

**SNOQUALMIE VALLEY WATERSHED
IMPROVEMENT DISTRICT**

**PUBLIC WORKS PROJECT DOCUMENTS
FOR**

**Langlois Creek Culvert Replacements
(SVT & PSE Crossings)**

OWNER

Snoqualmie Valley Watershed Improvement District
P.O. Box 1148
Carnation, WA 98014

BOARD OF COMMISSIONERS

INSTRUCTIONS TO BIDDERS
PART 1 - GENERAL

1.01 NOTICE

- A. Notice is hereby given that the Snoqualmie Valley Watershed Improvement District ("District" or "Owner") will receive bids for the – **Langlois Creek Culvert Replacements (SVT & PSE Crossings)** ("Project") located generally in Carnation, Washington and specifically on: King County Tax Parcel No. 2125079031 (owned by King County Parks ("KCP") and the site of the Snoqualmie Valley Trail ("SVT")) and King County Tax Parcel No. 2125079028 (owned by Puget Sound Energy ("PSE")). The PSE owned parcel serves as a public farm access road for Remlinger Farms. The surrounding property is owned by Remlinger Farms; 32418 NE 24th St, Carnation, WA 98014. The KCP SVT crossing at Langlois Creek is identified in the Plans as Culvert 101SC-07 or Culvert #1; and the PSE crossing at Langlois Creek is identified in the Plans as Culvert 933063 or Culvert #2. Engineering designs for the culvert replacements were prepared by Environmental Science Associates ("ESA"), and the associated geotechnical report was prepared by HWA GeoSciences Inc. ("HWA").
- B. The Project generally consists of but is not limited to: removing and replacing two existing barrier culverts on Langlois Creek, clearing and grubbing, removal of structures and obstructions, structure surveying, project temporary traffic control, groundwater dewatering and temporary stream diversion prior to and during in-water work, erosion control and water pollution prevention, excavation (Class A and Class B), utility work and any work associated with unknown utilities identified during utility locate, coordination with PSE regarding overhead transmission lines above Culvert #2, installation of new precast concrete box culverts (heaviest pick weight approximately 51,000 lbs.), streambed sediment placement, instream large wood installation, crossing surfacing, guardrail installation, restoration of disturbed areas, and seeding and planting.
- C. The Project will require coordination with AT&T contractor who will perform work associated with a buried AT&T cross-country fiberoptic line at Culvert #1. AT&T's work will be conducted in conjunction with Project work. The Contractor will be required to attend coordination meetings with the AT&T contractor and the Construction Manager. Sequencing of AT&T's work with Project work will be addressed at the mandatory pre-bid meeting.
- D. The Project will require compliance with state and federal permitting guidelines for the protection of ESA listed species of fish and aquatic life and will require coordination with

the consultant conducting fish relocation activities. The Project will require compliance with a King County Special Use Permit (“SUP”).

- E. The Project will be based on a Unit Price Contract.
- F. The Project work is estimated to commence as early as July 17, 2024 and shall be completed no later than October 31, 2024.

Description of Work

The project consists of, but is not limited to, providing all materials, labor, and equipment as described in the Project Documents (identified in Section 1.05 below) and the Contract Documents. The Contract Documents shall include the following: Summary of Work (Exhibit A); Langlois Creek Culvert Replacements Snoqualmie Valley Trail Culvert Crossing Culverts #101SC-07 and #933063 dated May 16, 2024 (the “Plans”) (Exhibit B); Langlois Creek Culvert Replacements Contract Special Provisions dated February 15, 2024 (the “Specifications”) (Exhibit C); Geotechnical Letter Report dated December 2, 2020 (Exhibit D), Oldcastle Shop Drawings (Culverts #1 and #2) dated January 30, 2024 (Exhibit E); Washington State Department of Transportation 2024 Standard Specifications (Exhibit F); King County Special Use Permit #SUPS23-0004 dated January 8, 2024 (Exhibit G); King County Interagency Funding Agreement (Exhibit H); King County Cultural Resources Inadvertent Discovery Plan (Exhibit I); Puget Sound Energy Limited Use Permit dated May 22, 2023 (Exhibit J); Washington Department of Fish and Wildlife Hydraulic Project Approval dated July 8, 2022 (Exhibit K); Corps Nationwide Permit 14 Terms and Conditions dated February 25, 2022 (Exhibit L); Langlois Conduit Support Plans dated May 21, 2024 (Exhibit M); Designated Stockpiling Locations (Exhibit N). The Project Engineer (“Engineer”) is Alaina Floor, the District Project Manager (“Project Manager”) is Andy Obst, and the Construction Manager has not yet been selected (“Construction Manager”).

The following is intended to provide an overview of the Project Work and is not a substitute for a thorough review of the Project Documents including the Plans and Specifications.

- A. All bidding contractors are required to attend the on-site pre-bid meeting to discuss the Project in detail with the Engineer, the District and a representative from Remlinger Farms and AT&T.
- B. Permit applications and reviews are not the responsibility of the Contractor.
- C. The Contractor shall be responsible for notification to utility companies prior to start of work and identification and protection of all utilities and underground infrastructure that may be affected by the work. The Contractor shall not be entitled to additional

compensation for protection or avoidance of utilities and underground infrastructure discovered in the course of the work unless they require a substantial redesign or improvements.

- D. The Contractor is required to attend the preconstruction meeting, which will occur a minimum of two working days prior to the planned construction.
- E. The Contractor shall be responsible for excavating, hauling, and stockpiling unsuitable foundation, structure excavation Class A, soils, and any excess material off site for proper disposal. Contractor may be required to execute an access agreement with the owner of Remlinger Farms for stockpiling.
- F. The Contractor shall haul all removed existing structures offsite to an approved facility for proper disposal.
- G. All native, non-invasive organic material (large and small wood) cleared for access shall remain on site.
- H. Except as set forth herein, procurement of culverts, wingwalls, headwalls, and associated drainage are not the responsibility of the Contractor. Procurement of all other necessary materials and equipment to complete the Project as designed is the responsibility of the Contractor.
- I. The Contractor shall prepare a Spill Prevention Control and Containment Plan, commensurate with the size of the project, and submit to the Project Manager prior to starting construction.
- J. A supply of emergency erosion control materials shall be on hand and temporary erosion controls shall be installed and maintained in place until site restoration is complete.
- K. The Contractor shall fully implement the Temporary Stream Diversion (TSD) Plan before commencing and throughout the duration of work below the Ordinary High-Water Mark (OHWM) of Langlois Creek.
- L. The Contractor shall inspect and maintain the TSD daily.
- M. Project operations shall cease under high flow conditions that could inundate the project area, except as necessary to avoid or minimize resource damage.
- N. When conducting in-water or bank work, machine hydraulic lines shall be filled with vegetable oil to minimize impacts of potential spills and leaks. If not practicable, the applicant will propose alternative BMPs to avoid the discharge of hydraulic fluids into the aquatic environment.
- O. The Contractor shall have spill prevention and clean-up kits on site when heavy equipment is operating within 25 feet of the water.

- P. To the extent feasible, work requiring use of heavy equipment shall be completed by working from the top of the bank (i.e., landward of the OHWM).
- Q. The Contractor shall check equipment daily for leaks and any necessary repairs shall be completed prior to commencing work activities around the water.
- R. The Contractor shall install a turbidity and/or debris containment device, where practicable, prior to commencing in-water work.
- S. Fish exclusion, defishing, and water quality monitoring for fish safety shall be the responsibility of the District's consultant.
- T. The Engineer is responsible for inspecting streambed materials at the quarry.
- U. The geotechnical engineer is responsible for inspecting the culvert and wingwall excavation and subgrades.
- V. The Contractor shall not conduct any structural fill and compaction until the Engineer has inspected and verified that the proposed soils are suitable for reuse.
- W. The channel layout shall be inspected by the Engineer.
- X. The Contractor shall be responsible for reseeding and restoring areas disturbed during construction as shown on the Plans within 7 calendar days of completion of construction.
- Y. The Contractor shall be responsible for installing plantings according to the Plans.
- Z. If areas or features outside designated construction zones sustain impact from Contractor activities, the Contractor shall restore to pre-construction condition.
- AA. The Contractor shall be responsible for preserving and protecting all existing native trees and shrubs not designated for removal to the extent practicable.
- BB. Boundaries of clearing limits associated with site access and construction shall be marked to avoid or minimize disturbance of riparian vegetation, wetlands, and other sensitive sites.
- CC. All Project work must be completed in accordance with the Washington State Department of Transportation 2024 Standard Specifications.
- DD. Delivery of the culvert sections will be through Oldcastle's trucking subcontractor and shall be coordinated by the Contractor and delivered to the designated stockpiling location indicated in Exhibit N – Designated Stockpiling Locations.
- EE. Access along or across the SVT at Culvert #1 requires prior authorization from KCP. Additional requirements are as follows:
 - a. Construction vehicles shall come to a complete stop before crossing the SVT.
 - b. Certified flaggers shall be on site to manage trail traffic during activities that require mobilization of large-scale construction equipment, vehicle turning or

backing-up on or near the SVT, or where sight distances or other site conditions warrant.

- c. No steel tracks are allowed.
- d. Any damage caused by the Contractor shall be repaired at Contractor's sole expense.

FF. The Contractor shall be responsible for the maintenance of access roads, crossings, and utility locates, drainage structures and systems during construction.

GG. The Contractor shall be responsible for establishing survey control and for setting and maintaining all survey markers necessary for construction of the permitted work. Survey work shall be performed by a Professional Land Surveyor licensed to perform such work in the State of Washington and shall conform to standard practices and principles of land surveying as set forth in the laws of the State of Washington.

HH. Stockpile and staging areas shall not be located within sensitive areas or their buffers or at Culvert #1.

II. All equipment, materials, bore pits, and work areas at Culvert #1 shall be clearly delineated, secured, and blocked off from public access for the duration of the proposed work.

JJ. A one-call utility locate and private utility locate shall be required before any excavation at the Project. The request for a one-call locate shall be made a minimum of two business days before excavation. The Contractor shall record the one-call ticket number and shall make available upon request.

KK. Any damages to facilities at Culvert #1 shall be restored to like conditions or better and in accordance with King County's standard Trail Repair Detail. SVT repairs shall match elevation and slope of adjacent trail surface with no discernible rise or dip. All repairs shall include the full trail width and have a minimum length of 4-feet.

LL. The Work Area and Staging plan shall consist of a vicinity map and/or site plan and shall identify the following:

- a. Site access and construction entrances
- b. Staging areas including contractor / personnel parking, materials, equipment, etc.
- c. Maximum gross weight of construction equipment use
- d. Construction means and methods including layout for proposed methods (bore pits, trenches, utility pothole locations, etc.)
- e. Methods for delineating and securing the work area
- f. Advance warning signage
- g. Construction work tasks and construction sequencing

- MM. The Contractor shall prepare and submit a TESC Plan in accordance with applicable local, state, and federal requirements.
- NN. No later than one year after Project completion, the District and KCP shall conduct a one-year warranty inspection of the portion of the Project constructed at Culvert #1 with the Contractor. If defects amounting to deviations from the Project Documents or as built conditions approved by the Project engineer, are found in that part of the Project constructed at Culvert #1, the Contractor shall correct such defects.
- OO. The Contractor shall maintain a record set of the Plans accurately marked to indicate completed work that differs from the design information shown in the Plans. Provide contact information on the record Plans.
The Contractor shall comply with WAC clearances from electric lines and electric facilities at Culvert #2.

1.02 PRE-BID SITE MEETING

There will be a mandatory on site pre-bid meeting on **Monday, June 24, 2024 at 10AM** as stated in **Exhibit A, Summary of Work**.

1.03 BID SUBMITALL DEADLINE

- A. **Bid Submittal Deadline is at 12PM, NOON, on Friday, June 28, 2024.**
- B. Sealed Bids will be received at the offices of the Snoqualmie Valley Watershed Improvement District P.O. Box 1148 Carnation, WA 98014. Bid Documents shall be delivered to the District's office **by the Bid Submittal Deadline**.
- a. A copy of the Bid Documents shall be delivered by U.S. Mail to the above address, OR;
- b. An electronic copy of the Bid Documents shall be delivered to the District at info@svwid.com.
- c. Hand delivered bids will not be accepted.
- C. Bids will be publicly opened and read aloud on, **at 2PM on June 28, 2024 Pacific Daylight Time (PDT)** at a Virtual Public Bid Opening on Zoom: <https://us02web.zoom.us/j/8795810071?pwd=cHNhNWIFQTFYUTFuZFF4aWtOQytCZz09> (Meeting ID: 879 581 0071, Passcode: SVWID). Upon request, the District will provide copies of submitted Bids within two (2) days of bid opening.

- D. It is solely the responsibility of the Bidder to see that their Bid is received by the Bid Submittal Deadline. Bids received after the Bid Submittal Deadline regardless of cause will be returned to the Bidder.
- E. The District reserves the right to accept or reject any and all Bids with or without cause and to waive minor irregularities in the Bid or delivery of the Bid.

1.04 BID SUBMITTAL REQUIREMENTS

- A. The Bidder shall complete and submit the following:
 - 1) Public Works Bid Proposal
 - 2) Schedule of Unit Prices table completely filled out with unit prices, total prices, and appropriate sales tax.
 - 3) Mandatory Bidder Responsibility Checklist with all items filled in.
 - 4) Supplemental Bidder Certifications
 - 5) Certification of Compliance with Wage Payment Statutes
 - 6) Non-Collusion Affidavit
 - 7) List of Completed Projects
 - 8) List of Subcontractors
 - 9) Mandatory Subcontractor Responsibility Checklist with all items filled in.
 - 10) Project Labor Rates and Equipment Rates for Change Order Work
 - 11) Material Procurement and Construction Schedule
 - 12) Contractor's W9
 - 13) Bid Submittal Completion Checklist with all items checked.
- B. All Bid proposals shall contain the following information:
 - 1) Proper name of the Bidder
 - 2) Bidder's License Number
 - 3) Bidder's UBI Number
 - 4) Bidder's Business licenses for the City in which the work will be completed (if applicable).

- 5) Bidder's address, phone number, and email to which all communication regarding the Bid is to be directed.
- 6) All names must be typed or printed below the signature.

1.05 PROJECT DOCUMENTS

A. The Project Documents consist of the following:

1. Instructions to Bidders
2. Public Works Bid Proposal
3. Mandatory Bidder Responsibility Checklist
4. Supplemental Bidder Certifications (to be completed prior to award)
5. Certification of Compliance with Wage Payment Statutes
6. Non-Collusion Affidavit
7. List of Completed Projects
8. List of Subcontractors
9. Mandatory Subcontractor Responsibility Checklist
10. Project Labor Rates and Equipment Rates for Change Order Work
11. Material Procurement and Construction Schedule
12. Contractor's W9
13. Bid Submittal Completion Checklist
14. Public Works Contract including the following Contract Documents:
 - a. Exhibit A – Summary of Work
 - b. Exhibit B – Plans - Langlois Creek Culvert Replacements Snoqualmie Valley Trail Culvert Crossing Culverts #101SC-07 and #933063 dated May 16, 2024
 - c. Exhibit C – Specifications - Langlois Creek Culvert Replacements Contract Special Provisions dated February 15, 2024
 - d. Exhibit D – Geotechnical Letter Report dated December 2, 2020

- e. Exhibit E – Oldcastle Shop Drawings (Culverts #1 and #2) dated January 30, 2024
- f. Exhibit F – Washington State Department of Transportation 2024 Standard Specifications
- g. Exhibit G - King County Special Use Permit #SUPS23-0004 dated January 8, 2024
- h. Exhibit H - King County Interagency Funding Agreement
- i. Exhibit I - King County Cultural Resources Inadvertent Discovery Plan
- j. Exhibit J - Puget Sound Energy Limited Use Permit dated May 22, 2023
- k. Exhibit K - Washington Department of Fish and Wildlife Hydraulic Project Approval dated July 8, 2022
- l. Exhibit L - Corps Nationwide Permit 14 Terms and Conditions dated February 25, 2022
- m. Exhibit M - Langlois Conduit Support Plans dated May 21, 2024
- n. Exhibit N - Designated Stockpiling Locations

1.06 PERTINENT TIME CONSTRAINTS

- A. Project work is estimated to commence as early as July 17, 2024 and shall be completed no later than October 31, 2024.

1.07 SUBCONTRACTOR LISTING

Each Bidder shall provide a list of all Subcontractors proposed to perform or render service for a portion of the Work, including (1) the Subcontractor's name and business address, and (2) the portion of the Work to be performed by each proposed Subcontractor. Only one Subcontractor shall be listed for each portion of the Work so defined by the Bidder. The proposed Subcontractors must be licensed according to the state and jurisdiction where the work is located and insured as set forth in the Public Works Contract. The apparent low bidder shall complete and submit the Mandatory Subcontractor Responsibility Checklist prior to contract award.

1.08 AWARD

If award is made, the Owner will award the Public Works Contract at the prices named in the Bid to the lowest responsive, responsible Bidder complying with Instructions to Bidders. The Owner reserves the right to reject any or all Bids, and to waive any

irregularities or informalities of any Bid. The competency and responsibility of Bidders as evidenced by the information accompanying the Proposals, which will be subject to verification, will be considered in making the award. An award, if award is made, will be made within the time stated in the Exhibit A, Summary of Work, of the Public Works Contract and no Bidder may withdraw their Bid within such time period.

1.09 UNIT PRICES

The unit price bid for each item shall include furnishing all tools, equipment, supplies, and materials, and for all labor, operations, and incidentals appurtenant to completion of the work being described and indicated on the Plans and Specifications. The Contractor shall include in the total dollar value of unit price items all costs incurred in the performance of the work including but not limited to general condition costs, administration, overhead, taxes, profit, WISHA and safety compliance, permits and permit compliance, transportation of materials, best management practices, project coordination, quality control, testing of materials, construction surveying, layout and staking, submittals, insurance, and bonds. The Contractor should not include these costs as separate items from those listed on the Unit Price Table.

1.10 MEASUREMENT

Measurement of quantities for work completed shall be as described in the bid item descriptions.

For bid items that are specified to be measured on a plan quantity basis, the quantities set forth in the bid will be the pay quantities, unless changes are made to the drawings. The actual quantities placed in accordance with the Plans and Specifications will not be measured for payment. Payment will be made on the bid quantities times the unit price bid.

For bid items that are specified to be measured in the field, as staked, as installed or for time recorded, the quantities set forth in the Bid are approximate only. Final quantities will be verified by the District Project Manager and/or engineer. The extension amounts shown in the Bid are for comparative purposes only and in no way constitute an actual amount for which the District will be liable.

For bid items that are paid on a lump sum basis, payment will be made based on completion of the bid item. Actual quantities placed in accordance with the Plans and Specifications will not be measured for payment. The District may consider requests made by the Contractor for progress payments on lump sum bid items. The Contractor

shall submit to the District for approval a Schedule of Values identifying costs of major items of work for lump sum (LS) bid items. The major items of work shall be further broken down into definable features of work for which progress payments may be requested. The District may request data to verify accuracy of dollar values, including invoices, receipts, etc. for work completed and materials installed.

PART 2 – BIDDER RESPONSIBILITY CRITERIA

2.01 MANDATORY BIDDER RESPONSIBILITY CRITERIA

- A. It is the intent of Owner to award a contract to the lowest responsible bidder. Pursuant to RCW 39.04.350, before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder shall be required by the Owner to submit documentation demonstrating compliance with the criteria. The Owner reserves the right to request such documentation from other bidders. The bidder must:
1. Have a current certificate of registration as a licensed general contractor in the State of Washington in compliance with chapter 18.27 RCW, in effect at the time of bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have workers compensation coverage as evidenced by an active and current account with the Washington Department of Labor & Industries as required by Title 51 RCW;
 4. Have a Washington Employment Security Department number, as required by Title 50 RCW;
 5. Have a Washington Department of Revenue state excise tax registration number, as required by Title 82 RCW;
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
 7. Certify through a declaration under penalty of perjury that they are not a willful violator, 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 Washington Department of Labor and Industries or through a civil judgement 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.

8. Have received training, provided by the Department of Labor and Industries or by a provider whose curriculum has been approved by L&I, on the requirements related to public works and prevailing wages. However, bidders that have completed three or more public works projects *and* maintained a valid business license in Washington for at least three years are exempt from this requirement.
9. **The Bidder shall complete the Mandatory Bidder Responsibility Checklist in the Project Documents and submit it to the Owner at the time of Bid.**

2.02 COMPLETION OF SIMILAR PROJECTS

- A. The Bidder shall have successfully completed projects of a similar size and scope as required by the contract documents for this project. In evaluating whether the projects were “successfully completed,” the Owner may check owner references for the previous projects and may evaluate the owner’s assessment of the Bidder performance.
- B. The Bidder shall submit a list of projects of similar size and scope to this project completed within the last five (5) years. For the purposes of meeting this criterion, the Owner has determined that “similar size and scope to this project” means projects that have the following characteristics:
 1. Culvert replacement work.
 2. Utility coordination.
 3. Instream large wood installation.
 4. Dewatering using groundwater wells.
- C. Provide, at a minimum, the following information:
 1. Project name
 2. Owner’s name and contact information for the Owner’s representative
 3. Date of award
 4. Awarded contract amount

2.03 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

- A. In addition to the mandatory bidder responsibility criteria, and Completion of Similar Projects, referenced above, the Bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the Project. When requested, the Bidder shall provide the Owner with documentation as evidence that they meet the supplemental bidder responsibility criteria, and such documentation must be submitted to the Owner within two business days after its request. The Owner reserves the right to request such documentation from other bidders.
- B. The Bidder shall complete the Supplemental Bidder Certifications in the Project Documents and submit it to the Owner at the time of Bid.**
- C. Business Status
The Bidder shall not be "inactive" or "not in good standing" with the Washington State Secretary of State's Office, the Department of Revenue, or the Department of Labor & Industries.
- D. Subcontractor Responsibility
If the Bidder intends to use subcontractors, Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.
- E. Claims Against Retainage and Bonds
The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects during the previous five years that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances acceptable to the Owner.
- F. Termination for Cause
The Bidder shall not have had any public works contract terminated for cause by a government agency during the five-year period immediately preceding the bid submittal deadline for this project, unless there are extenuating circumstances acceptable to the Owner.
- G. Liquidated Damages

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

H. Litigation

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

I. Delinquent State Taxes

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

J. Federal Debarment

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

K. Public Bidding Crimes

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

2.04 PROCEDURE TO REQUEST MODIFICATION OF SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

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

2.05 APPEAL OF DETERMINATION THAT BIDDER DOES NOT MEET RESPONSIBILITY CRITERIA

If the Owner determines that a bidder does not meet the bidder responsibility criteria set forth in this Part 2 and is therefore not a responsible bidder, the Owner shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this

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

PART 3 – INSURANCE AND BONDS

3.01 INSURANCE

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

3.02 PERFORMANCE AND PAYMENT BONDS

The Successful Bidder will be required to furnish and pay for Performance and Payment bonds as required in the Public Works Contract for the faithful performance and payment of all its obligations under this Contract per chapter 39.08 RCW.

PART 4 – MISCELLANEOUS PROVISIONS

4.01 PREVAILING WAGES

- A. The Successful Bidder will be required to pay prevailing wages as required and shall comply with chapter 39.12 RCW and chapter 49.28 RCW or as those statutes may be amended. Notice of intent to pay prevailing wages and prevailing wage rates for the project must be posted for the benefit of workers.
- B. The successful bidder must pay the higher of the state or federal wage rates (WAC 296-127-025) for any public works project receiving federal funding,
- C. Pursuant to RCW 89.16.040 and RCW 39.04.010, certain land rehabilitation projects may be considered to be the work of "reclamation districts" and are not subject to the prevailing wage requirements. If all or any portion of the Project is exempt from the requirement to pay prevailing wages under chapter 39.12, the Owner will issue an appropriate notice to bidders so that bids may be prepared accordingly. Unless notice is

given by the Owner, bidders should assume that the prevailing wage requirements of chapter 39.12 RCW will apply.

- D. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by this reference made a part of this Contract as though fully set forth herein.
- E. A copy of the Prevailing Wage Rates can be obtained in the following formats:
 - i. An electronic version of the Prevailing Wage Rates for Journey and Apprentice levels can be obtained from the following Department of Labor and Industries web site:
<https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>
 - ii. The County for which the work is to be completed shall be King County.
 - iii. The Effective Date for rate shall be July 1, 2024.
 - iv. A copy of the Prevailing Wage Rates for this project can also be reviewed and obtained at the District's Headquarters at the address listed above.
 - v. A copy of the Prevailing Wage Rates can be sent by US Mail upon request.

4.02 SAFETY AND PROTECTION

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

4.03 ACCESS TO FACILITIES, PREMISES AND RECORDS

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

END OF SECTION

PUBLIC WORKS BID PROPOSAL

PROJECT NAME: Langlois Creek Culvert Replacements (SVT & PSE Crossings)

BID SUBMITTAL DEADLINE: 12PM, NOON, Friday, June 28, 2024

PART 1 - GENERAL

1.01 Bids shall be delivered to the District Office in accordance with the Instruction to Bidders and the Summary of Work.

District Offices:

Snoqualmie Valley Watershed Improvement District

P.O. Box 1148

Carnation, WA 98014

Phone: (425) 549-0316

Email: info@svwid.com

Questions can be emailed to the Project Manager, Andy Obst, at the email address above.

1.03 BID CONDITIONS

It is expressly understood and agreed that the following Schedule of Unit Prices amounts are the basis for establishing the low bidder for award of the Contract and that the GRAND TOTAL is a lump sum bid. Bid prices shall be exclusive of any sales tax, which will be separately compensated based upon actual contract payments.

SCHEDULE OF UNIT PRICES

Description	Est. Quantity	Unit	Unit Price	Total
Mobilization	1	LS		
Clearing and Grubbing	0.4	Acre		
Removal of Structures and Obstructions including Haul Offsite	1	LS		
Structure Surveying	1	LS		
Utility Coordination and Temporary Relocation	1	LS		
Project Temporary Traffic Control	1	LS		
Gravel Borrow including Haul	590	CY		
Unsuitable Foundation Excavation including Haul	115	CY		

Streambed Sediment	200	TON		
Streambed Cobble 6 in.	310	TON		
Streambed Cobble 12 in.	30	TON		
Quarry Spalls	260	TON		
Receiving, Offloading, Transporting, and Installing Precast Reinforced Concrete Box Culverts #1 and #2 (Does not include procurement of culverts, wingwalls, headwalls, or drainage)	1	LS		
Temporary Stream Diversion (TSD)	1	LS		
Structure Excavation Class A including Haul	4550	CY		
Crushed Surfacing Base Course	280	TON		
Crushed Surfacing Top Course	31	TON		
HMA CL. ½ inch PG 20	30	TON		
Erosion Control and Water Pollution Prevention	1	LS		
PSIPE – 2 Gallon Container	35	EA		
PSIPE – 1 Gallon Container	259	EA		
PSIPE – Live Stakes	35	EA		
Fine Compost	99	CY		
Topsoil Type B	198	CY		
Wood Chip Mulch – 3 ft Mulch Rings	35	CY		
Seeding and Fertilizing	0.4	ACRE		
Guardrail	65	LF		
Shoring or Extra Excavation Class B	150	SF		
Construction Geotextile for Separation	210	SY		
Groundwater Dewatering	1	LS		
Large Wood Structure – Type 1	5	EA		
Large Wood Structure – Type 2	3	EA		

1.04 BIDDER INFORMATION

Proper Name of Bidder: _____

Mailing Address: _____

Contractor's License No.: _____ UBI No: _____

City of [***] Business License No.: _____

Office Phone Number: _____ Fax Number: _____

Cell Phone Number: _____

Email Address: _____

1.05 BID SUMMARY AND CERTIFICATION

The undersigned Bidder hereby certifies that the Bidder has examined the location and construction details of work, has reviewed the Schedule of Unit Prices herein, is familiar with the local conditions at the place where the work is to be done, and has read and thoroughly understands the Project Documents governing the work and the method by which payment will be made for said work and hereby proposes to undertake and complete the work in accordance with said Project Documents and that the Bidder will take in full payment therefore the sums set forth in the following Bid Schedule. Work is estimated to commence as early as July 17, 2024, and shall be completed no later than October 31, 2024.

Amount Bid: _____
Washington State Sales Tax @ [8.7] %: _____
GRAND TOTAL in figures, including tax: _____
GRAND TOTAL in words, including tax: _____

By: _____
Signature

Printed

Title

Mandatory Bidder Responsibility Checklist

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

General Information		Bid Submittal Deadline:	
Project Name:		Project Number:	
Bidder's Business Name:			
Contractor Registration – https://fortress.wa.gov/lni/bbip/			
License Number:		Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Effective Date (must be effective on or before Bid Submittal Deadline):		Expiration Date:	
Current UBI Number – http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/			
UBI Number:		Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>	
Industrial Insurance Coverage – Attach a copy of the Employer Liability Certificate that is available at: https://fortress.wa.gov/lni/crpsi/MainMenu.aspx			
Account Number:		Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Employment Security Department Number –			
Employment Security Department Number:			
State Excise Tax Registration Number – http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/			
Tax Registration Number:		Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>	
Contractor Licenses – https://fortress.wa.gov/lni/bbip/			
<u>Electrical</u> : If required, Electrical Contractor's License?		<u>Elevator</u> : If required, Elevator Contractor's License?	
Contractor and Plumber Infraction List – http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/Violations/default.asp			
Is Bidder on Infraction List?		Yes <input type="checkbox"/> No <input type="checkbox"/>	
Not Disqualified from Bidding – http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp			
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries?		Yes <input type="checkbox"/> No <input type="checkbox"/>	
Contractor has received training relating to public works and prevailing wages – Yes <input type="checkbox"/> No <input type="checkbox"/> if no, describe basis for exemption			

Name and Address of Registered Agent, General Partner, or Managing Member	
Name and Title:	Address:

For District Use During Review	
Has Bidder provided the following documentation or information	
Employer Liability Certificate?	Yes <input type="checkbox"/> No <input type="checkbox"/>
• Employment Security Department on account number?	Yes <input type="checkbox"/> No <input type="checkbox"/>
• Electrical Contractor's License Number?	Yes <input type="checkbox"/> No <input type="checkbox"/>
• Elevator Contractor's License?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Checked by:	
Name of Employee:	Date:

SUPPLEMENTAL BIDDER CERTIFICATIONS

Bidder shall complete all of the following Certifications by checking the appropriate boxes and signing the bottom portion of the form. Bidder shall supply a written explanation on a separate sheet in the event a second box is checked in any of following three certifications.

Termination for Cause Certification / Explanation

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

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

Alternatively, the undersigned confirms that the Bidder has had any public works contracts terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project.

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

Liquidated Damages Certification / Explanation

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

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

Alternatively, the undersigned confirms that the Bidder has been assessed liquidated damages related to the performance of a public works contract by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project.

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

Litigation Certification / Explanation

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

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

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

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

LIST OF SUBCONTRACTORS

Subcontractor Name	Business Address	Portion of Work to be Performed

Mandatory Subcontractor Responsibility Checklist

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

General Information	
Project Name:	Project Number:
Subcontractor's Business Name:	Subcontract Execution Date:
Subcontractor Registration – https://fortress.wa.gov/lni/bbip/	
License Number:	Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Subcontract Bid Submittal Deadline):	Expiration Date:
Current UBI Number – http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/	
UBI Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Industrial Insurance Coverage – Attach a copy of the Employer Liability Certificate that is available at: https://fortress.wa.gov/lni/crpsi/MainMenu.aspx	
Account Number:	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
Employment Security Department Number –	
Employment Security Department Number:	
State Excise Tax Registration Number – http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/	
Tax Registration Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Contractor Licenses – https://fortress.wa.gov/lni/bbip/	
<u>Electrical</u> : If required, Electrical Contractor's License?	<u>Elevator</u> : If required, Elevator Contractor's License?
Contractor and Plumber Infraction List – http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/Violations/default.asp	
Is Subcontractor on Infraction List? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Not Disqualified from Bidding – http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp	
Is the Subcontractor listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name and Address of Registered Agent, General Partner or Managing Member	

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

For District Use During Review	
Has Bidder provided the following documentation or information	
Employer Liability Certificate?	Yes <input type="checkbox"/> No <input type="checkbox"/>
• Employment Security Department on account number?	Yes <input type="checkbox"/> No <input type="checkbox"/>
• Electrical Contractor's License Number?	Yes <input type="checkbox"/> No <input type="checkbox"/>
• Elevator Contractor's License?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Checked by:	
Name of Employee:	Date:

MATERIAL PROCUREMENT AND CONSTRUCTION SCHEDULE

Please provide below

BID SUBMITTAL COMPLETION CHECKLIST

Please complete the following checklist and submit with your bid to ensure a complete and responsive Bid proposal.

Public Works Bid Proposal. *Please include:*

- Name of the project
- Proper name of the Bidder
- Bidder's License Number
- Bidder's UBI Number
- Bidder's Business licenses for the City in which the work will be completed (if applies).
- Bidder's address, phone number, and email.
- Names typed or printed below all signatures.

Schedule of Unit Prices Table. Completely filled out with unit prices, total prices, and appropriate sales tax.

Mandatory Bidder Responsibility Checklist. *Please fill all items in.*

Supplemental Bidder Certifications. *Fully executed with attachments, if necessary.*

Certification of Compliance with Wage Payment Statutes

Non-Collusion Affidavit

List of Completed Projects (of similar size and scope to this project completed within the last 5 years.) *Please include:*

- Project name
- Owner's name and contact information for the Owner's representative
- Date of award
- Awarded contract amount
- Type of Project

List of Subcontractors

Mandatory Subcontractors Responsibility Checklist

Project Labor Rates and Equipment Rates for Change Order Work

Material Procurement and Construction Schedule

Contractor's W9

Public Works Contract

Langlois Creek Culvert Replacements (SVT & PSE Crossings)

This Public Works Contract ("Contract") is made on this _____, 2024, between the Snoqualmie Valley Watershed Improvement District ("District"), a governmental subdivision of the State of Washington, and _____ ("Contractor"). In consideration of the terms and conditions contained in this Contract and attached and made a part of this Contract, the parties agree as follows:

1. Project. The Contractor shall perform all work and furnish all tools, materials, and equipment for the timely and proper completion of the District's Public Works project known as "**Langlois Creek Culvert Replacements (SVT & PSE Crossings)**" ("Project") in accordance with and as more fully described in the Summary of Work and other documents attached hereto as Exhibits A through N (collectively the "Contract Documents").
2. Work. The term Work, as used in this Contract, means the construction, and services necessary or incidental to fulfill Contractor's obligations in conformance with this Contract.
3. Project Cost. The District shall pay Contractor (\$XXXX US Dollars) plus applicable Washington State sales tax of percent (8.7%) for a total of (\$XXXX US Dollars) ("Project Cost"). The Project Cost includes all costs associated with the Project, including, but not limited to, labor, materials, overhead, administrative, and permit and regulatory costs, unless otherwise agreed to by the parties in writing.
4. Payment Terms. The Project Cost shall be payable in the following manner: On or before the 26th day of each month, Contractor shall submit a detailed monthly pay application for all Work or services provided describing in reasonable and understandable detail the work completed during the previous month, the progress of the Work, and the requested payment in an amount proportionate to the work completed. The District shall pay the pay application within thirty (30) days after approval of the pay application, pursuant to the terms below:
 - a. In cases of single payment, the District shall make payment only after all appropriate releases are submitted.
 - b. In cases of multiple payments, the District shall retain monies as required by RCW 60.28 and pay the retainage as provided therein. The District reserves the right, in its sole discretion, to withhold payment from or to make payment in the form of joint checks to Contractor and its subcontractors, employees, laborers and/or suppliers who file a notice of intent to lien, prelien or lien the work. The District also reserves

the right, in its sole discretion, to withhold payment from or to make payment in the form of joint checks to Contractor and its subcontractors, employees, laborers and/or suppliers if the District becomes aware that Contractor has failed to pay its employees, laborers, materialmen or suppliers or its subcontractors have failed to pay their employees, laborers, materialmen or suppliers who have performed work or supplied materials on the Project. In the event the District elects to make payment by joint check, this amount shall be deducted from the amount owed to the Contractor and Contractor shall execute said check to facilitate payment to the subcontractor and/or supplier. In the alternative, the District shall have the right to pay such supplier directly and deduct this amount from the amount owed to the Contractor. In addition, the District shall also have the right to deduct from any payments due Contractor for defective, rejected or uncompleted work, charges from other contractors, or other damages which are the responsibility of Contractor or its subcontractors and/or suppliers. Upon Contractor's correction of any such defect or damage, the withheld amounts may be incorporated in the next request for payment. The Contractor shall accompany all requests for payment with a lien waiver or lien release for the work and with lien waivers or releases from all of its subcontractors and/or suppliers who may be entitled to assert a lien on the Work or proceeds. Contractor acknowledges that any sums due under this Contract are held in trust for the benefit of any and all lower tier subcontractors and suppliers who have provided services, equipment, labor and/or materials to the Project. No sums shall be considered owed under this Contract until Contractor has paid its employees, laborers, materialmen or suppliers and its subcontractors have paid their employees, laborers, materialmen or suppliers who have performed work or supplied materials on the Project. Contractor further acknowledges that a portion of all payments made by the District are held in trust by Contractor for the benefit of all lower tier subcontractors and their respective employees, materialmen or suppliers who have performed work on the Project. Contractor, upon receipt of payment from the District, shall promptly pay each of its subcontractors, suppliers and others, for the management, supervision, labor, materials, supplies, equipment, tools, machinery, plant, services, engineering and testing furnished by each such lower tier subcontractor. Contractor agrees to pay all payroll taxes and workers compensation premiums or industrial insurance premiums for its employees.

5. Equitable Adjustments. Changes to the scope of work, quantities, differing site conditions and requests for equitable adjustments shall be governed by and determined in

accordance with Section 1-04 of the Specifications. Contractor shall provide written notice for any equitable adjustment to the Project Cost within twenty-four (24) hours of the District's written change order or oral change order. No more than five (5) days thereafter, Contractor shall then file a written claim with the District, stating the amount claimed, supported by appropriate documentation including a description of the change and an estimate of the cost and time impact of same. No adjustment shall be compensable absent a written agreement between District and Contractor. Failure to provide written notice and claim under the terms of this Contract constitutes a waiver of such claim. In no case, shall a claim for equitable adjustment be allowed if submitted after the Project has reached final acceptance by the District.

6. Completion Deadline/Liquidated Damages. Contractor shall commence work under this Contract upon receipt of notice to proceed from the District. The District estimates that a notice to proceed will be issued no later than August 1, 2024. All Project work occurring within the wetted banks of the stream must be completed no later than September 30, 2024. All other components of the Project must be completed no later than October 31, 2024. Contractor agrees that the time to reach Project Completion provides sufficient time for the expeditious and practical execution of the Work. If Contractor fails to complete the Project by the date set forth herein, the District will suffer substantial damages that are both extremely difficult and impractical to determine. The District and Contractor agree that if Contractor fails to meet the above Project deadlines, then Contractor shall pay the District liquidated damages at a daily rate of Five Hundred Dollars (\$500). The parties agree that liquidated damages are not a penalty, but rather a reasonable estimate of the amount of damages the District will suffer in the event of delay. The District shall have the right to withhold the amount of liquidated damages from any sums due to Contractor.
7. Warranty. Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, and free from defective workmanship and materials and shall return and repair any Work not in accordance with the Project Documents for a period of one (1) year from the Project is complete. Contractor further warrants that the Work shall be free from defects in workmanship and material and shall transfer to the District all written warranties related to the Work performed and equipment installed. Contractor guarantees payment of all obligations incurred in this Work until the Project is complete and for one (1) year thereafter. The Project shall be considered complete when all of the following conditions have been satisfied:

- a) All work specified in the Contract Documents has been fully performed and completed in accordance with the Contract Documents.
- b) All required inspections and approvals from relevant authorities.
- c) The Contractor has completed any punch list items identified by the District during a final inspection.

Upon achieving project completion, the Contractor shall submit a written Notice of Completion to the District. Within ten (10) days of receiving the Notice of Completion, the District shall conduct a final inspection of the Project. The District may withhold final acceptance until all punch list items are completed. Contractor agrees to be bound by the one (1) year post completion warranty inspection and repair process outlined in Section 3.6 of the SUP (Exhibit G hereto).

8. Prevailing Wages. Contractor shall be required to pay prevailing wages (WAC 296-127-025).
9. Bond. Contractor shall provide performance and payment bonds for the faithful performance and payment of all its obligations under this Contract and in accordance with RCW 39.08.010. The performance bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship and payment of damages sustained by the District on account of such defects, discovered within one (1) year after final acceptance by the District. On contracts of thirty-five thousand dollars or less, the District does not need to retain any portion of the total payment to Contractor per the Public Works guidelines. On contracts more than thirty-five thousand dollars, at the option of the contractor or the general contractor/construction manager as defined in RCW [39.10.210](#), the respective public entity may, in lieu of the bond, retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter [60.28](#) RCW, whichever is later. The recovery of unpaid wages and benefits must be the first priority for any actions filed against retainage held by a state agency or authorized local government.
10. Indemnification. Contractor agrees for itself, its successors and assigns to defend, indemnify, and hold harmless the District including its officials, officers, managers, employees, engineers, agents, and volunteers and King County together with its appointed and elected officials, and employees from and against liability for all demands, claims losses, injuries, damages, liabilities, suits, penalties, judgments, attorneys' fees and costs, and other expenses of any kind on account of, relating to or arising out of or in

any way resulting from Contractor's work under this Contract to the maximum extent permitted by law For the purposes of this defense and indemnity obligation, Contractor specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties.

By initialing here, the parties agree that this clause was mutually negotiated:

____ Contractor ____ District

If a court of competent jurisdiction determines that this Contract is subject to RCW 4.24.115, Contractor's obligation to defend, indemnify, and hold harmless the District and/or King County shall be limited to the extent of the negligence of the Contractor. The Contractor's obligation under this section shall further include the duty to promptly accept tender of defense and provide defense to the District and/or the County at the Contractor's own expense. The provisions of this paragraph shall survive the expiration or termination of this Contract.

Contractor further agrees to defend, indemnify, and hold the District and King County harmless from all WISHA or other related claims, demands, proceedings, violations, penalties, assessments, or fines that arise out of or relate to Contractor's failure to comply with any safety-related laws, ordinances, rules, regulations, orders, or its obligations hereunder.

11. Insurance. Contractor shall obtain, and keep in force during the term of this Contract, insurance policies as follows:
 - a. Commercial General Liability. Limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CG 00 01) covering Commercial General Liability.
 - b. Automobile Liability Insurance. Limits no less than \$1,000,000.00 combine single limit per accident for bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CA 00 01) covering Business Auto Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.
 - c. Workers' Compensation. Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable Federal or "other States" State Law.

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

Contractor shall include in its contracts with lower tier subcontractors the same insurance requirements described herein and shall further obligate its subcontractors to name the District as an additional named insured in the same manner in which the Contractor has named the District an insured under its insurance policies. Upon request, Contractor shall provide the District with evidence of compliance with this flow down insurance obligation.

12. Job Safety/Housekeeping.

- a. Safety and Duty of Care. Contractor shall provide all safety equipment or require all approved subcontractor(s) to furnish the required safety equipment. Contractor shall reimburse the District for any liability incurred as a result of safety violations resulting from the Contractor's or approved subcontractor's actions or conduct. Contractor will develop and implement an Accident Prevention Program that includes its roles and responsibilities, includes training and corrective action for violations, and is tailored to the requirements of the particular job. Contractor shall adequately communicate work

rules to all workers and approved subcontractors. Where appropriate, Contractor shall develop a written site-specific safety plan that identifies hazards and the means to address the hazards. Contractor shall confirm the existence of approved subcontractor(s)' programs / plans and compliance with WISHA rules and conformance with the Project. Contractor shall establish an overall process to discover, and control recognized hazards. Contractor shall be required to demonstrate that it has effectively enforced in practice its Accident Prevention Program when safety violations are discovered. Contractor shall include appropriate provisions in its contracts with any approved subcontractors to ensure compliance with the requirements of this provision.

- b. Trench Excavation Safety System. On public works projects in which trench excavation will exceed a depth of four (4) feet, any contract therefor shall require adequate safety systems for the trench excavation that meet the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW. This requirement shall be included in the cost estimates and bidding forms as a separate item. The costs of trench safety systems shall not be considered as incidental to any other contract item, and any attempt to include the trench safety system as an incidental cost is prohibited.
- c. Forest Protection. Contractor shall become acquainted with and obey all applicable State laws and regulations for fire prevention. Contractor shall consult with the local warden for any required permits, firefighting equipment, and burning regulations. Contractor shall be responsible for strict observance of any of these laws and regulations. Contractor shall take all reasonable precautions to prevent and suppress forest fires and shall require its employees and those of any subcontractor to work under the direction of the District when necessary to accomplish this. Contractor shall immediately notify the nearest Department of Natural Resources office of any forest fires and the exact location and do all in its power to suppress them. Contractor shall conduct all activities in full accordance with all rules and regulations of the Forest Practices Act of 1987. A copy of these regulations may be obtained from any DNR Regional Office.
- d. Miscellaneous. All work done shall be done in a manner that minimizes interruptions or inconvenience to the public and/or District staff. All work shall be carried on with due regard for the safety of the public, and Contractor shall maintain strict compliance with the appropriate provisions relating to control of traffic and pedestrians through work areas as set forth in the Manual on Uniform Traffic and Control Devices (current

edition) as adopted by the Washington State Department of Transportation. Property and streets adjacent to the Project site shall be kept free and clear at all times from accumulations of mud, dirt, gravel, rock and other matter. Contractor will be responsible for daily and final clean up and disposal of refuse, waste and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the Project site. Should the District determine Contractor is not fulfilling its obligation in this regard, the District reserves the right to take such action as may be necessary, and to charge Contractor with any costs that may be incurred in such remedial action.

13. Utility Locate. Contractor shall be responsible for the identification and verification of all underground public and private utility and facility locations that may be encountered in performing the Work at the Project. Contractor shall request a one-call locate a minimum of two business days before any excavation. The Contractor shall record the one-call ticket number and shall make available upon request. Contractor shall use non-mechanical means to expose all utilities known or unknown where the Work is performed in the public right of way. Contractor agrees to defend and indemnify the District for any and all claims resulting from Contractor's failure to comply with this provision. Contractor shall be responsible for any temporary power interruptions required to perform the Work.
14. Protection of Existing Structure, Equipment, Vegetation, Utilities, and Improvements.
 - a. Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetations at or near the Project site, and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, District may have the necessary work performed and charge the cost to Contractor.
 - b. Contractor shall only remove trees when specifically authorized to do so and shall protect vegetation that will remain in place.
15. Layout of Work.
 - a. Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.
 - b. Contractor shall layout the Work from District-established baselines and benchmarks indicated on the Specifications or drawings and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own

expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines and grades that may be established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

16. Compliance with Codes and Regulations. Contractor is expected to comply with all applicable laws in performing Project Work, including, but not limited to all state and local laws, regulations, ordinances, statutes, codes, and standards applicable at the time Contractor performs the Work.
17. Permits, Taxes, Temporary Functions. Contractor is not responsible for any permitting applications, reviews, or application fees, with the exception of permits, easements, access, and coordination required for the temporary relocation of utilities. Contractor shall pay all federal, state, and municipal taxes, including sales taxes, if any, for which Contractor may be liable in carrying out this Contract. Contractor shall be responsible for all temporary functions associated with its work, including but not limited to, lighting, wiring, protection, hoisting, scaffolding, rigging, flagman, drinking water, storage, ventilation, and heat.
18. Termination. If Contractor: (a) fails to provide a sufficient number of properly skilled workers or a sufficient quantity of suitable materials or adequate equipment; (b) fails to diligently prosecute work according to the Project schedule; (c) causes, by act or omission, stoppage, delay, or interference of the Work; (d) fails to correct or repair any damaged or defective work or materials; (e) fails to comply with any provisions of this Contract; (f) becomes insolvent or adjudged bankrupt; or (g) fails to make prompt payment to lower tier subcontractors or suppliers, then the District may terminate this Contract upon written notice to the Contractor.
19. Coordination. The Contractor shall cooperate fully and in good faith with the District, Project and Construction Manager and all other contractors, subcontractors, and suppliers engaged on the Project to ensure the efficient and timely completion of the Work. The Contractor shall develop and maintain a detailed work schedule that considers the sequencing and interaction of its work with the work of other trades. This schedule shall be submitted to the Project Manager for review and approval. The Contractor shall attend all pre-construction meetings and project meetings as directed by the Project Manager to discuss coordination and sequencing of work. The Contractor shall promptly identify and communicate to the Project Manager any potential conflicts or overlaps with the work of other trades or contractors. The Contractor shall be responsible for resolving any conflicts in the work sequence or scheduling with other trades, unless otherwise

directed by the Project Manager. The Contractor shall not perform any work that would unreasonably hinder or delay the work of other trades.

20. General Provisions.

a. Notices. Any notice or demand desired or required to be given under this Contract shall be in writing and deemed given when personally delivered, sent by email, or deposited in the United States Mail, postage prepaid, sent certified or registered mail, and addressed to the parties as set forth below or to such other address as either party shall have previously designated by such a notice:

ATTN: Erin Ericson

Snoqualmie Valley Watershed Improvement District

P.O. Box 1148

Carnation, WA 98014

erin@svwid.com

b. Entire Agreement. This Contract and its attachments contain the entire understanding between the District and Contractor relating to the Project which is the subject of this Contract. This Contract merges all prior discussions, negotiations, letters of understanding or other promises whether oral or in writing. Subsequent modification or amendment of this Contract shall be in writing and signed by the parties to this Contract.

c. Modification. No modification of this Contract and no waiver of rights under this Contract shall be valid or binding on the parties unless the same is in writing.

d. Waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Contract.

e. Assignment. Neither party shall assign, transfer, or otherwise dispose of this Contract in whole or in part to any individual, firm, or corporation without the prior written consent of the other party. Subject to the provisions of the preceding sentence, this Contract shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. This Contract is made only for the benefit of the District and Contractor and successors in interest and no third party or personal shall have any rights hereunder whether by agency or as a third-party beneficiary.

f. Severability. If any term, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, the remainder of this Contract shall remain in effect.

- g. Dispute Resolution. If any dispute, controversy, or claim arises out of this Contract, the parties agree to first try to resolve the dispute, controversy, or claim through good faith negotiation. If negotiation is not successful, then before commencing any legal proceeding, the parties agree to engage in non-binding mediation with the assistance of a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who will participate in the mediation. The parties shall bear all expenses associated with the mediation equally.
- h. Jurisdiction/Law. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Contract shall be brought in King County Superior Court, King County, Washington.
- i. Anti-Bias Notice and Acknowledgement. The District intends to promote a work environment at the Project that is free from harassment of any kind. Contractor agrees to adhere to the District's zero tolerance policy against harassment, including harassment on the basis of race, sex, gender, gender identity, gender expression, transgender status, sexual orientation, pregnancy, childbirth and other pregnancy-related conditions, color, national origin, ancestry, age, religious creed, citizenship, marital status (including registered domestic partners), parental status, physical disability, mental disability, medical condition, genetic information, military or veteran status (including protected veteran status), or any other characteristic or status protected by law.

SNOQUALMIE VALLEY WATERSHED
IMPROVEMENT DISTRICT ("DISTRICT")

By _____

Typed Name _____

Its _____

Phone: _____

Fax: _____

Date: _____

("CONTRACTOR")

By _____

Typed Name _____

Its _____

Phone: _____

Fax: _____

Date: _____

WA Contractor's License No. _____

EXHIBIT A
SUMMARY OF WORK

The Project consists of, but is not limited to providing all materials, labor, and equipment, except as specifically identified in the documents attached hereto as Exhibits A through N (the “Contract Documents”). In addition, the Contractor shall adhere to the following:

- A. All bidding contractors are required to attend the on-site pre-bid meeting to discuss the Project in detail with the Engineer, the District and a representative from Remlinger Farms and AT&T.
- B. Permit applications and reviews are not the responsibility of the Contractor.
- C. The Contractor shall be responsible for notification to utility companies prior to start of work and identification and protection of all utilities and underground infrastructure that may be affected by the work. The Contractor shall not be entitled to additional compensation for protection or avoidance of utilities and underground infrastructure discovered in the course of the work unless they require a substantial redesign or improvements.
- D. The Contractor is required to attend the preconstruction meeting, which will occur a minimum of two working days prior to the planned construction.
- E. The Contractor shall be responsible for excavating, hauling, and stockpiling unsuitable foundation, structure excavation Class A, soils, and any excess material off site for proper disposal. Contractor may be required to execute an access agreement with the owner of Remlinger Farms for stockpiling.
- F. The Contractor shall haul all removed existing structures offsite to an approved facility for proper disposal.
- G. All native, non-invasive organic material (large and small wood) cleared for access shall remain on site.
- H. Except as set forth herein, procurement of culverts, wingwalls, headwalls, and associated drainage are not the responsibility of the Contractor. Procurement of all other necessary materials and equipment to complete the Project as designed is the responsibility of the Contractor.
- I. The Contractor shall prepare a Spill Prevention Control and Containment Plan, commensurate with the size of the project, and submit to the Project Manager prior to starting construction.
- J. A supply of emergency erosion control materials shall be on hand and temporary erosion controls shall be installed and maintained in place until site restoration is complete.

- K. The Contractor shall fully implement the Temporary Stream Diversion (TSD) Plan before commencing and throughout the duration of work below the Ordinary High-Water Mark (OHWM) of Langlois Creek.
- L. The Contractor shall inspect and maintain the TSD daily.
- M. Project operations shall cease under high flow conditions that could inundate the project area, except as necessary to avoid or minimize resource damage.
- N. When conducting in-water or bank work, machine hydraulic lines shall be filled with vegetable oil to minimize impacts of potential spills and leaks. If not practicable, the applicant will propose alternative BMPs to avoid the discharge of hydraulic fluids into the aquatic environment.
- O. The Contractor shall have spill prevention and clean-up kits on site when heavy equipment is operating within 25 feet of the water.
- P. To the extent feasible, work requiring use of heavy equipment shall be completed by working from the top of the bank (i.e., landward of the OHWM).
- Q. The Contractor shall check equipment daily for leaks and any necessary repairs shall be completed prior to commencing work activities around the water.
- R. The Contractor shall install a turbidity and/or debris containment device, where practicable, prior to commencing in-water work.
- S. Fish exclusion, defishing, and water quality monitoring for fish safety shall be the responsibility of the District's consultant.
- T. The Engineer is responsible for inspecting streambed materials at the quarry.
- U. The geotechnical engineer is responsible for inspecting the culvert and wingwall excavation and subgrades.
- V. The Contractor shall not conduct any structural fill and compaction until the Engineer has inspected and verified that the proposed soils are suitable for reuse.
- W. The channel layout shall be inspected by the Engineer.
- X. The Contractor shall be responsible for reseeding and restoring areas disturbed during construction as shown on the Plans within 7 calendar days of completion of construction.
- Y. The Contractor shall be responsible for installing plantings according to the Plans.
- Z. If areas or features outside designated construction zones sustain impact from Contractor activities, the Contractor shall restore to pre-construction condition.
- AA. The Contractor shall be responsible for preserving and protecting all existing native trees and shrubs not designated for removal to the extent practicable.

- BB. Boundaries of clearing limits associated with site access and construction shall be marked to avoid or minimize disturbance of riparian vegetation, wetlands, and other sensitive sites.
- CC. All Project work must be completed in accordance with the Washington State Department of Transportation 2024 Standard Specifications.
- DD. Delivery of the culvert sections will be through Oldcastle's trucking subcontractor and shall be coordinated by the Contractor and delivered to the designated stockpiling location indicated in Exhibit N – Designated Stockpiling Locations.
- EE. Access along or across the SVT at Culvert #1 requires prior authorization from KCP. Additional requirements are as follows:
- a. Construction vehicles shall come to a complete stop before crossing the SVT.
 - b. Certified flaggers shall be on site to manage trail traffic during activities that require mobilization of large-scale construction equipment, vehicle turning or backing-up on or near the SVT, or where sight distances or other site conditions warrant.
 - c. No steel tracks are allowed.
 - d. Any damage caused by the Contractor shall be repaired at Contractor's sole expense.
- FF. The Contractor shall be responsible for the maintenance of access roads, crossings, and utility locates, drainage structures and systems during construction.
- GG. The Contractor shall be responsible for establishing survey control and for setting and maintaining all survey markers necessary for construction of the permitted work. Survey work shall be performed by a Professional Land Surveyor licensed to perform such work in the State of Washington and shall conform to standard practices and principles of land surveying as set forth in the laws of the State of Washington.
- HH. Stockpile and staging areas shall not be located within sensitive areas or their buffers or at Culvert #1.
- II. All equipment, materials, bore pits, and work areas at Culvert #1 shall be clearly delineated, secured, and blocked off from public access for the duration of the proposed work.
- JJ. A one-call utility locate and private utility locate shall be required before any excavation at the Project. The request for a one-call locate shall be made a minimum of two business days before excavation. The Contractor shall record the one-call ticket number and shall make available upon request.

KK. Any damages to facilities at Culvert #1 shall be restored to like conditions or better and in accordance with King County's standard Trail Repair Detail. SVT repairs shall match elevation and slope of adjacent trail surface with no discernible rise or dip. All repairs shall include the full trail width and have a minimum length of 4-feet.

LL. The Work Area and Staging plan shall consist of a vicinity map and/or site plan and shall identify the following:

- e. Site access and construction entrances
- f. Staging areas including contractor / personnel parking, materials, equipment, etc.
- g. Maximum gross weight of construction equipment use
- h. Construction means and methods including layout for proposed methods (bore pits, trenches, utility pothole locations, etc.)
- i. Methods for delineating and securing the work area
- j. Advance warning signage
- k. Construction work tasks and construction sequencing

MM. The Contractor shall prepare and submit a TESC Plan in accordance with applicable local, state, and federal requirements.

NN. No later than one year after Project completion, the District and KCP shall conduct a one-year warranty inspection of the portion of the Project constructed at Culvert #1 with the Contractor. If defects amounting to deviations from the Project Documents or as built conditions approved by the Project engineer, are found in that part of the Project constructed at Culvert #1, the Contractor shall correct such defects.

OO. The Contractor shall maintain a record set of the Plans accurately marked to indicate completed work that differs from the design information shown in the Plans. Provide contact information on the record Plans.

The Contractor shall comply with WAC clearances from electric lines and electric facilities at Culvert #2.

EXHIBIT B

**Plans - Langlois Creek Culvert Replacements Snoqualmie Valley Trail Culvert Crossing
Culverts #101SC-07 and #933063**

Dated May 16, 2024

*Attached document

EXHIBIT C
Specifications – Langlois Creek Culvert Replacements Contract Special Provisions
Dated February 15, 2024

*Attached document

EXHIBIT D

**Geotechnical Letter Report
Dated December 2, 2020**

*Attached document

EXHIBIT E

Oldcastle Shop Drawings (Culverts #1 and #2)

Dated January 30, 2024

*Two attached documents for each culvert

EXHIBIT F

Washington State Department of Transportation 2024 Standard Specifications

*Access document: <https://www.wsdot.wa.gov/publications/manuals/fulltext/m41-10/ss.pdf>

EXHIBIT G

King County Special Use Permit #SUPS23-0004

Dated January 8, 2024

*Attached document

EXHIBIT H
King County Interagency Funding Agreement

Dated February 12, 2024

*Attached document

EXHIBIT I

King County Cultural Resources Inadvertent Discovery Plan

*Attached document

EXHIBIT J

Puget Sound Energy Limited Use Permit

Dated May 22, 2023

*Attached document

EXHIBIT K

Washington Department of Fish and Wildlife Hydraulic Project Approval

Dated July 8, 2022

*Attached document

EXHIBIT L
Corps Nationwide Permit 14 Terms and Conditions

Dated February 25, 2022

*Attached document

EXHIBIT M

Langlois Conduit Support Plans

Dated May 21, 2024

*Attached document

EXHIBIT N

Designated Stockpile Locations

*Attached document