



**CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF**

2023 LA CENTER EMERGENCY CULVERT REPAIR PROJECT

FOR THE

CITY OF LA CENTER

January 5th, 2023

LA CENTER JOB NUMBER: PW 2023-02

Prepared By:

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City of La Center
City Engineer
210 E. 4th Street
La Center, WA 98629
(360) 263-7665



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CITY OF LA CENTER, WASHINGTON

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SCHEMATIC CULVERT REPLACEMENT PALN

INVITATION TO BID
2023 LA CENTER ROAD REPLACEMENT PW 2023-02

Sealed proposals for furnishing all materials, labor and equipment for the following described work will be received by the City of La Center Community Development Office by **January 10th 2023 at 3 PM. Bids may be emailed or delivered City Hall at 210 E. 4th Street in La Center. The bids will only be accepted 8AM and 3PM up to the day the bids.** For any questions about submittal of the bids call Tony Cooper at 360 263-2889 or by email at acooper@ci.lacenter.wa.us. The proposal shall be enclosed in envelope addressed to the City of La Center at 210 East 4th Street, City Hall, La Center, WA. 98629. Electronic Bids will be accepted. No public bid opening will occur. The City Hall at 210 East 4th Street in La Center);

A contract will be awarded or all bids rejected after the bid opening.

PROJECT NAME: 2023 LA CENTER EMERGENCY CULVERT REPAIR PROJECT

PROJECT DESCRIPTION:

This is for an emergency repair of existing damaged 24-inch diameter CMP culvert. The existing culvert is fill of rocks. The damage has resulted in collapse of fill and subgrade of 5th Street. The exact length of damage of culvert is not known, but the repair for this project will consist of replacement of the existing 24-inch diameter CMP culvert with an HDPE culvert from the outlet up to a portion of 5th Street to stabilize the road. Sawcut of existing pavement and excavation of the culvert will be necessary, coupling the existing culvert and replacing the damage culvert. Replacement of base will be necessary, and will included pavement replacement, curb and gutter, sidewalk replacement. The existing catch basin and drainage pipe that collects stormwater, will need to be replaced with a new catch basin and storm pipe.

There will be a bid walkthrough on Monday January 9th at 10 AM. In order to bid this project, the contractor must attend this meeting. The meeting will be held at 5th Street between Pacific Highway and Aspen Avenue. Vehicles will not be allowed to park on 5th Street at the project location.

The issuing office for Contract Documents is City of La Center Community Development, 210 East 4th Street,
La Center, WA 98629, (360) 263-7665.

Technical inquiries regarding the project should be directed to Tony Cooper, City Engineer, at City of La Center Community Development for the paving project, and La Center, WA 98629, (360) 263-2889. All proposals must be submitted on the regular form furnished with the specifications, and each must be accompanied by a certified or bank check or bidder's bond, by a bonding company licensed to do business in the State of Washington, made payable to the City of La Center in an amount not less than five percent (5%) of the total bid. Work shall be completed within **20** working days after receipt of Notice to Proceed. The anticipated construction start date will be January 16th 2023.

State of Washington Prevailing Wage is applicable to this work.

The Project will collect from the agency sales tax in for the full contract price as described below. State Sales Taxes -- the provisions of Section 1-07.2(2)-Rule 171

All construction and material, unless otherwise specified, shall be in accordance with the 2022 Standard Specifications and Standard Plans for Road, Bridge and Municipal Construction as prepared by the Washington State Department of Transportation and as amended under Amendments to the Standard Specifications, and the American Public Works Association, and the City of La Center Engineering Standards for Construction.

The CITY OF LA CENTER reserves the right to cancel this request or reject any and all bids received or to waive any minor formalities of this call if in the judgment of the City Council the best interest of the City would be served.

PART I- BIDDING DOCUMENTS

INSTRUCTIONS TO BIDDERS

1. Intent of Plans and Specifications

It is the intention of these specifications to provide for careful, thorough and workmanlike construction procedures in the installation of materials and equipment and in the manufacture and delivery of such materials and equipment. The bidder to whom the contract is awarded shall furnish all the material and labor necessary to complete said contract in accordance with all of its terms and conditions.

The plans and specifications shall be considered and used together. Anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown. The Engineer may furnish supplemental plans and specifications to define more clearly any requirement of the original documents; these shall be accepted by the Contractor as of the same force and effect as though they had been included among the listed drawings and in case of any conflict between the listed and the supplemental drawings, the latter shall govern. The Contractor shall not be entitled to extra payment because of his compliance with the requirements of such supplemental drawings unless they contain new requirements involving costs which clearly could not have been anticipated by an experienced contractor in his examination of the original listed drawings or could not reasonably be inferred there from the requirements of the contract.

All specifications and notes appearing on the plans shall have the same force and effect as though they were repeated herein and by this reference are incorporated herein and made a part hereof.

2. Examination of the Contract Documents

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, special provisions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to his proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document, and the Owner will in no case be responsible for any loss or for unanticipated costs that may be suffered by the Contractor as a result of conditions pertaining to the work.

3. Examination of Site and Conditions

Before making a proposal, the bidder shall examine the site of the work and ascertain for himself all the physical conditions in relation thereto. Failure to take this precaution shall not release him from his obligation as implied by the proposal he submits nor excuse him from performing the work in strict accordance with the requirements of the contract documents.

No statement made by any officer, agent, or employee of the Owner pertaining to the site of the work or the conditions under which the work must be performed will be binding on the Owner.

4. Inclement Weather

The City of La Center is subject to inclement weather through the winter and spring months. Severe rain and wind storms may occur in addition to snow and ice. The Contractor should be aware of the potential for inclement weather and plan the project accordingly.

5. Addenda and Interpretations of Documents

No interpretation of meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation shall be submitted in writing, addressed to City of La Center, and to be given consideration, shall be received at least five working days prior to date fixed for opening bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed, faxed or otherwise delivered to each prospective bidder. Failure of any bidder to receive any such addendum shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract documents. Where changes to plans, specifications or both or supplemental information of significant importance, additional bid time will be provided.

6. Preparation of Proposal

Bids must be submitted by filling in with ink (or typing), on the Form headed "Bid Proposal," each and every blank on each schedule for which the bidder has submitted a proposal. If the bidder is required to provide a special form appropriate to the nature of his bid, then such form shall be complete in all respects as required by the specifications if it is to merit consideration by the Owner.

All bid prices must be equal to the Bidders estimated cost to perform the work. Prices which are weighted and disproportionate to the actual cost, as may be compared to other Bidders and evaluation by the Engineer, may be considered non-responsive and their bid rejected. If the proposal is made by a partnership, it should contain the name of each partner and should be signed in the firm name, followed by the signature of partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the proposal should be signed with the name of the corporation and the state in which incorporated, followed by the written signature of the qualified officer and the designation of the office he holds in the corporation. The address of the person, firm or corporation in whose behalf the proposal is submitted shall be given. The bidder shall comply with all other specific requirements of the proposal form.

7. Alteration of Documents Prohibit

Except as may be provided otherwise herein, proposals which are incomplete, are conditioned in any way which the plans or specifications do not authorize, contain unverified erasures or alterations, include items which are not named in the proposal form or which are unlawful, may be rejected as non-responsive.

8. Submission of Proposal

Each proposal shall be completely sealed in a package addressed as required by the Invitation to Bid, marked with the name of the bidder and the title of the project, and must be delivered to La Center City Hall Office at 210 East 4th Street, La Center, WA. 98629 at the City Hall, January 10th 2023 before 3 P.M.

9. Modification of Proposal

Change in a proposal already delivered will be permitted only if a request for the privilege of making such modification is made in writing signed by the bidder and the specific modification itself is stated prior to the scheduled closing time for the receipt of proposals. To be effective, every modification must be made in writing over the signature of the bidder; no other form of procedure will be accepted.

10. Substitutions

Approval of materials to be used on the project and possible substitutions thereof shall not be addressed during the bidding process. Materials shall meet the specifications and the bids shall be based on specified items.

11. Bid Security

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company authorized to issue bonds in Washington in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidders have executed the contract, or, if no award has been made within five (5) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. The successful bidder, upon his failure or refusal to execute and deliver the contract, bonds and certificates of insurance required within ten (10) calendar days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid. Attorney-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12. Withdrawal of Proposal

A proposal may be withdrawn at any time prior to the scheduled closing time for filing bids. This may be done by the bidder in person or upon his telegraphic or written request. A telephone request for withdrawal of a proposal will not be recognized for this purpose. If withdrawal is made personal, a written acknowledgment thereof will be required. After the scheduled closing time for filing bids, no bidder will be permitted to withdraw his proposal unless no award of contract has been made prior to the expiration of five (5) days immediately following the time when bids are submitted. Bids received after the scheduled closing time will be returned to the bidder unopened.

13. Opening Bids

All bid proposals received prior to the scheduled closing time and which are not withdrawn as above provided, will be publicly opened and read aloud even though there may be irregularities or informalities therein, except that any form required as part of the proposal (see Bidder's Checklist below) which is not signed, said proposal will not be read and consequently, will be rejected without consideration.

14. Award of Contract

Within forty-five (5) calendar days after the opening of the proposals, the Owner will accept one or more of the proposals or reject one or more bids for good cause. Performance and Payment Bonds in the amount of one-hundred percent of the contract price, with a Corporate Surety approved by the Owner, will be required for the faithful performance of the contract. The bond forms contained in the contract documents must be utilized. In addition, all contractual forms contained in the Contract Documents will be required for the faithful performance of the contract.

15. Basis of Award

If the owner awards the contract, the award will be given to the lowest responsive, responsible, qualified Bidder submitting the lowest Bid Proposal acceptable to the Owner. The city reserves the right to select one or both of the alternatives in the bid proposal.

16. Rejection of Bids

The Owner reserves the right before or after opening to reject any or all bids or to waive any informality therein if it is believed that the best interest of the Owner will be served thereby.

17. Soils Investigations

No Geotechnical Report was completed for the City of La Center portion of work. The bidder is responsible for conducting his own subsurface investigations, if he deems it prudent or necessary.

18. Bidder's Risk

The submission of bid shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract documents, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the service to be provided herein. The failure or neglect of a bidder to examine such documents, statutes, regulations, ordinances or resolutions shall in no way relieve the bidder from any obligations with respect to the bidder's bid or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, statutes, regulations, ordinances or resolutions.

19. Bidder's Checklist

Bidder shall complete the following forms and shall submit them with the Bid Proposal:

- Bid Instruction Pages Form
- Bid Proposal Form
- Non-Collusion Affidavit
- Bid Bond
- Bidder Qualifications

BID INSTRUCTION PAGES FORM

All contractors doing business within the City of La Center are required to have (or obtain) a City of La Center business license. For information, call (360) 263-2782.

Wage Law Intents and Affidavits

If awarded the project, the contractor and each subcontractor shall complete or have on file a current "Statement of Intent to Pay Prevailing Wages" (Form L&I Number F700-029-000) before payment will be made for work performed. An "Affidavit of Wages Paid" (Form L&I Number F700-007-000) shall be required upon final acceptance of the public works project by the City. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/IntentAffidavits/File/default.asp>

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for bidders and that their bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages.

Authorized Official (Signature)

Date

Print Name of Authorized Official

Title of Authorized Official

Company Name

Telephone Number

Address

City, State, Zip

The bidder shall attest by signing this statement in accordance with chapter [5.50](#) RCW verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirements below:

Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW [49.48.082](#), any provision of chapter [49.46](#), 49.48, or [49.52](#) RCW.

Authorized Official (Signature)

Date

Print Name of Authorized Official

Title of Authorized Official

BID PROPOSAL FORM

TO: City of La Center
210 East 4th Street
La Center, Washington 98629

FROM: Bidder _____
Address _____
Telephone _____

The undersigned, as bidder, declares that we have examined all of the contract documents and that we will contract with the City of La Center to do everything necessary to complete the work as outlined on the plans and specifications for the **2023 LA CENTER EMERGENCY CULVERT REPAIR PROJECT**
Project, PW 2023-02

We acknowledge that addenda numbers _____ to _____ have been delivered to us and have been examined as part of the contract documents. We agree that the Bid Bond, and the Qualification of Bidder, shall form a part of this proposal.

Attached is a bid bond duly completed by a guaranty company authorized to carry on business in the State of Washington, in the amount of at least five percent (5%) of the total amount of our proposal, or alternatively, there is attached a certified or cashier's check payable to the City of La Center in the amount of at least five percent (5%) of the total amount of our proposal.

If our BID is accepted, we agree to sign the contract form and to furnish the contract bond and the required evidences of insurance within ten (10) calendar days after receiving written notice of the award of contract.

We further agree, if our BID is accepted and a contract for performance of work is entered into with the City of La Center, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time period stated in the contract. We understand that the City of La Center reserves the right to reject any or all bids and to determine which proposal is, in the judgment of the City of La Center, the lowest responsible bid, and which proposal, if any, should be accepted in the best interests of the City of La Center and that the City of La Center also reserves the right to waive any informalities in any proposal or bid.

We further state that we have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Bidder agrees that the work will be completed within Twenty (20) working days after the date when the notice to proceed is received from the City of La Center.

We propose to perform the work at the prices listed in the following bid schedule(s):

Notes:

- (1) See Special Provisions and Standard Specification for State, section 1-07.2(2) sales tax requirements for sales tax collected by the contractor as paid for the project.
- (2) The City reserves the right to adjust the scope of this work to match available funds.
- (3) The City reserves the right to reject any or all bids.
- (4) The table below provides a list of items required to complete the project. It is the contractor's responsibility to complete the project scope to all required standards and specifications.
- (5) The low bid will be the lowest bid alternative that is in the owner's best interest.

The City will review the bids to determine if they are within the budget for each jurisdiction.

BID SCHEDULE

CITY OF LA CENTER PAVING BID PROPOSAL:

Item No.	Std. Spec	Description	Est. Quantity	Unit	Unit Price	Total Price
1.	1-09	Mobilization	1	L.S.		
2.	1-10	Project Temporary Traffic Control	1	L.S.		
3.	1-10	Construction Signs Class A	5	EA		
4.	2-02	Sawcut	64	L.F.		
5.	2-03	Roadway Excavation, Incl. Haul	170	C.Y.		
6.	2.02	Removal of Structures and Obstructions	1	L.S.		
7.	4-04	1 ¼" minus Crushed Surfacing Base Course	310	Ton		
8.	4-04	3-inch minus Crushed Surfacing Base Course	30	Tons		
9.		Bypass Pumping of drainage channel	1	LS		
10.		Dewatering	1	LS		
11.	9-33	Geotextile Separation Fabric for separation and pipe trench	25	SY		
12.	5-04	HMA Cl. ½ PG 58H-22	11	Ton		
13.	9-03.11(2)	Streambed Cobbles 4"	2	Tons		
14.	7-04	36-inch diameter HDPE with couplings	60	LF		
15.	7-04	8-inch diameter storm sewer pipe	30	LF		

16.		Catch Basin	1	EA		
17.	8-01	Erosion-Water Pollution Control	1	LS		
Bid Total						

Total (Before Tax)	
8.40% Tax	
Total With Tax	

BIDDER acknowledges receipt of the following ADDENDUM:

<u>Addendum No.</u>	<u>Addendum Receipt Date</u>	<u>Signed Acknowledgment</u>
<u>1</u>	_____	_____
<u>2</u>	_____	_____
<u>3</u>	_____	_____
<u>4</u>	_____	_____

WASHINGTON STATE AND LOCAL SALES TAX. Sales Tax (8.4%) shall not be included in the unit bid prices per the requirements of the Special Provisions.

BIDDER'S ADDRESS. Notice of Acceptance of this bid or requests for additional information should be addressed to the undersigned at the address stated below.

NON-COLLUSION DECLARATION. I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project or which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTES:

1. This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Public Works Director will be cause for considering the proposal irregular and subsequent rejection of the bid.

SIGNATURE

Date: _____
_____ Proper Name of Bidder

Contractor's License No.: _____

By: _____

_____ Address

_____ City State Zip

NON-COLLUSION AFFIDAVIT

STATE OF _____)

) SS. NON-COLLUSION AFFIDAVIT

COUNTY OF _____)

_____, being first duly sworn, on his/her oath says that he/she is an authorized representative of the firm of _____, and that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he/she further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to _____ self an advantage over any other bidder or bidders.

SIGN HERE _____
(Contractor)

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public in and for the State of _____

Residing at _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and
_____ as Surety, are hereby held and firmly
bound unto _____ as Owner, in
the penal sum of: _____ for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and
assigns.

SIGNED, this _____ day of _____, _____.

The condition of the above obligation is such that whereas the Principal has submitted to:
_____ a certain Bid attached hereto and hereby made a
part hereof to enter into a contract in writing, for the _____.

NOW, THEREFORE,

- a) If said Bid shall be rejected, or
- b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal **Title** (L.S.)

Surety

By: _____

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

BIDDER QUALIFICATIONS

**Project: 2023 LA CENTER EMERGENCY CULVERT REPAIR PROJECT
PW 2023-02**

If the above contract is awarded to our company, the following persons will be authorized to sign change orders, progress payments and similar documents for the company: (names and positions)

The contractor's superintendent at the job site per Article 1-05.13 of the Standard Specifications will be (give full name): _____

The last three projects completed or substantially completed by our company involving similar construction work are as follows:

1. Project Name: _____

Dollar amount of Contract: \$ _____

Owner: _____

Owner's Representative: _____ Phone no.: _____

Contractor's Superintendent on this project: _____

Brief Description of Project Scope: _____

2. Project Name: _____

Dollar amount of Contract: \$ _____

Owner: _____

Owner's Representative: _____ Phone no.: _____

Contractor's Superintendent on this project: _____

Brief Description of Project Scope: _____

3. Project Name: _____

Dollar amount of Contract: \$ _____

Owner: _____

Owner's Representative: _____ Phone no.: _____

Contractor's Superintendent on this project: _____

Brief Description of Project Scope: _____

Title of Person completing this form _____

Signature _____ Date _____

Phone No. _____

PART II- CONTRACT FORMS

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023, by and between the City of La Center, Washington, hereinafter called "Owner," and of _____, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called "Contractor."

WITNESSETH: that for and in consideration of the payments and agreements hereafter mentioned:

The Contractor will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.

PROJECT DESCRIPTION:

This is for an emergency repair of existing damaged 24-inch diameter CMP culvert. The existing culvert is fill of rocks. The damage has resulted in collapse of fill and subgrade of 5th Street. The exact length of damage of culvert is not known, but the repair for this project will consist of replacement of the existing 24-inch diameter culvert, with and HDPE pipe from the outlet up to a portion of 5th Street to stabilize the road. Sawcut of existing pavement and excavation of the culvert will be necessary, coupling the existing culvert and replacing the damage culvert. Replacement of base will be necessary, and will included pavement replacement, curb and gutter, sidewalk replacement. The existing catch basin and drainage pipe that collects stormwater, will need to be replaced with a new catch basin and storm pipe.

The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will complete all work required by the Contract Documents within 20 working days of the same date unless the period for completion is extended otherwise by the Contract Documents.

The Contractor agrees to perform all of the work described in the Contract Documents including and comply with the terms therein for the total price of _____ Dollars and _____ Cents (\$ _____, _____).

The term "Contract Documents" means and includes the following:

Invitation to Bid Instructions to Bidders Bid Proposal Form Non-Collusion Affidavit Bid Bond Agreement Payment Bond Performance Bond Notice of Award	Notice to Proceed Change Order City of La Center Special Provisions Contract Bid Items Contract Drawings Prepared or Issued by the City of La Center Standard Plans Addendum: All items included within these Contract Documents.
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heir, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, on the date first above written.

OWNER:

(SEAL)

By: _____

Typed Name: _____

Title: _____

ATTEST:

Typed Name: _____

Title: _____

CONTRACTOR:

(SEAL)

By: _____

Typed Name: _____

Title: _____

Address: _____

ATTEST:

Typed Name: _____

Title: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of La Center, State of Washington, on has awarded to _____, hereinafter designated as "Principal," a Contract for construction of the **2023 LA CENTER EMERGENCY CULVERT REPAIR PROJECT** the terms and provisions of which contract are incorporated herein by reference, and;

WHEREAS, said Principal is required to furnish a bond in connection with this said Contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or any other work or labor done thereon of any kind, the Surety of this body will pay the same to extend hereinafter set forth;

NOW, THEREFORE, we the Principal and
_____, as Surety, are held and firmly bound unto the City of La Center, State of Washington, in the penal sum of _____ (\$____, _____.), lawful money of the United States, being one hundred percent (100%) of the Contract amount for the payment of which sum well and truly to be made, we bond ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, if the above bounden Principal or any of his subcontractor shall promptly make payment to all persons supplying labor and material or amounts due in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation shall be void; otherwise, this obligation shall remain in full force and virtue; and if the bounden Principal or any of his subcontractors fails to promptly pay any of the persons or amounts due with respect to work or labor performed by any such claimant, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also in case suit brought upon this bond, a reasonable attorney's fee, be fixed by the court; and this bond shall insure to the benefit of any persons so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The bond shall insure to the benefit of any all persons, companies and corporations entitle to file claims, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____	_____
_____	_____
_____	_____
Attorney-in-Fact, Surety	Principal

Name and Address
Local Office of Agent

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

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of La Center, State of Washington, on _____, has awarded to _____, hereinafter designated as "Principal," a Contract for construction of the **2023 LA CENTER EMERGENCY CULVERT REPAIR PROJECT** the terms and provisions of which contract are incorporated herein by reference, and;

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we the Principal and _____, as Surety, are held and firmly bound unto the City of La Center, State of Washington, in the penal sum of _____ (\$ _____), lawful money of the United States, being one hundred percent (100%) of the Contract amount for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation to the amount of _____ (\$ _____), shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective

materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum of _____
(\$____, ____), shall remain in full force and virtue; otherwise the above obligation shall be void.

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

In the event the City of La Center or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then in addition to the penal sum hereinabove specified, we agree to pay to said, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2023, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____	_____
_____	_____
_____	_____
Attorney-in-Fact, Surety	Principal

Name and Address
Local Office of Agent

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

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

NOTICE OF AWARD

DATE:

TO: _____

PROJECT NAME: 2023 LA CENTER EMERGENCY CULVERT REPAIR PROJECT

The Owner has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated _____, and Contract Documents.

You are hereby notified that your bid has been accepted for items in the amount of _____ Dollars and _____ Cents (\$ _____).

You are required by the Bidding Documents to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance (including complete insurance coverage for the Owner and City of La Center) within ten (10) calendar days from the date of this notice to you.

Intent to pay prevailing wages shall be demonstrated before Notice to Proceed is executed.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) calendar days from the date of this notice, said Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this ___day of _____, 2023.

City of La Center
Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO AWARD** is hereby acknowledged.

Firm: _____, this the _____ day of _____, 2023

By: _____

Title: _____

NOTICE TO PROCEED

TO: _____

PROJECT NAME: 2023 LA CENTER EMERGENCY CULVERT REPAIR PROJECT

You are hereby notified to commence work in accordance with the Agreement dated _____, 2023, within ten (10) calendar days of the date of this notice, or _____, 2023, and you are to complete the work within 20 working days after the date of this notice. The date of completion is therefore _____, 2023.

City of La Center
Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

Firm: _____, this Day of, 2023.

By: _____

Title: _____

CHANGE ORDER

Change Order No. 1

Date: _____

Agreement Date: _____

NAME OF PROJECT:

2023 LA CENTER EMERGENCY CULVERT REPAIR PROJECT

OWNER:

City of La Center

CONTRACTOR:

The following changes are hereby made to the Contract:

Justification: _____

Original Contract Price was: \$ _____

Previously Approved Change Order(s): \$0.00

Contract Price prior to this Change Order: ~~\$~~

Contract Price for this Change Order will be (increased) (decreased) by: ~~\$~~

New Contract Price including this Change Order will be: ~~\$~~

The Contract Time will be (circle one) *increased decreased (unchanged)* by (___) working days.

The date for substantial completion as of the date of this Change Order, therefore, is

_____ (Date).

To be effective, this Order must be approved by the federal agency if it changes the scope or objective of the Project, or as may otherwise be required by the Special Provisions.

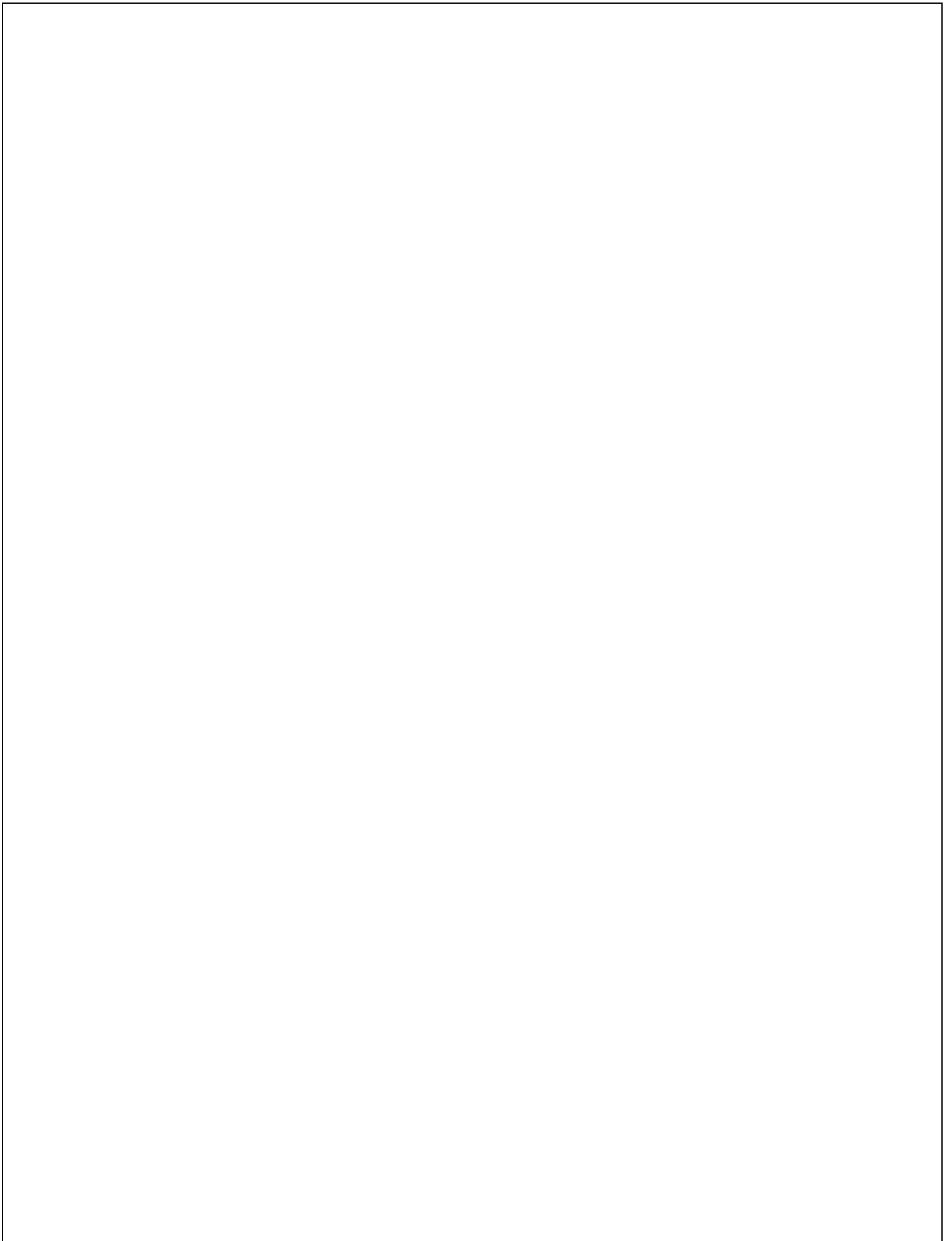
Requested by: _____

Recommended by: _____

Ordered by: _____

Accepted by: _____

Federal Agency Approval: _____
(when applicable)



CITY OF LA CENTER SPECIAL PROVISIONS

CITY OF LA CENTER SPECIAL PROVISIONS

STANDARD SPECIFICATIONS

The Standard Specifications for this project shall be the "2022 Standard Specifications for Road, Bridge, and Municipal Construction as prepared by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association, and as amended under Amendments to the Standard Specifications.

All modifications made in these Special Provisions shall take precedence over the Standard Specifications and the Amendments to the Standard Specifications. The reference made herein shall only mean the inclusion of the specific technical section referenced, and shall include any amendments made, if applicable.

All number references in these Special Provisions shall be understood to refer to the section or subsection of the Standard Specifications bearing like numbers.

It should be understood that all references to state officers in the Standard Specifications shall mean the corresponding City of La Center officers for the purpose of this contract. For example, all references to the Highway Commission shall mean the City of La Center Council and all references to the Director of Highway shall mean the City's Director of Public Works, etc.

A copy of the Standard Specifications is available for review at the office of the Engineer.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

Amend as follows:

Engineer. La Center City Engineer, or his designated representatives.

Owner. Council of the City of La Center as represented by its authorized officers, employees, or agents.

All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated location".

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.2 Award of Contract

Add the following paragraph:

"The award of the contract shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the Agreement. Consideration shall be given to contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Any and all bids may be rejected when there are sound documented reasons for doing so. The Owner

reserves the right to make these judgments. The Owner will award the contract within sixty (60) days after the Bid Opening.

The "lowest responsible Bidder" shall be determined from the Contract Unit Bid Prices and Bid Proposal if selected by the Owner."

1-04 SCOPE OF WORK

Add the following paragraph:

This is for an emergency repair of existing damaged 24-inch diameter CMP culvert. The existing culvert is fill of rocks. The damage has resulted in collapse of fill and subgrade of 5th Street. The exact length of damage of culvert is not known, but the repair for this project will consist of replacement of the existing 24-inch diameter culvert with a new HDPE pipe from the outlet up to a portion of 5th Street to stabilize the road. Sawcut of existing pavement and excavation of the culvert will be necessary, coupling the existing culvert and replacing the damage culvert. Replacement of base will be necessary, and will included pavement replacement, curb and gutter, sidewalk replacement. The existing catch basin and drainage pipe that collects stormwater, will need to be replaced with a new catch basin and storm pipe.

1-05 CONTROL OF WORK

1-05.3 Plans and Working Drawings

Add the following paragraph:

"The city will not furnish the contractor with a hard copy of the plans. Only an electronic copy will be available from the city website. The Contractor shall keep one copy of the contract documents on the project, in good order, available to the Engineer and to his representatives. All plans, drawings, specifications, and copies thereof furnished by the Engineer are his property. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to him on request at the completion of the work."

1-05.10(1) Guarantees

Add the following paragraph:

"The Contractor shall guarantee all work for a period of one year from and after the date of acceptance of the work by the Owner."

1-05.12 Final Acceptance

Add the following paragraphs:

"Prior to substantial completion, the City and CPU, with the approval of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contract other than claims in stated amounts as may be specifically excepted by the Contractor in writing prior to the request for final payment for all things done or furnished in connection with this work and for every act and neglect of the City and it's agents and others relating to or arising out of this work. However, any payment, final or otherwise, or any acceptance, shall not release the Contractor or it's sureties from any obligations under the Contract Documents or the Performance and Payment Bonds or diminishes the City's rights under the guaranty provisions."

1-06 CONTROL OF MATERIAL

1-06.2(1) Samples and Tests for Acceptance

Section 1-06.2(2) is supplemental as follows:

Material sampling for testing may be performed up to and including the point of incorporation of the respective material into the project. The definition of "qualified testing personnel and calibrated or verified equipment" shall not be referenced to the WAQTC requirements.

The Contractor shall provide passing test results to the Engineer for all sources and materials proposed for backfill prior to use.

If material fails to meet specifications, and re-test is performed on material from the same source by a private laboratory, the re-testing shall be at the Contractor's expense.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.2 State Taxes

Add the following paragraph:

"The Contractor shall **not** include Washington State Retail Sales Tax in the Unit Bid Prices for the project and shall conform to the requirements of Section 1-07.2 (2) of the "Standard Specifications."

1-07.5(3) State Department of Ecology

Sand and Gravel Source Compliance to the Clean Water Act

Each source/supplier of sand and gravel for this project will provide either a current Sand and Gravel permit number issued by the Washington State Department of Ecology, or a

current Application for Coverage, also issued by the Department of Ecology prior to source approval.

1-07.9 Wages

Add the following paragraph:

“It shall be the Contractor's responsibility to determine current Labor and Industries Wage Rates as necessary for the completion of the project.”

1-07.15(1) Spill Prevention, Control, and Countermeasures Plan

The second sentence of the first paragraph is deleted.

The first sentence of the second paragraph is revised to read:

The contractor will be required to implement an SPCC Plan and shall address all fuels, petroleum products, hazardous materials, and other materials defined in Chapter 447 of the WSDOT Environmental Manual M 31-11.

Item number four of the fourth paragraph (up until the colon) is revised to read:

4. **Potential Spill Sources** – Describe each of the following for all potentially hazardous materials brought or generated on-site, including but not limited to materials used for equipment operation, refueling, maintenance, or cleaning:

The first sentence of item 7e of the fourth paragraph is revised to read:

BMP methods and locations where they are used to prevent discharges to ground or water during mixing and transfer of hazardous materials and fuel.

The preparation and implementation of the SPCC plan shall be included in general bid items for work and no specific bid item is designated for this item.

1-07.16(4) Archaeological and Historical Objects

And,

1-07.16(4) An Inadvertent Discovery of Human Skeletal Remains

The following shall be added to section 1-07.16 (4) and 1-07.16 (4) A

In the event any archaeological or historic materials are encountered during project activity, work in the immediate area (initially allowing a 100-foot buffer; this number may vary by circumstance) must stop and the following actions taken:

1. Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering; and
2. Take reasonable steps to ensure the confidentiality of the discovery site and,
3. Take reasonable steps to restrict access to the site of discovery.

The project proponent will notify the concerned Tribes and all appropriate county, state, and federal agencies, including the Department of Archaeology and Historic Preservation. The agencies and Tribe (s) will discuss possible measures to remove or avoid cultural material, and will reach an agreement with the project proponent regarding actions to be taken and disposition of material.

If human remains are uncovered, appropriate law enforcement agencies shall be notified first, and the above steps followed. If the remains are determined to be Native, consultation with the affected Tribes will take place in order to mitigate the final disposition of said remains.

See the Revised Code of Washington, Chapter 27.53, "Archaeological Sites and Resources," for applicable state laws and statutes. See also Washington State Executive Order 05-05, "Archaeological and Cultural Resources." Additional state and federal law (s) may also apply.

1-07.17 Utilities and Similar Facilities

Add the following paragraphs:

"The Contractor shall call the Northwest Utilities Notification Center (One Call Center) at 1-800-424-5555 for field location, not less than two or more than ten working days before the scheduled date for commencement of excavation which may affect underground utility facilities. The Contractor shall under no circumstances expose any utility without first obtaining permission from the appropriate utility agency.

The Contractor shall be solely and directly responsible to the Owner and Owners of Utilities for any and all damage, disruption of service, or claims which may result from the construction operations. The Contractor shall make all necessary arrangements for protection of existing power and telephone lines in the vicinity of this Contract that interfere with construction.

Neither the Owner nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.

Restoration of utilities damaged by the Contractor, his agents or employees, shall be accomplished by the utility involved at the Contractor's expense."

1-07.17(2) Utility Construction, Removal or Relocation by Others

Add the following paragraphs:

The Contractor shall be responsible for coordinating with the utility company for conflicting utilities to facilitate work as described in these specifications and plans. for

conflicting utilities. The contractor shall coordinate with the schedule of the utility company as necessary to relocate existing facilities to coordinate construction.

The following are a list of contacts for the utility companies that have identified work on the plans. If any additional work is required by utility companies shown on the plans or not identified on the plans the contractor shall coordinate the schedule and work to be done by the companies.

Water:

Clark Public Utilities

Barry Lovingood

Vancouver, WA.

(360) 992-8020

blovingood@clarkpud.com

TDS Telephone

P.O. Box 218

La Center, WA. 98629

(360) 263-2194

Electrical:

Clark Public Utilities

David Tetz

Vancouver, WA.

(360) 992-8781

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(May 10, 2006 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. The Contractor shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).
- C. If any insurance policy is written "on a claims" made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form

coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

- D. The insurance policies shall contain a “cross liability” provision.
- E. The Contractor’s and all subcontractors’ insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency’s insurance, self-insurance, or insurance pool coverage.
- F. All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of 30 days prior written notice to the Contracting Agency of any cancellation in any insurance policy.
- G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).
- H. The Contractor shall not begin work under the contract until the required insurance has been obtained and approved by the Contracting Agency.
- I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days’ notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

1-07.18(2) Additional Insured

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

- the City of La Center, its officers, elected officials, employees, agents, and volunteers

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

1-07.18(3) Subcontractors

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

1-07.18(4) Evidence of Insurance

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

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

1-07.18(5) Coverages and Limits

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

1-07.18(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

Per project aggregate
Premises/Operations Liability
Products/Completed Operations – for a period of one year following final acceptance of the work.
Personal/Advertising Injury
Contractual Liability
Independent Contractors Liability
Stop Gap / Employers' Liability
Explosion, Collapse, or Underground Property Damage (XCU)
Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$1,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

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

1-07.18(5)B Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if “pollutants” are to be transported. Such policy(ies) must provide the following minimum limit:

\$1,000,000 combined single limit

1-07.18(5)C Workers’ Compensation

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

1-07.23 Traffic Control

Add the following paragraphs:

"It shall be the Contractor's responsibility to prepare a detailed traffic control plan in accordance with Section 1-07.23 of the Standard Specifications.

Within five days from notice to proceed, and prior to the start of any construction, the Contractor shall submit a written traffic control plan to the City. The traffic control plan shall be in strict conformance with the latest edition of the "Manual for Uniform Traffic Control Devices" and shall be subject to approval by the Engineer and the City of La Center. The Contractor shall schedule two working days for the Engineer's approval of the traffic control plan. No work shall be completed on this project until the Engineer has provided written approval of the Contractor's traffic control plan. Time extensions will not be approved for any delays in the project as a result of the Contractor's failure to provide a written traffic control plan in strict conformance with these specifications. See Division 1 for additional requirements.

The proper signing and warning devices shall be in place to protect bicycle and pedestrian traffic at all times. It shall be the contractor’s responsibility to monitor and maintain the TCD’s as necessary.

At least one travel lane shall be maintained at all times during daily work by the contractor. At the end of the work day, two lanes of travel will be required to be open until the next day of work on this project. The contractor will have to propose a traffic control plan that shows the lane closures, complying with the WSDOT Traffic Control Plan included in this project, and requirements in WSDOT 2022 Standard Specifications for Construction. The city will need to review the plan to determine if it is acceptable before implementation.

1-08 PROSECUTION AND PROGRESS

1-08.5 Time for Completion

Add the following paragraph:

"The project shall be completed in its entirety within Twenty working days (20) after the date of the Notice to Proceed."

The last two sentences in the first paragraph are revised to read:

- When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day. The days between December 25 and January 1 will be classified as nonworking days. The last day of school is June 21st 2022. The contractor must complete the work by August 25th. The contractor will not be able to work on July 29th and July 30th due to Our Days Festival. The contract will need to have the project limits secure during this time.

1-08.7 Maintenance During Suspension

The Contractor shall maintain the erosion and sediment control even if the Contracting Agency is performing the routine maintenance work on the other items.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.2(1) Traffic Control Management

The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
360-297-3035

Evergreen Safety Council
401 Pontius Ave. N.
Seattle, WA 98109
1-800-521-0778 or
206-382-4090

1-10.2(2) Traffic Control Plans

The Contractor's proposed traffic control plan(s) or any proposed modified plan(s) shall be submitted to the Engineer for review and approval at least five (5) working days in advance of the time the new plan will be implemented. No work can commence on this project until the traffic control plans submitted by the Contractor have been approved and all required traffic control devices are in place. All traffic control plans shall conform to Section 1-10.2(3).

The contractor shall coordinate with the Phoenix Casino for any work within their parking lot, and for installation and maintenance of bypass pumping system.

WSDOT standard plan for traffic control is included as an option and the contractor can use this

detail or modify as necessary to facilitate construction.

Section 1-10.4(2) shall be amended as follows:

Construction Signs, Class A will be measured by each for each sign and will be paid as each.

1-10.5(1) Payment

Add the following:

The lump sum payment shall be for temporary traffic control shall include materials and labor to perform the temporary traffic control according the plans and specifications.

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.4 Measurement

Add the following:

No unit of measurement shall apply to this item and the price shall be included in the pavement reconstruction.

“Roadside Cleanup” shall include minor grading of slopes cleaning the roadway from debris, landscaping, and approaches to original condition that are adjacent to, impacted by, or on which work has occurred. Final clean up shall be to the satisfaction of the Engineer and per Section 1-04.11.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3(3) Removal of Pavement

No. 1 in the first paragraph of Section 2-02.3(3) are revised to read as follows:

1. Haul broken-up pieces of pavement and roadway embankment to an approved off-site location.

2-02.4 Measurement

Add the following:

Measurement of sawcutting will be by the linear foot of completed sawcut, regardless of depth.

2-02.4 Payment

Add the following:

“Sawcut”, per linear foot.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.3 Construction Requirements

Add the following:

When excavating the existing road, the Contractor shall also excavate the existing asphalt, base and subgrade necessary to excavate and replace the existing CMP culvert with a new HDPE pipe.

1 ¼" aggregate base shall be placed for bedding and backfill around the culvert and up to subgrade of the pavement. It may be necessary to stabilize subgrade or grade below the culvert with 3-inch minimum aggregate base per section 9-03.9(3) of WSDOT specifications. The contractor shall replace the existing pavement removed with a minimum 0.5 feet of HMA 58H-22.

The city may employ a Geotechnical testing company for required compaction tests of base course regarded asphalt or new CSAB. The contractor shall allow the testing company enough time to perform testing and no additional working days shall be given for time required to perform testing. The testing company may also complete compaction testing of the HMA paving overlay and pavement reconstruction area. Payment for compaction will be included in the bid items for construction of the as shown on the plans and no additional pay will be made for testing or achieving compaction.

2-03.4 Measurement

Add the following:

“Roadway Excavation Incl. Haul”, shall be measured by the cubic yard as required for road excavation.

The original ground elevation is not shown on the plans and it will be the contractor’s responsibility to determine the elevations for pavement, base to meet the intent of the plans and specifications. Measurement for roadway excavation and embankment will be based on the original ground elevations.

2-03.4 Payment

Add the following:

“Roadway Excavation, Incl. Haul” shall include embankment compaction, excavation of asphalt on roadway, base material on road, material from the original ground elevation to subgrade as shown on the plans, and shall be included in the cubic yard cost. Removal of Structures and Obstructions will be paid as a separate bid item for hauling the asphalt offsite.

2-06 SUBGRADE PREPARATION

2-06.3 Construction Requirements

2-06.3(1) Subgrade for Surfacing

Add the following:

The road subgrade must consist of firm competent material and all soft or unstable soils shall be removed as determined by the City Engineer in the field.

The finished subgrade base surface may be subject to a proof-loading test using a fully loaded water truck or equivalent. The Contractor shall replace or reconstruct any failing areas marked by the Engineer until underlying firmness and top layer compaction are achieved. No additional pay will be made for achieving compaction. The placement of 3" minus aggregate base may be necessary to stabilize the subgrade that cannot be compacted as described below.

The contractor will need to employ Geotechnical testing company for required compaction tests as follows:

1. subgrade and base course 1 ¼" minus CSAB. and 3 ¼" minus as necessary.
2. The testing company will also need to perform compaction testing on the new asphalt overlay and added asphalt for the reconstruction.
3. The testing company will need to test the bedding and backfill of the Clark Public Utilities trench for the replaced waterline. The testing company used by the contractor will need to meet City approval, and all reports and results of the tests will need to be submitted to the city for verification.

The Contractor shall replace any failing areas marked by the City Engineer until underlying firmness and top layer compaction are achieved. Payment for compaction will be included in the bid items for construction of the as shown on the plans and no additional pay will be made for testing or achieving compaction.

The depth of the subgrade compaction below the base shall be a 12-inch depth at 95% of maximum density at optimum moisture.

2-06.3(2) Subgrade for Pavement

Add the following:

The material underneath the road shall be compacted to 95% density in the same manner and to the same degree as specified in Section 2-06.3(1) of WSDOT Standard Specifications.

2-06.5 Measurement and Payment

Section 2-06.5 is supplemented with the following:

The subgrade preparation and compaction under the roadway shall be included in the unit price for Roadway Excavation and Embankment.

2-07 WATERING

Add the following:

The Contractor shall obtain water at his expenses, in a legal manner. The Contractor may not obtain water from natural sources without permission from local authorities that have jurisdiction.

2-09.3(A) Staking, Cross-Sectioning and Inspecting

Add the following:

Staking: No staking will be provided by the city. The contract will maintain the existing elevation of the 24-inch diameter culvert inlet and connect to the existing pipe culvert. The catch basin replacement will be installed at the existing elevation.

4-04.(5) Shaping and Compaction

Add the following:

The contractor will allow time for the City to inspect subgrade compaction prior to placement of drain rock and aggregate base.

5-04 HOT MIX ASPHALT

5-04.1 Hot Mix Asphalt

Add the following:

Any reference in the Plans or Specifications to Asphalt Concrete Pavement, ACP, or AC shall be equivalent to the terms Hot Mix Asphalt or HMA. The grade of the asphalt shall be ½" PG-58H-22 per WSDOT specifications. The contractor shall supply and place HMAC in accordance with WSDOT specifications. Compaction requirements: The in-place pavement density shall be at least 92% of theoretical maximum per WSDOT FOP for AASHTO T 209. Surface smoothness will be measured for acceptance according to Section 5-04.3(13).

5.04.3 Construction Requirements

Add the following:

The Contractor shall tack and sand all edges, cold joints, and tapers which join existing asphalt pavement with new asphalt. Paving mat and asphalt binder shall be completed in

accordance with sections 5-04.3(14) and 9-33 of these specifications. The cost of the binder under the asphalt overlay and tacking the edges will be included in the cost of the HMA placement.

5-04.3(5)E Pavement Repair

Sawcutting and Removal

The Contractor shall remove the existing edge prior to placing HMA by sawcutting the existing pavement or curb, vertically and in a straight line along the cut lines marked in the field. The cuts shall be made a sufficient distance from the area of excavation to remove damaged pavement and expose voids under the pavement where the subgrade has subsided, or where the pavement has broken or cracked. Pavement edges on opposite sides of trenches shall be cut parallel to each other.

5-04.3(8) A1 General

The third paragraph is revised to read:

Nonstatistical evaluation will be used for the acceptance of HMA when the Proposal quantities for a class of HMA, with the same PG grade of asphalt binder, are 4,000-tons or less.

7-04 STORM SEWERS

7-04.2 Description

Add the following:

All Storm Sewer Pipe designated on the plans shall be CMP for the repaired culvert and HDPE AASHTO M294 TYPE S OR D or ASTM D 3034 SDR 35 PVC for the catch basin piping

7-04.3 (1)A General

Add the following:

While the Engineer reserves the right to make additional tests for cause, it is not anticipated that exfiltration, air pressure testing, or deflection testing will be required

7-04.4 Measurement

The length of the perforated storm sewer pipe shall be measured by lineal foot of actual pipe placed, including vertical pipe and includes materials, labor and installation. The installation of the perforated pipe, includes perforated pipe includes the pipe bends, fittings, plug and concrete valve box.

7-04.5 Payment

Add the following:

“Storm Sewer Pipe, 36” (In.) Diam.” HDPE, per linear foot
“Storm Sewer Pipe, 8” (In.) Diam”, per lineal foot

The unit contract price per linear foot for Storm Sewer Pipe of the kind and size specified shall include all costs for furnishing and installing the pipe, including excavation, pipe zone, compaction, testing, connections to existing pipes, plugs for pipe branches, pipe bends, cleanouts and stubs that are not being connected to the system on this project, and beveling or other end treatments required.

The installation of the new pipe in the trench will include trench shoring.

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

7-05.2 Materials

Add the following:

Add the following section:

7-10 Adjust water and gas valves to finished grade

All water, gas and other miscellaneous valves shall be adjusted to finished grade as approved by the utility company.

It will be the responsibility of the contractor to coordinate with each utility company responsible to relocate the facility, to ensure that the conflicting utility riser is moved before construction.

Potholing existing utilities will be incidental reconstruction of the road and installation of the storm drain.

Measurement and Payment

Adjustment of water, gas and miscellaneous valves will be measured and paid as each per the plans and will include all materials and labor to complete the item with approval by the utility company.

7-20 Dewatering

The Contractor shall be prepared to suspend further trenching and excavation operations and immediately implement indirect dewatering methods if groundwater seepage causes sloughing or erodes the stability of the trench walls of the excavation. Indirect dewatering may include, but is not limited to, well-point construction, as required to lower groundwater elevations below the trench foundation. The Contractor shall submit a dewatering plan to the Engineer prior to the Preconstruction Conference that when implemented will prevent groundwater seepage into the trench. The dewatering plan shall contain, at a minimum, the number, placement and type of wells proposed, point of discharge, intake and discharge piping, power source and backup and any relative soils information that may be pertinent to the successful operation of the dewatering system.

The Contractor shall file a “Notice of Intent to Construct a Dewatering Well” with the Washington State Department of Ecology and furnish the City a copy before dewatering of the Work begins.

The Contractor shall meet all State and County requirements for disposal of trench water and groundwater from dewatering operations.

The groundwater control system shall be adequate to keep excavations free from water and in a hydrostatically controlled condition during construction. The Contractor shall dewater and dispose of the water so as not to cause injury to public or private property, or to cause a nuisance or a menace to the public. The Contractor shall provide backup systems for all ordinary emergencies including power outage, and shall have available at all times competent workers for the continuous and successful operation of the groundwater control system. The Contractor shall not disable or shut down the system between shifts, on holidays, or weekends, or during work stoppages without written permission from the City.

The Contractor shall maintain water levels at all times and under all conditions a minimum depth below the bottom of all open excavations.

Measurement and Payment

Dewatering shall be measured and paid per lump sum and shall all cost in-place to complete the sewer construction project.

7-22 Temporary Bypass Pumping System

The Contractor shall provide, operate, maintain, and respond to a fully redundant temporary bypass pumping system, including primary pump, backup pump, generator, piping as recommended by the pump manufacturer for this application, sufficient anchors to support pipe in place and prevent movement during operation, and all other labor, materials, and equipment necessary for conveying flows for the duration of the work. The Contractor shall be responsible for providing security for the temporary bypass pumping system for the duration of the work. The Contractor shall submit a complete plan for the temporary bypass pumping system, including emergency contact personnel, to the City for review and approval prior to beginning work. All maintenance of the system and security measures implemented will be considered incidental to the work associated with the temporary bypass pumping system.

Equip primary pump engines in a manner that meets a critically silenced standard of 69dbA measured 30 feet from the source. In no conditions may the noise be detected above 55 dbA at any residence.

Discharge piping shall be water tight rigid pipe or fused HDPE with a rated working pressure at least twice that of the expected operational surge pressure or 150 psi whichever is most restrictive. Do not discharge raw sewage onto private property or city streets, or into storm drain systems. Contractor shall be responsible for any cleanup, fines and mitigation costs associated with any raw sewage contact onto private property.

Bypass pumping facilities shall be equipped with an auto-dialer capable of notifying the Contractor of a high water alarm. The auto-dialer shall also be able to notify City Staff of the high water alarm.

It may also be necessary to install protective covering on the bypass pumping pipe on 5th Street and in the casino parking lot, to allow traffic to access the parking lot.

Measurement and Payment

By-pass pumping shall be measured and paid per lump sum and shall all cost in-place to complete the sewer construction project.

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Erosion Control and Water Pollution Control

Section 8-01.1 is supplemented with the following:

Best Management Practice (BMP) means physical, structural, and managerial practices that when used singly or in combination prevent or reduce erosion.

8-01.3 Construction Requirements

Section 8-01.3 is supplemented with the following:

Erosion Control

It is the Contractor's responsibility to maintain and monitor all erosion control BMP's and contain and correct any hazardous spills. If the Engineer notes a spill or a BMP that is failing and informs the Contractor of the failure, the Contractor shall correct the problem within 24 hours. There is an item for inlet protection, silt fence and construction entrance to be used to place this protection as necessary to prevent sediment from entering the storm system. This item will be paid by lump sum.

8-01.3(1) C Water Management

Add the following:

If groundwater is encountered during excavation of the pavement and subgrade, the contractor shall dewater the subgrade to install the drain rock, base and ballast as necessary. The dewatering shall be included in the cost of installation of the improvements and no additional payment will be made for dewatering.

8-01.3(2) B Seeding and Fertilizing

Add the following:

Seed shall be applied in all disturbed areas outside of the roadway and shall be applied to established ground cover to match the existing ground cover.

8-02 ROADSIDE RESTORATION

8-02.2 Material

Add the following:

During excavation of the existing sidewalk and ramps, as shown on the plans, it may be necessary to replace existing vegetation removed. If that is necessary, it may be necessary to place new top soil and seed with lawn.

Topsoil, Type A- Imported friable loam/sand loam from the top layer of existing soils not previously excavated. If existing soils are unavailable an off-site source is acceptable as long as it meets these requirements. Topsoil shall be free of rocks over 1", clods, debris, materials toxic to vegetation and other deleterious materials. Submit sample and source for approval prior to use.

The composition shall meet the following requirements:

50% to 80 %	sandy loam
10% to 20 %	clay
10% to 20 %	composted organic material (excluding animal waste)

9-03 Aggregates

9-03.09(3) Crushed Surfacing

Add the following note:

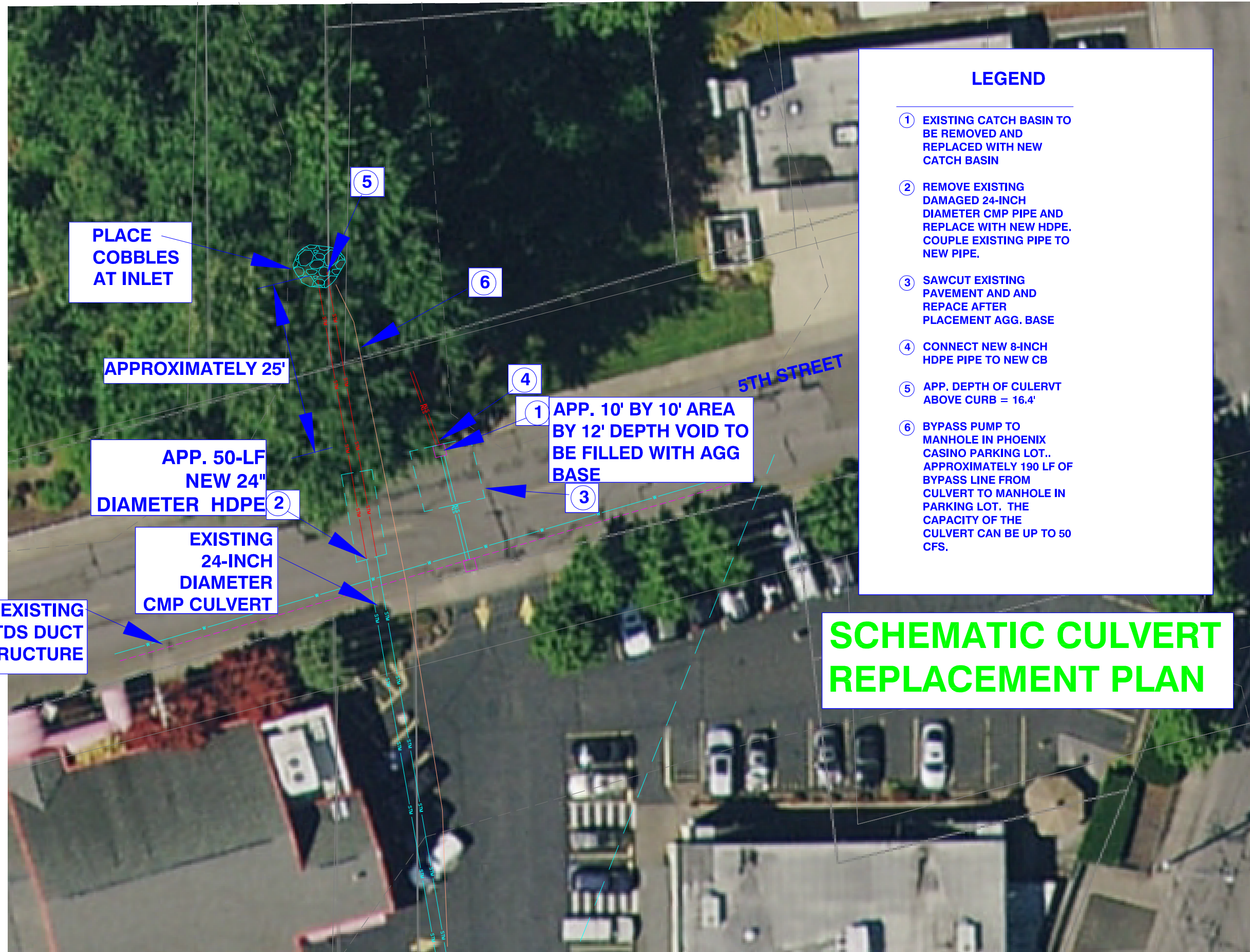
9-03.9(3) Crushed Surfacing

Crushed surface base course depth and installation per section 9-03.9(3) shall be supplied and installed per the contract drawings.

Below the subgrade of the 1 ¼" minus crushed surface aggregate base (CSAB) for base subgrade and top course shall be installed per WSDOT section 9-03.09(3). Below 1 ¼" CSAB, shall be 3" minus crushed surface aggregate base, per WSDOT section 9-03.1(5) B.

Measurement and Payment

Aggregate base will be measured and paid by ton and includes materials, placement and compaction per the plans and paid by tons.



LEGEND

- ① EXISTING CATCH BASIN TO BE REMOVED AND REPLACED WITH NEW CATCH BASIN
- ② REMOVE EXISTING DAMAGED 24-INCH DIAMETER CMP PIPE AND REPLACE WITH NEW HDPE. COUPLE EXISTING PIPE TO NEW PIPE.
- ③ SAWCUT EXISTING PAVEMENT AND AND REPLACE AFTER PLACEMENT AGG. BASE
- ④ CONNECT NEW 8-INCH HDPE PIPE TO NEW CB
- ⑤ APP. DEPTH OF CULVERT ABOVE CURB = 16.4'
- ⑥ BYPASS PUMP TO MANHOLE IN PHOENIX CASINO PARKING LOT.. APPROXIMATELY 190 LF OF BYPASS LINE FROM CULVERT TO MANHOLE IN PARKING LOT. THE CAPACITY OF THE CULVERT CAN BE UP TO 50 CFS.

SCHEMATIC CULVERT REPLACEMENT PLAN



419 East Cedar Avenue
 Suite A-201
 La Center, WA 98629
 (360) 263-7665
 (360) 263-7666 Fax
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