Approved for use.
ACTION REQUIRED	DESCRIPTION
No Action	No action on the part of Contractor is required.
Revise and Resubmit	Contractor shall revise and resubmit the document addressing all comments within the specified time period.
Resubmit for Record	Contractor shall resubmit the document as part of the Final Record Documents.

Contractor shall take action As Required, incorporate comments if any, and resubmit submittals within 2 calendar weeks of hard copy receipt of District comments. Any work undertaken by the Contractor prior to submittal approval shall be at the Contractor's sole risk.

2.7 SERIALIZED CORRESPONDENCE NUMBERING AND LOGS

Serialized Correspondence Logs for correspondence sent and received shall be maintained by both the Contractor and the District, for each type of serialized correspondence (Letters, Speedy Memos, and Submittals).



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Correspondence Logs may be hard copy or electronic, and shall be the forms referenced herein, or other form of Contractor's choice, as Approved by District. The same information shall be recorded in both logs (Section 01300, Appendices 6.5 and 6.6). Serialized logs will be reconciled monthly with the master logs maintained by the District.

Serial Numbers shall begin at 001 for each type of correspondence from each sender. Numbers shall be consecutive. Correspondence initiated by Subcontractors shall be routed and tracked through the Contractor. The Engineer shall approve all deviations to this requirement. If a deviation is agreed to in writing, then Subcontractors shall be bound by the same requirements as the Contractor, as provided herein.

Correspondence Serial Numbers for this Project shall be formatted as follows:

DOCUMENT TYPE	SERIAL NUMBER FORMAT
Letters	09-02 - XXX - L001
Submittals	09-02 - XXX - S001
Speedy Memos	09-02 - XXX - M001

Example: 09-02-MWH-L001

09-02 = District Contract Designator (may also include alpha character as needed)

XXX = Contractor Code (i.e. MWH = MWH Global, Inc.)

L001 = Letter Number 1

S001 = Submittal Number 1

M001 = Speedy Memo Number 1

The District shall assign Contractor Codes for all parties involved.

All correspondence shall include (on the first page):

1. Contract Number: **09-02, Chelan Riverwalk Extension Trail**
2. Sender's Name
3. Sender's Company Name
4. Date: MM/DD/YYYY
5. Document Serial Number

Additionally, each page shall indicate page number and total number of pages, formatted as "Page X of Y", and Document Serial Number.



2.8 ADDRESS INFORMATION

All Project correspondence shall be addressed as follows:

US Mail:

Robert Seabeck, Project Manager
ATTN: Bob Seabeck
P.U.D. No. 1 of Chelan County
P.O. Box 1231
Wenatchee, WA 98807-1231

Physical Address, (Fed Ex, UPS, oversized mail):

Robert Seabeck, Project Manager
ATTN: Bob Seabeck
P.U.D. No. 1 of Chelan County
327 N. Wenatchee Ave
Wenatchee, WA 98801

3.0 SUBMITTALS

3.1 GENERAL

The Contractor is required to provide information to support its engineering, design, fabrication, and installation process and provide this information in sufficient detail to demonstrate the Work is being performed in accordance with these Contract Documents.

The required submittals are not limited to those on the List of Required Submittals (Section 01300 Appendix 6.1). The District or Engineer may, at any time throughout the duration of the Contract, require the Contractor to provide additional information pertaining to the Work. The Contractor shall comply by providing the information in the form of a Submittal.

Documents and drawings shall be formally submitted to the Engineer for information, or review and approval. Contractor shall supply complete documentation and drawings for the equipment provided in accordance with the format and procedures established by these Contract Documents.

Documents shall be submitted in a timely manner to support Contractor's engineering, design, and fabrication process. All delays due to untimely submittal of documents to District shall be the responsibility of the Contractor. Contractor shall arrange the submittal schedule such that no more than twenty-five (25) documents or drawings are submitted per week, except as otherwise Approved in writing (in advance), by the Engineer, or in the case of As-Built Drawings.



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It is in the Contractor's best interest to send in submittals and re-submittals far enough in advance of the District's submittal review time so that mobilization and construction start dates are not delayed while waiting for submittal approval. The District has the right to delay work if required pre-construction submittals are not Approved. No increase in Contract Price nor extension of the completion date will be allowed if this delay occurs.

The Contractor shall provide equipment documentation and drawings in sufficient detail for the District's Engineer to review with the intent of verifying the Work is being performed in accordance with these Specifications. Where both design calculations and drawings are prepared, they shall be submitted together to allow complete review.

Contractor shall be responsible for the accuracy and correctness of dimensions and details on the documents and drawings. The approval of such documents and drawings by the Engineer shall not relieve Contractor of this responsibility.

Any document required by this Specification which is produced by a sub-supplier, or Subcontractor shall first be **REVIEWED** and noted as being **APPROVED** by Contractor and then submitted to the Engineer for review and approval.

Contractor shall assume all responsibility and risk for conditions due to any error on Shop Drawings regardless of drawing approval or field acceptance of material or delivery.

Any fabrication or other Work performed in advance of Contractor's receipt of review comments and approval shall be entirely at Contractor's risk. After review, Contractor shall not deviate in any way from the design, details, dimensions, or other information shown on the drawings without the written approval of Engineer.

3.2 DOCUMENTS AND DRAWINGS

Documents and drawings submitted by the Contractor, as a minimum, refer to information specifically required in the Submittal Schedule and elsewhere in this Specification. This information shall include all drawings, diagrams, illustrations, manufacturer's product data, catalog data, brochures, performance charts and other information required to illustrate distinct portions of work.

Documents and drawings shall include all the details necessary for fabrication, assembly, installation, repair, and maintenance of furnished items. The minimum drawings required are specified in individual sections of the technical Specifications. Contractor shall furnish detailed fabrication drawings (Shop Drawings) and procedures for installation and assembly of all items provided.



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If standard drawings or catalog cut sheets are submitted, the applicable items and devices furnished shall be clearly marked.

3.3 SUBMITTAL SCHEDULE

Contractor shall prepare and submit a Submittal Schedule inclusive of all drawings, calculations, procedures, and other documentation specified in these Contract Documents. The Submittal Schedule shall be prepared and submitted in Microsoft Excel (*.xls) or other Approved file format. The Submittal Schedule shall reflect submittal number, revision, description, anticipated submittal date, actual submittal date, District reference no. (if applicable) and specification section number.

The Submittal Schedule shall be updated and maintained over the course of the Contract. The Submittal Schedule shall be updated and resubmitted periodically to reflect changes and for Progress Meetings, or as requested by Engineer.

3.4 SUBMITTAL LOG

Contractor shall prepare and maintain a Submittal Log (Section 01300 Appendix 6.7) incorporating the list of Required Submittals and the items from the Contractor's Submittal Schedule. As a minimum, the Submittal Log shall include the following for each document and drawing: submittal number, revision, District reference or Spec #, description, date sent electronically, date sent hard copy, approval status, and subsequent resubmittal and approval numbers.

The Submittal Log shall be updated and maintained over the course of the Contract. The log shall be updated and resubmitted periodically to reflect changes and for Progress Meetings, or as requested by Engineer.

3.5 DISTRICT'S REVIEW

The purpose for requiring Contractor submittals is to permit the District's Engineer to monitor the Contractor's progress and to determine conformance with the intent of these Specifications.

Contractors and Subcontractors who use unapproved documents do so at their own risk and may be required to repeat activities that were performed if the document used is subsequently rejected by Engineer.

Submittals reviewed by the Engineer do not become Contract Documents and are not Change Orders.

Engineer review, acceptance, or approval of schedules, Shop Drawings, lists of materials, and procedures submitted or requested by the Contractor shall not add to the Contract amount and additional costs shall be solely the obligation of the Contractor.



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The District will not be precluded, by virtue of review, acceptance, or approval, from obtaining a credit for fabrication and/or construction savings resulting from allowed concessions in the Work or materials provided. Any savings shall be mutually agreed upon by the Engineer and the Contractor.

The Engineer's review of Contractor submittals is not intended to be a rigorous engineering analysis of the Contractor's design or proposal. Engineer reserves the right to require the Contractor to make changes to Contractor's submittals, which may be necessary, in their opinion, to make the Work conform to the provisions and intent of these Specifications. Any additional cost to correct a submittal, including work to maintain the schedule that may result from any delay to review a re-submittal, shall be solely the obligation of the Contractor.

The District will not be responsible for furnishing engineering or other services to protect the Contractor from additional costs accruing from submittals.

3.6 OWNERSHIP

All documents (i.e., drawings, data, manuals, calculations, schedules, digital photographs, etc., as well as plans and procedures for installation or testing) shall become the property of the District. The District shall have full rights to reproduce and submit to others any document for bids on future Projects, notwithstanding any indication otherwise on the drawing or elsewhere.

3.7 LANGUAGE

All documents (i.e. drawings, data, manuals, plans, procedures, calculations, schedules, digital photographs, etc.) submitted to the Engineer shall be in the English language. Dual language is acceptable on drawings, provided all information is also provided in English. All elevations shall be dimensioned in feet.

3.8 FORMAT

3.8.1 Electronic File Format

The following list of software and file formats shall be used for all submitted documentation or as Approved by the Engineer.

SOFTWARE	FILE FORMAT	USAGE EXAMPLES
MathCAD®	MCD (*.mcd)	Engineering calculations
Microsoft® Word	DOC (*.doc)	Text files, forms
Microsoft® Excel	XLS (*.xls)	Spreadsheets, forms, calculations
Microsoft® Access	MDB (*.mdb)	Databases



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SOFTWARE	FILE FORMAT	USAGE EXAMPLES
Adobe Acrobat®	PDF (*.pdf)	Text, pictures, reports, manuals, calculations
Audio editing	WAV (*.wav)	Audio files
Digital Photograph editing	JPG (*.jpg)	Digital photographs, scanned files
AutoCAD®	DWG (*.dwg) 2006	Drawings

All software used shall be the latest version or as Approved by the Engineer.

3.8.2 Drawing Format

Drawings submitted for review shall be submitted in DWG (AutoCAD® 2006) or other District Approved file format and shall use title block(s) and format provided by District. Final drawing submittals shall be electronic, in DWG format and in the original file format of document production.

Contractor shall comply with the National CAD Standard in these areas:

1. CAD Layering Guidelines
2. Tri-Services Plotting Guidelines (plot file will be provided by the District)
3. Drafting Conventions
4. Terms & Abbreviations
5. Symbols

Exceptions to the National CAD Standard shall be as follows:

1. All drawing files shall be drawn at full scale (1:1) in Model Space.
2. Acceptable hard copy size shall be as follows as defined in ANSI Y14.1 (preferred size will be at the Engineer's discretion):
 - a. B-size 11"x17"
 - b. C-size 18"x24"
 - c. D-size 22"x34"
 - d. F-size 30"x42"
3. Font shall be **simplex.shx**
4. Any use of cross-references ("X-REF") shall be bound within each drawing.
5. Contractor shall use title block(s), border(s), and drawing numbering system provided by the District.



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6. All drawing files shall be individually named and numbered with a distinct drawing number per sheet.

EXAMPLE: Drawing file name: 0505-61WD-0001.dwg = drawing number 0505 61WD-0001. Only one (1) drawing per file will be accepted.

Each drawing shall be identified with the following data:

1. Chelan River Extension Trail
2. Date: YYYY-MM-DD
3. Project designation: Chelan River Extension Trail
4. Contract number: Bid No. 09-02
5. Drawing information:
 - a. Title
 - b. Number: 0505-61aa-nnnn
 - c. Revision number
6. Contractor information:
 - a. Name
 - b. Job reference number

Each drawing shall include a revision-tracking log to indicate changes made since the last revision, date revised and a clear mark near each change indicating the revision of the change. An area three (3) inches by three (3) inches shall be left clear near the title block for the District's use in marking the drawing's review and approval status.

District drawing numbers shall be placed on drawings by the Contractor. This identification number will be supplied by the Engineer at earliest appropriate time prior to final drawing approval and added by the Contractor to each individual drawing.

The Contractor shall be responsible in making sure that all Subcontractors conform to these same standards.

A graphical scale and component weights shall be included on each physical drawing.

Non-destructive examination scope, procedures, and acceptance criteria shall be indicated on physical drawings where applicable.

All deviations from the Contract Documents shall be conspicuously marked on the Shop Drawings or noted on the submittal form and accompanied by a request for deviation.



3.9 ELECTRICAL DRAWINGS

Electrical drawings; schematics, wiring drawings, and panel layout drawings shall be in accordance with established District practice, as reflected in sample drawings provided as part of the Contract Drawings, for typical arrangement, layout, and format.

Electrical drawings shall have sufficient detail to facilitate installation and maintenance of items including terminal block identification, component values for resistors, capacitors, etc., and industry standard designations on all semiconductor devices.

3.10 PROJECT RECORD

The Contractor shall maintain at the jobsite, one (1) complete set of Contract Documents including all Contract Drawings, Shop Drawings, Specifications, Addenda, Change Orders, and Field Work Orders that are part of the Contract as awarded and one complete set of all Contractor prepared drawings.

Each of these documents shall be clearly marked "Project Record Copy," and shall be maintained in a clean and neat condition available for District and Contractor personnel, and shall not be used for any other purpose during the performance of the Work.

The Contractor shall record on the Project Record Copy all deviations in the actual work from the Contract Drawings or Contractor's prepared drawings. This shall include changes to the Work resulting from any Change Orders, or which may be required during assembly, installation, or inspection of the Work.

Information shall be recorded concurrently with construction progress within 24 hours after receipt of information that a change to a drawing has occurred. Work shall not be covered or concealed until the change is recorded.

3.10.1 Preservation

The Contractor shall maintain documents in a clean, dry, legible condition and in good order. Record documents shall not be used for construction purposes.

Documents shall be made available at all times for observation by the District and the Engineer.

3.10.2 Making Entries on Drawings

Using an erasable colored pencil (not ink or indelible pencil), Contractor shall clearly describe the change by marking it on the drawing and providing a note As Required. These entries shall be dated.



3.10.2.1 Color Coding:

GREEN is used when showing information deleted from drawings.

RED is used when showing information added to drawings.

BLUE and circled in blue is used to show notes. The entry shall be highlighted by a "cloud" drawn around the area or areas affected.

3.11 AS-BUILT CONTRACT AND SHOP DRAWINGS

Upon Completion of the Work, the Contractor shall:

1. Submit one (1) complete set of marked up Contract Drawings or "Project Record Copy" to the District.
2. Revise and resubmit shop drawings to accurately reflect as-built conditions. As-Built Drawings shall include all work covered under FWO/CO;
3. Provide to the District one (1) softcopy of all shop drawings on CD (with all reference files included);

As-Built Drawings shall be included as a deliverable for Substantial Completion for the Contract.

3.12 CALCULATIONS

The Engineer shall have the right to review any and all of the Contractor's calculations, including all manual and computerized design calculations. If specified and/or requested by the Engineer, the Contractor shall provide all backup calculations, assumptions, flow charts, computer program documentation, and all other data necessary for proper review of the material by the Engineer.

3.13 DIGITAL PHOTOGRAPHS

Digital photographs shall be taken to record and demonstrate progress throughout the duration of the Contract.

All digital photographs shall be submitted in JPG (*.jpg) file format or other District Approved file format. Photos shall have sufficient resolution values and pixel count to clearly show the documented Work in the photos when printed in 8 by 10 inch format. Acceptable digital photograph resolution values and pixel count shall remain at the discretion of the District and Approved by the Engineer.



1. Identify photographs with:
 - a. Chelan County PUD
 - b. Date: MM/DD/YYYY
 - c. Project designation: Chelan Riverwalk Extension Trail
 - d. Photograph details
 - e. Contract number: Bid No. 09-02
 - f. Time
 - g. Location
 - h. Contractor's name
 - i. Job reference number

The photograph identification data shall be added to the photograph by including it in the 'meta-data' section of the JPG file.

Submit digital photographs following Project Correspondence Procedure on a bi-monthly basis or after significant progress. Digital photographs shall be submitted in electronic format to the Engineer, unless directed otherwise by the Engineer.

4.0 PROJECT SCHEDULES

4.1 GENERAL

The Contractor shall prepare and maintain Project schedules. Schedules shall be prepared and maintained in a District Approved software format. Submittals shall be in file format with one (1) hard copy to the Engineer. Schedule logic shall be included and the critical path calculated and indicated.

Schedules shall be updated weekly to show progress, and submitted at least two (2) days prior to each scheduled Progress Meeting. Updates shall indicate actual progress against a baseline schedule established at the Preconstruction Conference. Additionally, the Schedule shall be updated and resubmitted within five (5) working days of any change known by the Contractor that could cause actual completion dates to exceed the Contract Dates specified in the Contract Documents.

4.2 OVERALL PROJECT SCHEDULE

The Contractor shall prepare and maintain a time scaled CPM (Critical Path Method) Schedule showing all significant activities from Contract award to final closeout. This



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Schedule shall show all major events, activities, milestones, and completion dates required for Completion of the Work.

The Overall Schedule shall include, as a minimum, the start date, duration time in days and the completion date for the following work items:

1. Planning and Design
2. Submittals
3. Procurement and Fabrication
4. Mobilization
5. Shipment & Delivery of equipment/material to Job Site
6. Construction (as a rollup)
7. Construction Phases (as children to the rollup)
8. Substantial Completion
9. Contract Dates for Completion, as specified in Section D
10. Demobilization

The Contractor shall assign such forces and perform the Work in such a manner as to assure compliance with the Approved Schedule and the Contract. The Contractor shall inform the Engineer of any Schedule changes.

5.0 CONTRACT CLOSEOUT SUBMITTALS

5.1 RECORD DOCUMENTS

Submit one (1) complete set of record documents including, but not limited to, the following:

1. QA/QC Documentation.
2. Operation and Maintenance Manuals
3. Certificates of Compliance and Proper Installation.
4. Warranty Documentation.

Furnish duplicate copies of warranty documents that are executed and transferable from Subcontractors, suppliers, and manufacturers as applicable.



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Final Documentation Submittal shall be a compilation of documents described above in 5.2, items 1 through 4, in order shown into a three ring binder. Provide 4 copies. Cover sheet for this binder shall include the following:

Chelan Riverwalk Extension Trail

Bid No. 09-02

MAINTENANCE INSTRUCTIONS AND FINAL DOCUMENTATION

(NAME OF CONTRACTOR)

(Date)

6.0 LIST OF APPENDICES

- APPENDIX 6.1 - LIST OF REQUIRED SUBMITTALS
- APPENDIX 6.2 - CONTRACTOR SUBMITTAL & DISTRICT REPLY FORM
- APPENDIX 6.3 - SPEEDY MEMO FORM
- APPENDIX 6.4 - RECORD OF CONVERSATION
- APPENDIX 6.5 - SERIAL LETTER LOG
- APPENDIX 6.6 - SPEEDY MEMO LOG
- APPENDIX 6.7 - SUBMITTAL LOG



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6.1 REQUIRED SUBMITTALS

SECTION NUMBER	ACTIVITY /DESCRIPTION	REQUIRED DATE: Calendar days after Notice to Proceed unless otherwise noted
01020	Contractor Safety Plan and Program	20 days prior to starting construction.
01300	Submittal Log	15 days prior to starting construction. Periodically updated.
01300	Schedule of Submittals	15 days prior to starting construction. (Approval required prior to starting construction).
01300	Progress Schedule – updates	Periodically updated.
01300	Schedule of Submittals – updates	Periodically updated.
01300	Contract Closeout	15 days after completion of work.
01330	Contractor Construction Schedule	15 days prior to starting construction.
02000	Material Safety Data Sheets (MSDS)	Periodically updated.
02000	Temporary Construction	10 days prior to starting construction.
02000	Temporary Control	10 days prior to starting construction.
02000	Spill Prevention, Containment and Countermeasures Plan (SPCC)	20 days prior to starting construction.
02300	Soil Materials	20 days prior to starting construction.
02511	Storm Drain Materials	10 days prior to starting construction.
02740	Asphalt Mix Design	10 days prior to starting construction.
03300	Concrete Materials	15 days prior to starting construction.



Section G
Specifications

6.2 CONTRACTOR SUBMITTAL & DISTRICT REPLY FORM

CONTRACTOR SUBMITTAL & DISTRICT REPLY FORM		
Submittal No.: 09-02-XXX-SXXX Rev. -		
TO: Bob Seabeck, Project Manager ATTN: Bob Seabeck P.U.D. No. 1 of Chelan County 327 N. Wenatchee Ave Wenatchee, WA 98801	Project: Contract 09-02, Chelan Riverwalk Extension Trail	
FROM:	Date Submitted:	
	Approved Submittal Schedule Date:	
Submittal Type: <input type="checkbox"/> Shop Drawing <input type="checkbox"/> Administrative <input type="checkbox"/> Sample <input type="checkbox"/> Quality Control <input type="checkbox"/> Contract Closeout <input type="checkbox"/> "Or-Equal"/Substitute		

Contractor Submittal:							District Reply:		
I T E M	No of Copies	CPUD REF (if app.)	Description of Item (Type Size, Model No, etc.)	Spec & Para No.	Drawing or Brochure No.	Contract Variation N-or-Y	Status*	Action**	Reviewed by & Date
1.									
2.									
3.									
4.									

Contractor Comments:

Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review, and submission of designated Submittal and (ii) the Submittal is complete and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.

By: _____
 CONTRACTOR (Authorized Signature)

District Comments:



Section G Specifications

Review is for general conformance with the design concept and Contract Documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the Contract Documents. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions for fabrication processes; for techniques of assembly; and performing the work safely.

Status*:	Action**:
ANR – Approval Not Required	NR – No Action Required
APP – Approved	REV – Revise and Resubmit
AAR – Approved as Revised	SR – Submit for Record
NOT APP – Not Approved	



6.3 SPEEDY MEMO

SPEEDY MEMO

Document Serial Number: 09-02-XXX-MXXX

Date:

To:

From:

Project: Contract 09-02 Chelan Riverwalk Extension Trail

Regarding:

Description/Request:

Requested Due

Date:

Attachments:

By:

Copy:

Date:

Response Assigned To (Names(s) and/or Organization(s)):

Response:

Attachments:

By:

Copy:

Date:

CCPUD Action Required:

Follow Up Variance Field Order / Change Order DWG/Spec Revision Other:
Action Completed:

By:

Date:



Section G
Specifications

6.4 RECORD OF CONVERSATION

RECORD OF CONVERSATION			
Check one: <input type="checkbox"/> Phone Call <input type="checkbox"/> Personal Contact			
Date:		Time:	
Project:	Contract 09-02 Chelan Riverwalk Extension Trail		
Person(s) Talked With:		Company / Phone Number:	
Conversation Summary:			
Significant Decisions:			
Required Actions/Follow-up:			
Signature:		Date:	
Distribution:			



6.5 SERIAL LETTER LOG

**Contract 09-02 Chelan Riverwalk Extension Trail
SERIAL LETTER LOG
(Insert Company name)**

Letter Serial Number	Cross Reference		Description	From	Reviewed By	Dated	Sent	Comments
	DWG	SPEC						
09-02-XXX-L001								



6.6 SPEEDY MEMO LOG

Contract 09-02 Chelan Riverwalk Extension Trail SPEEDY MEMO LOG (Insert Company Name)								
Speedy Memo Number	Cross Reference		Description	From	Reviewed By	Dated	Sent	Comments
	DWG	SPEC						
09-02-XXX-M001								

20090210-0211 FERC PDF (Unofficial) 01/29/2009



6.7 SUBMITTAL LOG

SUBMITTAL LOG								
Contract 09-02 Chelan Riverwalk Extension Trail								
Submittal No.	Rev	Item	PUD Cross Ref. or Spec #	Description	Date sent electronically	Date hard copy sent	Status	Comments
09-02 -XXX-S001								

END OF SECTION



DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01311

COORDINATION AND MEETINGS

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**DIVISION 1 – GENERAL REQUIREMENTS
SECTION 01311
COORDINATION AND MEETINGS**

1.0 COORDINATION

The Contractor shall inform the District in writing of the address for sending official correspondence and the address, telephone number, and fax number of Contractor's representative who will be the Contractor's Project Manager for the Contract.

Throughout the duration of the Contract, the Contractor shall keep the District informed in writing of the names, addresses, telephone numbers, mobile phone numbers, e-mail addresses and fax numbers of Contractor's and Subcontractor's field representatives who are responsible for Work activities on the Project site.

The Contractor is responsible for coordinating the Work performed off site with the Work performed on site to maintain progress and Project schedules. Site Work shall be in accordance with Section 02000, Site Construction and Coordination.

2.0 MEETINGS

General: The Contractor shall participate in planned and unplanned meetings with the District to properly coordinate the Work. The Contractor shall prepare notes of each meeting and submit them to the District for review and approval within two (2) days of the meeting. The District's comments will be returned and the Contractor shall finalize the notes and transmit them electronically within one (1) day of receipt of the District's comments.

2.1 PRECONSTRUCTION CONFERENCE

Schedule: A preconstruction conference will be held at the District's Headquarters Building in Wenatchee, WA, prior to the start of on-site activities.

Meeting Agenda: The meeting agenda will be prepared by the District in advance of the meeting and will include a review of the site safety, status of submittals, and organization and coordination with District and other Subcontractors.

Meeting Participants: Contractor, representatives from principal Subcontractors, and others (as may be required) shall participate in the preconstruction meeting. Contractor shall submit proposed preconstruction meeting attendee list for review by the District, at least five (5) days prior to the meeting.



2.2 PERIODIC PROGRESS MEETINGS

Schedule: Meetings at the Project site, or other location, shall be scheduled as needed over the course of the Work As Directed by the District.

Meeting Agenda: The meeting agenda will be prepared by the District in advance of the meeting and will include, but not limited to the following:

1. Review minutes of previous meetings
2. Review unresolved issues
3. Review cost and schedule issues
4. Review Work in progress, problems, difficulties or delays
5. Review scheduled activities for the current and subsequent week
6. Review methods being employed for the Work
7. Review workmanship, quality issues and other deficiencies in the Work
8. Review incidents, accidents and injuries
9. Observations and decisions

District shall have final decision on the progress meeting schedule and location.

2.3 EXPENSES

All participants shall be responsible for their own expenses to attend meetings.

END OF SECTION



DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01330

SUBMITTAL PROCEDURES

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**DIVISION 1 – GENERAL REQUIREMENTS
SECTION 01330
SUBMITTAL PROCEDURES**

1.0 GENERAL

1.1. SCOPE

These requirements shall apply to all equipment and materials supplied on the Project. The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of Work shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the requirements of the Specifications and Contract Drawings. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment that are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated.

The Contractor shall ensure that there is no conflict with other submittals and notify the District in each case where his submittal may affect the Work of another Contractor or the District. The Contractor shall ensure coordination of submittals among the related crafts and Subcontractors and shall verify such coordination on all submittals.

1.2. WORK INCLUDED

Submittals required for this Work shall include any or all of the following As Required by the particular Specification section and the submittal schedule:

- Construction Schedules, by critical path method
- Product Submittals:
 - Manufacturer's Literature
 - Shop Drawings
 - Color and Material Samples
 - Design Calculations
 - Test Reports
- Post Construction (Record) Drawings (See Section 01300)
- Payment Schedules



1.3. SUBMITTAL INFORMATION

Shop, catalog, and other appropriate drawings and information shall be submitted to the District for review prior to fabrication or ordering of all equipment and materials specified. The number of copies of submittal information to be submitted shall be as indicated below.

All submittal information shall be sent to the District through the Contractor. The Contractor shall assign a separate submittal number to each item or group of items that relate to each Specification section. Submittal numbers shall be assigned in consecutive ascending order, with the first Project submittal assigned the number "1." Resubmittals shall be numbered using the same number followed by an alphabetical suffix. All submittals shall bear the Contractor's certification that he has reviewed, checked and Approved the submittal information prior to transmitting to the District. The submittal number and related Specification section shall be marked on each submittal.

1.4. PAYMENT

No separate or additional payment will be made for the work specified herein. All costs of the Work specified herein shall be included in the Lump Sum price bid for MOBILIZATION AND DEMOBILIZATION in accordance with Section 01270, Measurement and Payment, of the Specifications.

2.0 PRODUCTS

2.1. CONSTRUCTION SCHEDULE

The Contractor shall submit construction schedules with a critical path.

2.2. PRODUCT SUBMITTALS

2.2.1. GENERAL

When the Contract Documents require a submittal, the Contractor shall submit the specified information as follows:

- Three (3) copies to be retained by the District plus the number to be returned to the Contractor of all the submitted information.

Unless otherwise specified, within ten (10) calendar days after receipt of the submittal, the District shall review the submittal and return the



Contractor's copies of the marked-up submittal noted above. The reproducible original will be retained by the District. The returned submittal shall indicate one of the following actions:

- If the review indicates that the material, equipment or Work method complies with the Project Specifications, submittal copies will be marked "NO EXCEPTIONS TAKEN." In this event, the Contractor may begin to implement the Work method or incorporate the material or equipment covered by the submittal.
- If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED." The Contractor may begin implementing the Work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in O&M data, a corrected copy shall be provided.
- If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "AMEND AND RESUBMIT." Except at his own risk, the Contractor shall not undertake Work covered by this submittal until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."
- If the review indicates that the material, equipment, or Work method does not comply with the Project Specifications, copies of the submittal will be marked "REJECTED - SEE REMARKS." Submittals with deviations that have not been identified clearly may be rejected. Except at his own risk, the Contractor shall not undertake the Work covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

2.2.2. MANUFACTURER'S LITERATURE

Where the contents of submitted literature includes data not pertinent to the submittal, the portion(s) of the contents being submitted for the District's review shall be clearly indicated.



2.2.3. SHOP DRAWINGS

Shop Drawings shall be submitted in the form of blue-line or black-line prints of each sheet. Blueprint submittals will not be acceptable.

All Shop Drawings shall be accurately drawn to a scale sufficiently large enough to show pertinent features and method of connection or joining. On all Shop Drawings, figure dimensions shall be used as opposed to scaled dimensions.

2.2.4. COLOR AND MATERIAL SAMPLES

All material samples shall be of the exact article proposed to be furnished for the Work and shall be submitted in the quantity required. Samples shall be returned to the Contractor, with one (1) retained by the District.

Unless the precise color is specifically described in the Specifications or on the Contract Drawings, or whenever a choice of color or pattern is available in a specified product, accurate color charts shall be submitted to the District for his review and selection.

2.2.5. DESIGN CALCULATIONS

Where required in the Specifications, a minimum of seven (7) copies of design calculations shall be submitted to the District. Design calculations shall be complete, concise, and in an easy-to-read format. If required in the particular section to which the design calculations pertain, test data and calculations from previous full-scale pilot or treatment plant testing shall be submitted with the design calculations. All design calculations shall be stamped by a Professional District licensed in the State of Washington.

2.2.6. TEST REPORTS

A minimum of seven (7) copies of all test reports shall be submitted to the District.



3.0 EXECUTION

3.1. IDENTIFICATION OF SUBMITTALS

3.1.1. GENERAL

Each submittal shall be accompanied by a letter of transmittal showing the date of transmittal, Specification section or Contract Drawing number to which the submittal pertains, submittal number, and a brief description of the material submitted.

3.1.2. RESUBMITTALS

When material is resubmitted for any reason, it shall be submitted under a new letter of transmittal and referenced to the previous submittal.

3.2. REVIEW OF SUBMITTALS

The District shall review all submittals for general conformance with the design and other requirements of the Contract Documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the Contract Documents. Submittals may be rejected based on inadequate information and/or not meeting the requirements of the Specifications or Contract Drawings. Rejection of submittals requires action on the part of the Contractor to correct the reason for the rejection. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes and for techniques of assembly and installation.

3.3. COORDINATION OF PRODUCT SUBMITTALS

3.3.1. GENERAL

Prior to submittal for review by the District, all data shall be fully coordinated, including the following:

- All field dimensions and conditions.
- All trades and public agencies involved, including necessary approvals.
- All deviations from the Contract Documents.



3.3.2. GROUPING OF SUBMITTALS

All submittals shall be grouped with associated items, unless otherwise specifically permitted by the District.

The District may reject the submittals in their entirety or any part thereof, if not in accordance with the Contract Documents.

3.3.3. CERTIFICATION

Submittals shall bear the Contractor's certification that he has reviewed, checked, and Approved the Shop Drawings prior to forwarding them to the District.

3.4. TIMING OF PRODUCT SUBMITTALS

3.4.1. General

All submittals shall be made far enough in advance of installation to provide all required time for reviews and securing necessary approvals.

In scheduling, the Contractor shall allow at least fourteen calendar days for the District's review following his receipt of the submittal.

Where a minimum of seven (7) copies are required for submittal (Shop Drawings, manufacturer's literature, etc.), three (3) copies will be retained by the District and the remaining copies returned to the Contractor.

3.4.2. Delays

No additional or separate payment will be made for costs of delays occasioned by tardiness of submittals on the part of the Contractor.

3.5. SUBSTITUTIONS

3.5.1. General

See General Conditions Section 5.12, Compliance with Contract Documents for requirements relative to substitutions.



3.5.2. Availability of Specified Items

Verify prior to bidding that all specified items will be available in time for installation during orderly and timely progress of the Work.

In the event the specified item or items will not be available, notify the District prior to submittal of bid.

Costs of delays because of non-availability of specified items, when such delays could have been avoided by the Contractor, will be backcharged as necessary and shall not be borne by the District.

END OF SECTION



DIVISION 1 – GENERAL REQUIREMENTS
SECTION 01410 - INSPECTION ELEMENTS – SUMMARY MATRIX

Name of Project: Chelan Riverwalk Extension Trail
Responsible party: Bob Seabeck

Notes:

- 1) Indicate Specification reference with criteria.
- 2) Results and Inspector's name can be placed in last two columns.

Plan Section No. and Inspection Criteria

Identification of Item to be Inspected	Characteristics to be Inspected	Acceptance Criteria	Inspection Method/Test	Witness/ Hold Points	Results	Inspector
DIVISION 1 GEN. REQUIREMENTS						
Accident Prevention Program and all other safety related planning	Content	Conformance with Specification Meets Washington State L&I requirements	Review	Hold		
Spill Protection, Control and Countermeasure's Plan	Content	Per Specification 02000	Review	Hold		
DIVISION 2 SITE CONSTRUCTION						
Pre-Construction Survey	Proper Alignment	Per Plans	Visual	Witness		
Clearing & Grubbing	Completeness	Complete removal and proper disposal	Visual	Hold		
Embankment Foundation	Condition	Preparation for structural fill	Visual	Hold		
Structural Fill Compaction	Density	Appropriate ASTM test procedures for Field Density of Compacted Soil Materials	Field Density and laboratory Density Test. (Testing provided by the District)	Hold		



Section G
Specifications

Identification of Item to be Inspected	Characteristics to be Inspected	Acceptance Criteria	Inspection Method/Test	Witness/ Hold Points	Results	Inspector
24" Culvert Video	Installation	Conformance to Specs	Visual via video	Witness		
Trail CSBC Compaction	Density	Appropriate ASTM test procedures for Field Density of Compacted Soil Materials	Field Density and laboratory Density Test. (Testing provided by the District)	Hold		
Trenching	Bedding, Backfill, compaction	Specifications	Visual	Witness		
Rail Fence	Spacing, Position	Specification, Location	Visual	Hold		
Observation Lookouts	Appearance	Conformance to Contract Drawings	Visual	Witness		
Embankment Irrigation System	Leakage	Specification	Leakage	Hold		
ACP Placement	Compaction Method	Specifications	Visual, Field Density	Hold		
Erosion Blanket	Installation	Specification	Visual	Witness		
Pavement Marking	Layout	Specifications, Contract Drawings	Visual	Hold		
DIVISION 3 CONCRETE						
Formwork	alignment, overall dimensions, materials, construction	Specifications and Construction Drawings	Visual	Hold		
Reinforcing Steel	Size, number, spacing, placement, material	Specifications and Construction Drawings	Shop Drawing submittal Review and visual inspection in the field by Pacific Engineering	Hold		



**Section G
Specifications**

Identification of Item to be Inspected	Characteristics to be Inspected	Acceptance Criteria	Inspection Method/Test	Witness/ Hold Points	Results	Inspector
Cast-In-Place Concrete	Mix Design, Slump, Compressive Strength, Air Content	Specifications and Drawings	Review of Mix Design Submittal and Field Testing per Specifications	Hold		
Concrete Finishing	Method of finishing	Specifications	Visual	Witness		
Concrete Curing	Method of curing	Specifications	Visual	Witness		

END OF SECTION

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DIVISION 2 – SITE CONSTRUCTION
SECTION 02000
SITE CONSTRUCTION AND COORDINATION

1.0 GENERAL INFORMATION

This section covers the general requirements applicable to performing construction activities for the Chelan Riverwalk Trail Extension.

2.0 REFERENCES

Part IV of the "Manual on Uniform Traffic Control Devices for Streets and Highways," published by the U.S. Dept. of Transportation.

3.0 SUBMITTALS

3.1 ADMINISTRATIVE SUBMITTALS

1. The Contractor shall submit any copies of permits and approvals for construction As Required by laws and regulations and governing agencies.
2. Submit and post copies of Material Safety Data Sheets (MSDS's) for any new chemicals brought onto the site which were not included in the original submittal of MSDS information.

3.2 TEMPORARY CONSTRUCTION FACILITIES

3.2.1 Temporary Construction Submittals

1. Parking area plans
2. Location of sanitary facilities
3. Contractor's field office, storage yard
4. Fencing and protective barrier locations and details
5. Staging area location plan
6. Traffic control and routing plans

3.2.2 Temporary Control Submittals

1. Dust control plan
2. Waste water control plan
3. Plan for disposal of waste materials



4.0 PROTECTION OF WORK AND PROPERTY

4.1 GENERAL

- 4.1.1 All existing facilities shall be protected whether or not shown on the Contract Drawings. Upon completion of the Work at the Project site, all the existing facilities, not included as a portion of the Work, shall be left in a condition equal to the original condition prior to the Contract. Costs for repair and restoration of any facilities shall be considered to be incidental and included in the Contract Price.
- 4.1.2 The Contractor shall submit a plan for protecting the Chelan Dam Centerline survey monument located adjacent to the proposed trail above the dam's south abutment.
- 4.1.3 Perform Work in a systematic manner that minimizes inconvenience to the District, other Contractors and the public.
- 4.1.4 Maintain in continuous service all existing electrical, mechanical, water, sewer, communication and all other utilities encountered along the line of work, unless other arrangements satisfactory to Owners (District) of said utilities have been made. Specifically the existing 6-inch irrigation pipe to be relocated shall remain in service during entire construction with the exception of a brief 4-hour outage to reconnect the existing pipe to new pipe.
- 4.1.5 Where completion of Work requires temporary or permanent removal and/or relocation of an existing utility, coordinate all activities with Owner of said utility, perform all Work to their satisfaction, and bear all costs incurred.
- 4.1.6 Keep fire hydrants and water control valves free from obstruction and available for use at all times.
- 4.1.7 In areas where Contractor operations are adjacent to or near a utility such as communication equipment, electric power, water, or sewer systems and where such operations may cause damage or inconvenience, suspend operations until arrangements necessary for protection thereof have been made by Contractor.
- 4.1.8 Notify the District of areas that will be affected by construction operation at least two (2) business days in advance.



4.1.9 Do not impair operation of existing site drainage or runoff. Prevent construction material, pavement, concrete, earth, volatile and corrosive wastes, and other debris from entering site drainage channels or culverts. Maintain original site drainage wherever possible.

4.2 TRAFFIC CONTROL

4.2.1 Barricades, Danger and Detour Signs

The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient traffic and other control lights, danger signals, and detour and other signs; provide a sufficient number of watchmen; and take all necessary precautions for the protection of the Work and the safety of the public. Roads closed to traffic shall be protected by effective barricades, and obstruction shall be continuously illuminated day and night. Suitable warning signs shall be illuminated by lanterns at night.

4.2.2 Warning Signs

Warning signs shall be erected 50-feet in advance of any place on the Project where operations interfere with the use of a road by traffic. Warning signs shall conform to the standards established in Part IV of the "Manual on Uniform Traffic Control Devices for Streets and Highways," published by the U.S. Dept. of Transportation. Provide As Required and in sufficient quantity to safeguard public and Work.

4.2.3 Flaggers

The Contractor shall furnish all personnel for flagging, spotting, for the execution of all procedures related to temporary traffic control and for the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control traffic during construction operations.

Workers engaged as flaggers or spotters shall wear reflective vests and hard hats. All flaggers and spotters shall possess a current flagging card issued by the State of Washington. The flagging card shall be immediately available and shown to the District upon request.

4.2.4 Submittal

The Contractor shall submit a Traffic Control Plan to show the methods for handling traffic at the Project site. All construction signs, flaggers, spotters, and other traffic control devices shall be shown in the plan. Flagging stations shall be shown on the Traffic Control Plan at locations where construction operations require stopping or diverting District, Public, or Contractor traffic.



5.0 PROJECT WORK AREAS AND ACCESS

5.1 ACCESS BY DISTRICT PERSONNEL

Provide access for District personnel and equipment when requested in work areas.

5.2 CONTRACTOR'S STAGING AREA

The Contractor's staging area shall be restricted to the work areas shown on the Contract Drawings, unless otherwise Approved. The Contractor shall submit a plan describing their use of the identified staging area or other proposed staging area.

6.0 VEHICLES

All Contractor's and Subcontractor's vehicles, all private vehicles of the Contractor and Contractor's employees, Subcontractors, and all delivery vehicles of equipment and materials shall be restricted to the Work area. Vehicles will not be allowed access onto District secured property near the Dam.

6.1 PARKING AREAS

Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, District's operations, or construction operations.

6.2 EMERGENCY NOTIFICATION

The Contractor shall be responsible for furnishing emergency notification system prior to the employee's work on the Project site. The system shall notify all personnel of an emergency action. The method of notification and the devices shall be coordinated with the District Security Officer and District Operations.

7.0 TEMPORARY FACILITIES

7.1 FIELD OFFICES

At the Contractor's option the Contractor may install one office trailer at the Project site. The Contractor shall coordinate location of any office trailers and Contractor parking with the District.

Construction shanties, sheds, and temporary facilities provided by Contractor shall be maintained in good condition and neat appearance.

All storage, staging, field fabrication and field office operations shall be confined to the Approved staging areas. Staging areas shall be kept clean and orderly.



7.2 STORAGE OF EQUIPMENT AND MATERIALS

Storage of equipment and materials will be permitted only in designated staging areas and as set forth below, unless otherwise Approved. All equipment and materials proposed for temporary storage areas within the District allocated staging areas shall be Approved in advance. Contractor shall be responsible for all costs associated with the development and restoration of these areas.

8.0 EXISTING FACILITIES

8.1 SANITATION FACILITIES

Temporary sanitation facilities shall be furnished by the Contractor and shall be in accordance with local ordinances, and shall be located within the work area at Approved locations. Contractor shall regularly service, clean, and maintain facilities and enclosures.

9.0 UTILITIES

All utilities that are required for use in performance of the Work at the Project site under this Contract shall be Contractor furnished unless otherwise specified.

9.1 LIGHTING

The Contractor shall provide temporary lighting if necessary to meet all applicable safety requirements to allow erection, application or installation of materials and equipment, and observation or inspection of the Work.

9.2 WATER

The Contractor shall furnish all water necessary for construction, including dust control, and contain all wastewater produced from construction activities.

Contractor shall furnish drinking water with suitable containers, cups, and trash receptacles for use of employees. Drinking water dispensers shall be conveniently located in all areas where Work is in progress.

9.3 TELEPHONE AND SERVICE

The Contractor shall provide its own phone service As Required for construction. Cellular phones may be used.

10.0 FIRE PROTECTION

Furnish and maintain on site adequate firefighting equipment capable of extinguishing incipient fires. Comply with applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations [NFPA No. 241]. Delays due to fire will not be acceptable as the basis of a claim for additional compensation.



11.0 TEMPORARY CONTROLS

11.1 GENERAL

The Contractor shall follow all Local, State, and Federal laws relating to pollution prevention and control; and the Contractor shall keep him or herself fully informed of all such regulations which may affect his Work. All costs related to Temporary Controls shall be incidental to the Work, and no separate payment will be made therefore.

11.2 AIR POLLUTION CONTROL

Contractor shall:

1. Minimize air pollution from construction operations. Burning of waste materials, rubbish, or other debris will not be permitted on or adjacent to site.
2. Conduct operations of dumping and of carrying waste material away to cause a minimum of dust.
3. Provide dust control for unpaved streets, roads, detours, or haul roads used in the construction area by means of a dust-preventive treatment or by periodic application of water to prevent dust.

11.3 NOISE CONTROL

The Contractor shall comply with the city of Chelan ordinances for noise control.

11.4 WATER POLLUTION CONTROL

Contractor shall comply with procedures outlined in U.S. Environmental Protection Agency manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning" and "Implementation, Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity."

Contractor shall not dispose of volatile wastes such as mineral spirits, oil, chemicals, or paint thinner in storm or sanitary drains. Disposal of wastes into streams or waterways is prohibited. Provide acceptable containers for collection and disposal of waste materials, debris, and rubbish.

11.5 EROSION, SEDIMENT, AND FLOOD CONTROL

The Contractor will provide, maintain, and operate temporary facilities to control erosion and sediment releases. All measures shall meet current Chelan County and Department of Ecology storm water management requirements.

12.0 CLEANING DURING CONSTRUCTION

All Work areas at the Project site shall be kept reasonably neat on a daily basis. All debris resulting from the Contractor's Work, such as unused or excess pavement materials, packing cases, oil and grease spills, and other debris shall be collected,



removed, and properly disposed of off the Project site. The District's trash cans, dump boxes, and other containers shall not be used. Liquid waste shall not be disposed of in existing drains. All costs of removing debris shall be incidental to the Work, and no separate payment will be made therefore.

13.0 HAZARDOUS MATERIALS

The Contractor performing the Work shall manage any Hazardous Substances appropriately and at all times be responsible for continuous compliance with the Washington Administrative Code 173-303, 296-155 and all applicable federal, state, and local regulations and standards for all other substances.

The Contractor shall follow all local, state and federal laws when removing, handling, or disturbing any hazardous substances as part of the Work. The cost of this work shall be borne by the Contractor. Eating and drinking shall not be permitted in areas containing Hazardous Materials.

The Contractor shall make every effort to minimize the amount of hazardous waste generated through measures such as using alternative non-hazardous materials, recycling, etc. Where the use of Hazardous Materials is necessary, the Contractor shall take steps to use the minimum amount required to complete the task.

Hazardous wastes generated shall be carefully segregated so as to not mix waste products that require different treatment and disposal. The Contractor is responsible for ensuring that all Work is completed in order that the hazardous materials can be properly characterized, designated, packaged, labeled, manifested and removed from the site.

13.1 MSDS AND WASTE HANDLING SUBMITTAL

- A. In addition to the Contract language stated in Section C, General Conditions, 11.13 Material Safety Data Sheets, the following must be submitted if applicable:
1. Spill/discharge prevention and reporting.
 2. Onsite handling and storage procedures.
 3. Waste collection and containment procedures, including ventilation plans (if applicable), and methods which will be used to assure that contaminants do not enter the environment.
 4. Hazardous Substances spill and cleanup plan including tools and materials that will be on hand and readily available to facilitate containment and cleanup.



13.2 PERSONNEL

Contractor's personnel exposed to Hazardous Substances and wastes shall be trained in proper handling, storage, and protection from Hazardous Substances.

13.3 DISPOSAL

Any Hazardous Substances brought on-site by the Contractor, including any unused chemical products are the responsibility of Contractor and shall be disposed of in accordance with all applicable Federal, State, and local regulatory requirements.

Final disposal of hazardous waste off of District facilities generated as a result of the Contract work shall be the responsibility of the District. All recyclable material shall be sent to an Approved recycling facility by the Contractor.

13.4 HAZARDOUS WASTE STORAGE

Hazardous Substances shall be stored in appropriate containers and labeled in accordance with the applicable regulations and standards. All containers, including steel drums used for hazardous material storage shall be purchased by the Contractor and in new condition.

The Contractor shall identify the Hazardous Substances storage areas that are located within the construction limits.

13.5 SPILL RESPONSE

The Contractor shall prepare and submit the spill prevention, control, and countermeasures plan in accordance with Section 1-07.15(1) of the 2006 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction.

Any release (spill) of a chemical or petroleum product to the ground, open waterway, sanitary sewer, storm drain or air, requires quick and effective action on the part of those involved or anyone who notices the release. The Project Engineer and/or District Representative shall be contacted immediately if there is a spill or if emergency conditions develop as a result of a spill. The Contractor is responsible for all spill clean-up. Promptly reporting and initiating a cleanup of the spill will mitigate further damage and prevent potential fines or penalties. The Contractor will work with the District to manage the waste generated from the clean-up of spills or release of Hazardous Substances. The Contractor will work with the District for contacting the necessary authorities, dispatching clean-up crews and fulfilling any reporting requirements.



14.0 PROJECT SITE COORDINATION

Contractor shall be responsible for coordinating the manufacture, testing, inspection, storage and delivery of all products furnished under this Contract.

Contractor shall be responsible for delivery and on-site storage and handling of all equipment and material to the Project site.

The Contractor shall provide a minimum of seventy two (72) business hours notice to the District for any support or coordination required from the District or others.

END OF SECTION



DIVISION 2 – SITE CONSTRUCTION

SECTION 02230

SITE CLEARING

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**DIVISION 2 – SITE CONSTRUCTION
SECTION 02230
SITE CLEARING**

1.0 GENERAL

1.1. SCOPE

The work specified in this section shall consist of clearing, grubbing, and stripping of the proposed Project areas to include Embankment and Trail construction.

1.2. DEFINITIONS

"Clearing, grubbing, and stripping debris" as hereinafter used shall be considered as all material removed by the clearing, grubbing, and stripping operations.

1.3. PAYMENT

All costs of the Work specified herein shall be included in the various Unit and Lump Sum bid items as described in Section 01270 Measurement and Payment.

2.0 PRODUCTS (NOT USED)

3.0 EXECUTION

3.1. CLEARING

The site shall be cleared to the limits indicated in the Contract Drawings. The Contractor shall protect in place any utility structures, survey monuments, piping, vegetation or other materials within the clearing limits that are designated to remain in place as identified on the Drawings or in the field.

Clearing shall include removal and disposal of all concrete, asphalt, abandoned metal items or equipment, brush, trees, logs, upturned stumps, roots of downed trees, rubbish, and debris.

3.2. GRUBBING AND STRIPPING

Grubbing and stripping shall include the removal from the ground and disposal of all stumps, roots and other decomposable vegetation for which removal is not elsewhere provided in the Specifications.



Grubbing shall be to the depth necessary to remove all stumps, large roots and all other objectionable material.

Stripping shall be performed to a minimum depth of 8 inches in order to remove the root zone of existing vegetation.

3.3. DISPOSAL OF CLEARING AND GRUBBING DEBRIS

Clearing and grubbing debris shall be disposed of by hauling to the disposal site shown in the Drawings. Material removed shall be systematically dumped, compacted, and graded at the specified location on-site.

Burning may be permitted only with the approval of the appropriate authorities. Burned material may be disposed of at the designated site.

END OF SECTION



DIVISION 2 – SITE CONSTRUCTION

SECTION 02300

SITE EARTHWORK

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DIVISION 2 – SITE CONSTRUCTION
SECTION 02300
SITE EARTHWORK**1.0 GENERAL****1.1 SCOPE**

The Work specified in this section shall consist of site earthwork for the embankment, trail and irrigation main trench.

1.2 PAYMENT

All costs of the Work specified herein shall be included in the various Unit and Lump Sum bid items as described in Section 01270 Measurement and Payment.

1.3 REFERENCES

1.3.1 Washington State Department of Transportation (WSDOT), 2008 Standard Specifications for Road, Bridge, and Municipal Construction.

1.3.2 American Society for Testing and Materials (ASTM)

1. ASTM D422, Standard Test Method for Particle-Size Analysis of Soils
2. ASTM D1557, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lb/ft³).
3. ASTM D2922, Standard Test Methods for Density of Soil and Soil Aggregate in Place by Nuclear Methods.

1.3.3 Occupational Safety and Health Act (OSHA)

1. Construction Safety Standards.
2. Occupational Safety and Health Standards.

1.3.4 Washington Industrial Safety and Health Act (WISHA)

1.3.5 Washington Safety Standards for Construction Work; Excavation, Trenching, and Shoring: Chapter 296-155, Part N, WAC.

1.4 QUALITY ASSURANCE**1.4.1 Imported Materials**

The Contractor shall ensure that imported materials are Approved by the District before hauling to the site. The District maintains the right to reject any materials that, in the District's opinion, are determined to be substandard for any reason. In the event



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material is hauled to the site without prior approval and is determined by the District to be unacceptable, all materials shall be removed from the site at no additional cost to the owner.

1.4.2 Gradation Testing

Prior to hauling to the site, the Contractor shall submit sieve analysis results and suppliers' certification of compliance for each imported material. The Contractor shall also submit sieve analysis results for on-site materials to be incorporated into the work when requested by the District.

1.4.3 Optimum Moisture Content

Shall be determined in accordance with ASTM Standard specified to determine maximum dry density for relative compaction. Determine field moisture content on basis of fraction passing 3/4-inch sieve. Optimum moisture content and maximum density tests shall be made by an independent testing laboratory and paid for by the Contractor.

1.4.4 Compaction Testing

The Contractor shall be responsible for ensuring compaction methods achieve the specified requirements. The District will obtain and pay for the services of an independent soils testing laboratory to conduct on-site density tests during material placement. The Contractor shall obtain and pay for the services of an independent soils testing laboratory to determine maximum dry density.

1.4.5 Relative Compaction

Relative Compaction is the ratio, in percent, of as-compacted field dry density to laboratory maximum dry density as determined by ASTM D1557. Apply corrections for oversize material to either as-compacted field dry density or maximum dry density, as determined by the District.

1.4.6 Prepared Ground Surface

Ground surface after completion of required site clearing, removal of unsuitable foundation, excavation to grade, and subgrade preparation including compaction and moisture conditioning.

1.4.7 Placement Tolerances

Lines: ± 0.5 foot.

Elevations: ± 0.1 foot.



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1.4.8 Protection

1. All excavations shall be in accordance with applicable OSHA and WISHA Construction Industry Standards and Chapter 296-155, Part N, WAC. The Contractor shall provide shoring, signs, barricades, etc., and shall maintain traffic where excavations cross roads or other traveled ways. Temporary excavation slopes shown on the Contract Drawings are for illustrative purposes only. Actual slopes shall be determined by the Contractor, and are the sole responsibility of the Contractor. The maximum slope of an excavated surface shall be 1.5H:1V.
2. The Contractor shall protect structures, utilities, roadways, landscaped areas, and other facilities immediately adjacent to excavations, and shall restore such damaged facilities to the preconstruction condition.
3. The Contractor shall not store equipment within five (5) feet of the upper edge of any excavation, or farther as deemed necessary to ensure safety.
4. The Contractor shall be responsible for dewatering work, if any. No additional payment will be made for water encountered in any excavation or other work area. The Contractor shall take all necessary precautions to prevent silt laden runoff from leaving the site and entering the Chelan River, in accordance with Section 02370, SOIL EROSION AND SEDIMENT CONTROL.

2.0 PRODUCTS

2.1 SUBMITTALS

The Contractor shall provide the following submittals in accordance with Section 01330, Submittal Procedures:

- 2.1.1 Documentation indicating the origin of imported materials.
- 2.1.2 Name and qualifications of the testing laboratory.
- 2.1.3 Laboratory Test Certificates indicating particle size distribution (sieve analysis), optimum moisture and maximum dry density lab test results for each fill material having a compaction requirement.

2.2 SOIL MATERIALS

2.2.1 UNSUITABLE FOUNDATION EXCAVATION

The Contractor shall excavate unsuitable natural ground prior to placing any material specified in this section. Unsuitable material shall include material lying beyond the limits described in Section 02230, Site Clearing, which includes peat, muck, swampland, buried logs and stumps, or other material that may provide for an unstable foundation as determined by the Engineer. The Contractor shall excavate such material to the boundaries set by the Engineer. The Engineer will be solely responsible for determining the suitability of natural ground for the trail and embankment base.



2.2.2 EMBANKMENT STRUCTURAL FILL

Structural fill for embankment shall be Gravel Borrow conforming to Section 9-03.14(1) of the WSDOT Standard Specifications. The structural fill material shall be free from organic matter and other deleterious materials.

2.2.3 BACKFILL FOR 6-INCH IRRIGATION PIPE ZONE BEDDING

Backfill for the 6-inch Irrigation Pipe Zone Bedding shall be native sand material removed from site excavations and stockpiled for reuse. The native material shall be free from organic matter and other deleterious materials.

2.2.4 GRAVEL BACKFILL FOR 24-INCH CULVERT PIPE ZONE BEDDING

Gravel Backfill for the 24-inch Culvert Pipe Zone Bedding shall conform to 9-03.12(3) of the OSDOT Standard Specifications.

2.2.5 CRUSHED SURFACING BASE COURSE (CSBC)

Crushed surfacing base course shall conform to Section 9-03.9(3) of the WSDOT Standard Specifications.

2.2.6 CRUSHED SURFACING TOP COURSE (CSTC)

Crushed surfacing top course shall conform to Section 9-03.9(3) of the WSDOT Standard Specifications.

2.2.7 GRAVEL BACKFILL FOR DRYWELLS

Gravel backfill for drywells shall conform to Section 9-03.12(5) of the WSDOT Standard Specifications.

3.0 EXECUTION

3.1 PRIOR WORK

Before conducting any site earthwork the Contractor shall have installed Temporary Erosion and Sediment Control devices as shown in the Contract Drawings to the satisfaction of the District.

3.2 GENERAL REQUIREMENTS

Excavation, compaction and backfill for pipelines shall be formed by either excavating or compacting fill, As Required, to provide the cross-sections as shown on the Contract Drawings.

Excavation shall consist of the removal of any and all material encountered, including debris, rubble, concrete, metal, topsoil, cutting and removal of existing surfacing, tree



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stumps, trees, logs, abandoned rail ties, piling, riprap, etc., and including the cost of dewatering, if necessary.

Excavations shall be kept free of water, both surface water and groundwater, during the excavation, installation of pipelines and structures and the placement of backfill.

Trench shoring may be required. All shoring and bracing or sheeting required to perform and protect the excavation and to safeguard the employees, shall be furnished by the Contractor. Contractor shall perform all excavations so that the trench safety requirements of Washington Industrial Safety and Health Act Chapter 49.17 RCW are met

No timber bracing, lagging, sheathing or other lumber shall be left in any excavation except with permission of the Engineer and in the event such permission is granted, no separate payment shall be allowed for bearing such material.

3.3 DISPOSAL OF EXCAVATED MATERIALS

Excavated material shall be hauled to the Approved waste site shown in the Contract Drawings. Material removed shall be systematically dumped, compacted, and graded at the waste site.

Burning may be permitted only with the approval of the appropriate authorities. Burned material may be disposed of at the waste site.

3.4 WET WEATHER EARTHWORK PROTECTION

When, in the opinion of the Engineer, the weather is such that satisfactory results cannot be obtained, the Contractor shall suspend operations until the weather is favorable. Inclement weather conditions which require suspension of construction activities shall be noted by Contractor and District. Suspension of Work due to weather shall not be sufficient justification for Contractor claims against the District.

No materials shall be placed in snow or on a soft muddy or frozen subgrade. The ground surface in the construction area shall be sloped to promote the rapid runoff of precipitation and to prevent ponding of water. During wet weather conditions when work resumes earthwork shall be accomplished in small sections to minimize exposure. Materials shall not be left in an uncompacted condition for an extended period of time during poor weather or when a reasonable chance for a precipitation event exists. A smooth drum vibratory roller, or equivalent, shall be used directly following placement of material to seal the ground surface.

3.5 TRAIL & SIDEWALK CONSTRUCTION

Construction of the trail/sidewalk shall generally proceed in the following sequence:



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- 3.5.1 Survey and stake the proposed alignment using survey points provided by the District. Survey layout of trail horizontal and vertical curves is not required; rather curves should be approximated using District provided trail centerline points.
- 3.5.2 Complete site clearing as specified in Section 02230, Clearing and Grubbing and to the extents indicated in the Contract Drawings.
- 3.5.3 Shape the entire sub-grade to a uniform surface running reasonably true to the line, grade, and cross-section as indicated in the Contract Drawings.
- 3.5.4 If necessary, the Contractor shall process the sub-grade in cut areas to remove materials too coarse for mechanical trimming or too soft for compaction.
- 3.5.5 Install utilities (irrigation pipes, storm drain, etc.) as shown in the Contract Drawings.
- 3.5.6 Place materials where the Contract Drawings indicate to bring trail to grade. The Contractor shall water and compact these added materials as needed to produce a true finished sub-grade.
- 3.5.7 Sub-grade preparation shall be made at least 300 feet ahead of placing of crushed surfacing base material.
- 3.5.8 Place and compact the CSBC to achieve ninety percent (90%) of the maximum dry density using the modified Proctor, per ASTM D1557. If the underlying material is too soft to permit proper compaction of the CSBC, the Contractor shall loosen, aerate (or excavate and remove), and compact the sub-grade until the CSBC layer can be compacted As Required.
- 3.5.9 Place and roll Hot Mix Asphalt per Section 02740, Hot Mix Asphalt.
- 3.5.10 Place CSBC along edges of trail as shown in the Contract Drawings to provide smooth taper to existing ground.

3.6 EMBANKMENT SUBGRADE PREPARATION

Construction of the embankment shall generally proceed in the following sequence:

- 3.6.1 Survey and stake the embankment footprint and culvert alignment.
- 3.6.2 Complete site clearing as specified in Section 02230, Clearing and Grubbing and to the extents indicated in the Contract Drawings.
- 3.6.3 Excavate unsuitable material as determined by the engineer, if any.
- 3.6.4 Drain water from all low spots or ruts, if any.



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- 3.6.5 Shape the entire subgrade to a uniform surface running reasonably true to the line, grade, and cross-section as indicated in the Contract Drawings.
- 3.6.6 Install the culvert including intake and outlet as specified and shown in the Contract Drawings (semi-concurrent with the following task).
- 3.6.7 Place structural fill in 12" uncompacted lifts, or less if compaction requirements necessitate, to the lines and grades shown in the Contract Drawings. Compact structural fill to achieve ninety percent (90%) of the maximum dry density per ASTM A1557.
- 3.6.8 Compact each lift with a vibratory roller to meet compaction requirements.
- 3.6.9 Allow density testing as required.
- 3.6.10 In conjunction with fill placement install 6" Schedule 40 PVC irrigation main and associated drain system.
- 3.6.11 Construct trail and rail fencing along embankment crest.
- 3.6.12 Place seed blanket on slopes according to manufacturer's instructions.
- 3.6.13 Hydroseed and mulch disturbed areas beyond embankment footprint.

3.7 SAMPLING AND TESTING FREQUENCY

3.7.1 DISTRICT SUPPLIED TESTING

In-place density testing will be conducted and paid for by the District. Retesting and re-inspection by the same Testing Laboratory required because of defective Work and testing performed for the convenience of the Contractor shall be paid for by the Contractor.

The Contractor shall cooperate with laboratory personnel employed to conduct the density testing, sampling of material(s), and special inspections. The Contractor shall further provide safe access within the Work site for laboratory personnel such that density testing and visual inspection can be performed. Testing requirements shall not be cause for claims of delay by the Contractor and all expenses accruing therefrom shall be deemed incidental to the performance of the Contract.

3.7.2 CONTRACTOR SUPPLIED TESTING

The Contractor shall provide all soils testing with the exception of the in-place density testing. Testing laboratory and services provided by the Contractor shall be conducted by a certified testing company.



3.7.3 PLACEMENT AND COMPACTION REQUIREMENTS

1. Compaction Equipment

The Contractor shall use a smooth drum vibratory roller compactor no less equal to a Caterpillar CS54. In areas where access is restricted the Contractor shall use a hoe pack or plate compactor or Wacker jumping jack compactor and shall use a smaller lift thickness, as appropriate for the less capacity compacting equipment.

2. Embankment Structural Fill

Embankment structural fill shall be uniformly placed in horizontal lifts not exceeding 12 inches of uncompacted thickness. Each layer, except the top two (2) feet, shall be compacted to at least ninety percent (90%) of the maximum dry density, using the modified Proctor, per ASTM D1557. The top two (2) feet along the embankment crest shall be compacted to ninety percent (90%) of the maximum dry density, using the modified Proctor, per ASTM D1557.

Particular attention should be made to uniformly compact the embankment side slopes prior to placement of seed and erosion control blanket. The finished slope shall have a generally smooth planar surface plus or minus six (6) inches from the required dimensions shown in the Contract Drawings. The Contractor shall achieve slope compaction by one of two methods:

- a. Method 1 - Placing and compacting structural fill beyond the required dimensions followed by grading the slope back to the required dimension at which compaction was previously achieved with the use of the vibratory roller.
- b. Method 2 - Uniformly compacting the finished slope surface with plate type compactors or other means as Approved by the District. Where compaction leaves a depression in the slope the Contractor shall place and compact additional structural fill.

3. Pipe Zone Bedding (for irrigation main and 24-inch culvert)

A 6-inch foundation of bedding material shall be installed to pipe bottom grade. Bedding material shall then be placed simultaneously on both sides of the pipe for the full width of the trench in lifts not exceeding 6-inches to a point 6-inches above the crown of the pipe. To assure uniform support, the material shall be carefully worked underneath the pipe haunches with a tool capable of preventing the formation of void spaces around the pipe.

Bedding material shall be compacted with a vibratory plate compactor after placing second and third lifts. Add moisture to material as required to attain a firm, non-yielding compaction condition.



4. Crushed Surfacing Materials (CSTC & CSBC)

Crushed surfacing materials shall be uniformly spread upon the prepared subgrade to the depth, width, and cross-section shown on the Contract Drawings. Construction methods used for crushed surfacing materials shall meet the applicable requirements of Section 4-04.3 of the 2006 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction.

Crushed surfacing materials shall be compacted to a dense, unyielding state of at least ninety-five percent (95%) of the maximum dry density, using the modified Proctor, per ASTM D1557.

5. Gravel Backfill for Drywells

Gravel backfill for drywells shall be placed around the exterior perimeter of the drywell. The gravel shall be enclosed on both sides and the top with an eight (8) ounce geotextile fabric to prevent the migration of fines into the gravel pore spaces. Compaction shall be performed by ramming the backside of a hoe bucket against the top layer of gravel at regular intervals.

END OF SECTION



DIVISION 2 – SITE CONSTRUCTION

SECTION 02370

SOIL EROSION AND SEDIMENT CONTROL

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DIVISION 2 -- SITE CONSTRUCTION
SECTION 02370
SOIL EROSION AND SEDIMENT CONTROL

1.0 GENERAL

1.1 SUMMARY

This section covers work necessary for stabilization of soil to prevent erosion during and after construction and land disturbing activities. Contractor shall furnish all labor, materials, tools, and equipment to perform the work and services necessary as specified herein and as indicated on the Contract Drawings. This includes installation, maintenance, and final removal of all temporary soil erosion and sediment control measures.

The areas anticipated as requiring soil erosion and sediment control measures are indicated on the Contract Drawings. Contractor shall employ these and additional measures, as necessary, to prevent soil erosion and protect water quality. The District reserves the right to modify the use, location, and quantities of soil erosion and sediment control measures based on the activities of the Contractor.

See additional information as noted on the Contract Drawings.

1.2 GENERAL REQUIREMENTS

All activities shall conform to the Stormwater Management Manual for Eastern Washington, and Section C, General Conditions. In the event of a conflict, the more stringent requirement shall apply.

Soil erosion stabilization and sedimentation control consist of the following elements:

1. Maintenance of existing permanent or temporary storm drainage piping and channel systems, as necessary.
2. Construction of new permanent and temporary storm drainage piping and channel systems, as necessary.
3. Construction of temporary erosion control facilities such as silt fences, check dams, etc.
4. Topsoil and Seeding:
 - a. Placement and maintenance of Temporary Seeding on all areas disturbed by construction.
 - b. Placement of permanent topsoil, fertilizer, and seed, etc., in all areas not occupied by structures or pavement, unless shown otherwise.
5. Soil Stabilization Seeding: Placement of fertilizer and seed, etc., in areas as specified hereinafter.



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The Contractor shall be responsible for phasing Work in areas allocated for his exclusive use during this Project, including any proposed stockpile areas, to restrict sediment transport. This will include installation of any temporary erosion control devices, ditches, or other facilities.

The areas set aside for the Contractor's use during the Project may be temporarily developed to provide satisfactory working, staging, and administrative areas for his exclusive use. Preparation of these areas shall be in accordance with other requirements contained within these Specifications and shall be done in such a manner to control sediment transport away from the area.

All permanent stockpiles shall be seeded with soil stabilization seed and protected by construction of silt fences and permanent 2-foot, minimum depth, ditches, completely surrounding stockpiles and located within 10 feet of the toes of the stockpile slopes.

Sediment transport and erosion from working stockpiles shall be controlled and restricted from moving beyond the immediate stockpile area by construction of temporary toe-of-slope ditches and accompanying silt fences, as necessary. The Contractor shall keep these temporary facilities in operational condition by regular cleaning, regrading, and maintenance. Stockpiles remaining in place longer than 14 calendar days shall be considered permanent stockpiles for purposes of erosion and sediment control.

The Contractor shall maintain all elements of the Soil Erosion Stabilization and Sediment Control systems and facilities to be constructed during this Project for the duration of his activities at the site. Formal inspections may be made by the District at any time to evaluate Contractor's conformance to the requirements of these Specifications.

All silt traps shall be cleaned of collected sediment after every storm or As Required by the District following inspections. Cleaning shall be done in a manner that will not direct the sediment into any storm drain piping system. Removed sediment shall be taken to an area Approved by the District where it can be cleaned of sticks and debris, then allowed to dry. Final sediment and debris disposal shall be at an Approved on-site location, unless otherwise Approved by the District.

Replacement or repair of failed or overloaded silt fences, check dams, or other temporary erosion control devices shall be accomplished by the Contractor within two (2) days after receiving written notice from the District.

Unpaved earth drainage ditches shall be regraded as needed to maintain original grade and remove sediment buildup. If a ditch becomes difficult to maintain, the Contractor shall install additional erosion control devices such as check dams, temporary paving, or silt fences as necessary to facilitate maintenance and proper functioning of the canal.



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1.3 SUBMITTALS

Submittals shall be made in accordance with Section 01300, Administrative Requirements.

1. Erosion and Sediment Control Plan (ESCP):
 - a. Submit ESCP to the District for approval prior to on-site work.
 - b. The ESCP shall address in detail the elements and best management practices required for controlling and minimizing erosion and transport of sediments during and following construction activities, and measures to prevent spills and control pollution by oil, fuels, and chemical pollutants.
 - c. A draft plan has been prepared by the District for this Work and is available for the Contractor's use in preparation of the Contractor-submitted plan.
 - d. As a minimum, include:
 - 1) Description of proposed methods to minimize and control erosion and sediment transportation, including pollution control facilities, and procedures and requirements of maintenance of the erosion and sediment control devices.
 - 2) Drawings showing locations, dimensions and relationships of elements of each system.
 - 3) Design details showing erosion protection, excavations, temporary dams, and other devices used to control and minimize erosion and sediment transportation.
 - 4) Erosion control methods used to minimized erosion and sediment transportation after completion of construction activities.
 - 5) Methods of spill prevention and pollution control during activities required to complete the Work.
 - e. If system is modified during installation or operation, revise or amend and resubmit ESCP.
2. Product Data: Commercial Products.
 - a. Seed Mix – Breakdown of seed mix. Certification from supplier attesting to seed content. Name and contact information for Supplier.
 - b. Erosion control blanket - manufacturer's specification.

2.0 PRODUCTS

2.1 SILT FENCE

Furnish and install silt fences in accordance with the Department of Ecology, Eastern Washington, Standards Manual, latest edition.



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When backup support is used, steel wire shall have a maximum mesh spacing of 2 inches by 2 inches, and the plastic mesh shall be as resistant to ultraviolet radiation as the geotextile it supports. The geotextile shall be attached to the posts and support system using staples, wire, or in accordance with the manufacturer's recommendations. The geotextile shall be sewn together at the point of manufacture, or at a location Approved by the District, to form geotextile lengths As Required. All sewn seams and overlaps shall be located at a support post.

Posts shall be either wood or steel. Wood posts shall have minimum dimensions of 1-1/4 inches by 1-1/4 inches by the minimum length shown on the Plans. Steel posts shall consist of U, T, L, or C shape posts with a minimum weight of 0.90 lbs/ft, or other steel posts having equivalent strength and bending resistance to the posts listed.

When sediment deposits reach approximately one-third the height of the silt fence, the deposits shall be removed and stabilized.

2.2 STRAW BALE BARRIER

Furnish and install straw bale barriers in accordance with the Department of Ecology, Eastern Washington, Standards Manual, latest edition.

All straw material shall be in an air-dried condition free of noxious weeds and other materials detrimental to plant life. Straw mulch so provided shall be suitable for spreading with mulch blower equipment

2.3 SEED MIX

Furnish and install seed mix in accordance with the Table 7.3.2 in Department of Ecology, Eastern Washington, Standards Manual, latest edition.

2.4 STRAW MULCH

Furnish and install straw mulch according to the Department of Ecology, Eastern Washington, Standards Manual, latest edition.

Threshed straw of oats, wheat, barley, or rye, free from seed of noxious weeds, or clean salt hay.

2.5 EROSION CONTROL BLANKET

Furnish and install North American Green SC150 extended-term photodegradable erosion control blanket or District Approved equal.



3.0 EXECUTION

3.1 GENERAL

- 3.1.1 All erosion and sediment control devices, temporary or permanent, shall be installed in strict accordance to the Stormwater Management Manual for Eastern Washington and Manufacturer's Instructions. In the event of a conflict, the more stringent requirement shall apply.
- 3.1.2 All limits of clearing and areas of vegetation preservation shall be observed during construction.
- 3.1.3 All required sedimentation/erosion control facilities must be in operation prior to land clearing and/or other construction. All erosion and sediment facilities shall be maintained in a satisfactory condition until such time that clearing and/or construction is completed and the potential for on-site erosion has passed. The implementation, maintenance, replacement and additions to erosion/sedimentation control systems shall be the responsibility of the Contractor.
- 3.1.4 The Erosion and sedimentation control systems depicted in the Contract Drawings are intended to be minimum requirements to meet anticipated site conditions. As construction progresses and as unexpected or seasonal conditions dictate, the Contractor should anticipate that more erosion and sedimentation control facilities will be necessary to ensure complete siltation control on the site. During the course of construction, it shall be the obligation and responsibility of the Contractor to address any new conditions that may be created by his activities and to provide additional facilities, over and above the minimum requirements, as may be needed to protect adjacent properties and the water quality of receiving drainage system.
- 3.1.5 The Contractor shall remove material dropped, washed or tracked from vehicles onto local roadways or into the existing storm drainage system. Debris shall not be washed into the storm drainage system.
- 3.1.6 Temporary erosion control facilities shall be inspected weekly and maintained within 24 hours following a storm event. Sediment shall be removed to insure the facilities will function properly. The facilities shall be satisfactorily maintained until construction is completed and the potential for on-site erosion has passed.
- 3.1.7 No disturbed soil shall remain unstabilized for more than two (2) days.
- 3.1.8 After site restoration is complete and when Approved by District, all temporary erosion control measures shall be completely removed.



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3.1.9 Silt fence, straw bales, and any other temporary erosion control devices shall be disposed of offsite to locations that are Approved by federal, state, and local authorities.

3.2 CONSTRUCTION ACCEPTANCE

The Contractor shall protect and care for all seeded areas until fully established and healthy. Care shall include equipment and labor necessary to provide sufficient and continuous watering of all seeded areas until final acceptance.

The Contractor shall guarantee landscaping materials and workmanship for a period of two years following the date of Project acceptance. During the two-year guarantee period, should any seed areas show signs of failure such as dead or dying areas of grass or bare spots, the Contractor shall repair or replace all deficient areas to the satisfaction of the District.

3.3 HYDROSEEDING

Areas that have been cleared and grubbed and graded within the public right-of-way, which are not covered by gravel, concrete, or pavement, shall receive hydroseeding, fertilizing, and mulching including the embankment side slopes. These areas shall be leveled, acceptable to District, existing topsoil broken up to a depth of six (6) inches and hydroseeded. Graded areas, specifically the embankment side slopes, shall receive four (4) inches of topsoil prior to hydroseeding. Surplus native materials selected by the District from excavated materials and stockpiled on site, if any, may be used for topsoil.

For those areas in which hydroseeding would be difficult, the Contractor may request approval from the District to hand-apply the hydroseeding mix. Approval shall be granted for hand-application only after reviewing and approving the procedure that the Contractor recommends.

Seeding, fertilizing, and mulching shall be installed using an Approved type hydroseeder.

Total weight of fertilizer shall be 500 lbs/acre.

Wood cellulose fiber mulch shall be applied at the rate of 2000 pounds per acre.

When weather conditions are not conducive to satisfactory results from seeding operations, the District may order the work suspended and it shall be resumed only when the desired results are likely to be obtained.



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Inspection of any area will be made upon completion of each area of application of seeding and fertilizing and again upon completion of the application of the mulching.

END OF SECTION



DIVISION 2 – SITE CONSTRUCTION

SECTION 02511

STORM DRAINAGE

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DIVISION 2 – SITE CONSTRUCTION
SECTION 02511
STORM DRAINAGE

1.0 GENERAL

1.1. SCOPE

The work specified in this section includes:

1. East Raymond Ave Sidewalk Storm Water Collection System.
2. Trail Embankment Culvert including Intake and Outlet.

1.2. SUBMITTALS

Submittals shall be in accordance with Section 01330, Submittal Procedures. Submit data to show that the following items conform to the Specification requirements:

1. Pre-cast catch basins, drywells and associated products – Supplier's Shop Drawings.
2. Culvert Pipe, fittings, and accessories – Supplier's product information.

2.0 PRODUCTS

2.1. GENERAL

All materials delivered to the job site shall be new, free from defects, and marked to identify the material, class, and other appropriate data such as thickness for piping.

Acceptance of materials shall be subject to strength and quality testing in addition to inspection of the complete product. Acceptance of installed systems shall be based on inspection and leakage tests as specified in Part 3 of this section.

2.2. 24-INCH EMBANKMENT CULVERT

The 24-Inch Embankment Culvert shall be corrugated polyethylene pipe (CPEP) and fittings shall conform to the requirements of AASHTO M-252 and AASHTO M-294, Type S. CPEP shall have a smooth interior and annular exterior corrugations. Pipe and fitting material shall be high density polyethylene meeting ASTM D3350 minimum cell classification 435400C for 12"-60" diameters. Fittings shall conform to AASHTO M-252 and AASHTO M-294, Type S. Manhole connection shall be ADS



Type 2 or District approved equal. The CPEP shall be installed to the lines and grades shown on the Contract Drawings.

All joints for CPEP shall be made with a bell/bell or bell and spigot coupling and shall conform to ASTM D3212 using elastomeric gaskets conforming to ASTM F477. All gaskets shall be factory installed on the pipe in accordance with the manufacturer's recommendations.

Pipe shall be ADS N-12 WT IB as manufactured by Advanced Drainage Systems, Inc., or District Approved Equal.

2.3. SIDEWALK CATCH BASIN

Catch Basin shall be WSDOT Catch Basin Type 1 with directional vaned grate (Standard Plan B-5.20-00) or District Approved Equal.

2.4. SIDEWALK AND EMBANKMENT INTAKE DRYWELLS

Drywell shall be WSDOT Catch Basin Type 2 with pipe inlet (Standard Plan B-20.40-02) or District Approved Equal. See Drawings for exact dimensions or modifications to the standard WSDOT plan.

2.5. CATCH BASIN TO DRYWELL PIPE

The piping and all fittings used to connect the catch basin to the drywell shall be schedule 40 PVC or Approved equal.

3.0 EXECUTION

3.1. GENERAL

All pipe and fittings shall be handled in a manner that will prevent damage to the pipe, pipe lining, or coating. Pipe shall be stacked in such a manner as to prevent damage to the pipe, to prevent dirt and debris from entering the pipe, and to prevent any movement of the pipe. The bottom tiers of the stack shall be kept off the ground on timbers, rails, or other similar supports.

Fittings shall be stored on pallets or similar materials to keep them off the ground and prevent dirt and debris from entering them.



3.2. PIPING INSTALLATION

All pipe connections shall be made up in strict compliance with the manufacturer's recommendation.

Dirt or other foreign material shall be prevented from entering the pipe or pipe joint during handling or laying operations, and any pipe or fitting that has been installed with dirt or foreign material in it shall be removed, cleaned, and relayed. At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug or by other means Approved by the District to ensure cleanliness inside the pipe.

Pipe handling after the gasket has been affixed shall be carefully controlled to avoid disturbing the gasket and knocking it out of position, or loading it with dirt or other foreign material. Any gaskets so disturbed shall be removed, cleaned, re-lubricated if required, and replaced before the rejoining is attempted.

Care shall be taken to properly align the pipe before joint connections are made. During pipe connections, the pipe shall be partially supported by hand, sling or crane to minimize unequal lateral pressure on the gasket and to maintain concentricity until the gasket is properly positioned.

3.3. EXCAVATION

All earthwork, excavation, backfill, and compaction shall be as specified in Section 02300, Site Earthwork. All pipe shall be bedded as specified in Section 02300, Site Earthwork.

3.4. CLEANING AND VIDEOING OF 24-INCH CULVERT

Storm drainage pipe and appurtenances shall be cleaned and videoed after backfilling.

All work involved in cleaning and videoing the culvert As Required shall be completed within fifteen (15) working days after backfilling. Any further delay will require the written consent of the Engineer. The Contractor shall furnish all labor, materials, tools, and equipment necessary to make the video, clean the lines, and perform all incidental work. The Contractor shall perform the videoing under the direction and in the presence of the Engineer. The manner and time of videoing shall be subject to approval by the Engineer.

If video reveals damage or other installation deficiencies, the Contractor shall repair or replace defective installation to the satisfaction of the District.

END OF SECTION



DIVISION 2 – SITE CONSTRUCTION

SECTION 02740

HOT MIX ASPHALT

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DIVISION 2 – SITE CONSTRUCTION
SECTION 02740
HOT MIX ASPHALT

1.0 GENERAL

1.1. SCOPE

The work specified in this section shall consist of the construction of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown on the Contract Drawings.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

1.2. SUBMITTALS

The Contractor shall provide certificates of laboratory tests indicating current sieve analysis data and mix design for asphalt concrete pavement mix designs in accordance with Section 01330, Submittal Procedures. The certificates shall be provided to the Engineer at least 5 consecutive calendar days prior to placement of any materials.

2.0 PRODUCTS

2.1. HOT MIX ASPHALT

Hot mix asphalt for new construction shall be Class 1/2", and shall conform to Section 5-04.2 of the 2008 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction.

The grade of the asphalt binder shall be PG 64-28. The source of the asphalt binder shall be from a supplier listed in the current edition of the 2008 WSDOT Qualified Products List (QPL).

3.0 EXECUTION

3.1. GENERAL

Hot mix asphalt pavement materials shall be placed on compacted crushed surfacing materials, as shown on the Contract Drawings, in conformance with



these Specifications and Section 5-04 of the 2008 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.

The Contractor shall apply soil residual herbicide in conformance with Section 5-04.3(5)D of the 2008 WSDOT Standard Specifications. The sterilant shall be granular form of the herbicide Trifluralin HF, Arsenal, or an alternative product Approved by the Engineer. Sterilant shall be applied prior to placement of Crushed Surfacing Base Course.

In those areas where the proposed work causes existing pavement with striping and/or pavement markings to be removed, the Contractor shall not only replace the pavement, as noted herein, and as shown on the Contract Drawings, but shall also re-mark and restripe the new pavement so as to restore the new pavement to its former condition.

Existing pavement shall be pre-cut before commencing excavation and shall be removed, As Required for the construction. All cuts shall be continuous and shall be made with saws or mechanical cutters especially equipped for this purpose. No skip cutting will be allowed.

Finished surfaces shall match existing pavement at cut edges and shall provide a smooth and uniform surface between edges that are acceptable to the Engineer. Should the Contractor fail to protect the cut edges during trenching and backfilling, he shall be required, at his own expense, to recut the edges prior to repairing the pavement.

All existing asphalt concrete pavement edges shall be saw cut back to sound material, in uniform lines immediately prior to paving operations. Any edges broken between the time of cutting and placement of new paving shall be recut to the satisfaction of the Engineer at no additional cost to the District. All excess excavated materials shall be hauled to waste.

3.2. ASPHALT FINISHING

All joints of asphalt concrete pavement shall be sealed with asphalt cement. The asphalt paint binder, or tack coat, shall conform in all respects to Section 5-04 of the 2008 WSDOT Standard Specifications for Road, Bridge and Municipal Construction. After pavement is in place, all joints shall be sealed with hot asphalt cement (AR 4000 W).

END OF SECTION



DIVISION 2 – SITE CONSTRUCTION

SECTION 02741

PAVEMENT MARKING

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**DIVISION 2 – SITE CONSTRUCTION
SECTION 02741
PAVEMENT MARKING**

1.0 GENERAL

1.1. SCOPE

This work consists of furnishing, installing, and removing pavement markings upon the roadway surface in accordance with the Contract Drawings and as specified herein.

Pavement markings shall conform to Section 8-22 of the 2008 Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction and the latest edition and amendments thereto of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State of Washington, and shall be constructed as shown on the Contract Drawings except as modified herein.

The Contractor shall be responsible for all traffic control required to place and protect pavement marking material.

2.0 PRODUCTS

2.1. MATERIALS

Materials for pavement marking shall meet the requirements of Section 8-22.2 of the WSDOT Standard Specifications.

All painted pavement markings shall be low VOC, solvent based, spray-applied paint.

All plastic pavement markings shall be Type B – Pre-formed Fused Thermoplastic per Section 9-34.3(2) of the WSDOT Standard Specifications, minimum thickness of 90 mils.

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and agrees to indemnify and save harmless the District and its duly authorized representatives from all suits of law or action of every nature for, or on account of, the use of any patented materials, equipment, device, or processes.



The Contractor shall be responsible for supplying material that meets material and testing requirements as specified herein. The Contractor shall supply certification that the pavement marking material meets these Specifications.

3.0 EXECUTION

3.1. GENERAL

Construction, including surface preparation, shall meet the requirements of Section 8-22.3 of the WSDOT Standard Specifications, these Specifications, and product guides for the materials involved.

The Contractor shall provide the Engineer with 2 copies of the manufacturer's recommendations for installation.

In all cases, the product manufacturer's recommended application procedures shall be adhered to. When no such procedures have been published, workmanship shall be governed by these Specifications and the WSDOT Standard Specifications.

After cleaning of areas to receive pavement markings, the areas shall pass inspection of the Engineer prior to application of the material or the primer coat.

Reflectorized beading as stated in Section 8-22.3(3) of the WSDOT Standard Specifications is not required for the pavement markings.

END OF SECTION

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**DIVISION 3 - CONCRETE
SECTION 03300
CAST-IN-PLACE CONCRETE**

1.0 GENERAL**1.1 SECTION INCLUDES**

Concrete curb, gutter, sidewalk and driveway approaches.

1.2 REFERENCES

- A. WSDOT – Standard Specifications for Road, Bridge, and Municipal Construction (latest edition).
- B. ACI 301 – Structural Concrete for Buildings.
- C. ACI 304 – Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete.
- D. ACI 305R – Hot Weather Concreting.
- E. ACI 306R – Cold Weather Concreting.
- F. ACI 308 – Standard Practice for Curing Concrete.
- G. ACI 318 – Building Code Requirements for Reinforced Concrete.
- H. ASTM C33 – Concrete Aggregates.
- I. ASTM C94 – Ready-Mixed Concrete.
- J. ASTM C150 – Portland Cement.
- K. ASTM C260 – Air Entraining Admixtures for Concrete.
- L. ASTM C494 – Chemical Admixtures for Concrete.
- M. ASTM C618 – Fly Ash and Raw or Calcinated Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete.
- N. Field Reference Manual: Contractor shall have in the field a copy of ACI Field Reference Manual SP 15-89.

1.3 SUBMITTALS

- A. Submit under provisions of SECTION 01300 - SUBMITTALS.
- B. Product data and written warranty for proprietary materials and items, including forming accessories, admixtures, non-shrink grout, patching compound, water stops, joint systems, curing compounds, finishing evaporation reducer, corrosion inhibitor, and others as requested by Engineer.
- C. Submit concrete mix proportions to the Engineer 15 days prior to placing any concrete. Include the following information for each concrete mix:
 - 1. Proportions of all ingredients in the mix.
 - 2. Solid volume of all ingredients.
 - 3. Air content.



4. Unit weight.
5. Water/cement ration.
6. Anticipated compressive strengths at 3, 7, and 28 days.

1.4 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of SECTION 01700.
- B. Accurately record actual locations of embedded items and utilities and components which are concealed from view.

1.5 QUALITY ASSURANCE

- A. The Material Manufacturer's Standard Warranty shall not contain any disclaimer limiting their responsibility to the purchase price of the material. The manufacturer shall be willing to stand behind their product in replacing or repairing any area found to be defective due to faulty materials as determined by accepted test methods.
- B. The technical data sheet or the on-package instructions of the manufacturer shall not have any statement of warranty that would be more limited than this warranty or contain any disclaimer.
- C. Perform Work in accordance with ACI 301.
- D. Acquire cement and aggregate from same source for all Work.
- E. Conform to ACI 305R when concreting during hot weather.
- F. Conform to ACI 306R when concreting during cold weather.
- G. Maintain one copy of each document on site.

1.6 COORDINATION

- A. Coordinate embedded items with erection of concrete formwork and placement of form accessories.

2.0 PRODUCTS

2.1 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I(2) – Normal Portland type; Cement manufactured by LaFarge (or Approved equal).
- B. Fine and Coarse Aggregates: ASTM C33.
- C. Water: Clean and not detrimental to concrete.
- D. Bonding Agent: A 100 percent reactive, two component aliphatic/amine type epoxy resin bonding agent, designed for bonding concrete topping to a well cured and properly prepared and hardened base concrete. "Eucopoxy" 425LV, manufactured by The Euclid Chemical Company, "Anvil-Bond", manufactured by Master Builders, (Or Approved Equal).



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- E. Epoxy (to fill cracks): A two component modified epoxy resin. "Eucopoxy 425LV", manufactured by The Euclid Company, "LV" manufactured by Burke, (Or Approved Equal).
- F. Epoxy Grouting: The Contractor shall epoxy grout bars (rebar, dowels, and threaded rods) to the depth in existing concrete as indicated in the Contract and Shop Drawings. Hole diameter shall be per manufacturer's written instructions. Dust and debris from the drilling operation shall be cleaned and blown free from the hole prior to the placement of the epoxy. Epoxy grout shall be mixed and placed as per manufacturer's written instructions. Bars shall be inserted into the hole within the manufacturer's recommended time period. Any bars which are not securely grouted shall be replaced with properly grouted bars. "SET", manufactured by Simpson, "HY150", manufactured by Hilti, (Or Approved Equal).
- G. Evaporation Retardant and Finishing Aid: A monomolecular film as recommended by ACI 305, used to aid to maintain moisture in the topping surface throughout the finishing process. "Eucobar", manufactured by The Euclid Company, (Or Approved Equal).
- H. Curing Compound: ASTM C309, Type 1, Class B; styrene acrylic cure type; clear; To be applied at a minimum rate of 300 square feet per gallon. "Super Rez Seal", manufactured by The Euclid Company, "Master Kure", manufactured by Master Builders, "Day-Chem Cure & Seal", manufactured by Dayton Superior, (Or Approved Equal).
- I. Joint Filler: semi-rigid epoxy joint filler. "Euco 700", manufactured by The Euclid Chemical Company, "Euco 800", manufactured by The Euclid Chemical Company, (Or Approved Equal).
- J. Caulk Sealant:

2.2 ADMIXTURES

A. Admixtures, General:

1. Provide admixtures produced and serviced by an established, reputable manufacturer, used in compliance with manufacturer's recommendations.
2. Admixtures are specified in this concrete in order to obtain the highest concrete performance through the latest technical research; therefore, the Contractor shall use only those admixture manufacturers that will supply, at no charge to Owner, a representative employed with technical training and at least three (3) years experience to provide as much time As Required to oversee the concrete mix design/control and admixture usages.
3. The Contractor shall give at least 72 hours notice to the admixture manufacturer when job service is needed.
4. The admixtures shall be added only at the batch plant as the concrete is mixed.



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5. The admixtures specified are unique products with no calcium chloride added during their manufacture with the ability to make dense durable concrete resistant to chemical attack, wear, rebar corrosion, freeze-thaw attack, cracking, and segregation.
 6. Air Entraining Admixture: ASTM C260; "Micro-Air" or "MBVR" by Master Builders Inc. (Or Approved Equal).
 7. Water-Reducing Admixture: ASTM C494 Type A or D; "Pozzolith Polyheed" by Master Builders Inc. (Or Approved Equal).
 8. High Range Water Reducing Admixtures (Superplasticizer): ASTM C494 Type F. The admixture shall be free of chlorides and alkalines. The superplasticizer shall be a third generation type, batch plant added, extend plasticity time without retardation, reduce water 20 to 40 percent, and give higher strengths at all ages. "300 N" by Master Builders Inc. (Or Approved Equal).
 9. Freeze Protection Admixture: ASTM C494 Type E admixture, specially formulated to give protection from freezing may be used at the admixture manufacturer's required dosage to place concrete in ambient temperatures as low as 20 degrees Fahrenheit (-7 degrees Celsius) until initial set has been reached. Ambient temperatures may fall below 20 degrees Fahrenheit (-7 degrees Celsius) after initial set has been reached and the hardened concrete has been sealed to prevent the ingress of additional water. "Pozzutec 20" by Master Builders Inc. (Or Approved Equal).
 - a. Chemical Admixture: Accelerating Admixture: "Duraset" manufactured by W.R. Grace, (Or Approved Equal).
 10. Organic Corrosion Inhibiting Admixture: Protects embedded steel from chloride or sulfate attack. "Rheocrete 222" by Master Builders Inc. (Or Approved Equal).
 11. Chemical Admixture: ASTM C260 – Air Entraining: "Micro-Air or MBVR" manufactured by Master Builders Inc. (Or Approved Equal).
 12. Silica Fume: Dry compacted form: "SF 100" manufactured by Master Builders Inc. (Or Approved Equal).
 13. Air Entrainment: ASTM C260.
- B. Chemical: ASTM C494 Type A – Water Reducing.
- C. Fly Ash: ASTM C618.

2.3 ACCESSORIES

- A. Epoxy Adhesive Bonding Agent: A two-component compound, 100 percent solids, 100 percent reactive compound suitable for use on dry or damp surfaces. "Concresive Liquid (LPL)" by Master Builders Inc. (Or Approved Equal).



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- B. Finishing Evaporation Reducer: A spray-on material to reduce surface moisture loss during finishing operations. "Confilm" by Master Builders Inc. (Or Approved Equal).
- C. Anchor Bolt Grout: A three component epoxy grout for anchoring bolts, dowels, and reinforcing bars into concrete. "Brutem AB" by Master Builders Inc. (Or Approved Equal).

2.4 COMPOUNDS

- A. Curing Compound: ASTM C309, Type 1, Class B; styrene acrylic cure type; clear; "Day-Chem Cure & Seal" by Dayton Superior (Or Approved Equal).

2.5 CONCRETE MIX

- A. Mix concrete in accordance with ACI 304. Deliver concrete in accordance with ASTM C94.
- B. Select proportions for normal weight concrete in accordance with ACI 301.
- C. Provide concrete to the following criteria:

<u>Unit</u>	<u>Measurement</u>
Compressive Strength (28 day)	SEE DWG 0533-52ST-0001
Coarse Aggregate	60 percent by volume.
Fine Aggregate	40 percent by volume.
Water/Cement Ratio (maximum)	SEE DWG 0533-52ST-0001
Pozzolith Polyheed	8 oz./100 lb/ cement min.
Rheobuild 1000	AS RECOMMENDED BY AD-MIXTURE MANUFACTURER
Rheocrete 222	1 gallon per yard
Aggregate Size (maximum)	¾ inch (Hard Rock)
Aggregate Size (minimum)	200 No.
Air Entrained Admixture	6% ± 1%
Admixture	ater Reducing
Admixture	Air Entrainment
Slump – (maximum)	4 inch max. W/O Super Plasticizer. 8 inch max. W/ Super Plasticizer.

- D. Use accelerating admixtures in cold weather only when Approved by Engineer. Use of admixtures will not relax cold weather placement requirements.
- E. Use specified "Freeze Protection Admixture" as an accelerator for placing concrete in temperatures from 55 degrees Fahrenheit down to 35 degrees Fahrenheit. Use specified "Freeze Protection Admixture" for placing concrete in temperatures below 35 degrees Fahrenheit.
- F. Use of calcium chloride is absolutely not permitted.
- G. Use set retarding admixtures during hot weather only when Approved by Engineer.
- H. Add air entraining agent to normal weight concrete mix for Work exposed to exterior moisture and temperature fluctuations.



3.0 EXECUTION

3.1 EXAMINATION

- A. Verify requirements for concrete cover over reinforcement.
- B. Verify that dowel pins, anchors, seats, plates, sleeves, reinforcement, embeds, and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

3.2 PREPARATION

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.
- B. In locations where new concrete is dowelled to existing work or rock, drill holes in existing concrete with air hammer/drill, fill holes with anchor bolt grout with pneumatic dispenser and install steel dowels.

3.3 CONCRETE CURB, GUTTER, SIDEWALK, AND DRIVEWAY APPROACHES

- A. Concrete curb, gutter, sidewalk and driveway approaches shall conform to section 8-04 and 8-14 of Washington State DOT Standard Specifications unless otherwise specified.
- B. Existing curb, gutter, sidewalk, and driveway approaches damaged or removed during the progress of the Work shall be replaced in kind to the concrete joints abutting the cut or broken edge. Joints shall be replaced in-kind at their original locations. All Work shall be single course, finished to match the abutting pavement and existing curb and/or curb and gutter sections.
- C. Concrete sidewalk shall be a minimum of 4-inches deep except at driveway entrances depth shall be 6-inches. Provide #4 reinforcing steel in each direction at 18-inches on center at driveway entrances only. Install trim bars around meter covers in sidewalks to prevent cracking. Place concrete over a minimum 4-inch thick compacted depth of Top Course according to section 9-03.9(3) of the Washington State DOT Standard Specifications.
- D. Concrete shall be poured against dry forms on compacted subgrade.
- E. After troweling and before jointing or edging, the surface shall be lightly brushed in a transverse direction with a soft brush to give a broom finish.
- F. All completed Work shall be barricaded to prevent damage by unauthorized use. Any damaged sections shall be removed and replaced at no additional cost to the District.
- G. Existing meter vaults shall be replaced/relocated as directed by Chelan City.

3.4 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301.
- B. Notify Engineer minimum 48 hours prior to commencement of operations.



Section G Specifications

- C. Wood board forms shall be kept wet prior to pouring concrete. Wet thoroughly just before pouring.
- D. During dry, windy weather, protect the concrete surface immediately after placing and leveling, using an evaporation reducer, during the entire finishing operation, until curing is applied.
- E. Protect fresh concrete from direct rays of sun, drying wind, and rainfall.
- F. Maximum concrete temperature is 90 Degrees (F.). Early morning or night pouring is desirable in hot weather.
- G. When the placing ambient temperature is below 35 degrees (F.) or is expected to fall below 35 degrees (F). in the next 24 hours the concrete may be placed without heating the mix and maintaining the noted protection if the specified "Freeze Protection Admixture" is added to the mix at the manufacturer's specified amount per 100 pounds of cement per manufacturer's instructions. The ambient temperature must be 20 degrees (F.) (-7 degrees C.) or higher until initial set is reached and the hardened concrete has been sealed to prevent the ingress of additional water. The admixture manufacturer must certify in writing that the admixture requested for this use has been used for freeze protection on commercial jobs and does increase one year compressive strength by at least 20% over the control concrete mix. The admixture manufacturer must have nationally distributed product data sheets that show it as a freeze protection product with dosages clearly shown for this use and qualified representatives to show the Contractor the best use of this product.
- H. Ensure dowel pins, anchors, seats, plates, sleeves, embeds, reinforcement, and other items are not disturbed during concrete placement.
- I. Install joint devices in accordance with manufacturer's instructions.
- J. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- K. Place concrete continuously between predetermined construction joints.
- L. Do not interrupt successive placement; do not permit cold joints to occur.

3.5 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete that does not contain specified "Freeze Protection Admixture" at a 40 degree Fahrenheit minimum temperature for 5 days minimum.
- C. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- D. Apply curing media as soon as the concrete is finished.
- E. Cure concrete by keeping the entire concrete surface wet for 7 days. Forms shall be left on with wet burlap covered with plastic.



3.6 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed in accordance with ACI 301 and under provisions of Section 01400 Quality Requirements.
- B. Provide free access to Work and cooperate with appointed firm.
- C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of Work.
- D. Tests of cement and aggregates may be performed to ensure conformance with specified requirements.
- E. Air Content: ASTM C231 pressure method for normal weight concrete; ASTM C138 unit weight of concrete; one for each set of compressive strength test specimens. In addition, when air entrained concrete is used, the first batch of each placement shall be tested for air content and unit weight, at the Project, by the testing lab, and as often thereafter As Required to ensure that the air content is within the specified limits. The unit weight shall be used as a cross check of the air content.

3.7 PATCHING

- A. Allow Engineer to inspect concrete surfaces immediately upon removal of forms.
- B. Excessive honeycomb, air holes, or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.
- C. Patch imperfections As Directed in accordance with ACI 301.

3.8 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by the Engineer.
- C. Do not patch, fill, touch-up, repair, or replace exposed damaged concrete except upon express direction of Engineer for each individual area.

END OF SECTION

END OF SECTION G



SECTION H
CONTRACT DRAWINGS

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END OF SECTION H

LARGE-FORMAT IMAGES

One or more large-format images (over 8 1/2" x 11") go here.
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Section I
Prevailing Wage Rates – State of Washington

SECTION I

PREVAILING WAGE RATES – STATE OF WASHINGTON

Will be provided for a specific Project at time of solicitation.

END OF SECTION I