



**PUBLIC WORKS DEPARTMENT**

**BID SPECIFICATIONS**

**AND**

**CONTRACT DOCUMENTS**

**FOR**

**LACAMAS LAKE DAM GATE  
REPLACEMENT PROJECT**

**CITY PROJECT NUMBER:  
STM24001**

**April 2026**

# LACAMAS LAKE DAM GATE REPLACEMENT PROJECT

## BID SPECIFICATIONS AND CONTRACT DOCUMENTS

The documents for this project were prepared by or under direct supervision of:



**Prepared by:**

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**Prepared for:**

City of Camas  
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Camas, WA 98607  
James E. Carothers P.E.  
City Engineer/Engineering Manager

**APPROVED FOR  
AD, BIDDING, &  
CONSTRUCTION:**

Signed by:  
*James E. Carothers*  
222ADA9D2B934F1

**DATE:** 4/14/2026

**CITY OF CAMAS, WASHINGTON  
PUBLIC WORKS DEPARTMENT**

**Specifications and Contract Documents**

**Lacamas Lake Dam Gate Replacement Project**

**in and for the  
City of Camas  
a Municipal Corporation**

**Consisting of**

**CALL FOR BIDS  
BIDDING DOCUMENTS  
CONTRACT DOCUMENTS  
AMENDMENTS TO THE STANDARD SPECIFICATIONS  
SPECIAL PROVISIONS  
STATE MINIMUM HOURLY PREVAILING WAGE RATES  
TECHNICAL SPECIFICATION  
REDUCED SIZE CONSTRUCTION PLANS**

**By Order of the Mayor and City Council  
City of Camas**

**City Project No. STM24001**

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**CALL FOR BIDS**

**CITY OF CAMAS PUBLIC WORKS DEPARTMENT  
CITY PROJECT NO. STM24001  
LACAMAS LAKE DAM GATE REPLACEMENT PROJECT**

The improvement for which bids will be received follows:

Bid opening on Tuesday, May 5, 2026, at 10:00 A.M. at the Camas City Hall Council Chambers located at 616 NE 4th Avenue, Camas, Washington 98607. Sealed bids in clearly marked envelopes (including Bidding Company's Name, Contact information, Project Number and Project Title) will be received by the City of Camas Administrative Services (in front of City Hall), 616 NE 4th Avenue, Camas, Washington 98607, until 10:00 A.M.

All Bid Proposals shall be accompanied by a Bid Proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such Bid Proposal. Should the successful Bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the Washington State Department of Transportation (WSDOT) 2026 Standard Specifications for Road, Bridge, and Municipal Construction (standard specifications), the Bid Proposal deposit shall be forfeited to the City of Camas.

Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to Builders Exchange of Washington (BXWA) at [www.bxwa.com](http://www.bxwa.com) and clicking on "Posted Projects", "Public Works", and "City of Camas". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic email notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders who do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Bids from Bidders who are not listed on the self-registered bidders list may be returned to bidders unopened. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration. Hard copies of the bid documents can be purchased using the BXWA Online Print Ordering System.

**Statement of Work:**

This contract covers work to be performed at 3344 NE Everett Rd, Camas, Washington. This Contract provides for the removal and replacement of the existing spillway gates, actuators, and outlet valve at the Lacamas Dams (comprised of the Upper and Lower Dams). The project includes clearing and grubbing, design, supply and installation of new slide gates and associated gate stems, manual actuators, and gate frames, design, supply and installation of new knife gate valve and associated valve stem and actuator, erosion control, traffic control, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

**Non Mandatory Pre-Bid Meeting:**

A pre-bid meeting is scheduled for Tuesday, April 28, 2026, at 2:00 P.M. The meeting will be held at the Lacamas Lake Lodge located at 227 NE Lake Rd, Camas, Washington. Bidders are strongly encouraged to attend. This is an opportunity to review existing conditions, verify equipment sizing, and ask questions regarding scope of work and bid submittals.

**For questions, please contact Chris Lopez (Project Engineer) at 360-817- or [clopez@cityofcamas.us](mailto:clopez@cityofcamas.us) or Will Noonan at 360-817-7983 or [wnoonan@cityofcamas.us](mailto:wnoonan@cityofcamas.us)**

**The Contractor is obligated to pay the Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County, effective May 5, 2026**

**American Made:**

In an effort to maximize the creation of American jobs and restoring economic growth, the City of Camas encourages the use of products and services that are made in the United States of America whenever and wherever possible.

**Disadvantaged Businesses:**

The City of Camas encourages the solicitation and recruitment, to the extent possible, of certified minority-owned (MBE), women-owned (WBE), emerging small (ESB) businesses, and other disadvantaged companies in the construction of this project.

**Civil Rights Act:**

The City of Camas is an Equal Employment Opportunity employer. This Information is available in an alternate form by request by contacting 360-834-6864.

Spanish La información está disponible en un idioma alternativo a pedido,  
Chinese Simplified kě gēn jù yāo qiú tí gòng tì dài yǔ yán de xìn xī,  
Japanese Rikuesuto ni ōjite,-betsu no gengo de jōhō o nyūshu dekimasu,  
Korean jeongboneun yocheong si daeche eon-eolo jegongdoebnida,  
Vietnamese Thông tin có sẵn bằng ngôn ngữ thay thế theo yêu cầu,  
Romanian Informațiile sunt disponibile într-o limbă alternativă la cerere,  
Russian Informatsiya dostupna na drugom yazyke po zaprosu, and  
Ukranian Informatsiya dostupna inshoyu movoyu za zapytom.

**Title VI Statement**

The City of Camas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**E-Verify Requirements:**

Per City of Camas Ordinance No. 2626, as a condition for the award or renewal of any contract after January 1, 2012, the Contractor shall enroll in the E-Verify program through the United States Department of Homeland Security and thereafter shall provide the City with a copy of the Memorandum of Understanding (issued by Homeland Security) UPON REQUEST, affirming their enrollment and participation in the program. The Contractor shall be required to continue their participation in the program throughout the course of their contract with the City. Prime contractors shall require and verify that each of their subcontractors and lower tiered subcontractors are also enrolled and participants in the E-Verify program. This is intended to be used exclusively for employees hired after award and for the duration of the contract with the City of Camas.

E-Verify, is an Internet based system operated by the Department of Homeland Security in partnership with the Social Security Administration at no charge. E-Verify has been determined to be a suitable means for determining employment eligibility of new hires and the validity of their Social Security numbers. Please visit the Department of Homeland Security's web site at <http://www.dhs.gov/index.shtm> and select E-Verify to learn more or to enroll in this program.

**Indemnification:**

The Contractor shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

This document and all associated public records will be released where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the City to respond to a request under the Act, as determined by the City, the Contractor agrees to make them promptly available to the City. If the Contractor considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the City receives a request under the Act to inspect or copy the information so identified by the Contractor and the City determines that release of the information is required by the Act or otherwise appropriate, the City's sole obligation shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the City will release the requested information on the date specified.

The City of Camas expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsible bidder as it best serves the interests of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.

Signed by:



FB312E2671704A5

Wallace Grisette

Procurement Specialist

**PART ONE**  
**BIDDING DOCUMENTS**



**PROPOSAL**

To the Office of the City Clerk  
Camas, Washington

The undersigned hereby certifies that he has examined the location of

**Lacamas Lake Dam Gate Replacement Project  
Project No. STM24001**

and that the Plans, Specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said Plans, Specifications and contract, and the following schedule of rates and prices:

(Note: Unit prices for all items, all extensions, and total amount of bid should be shown. All entries must be typed or entered in ink.)

Item No.	Qty.	Unit	Description	Unit Price	Total
1	1	LS	Mobilization		
2	1	LS	SPCC Plan		
3	1	LS	Erosion Control and Water Pollution Control		
4	1	LS	Demolition		
5	1	LS	Furnish and Install Upper Dam Spillway Gates		
6	1	LS	Furnish and Install Upper Dam Low Level Outlet		
7	1	LS	Furnish and Install Lower Dam Level Outlet		
8	1	LS	Road Restoration		
9	1	LS	Construction Documentation (Minimum bid \$5,000)	\$5,000	\$5,000

<b>Subtotal</b>	\$
<b>Sales Tax (8.8%)</b>	\$
<b>Contract Total</b>	\$

\_\_\_\_\_  
**Signature of Owner or Authorized Corporate Officer**  
*(This is required for a valid bid)*

Receipt is hereby acknowledged of Addendum(s) No. \_\_\_\_\_, \_\_\_\_\_, & \_\_\_\_\_.

**By signing the Bid Proposal, the bidder hereby declares, under penalty of perjury under the laws of the United States that the Non-Collusion Declaration and Notice to All Bidders statements, as provided in these Bid Specifications and Contract Documents, are true and correct.**

**The City of Camas reserves the right to reject any or all proposals if found to be higher than the estimated cost and to waive any formality or technicality in any proposal in the interest of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.**



**SUBCONTRACTOR  
MANDATORY BIDDER RESPONSIBILITY CRITERIA**

**This form provided for the Prime Contractor’s use for all Subcontractors. This form does not need to be included with Bid Proposal.**

Per RCW 39.06.020, the Prime Contractor must verify bidder criteria for each first tier subcontractor. Lower-tiered subcontractors must also verify bidder criteria for their subcontractors. Licensing information to verify is the same as listed above under Mandatory Bidder’s Criteria. As a courtesy, a blank Subcontractor Mandatory Bidder Responsibility form has been included in these specifications.

---

**PROJECT NAME** **PROJECT NUMBER**

---

**GENERAL CONTRACTOR**

*Prior to subcontracting any work, the Contractor shall verify that every Subcontractor, first tier and lower, meets the responsibility criteria stated below at the time of subcontract execution. Contractor is to verify that there are not any of the proposed Subcontractors on the 'Debarred Contractors' List.*

---

**SUBCONTRACTOR NAME & SIGNATURE OF OWNER OR CORPORATE OFFICER DATE**

---

**SUBCONTRACTOR MAILING ADDRESS** **PHONE NUMBER**

---

**WA DEPARTMENT OF LICENSING CONTRACTOR LICENSE REGISTRATION NUMBER**

---

**UNIFIED BUSINESS IDENTIFIER NUMBER (UBI) / WA STATE TAX REGISTRATION NUMBER**

---

**WA STATE LABOR AND INDUSTRIES WORKER COMPENSATION NUMBER**

---

**WA STATE EMPLOYMENT SECURITY DEPT. NUMBER (UNEMPLOYMENT NUMBER)**

---

**EXCISE TAX REGISTRATION NUMBER (FEDERAL ID NUMBER)**

---

**ELECTRICAL CONTRACTOR LICENSE NUMBER (if applicable)**

## **BIDDER'S CHECKLIST**

The bidder's attention is especially called to the following forms, which must be executed in full as required and submitted at the bid opening:

**A. PROPOSAL**

Unit prices for all items, all extensions, and total amount of bid must be shown, except those items designated in the estimate of quantities to be paid for as lump sum. Any item shown on the Plans that does not have a bid item shall be considered incidental to the project and the costs thereof shall be included in other bid items of the project. Pay special attention to the Non-Collusion Declaration before signing the proposal. An unsigned bid may be considered a non-responsive bid.

**B. BID BOND**

Proposals must be accompanied by cash, a certified check, a cashier's check drawn on a bank of good standing, or a bid bond issued by a surety company authorized to issue such bonds in the State of Washington, in an amount of not less than five percent (5%) of the total amount of the bid submitted. The full amount will be returned within five (5) days after the contract has been executed.

**C. DID YOU COMPLETE AND SUBMIT THE BIDDER'S INFORMATION PAGE?**

**D. DID YOU SIGN AND SUBMIT YOUR BID PROPOSAL?**

**E. DID YOU COMPLETE AND SUBMIT THE MANDATORY BIDDER RESPONSIBILITY CRITERIA INFORMATION FORM?**

**F. DID YOU SIGN AND SUBMIT THE BID BOND ACKNOWLEDGEMENT FORM, AND INCLUDE A BID BOND?**

**G. DID YOU SUBMIT THE LOCAL AGENCY SUBCONTRACTOR LIST?**

**H. IF APPLICABLE, DID YOU ACKNOWLEDGE RECEIPT OF ADDENDUMS ON YOUR PROPOSAL?**

**I. DID YOU READ THE 'NON-COLLUSION DECLARATION' AND 'NOTICE TO ALL BIDDERS' STATEMENTS?**

Prior to award, the apparent low Bidder must complete the **CITY OF CAMAS BIDDER RESPONSIBILITY ACCEPTANCE form**.

As a condition of award, the bidder's attention is especially called to the following forms, which must be provided UPON REQUEST:

- A. ACKNOWLEDGEMENT OF CONTRACTOR LAWFUL HIRING COMPLIANCE ENROLLMENT FORM (E-VERIFY).**
- B. A FULL AND COMPLETED COPY OF THE E-VERIFY MEMORANDUM OF UNDERSTANDING (MOU) ISSUED BY HOMELAND SECURITY.**

The following forms are to be executed by the successful bidder after the contract is awarded:

- A. CONTRACT**  
This agreement is to be executed by the successful bidder.
- B. CONTRACT BOND**  
This form is to be executed by the successful bidder and his surety company.
- C. DECLARATION OF OPTION FOR INVESTMENT OF RETAINED PERCENTAGE**  
This agreement is to be executed by the successful bidder.
- D. WAGE LAW INTENT AND AFFIDAVIT**  
This shall be completed in accordance with State Law.
- E. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**  
This is to be executed by the successful bidder.
- F. SUBMITTAL OF WEEKLY CERTIFIED PAYROLL REPORTS FOR ALL WORKERS ON THE PROJECT**  
Failure to submit correct and timely certified payrolls will delay payment.

**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 for 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.**

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOT 272-036I EF

**BID BOND  
ACKNOWLEDGEMENT**

The bidder is hereby advised that by signature of this proposal they are deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices, must be provided as required by law. The following forms as indicated below are acceptable and shall be attached hereto:

<u>      </u> CASH	IN THE AMOUNT OF _____
<u>      </u> CASHIER'S CHECK	_____ DOLLARS
<u>      </u> CERTIFIED CHECK	(\$ _____) PAYABLE TO THE CITY
<u>      </u> PROPOSAL BOND	TREASURER OF CAMAS, WASHINGTON, IN THE AMOUNT OF 5% OF THE BID.

The failure to furnish a Bid deposit of a minimum of 5 percent (5%) with the Bid or as a physical supplement to the electronic Proposal Form shall make the Bid nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

**SIGNATURE OF OWNER OR AUTHORIZED CORPORATE OFFICER**

\_\_\_\_\_  
\_\_\_\_\_

**FIRM NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_



Public Works Department

To: Project Bidder(s)

From: Chris Lopez
City of Camas
616 NE 4th Avenue
City of Camas, WA 98607

RE: STM24001 LACAMAS LAKE DAM GATE REPLACEMENT PROJECT - BIDDER RESPONSIBILITY ACCEPTANCE

Per the project bid documentation section S.P. 1-02.14, the bidder must meet the criteria as stated. Please check yes or no to the following and sign below as your statement verifying you meet the following criteria sections 1 through 7 as outlined in the bid documents.

- Yes No Our company does not owe delinquent taxes to the State of Washington, as indicated in section 1-02.14 (1)
Yes No Our company is not debarred or suspended by the federal government, as indicated in section 1-02.14 (2)
Yes No Our company's subcontract form will include subcontractor responsibility language per RCW 39.06.020, as indicated in section 1-02.14 (3)
Yes No Our company does not have a record of excessive claims filed against retainage or payment bonds for public works projects, as indicated in section 1-02.14 (4)
Yes No Our company, owners, and officers have not been convicted of a crime involving bidding on a public works contract in the last five years, as indicated in section 1-02.14 (5).
Yes No Our company has not had any public works contracts terminated for default by a government agency in the last five years, as indicated in section 1-02.14 (6).
Yes No Our company does not have any lawsuits with judgements entered against us in the last five years, as indicated in section 1-02.14 (7).

The City reserves the right to ask additional questions or to conduct their own investigation on matters related to Section 1-02.14.

Company Name: \_\_\_\_\_

Printed Name and Position: \_\_\_\_\_

Signature Acknowledging the above: \_\_\_\_\_

**PART TWO**  
**CONTRACT DOCUMENTS**

**CONTRACT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Camas under and by virtue of Title 35A RCW (cities and towns), as amended

And, \_\_\_\_\_, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for **Lacamas Lake Dam Gate Replacement Project, City of Camas Project No. STM24001**, in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Camas. In all respects, the Contractor is an independent Contractor, and not an employee of the City of Camas.

II. The City of Camas hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The Contractor shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

V. The Contractor shall provide a material, labor, and equipment guarantee for the work performed under this contract for a period of one year from the Date of Acceptance as shown on the Notice of Completion for

Public Works Projects. All work shall be free of defect in workmanship or materials. Upon notice, the Contractor shall make all repairs promptly at no cost to the City. Failure to repair or replace defects in a manner satisfactory to the Engineer will constitute a breach of this contract.

VI. The Contractor is obligated to affirm its enrollment and participation in the E-Verify program as written in these specifications and per Camas Ordinance 2626.

VII. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.

**VIII. The Contractor is obligated to pay Washington State Department of Labor and Industries Prevailing Wage Rates for Clark County effective date of bid opening as stated on the call for bids.**

IX. The Contractor further acknowledges the following provisions and agrees to comply with the conditions as set forth therein:

**THIS PROJECT REQUIRES A CONTRACT BOND (PAYMENT AND PERFORMANCE BOND) FOR 100% OF THE CONTRACT AMOUNT.**

X. The Contractor shall certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State or Federal department or agency.

XI. The Contractor shall not propose or contract with any person or entity that is currently debarred, suspended, and ineligible contractors and grantees.

XII. It is further provided that no liability shall attach to the City of Camas by reason of entering into this contract, except as provided herein.

XIII. The Contractor shall maintain its records and accounts so as to facilitate audit requirements as established by the Office of the State Auditor and shall require subcontractors to do the same.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor of the City of Camas has caused this instrument to be executed by and in the name of the said City of Camas the day and year first above written.

Executed by the Contractor \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contractor

Executed by the Local Agency \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor of the City of Camas

Approved as to Form

\_\_\_\_\_  
City of Camas Attorney

**DECLARATION OF OPTION FOR INVESTMENT OF RETAINED  
PERCENTAGE**

I hereby elect to have the retained percentage of this contract held in a fund by the City of Camas until thirty (30) days following final acceptance of the work.

Signed \_\_\_\_\_

Date \_\_\_\_\_

\*\*\*\*\*

I hereby elect to have the City of Camas invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.020 and 60.28.050. The City will select the repository.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Camas shall not be liable in any way for any costs or fees in connection herewith.

Signed \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, That

of \_\_\_\_\_, as Principal, and \_\_\_\_\_

as Surety, are jointly and severally held and bound unto the City of Camas, Washington,

in the penal sum of Dollars (\$ \_\_\_\_\_), for the payment of which we jointly and severely bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that whereas, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20 \_\_, the said \_\_\_\_\_,

Principal, herein, executed a certain contract with the City of Camas, Washington,

by the terms, conditions and provisions of which contract the said \_\_\_\_\_,

Principal, herein, agree to furnish all material and do certain work, to wit: That

\_\_\_\_\_ will undertake and

complete the construction of these **Lacamas Lake Dam Gate Replacement Project , City of Camas Project No. STM24001**, according to the maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. The bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by **October 31<sup>st</sup>, 2026, unless amended by change order**, undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTORNEY-IN-FACT, SURETY

\_\_\_\_\_  
NAME AND ADDRESS, LOCAL OFFICE OF AGENT

APPROVED:  
CITY OF CAMAS, WASHINGTON  
BY: \_\_\_\_\_  
MAYOR, CITY OF CAMAS  
DATE: \_\_\_\_\_, 20\_\_  
SURETY BOND NUMBER \_\_\_\_\_

**The United States Department of Transportation**  
**Appendix A of the**  
**Standard Title VI/ Non-Discrimination Assurances**  
**DOT Order No. 1050.2A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, Age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**The United States Department of Transportation**  
**Appendix E of the**  
**Standard Title VI/ Non-Discrimination Assurances**  
**DOT Order No. 1050.2A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:  
Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

**PART THREE**  
**AMENDMENTS TO THE STANDARD**  
**SPECIFICATIONS**

## **INTRODUCTION**

The following Amendments and Special Provisions shall be used in conjunction with the current updated Standard Specifications for Road, Bridge, and Municipal Construction, as of the Call for Bids date.

## **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

WSDOT manuals and publications are updated continuously, and revisions are issued periodically. It is the responsibility of bidders to make sure they have the current versions, regardless of the manual format or means of transmission. Publications on the WSDOT web page are the most recent versions and can be downloaded and printed without charge.

**PART FOUR**  
**SPECIAL PROVISIONS**

## INTRODUCTION TO THE SPECIAL PROVISIONS

*(January 4, 2024 APWA GSP, Option A)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2025 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

*(March 8, 2013 APWA GSP)*

*(April 1, 2013 WSDOT GSP)*

*(May 1, 2013 COC GSP) Agency Special Provision*

*Project specific special provisions are labeled without a date as such:*

*(\*\*\*\*\*)*

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT Manual M21-01, current edition
- *City of Camas Standard Design Manual*, current edition

Contractor shall obtain copies of these publications, at Contractor’s own expense.

**DIVISION 1**  
**GENERAL REQUIREMENTS**

**1-01 DESCRIPTION OF WORK**

(\*\*\*\*\*)

This contract covers work to be performed at 3344 NE Everett Rd, Camas, Washington. This Contract provides for the removal and replacement of the existing spillway gates, actuators, and outlet valve at the Lacamas Dams (comprised of the Upper and Lower Dams). The project includes clearing and grubbing, design, supply and installation of new slide gates and associated gate stems, manual actuators, and gate frames, design, supply and installation of new knife gate valve and associated valve stem and actuator, erosion control, traffic control, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

- Bidders to supply, deliver, remove, modify, and install equipment as referenced in the construction plans and technical specifications.
- Lacamas Lake trailhead shall remain close to public access during removal and replacement of Dam Gates. Contractor to coordinate access with Clark County during construction and shall sequence demolition and installation schedule. Equipment shall not be demolished until new equipment has arrived and is ready to be installed.
- Equipment or parts scheduled for removal shall become property of the Contractor.

**1-01.3 Definitions**

*(January 19, 2022 APWA GSP)*

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

**Dates**

***Bid Opening Date***

The date on which the Contracting Agency publicly opens and reads the Bids.

***Award Date***

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

***Contract Execution Date***

The date the Contracting Agency officially binds the Agency to the Contract.

***Notice to Proceed Date***

The date stated in the Notice to Proceed on which the Contract time begins.

***Substantial Completion Date***

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

***Physical Completion Date***

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

***Completion Date***

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

***Final Acceptance Date***

The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

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

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

**Additive**

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

**Alternate**

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

**Business Day**

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

**Contract Bond**

The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

**Contract Documents**

See definition for “Contract”.

**Contract Time**

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

**Notice of Award**

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

**Notice to Proceed**

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

**Traffic**

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

*(August 1, 2018 COC GSP)*

The following new definitions are added to this section:

**City**

The City of Camas as determined by the jurisdiction in which the facilities are being constructed.

**Standard Details**

The City of Camas Design Standards Manual, incorporated into the Contract Documents by reference above, is also referred to as Standard Details

The definition for **Engineer** is replaced with the following:

**Engineer or Project Engineer**

For improvements constructed by private contract, shall mean the Project Engineer or Project Manager, for purposes of approval of changes to, and final acceptance of, the facilities that are or will become public facilities.

**1-02 BID PROCEDURES AND CONDITIONS**

**1-02.1 Prequalification of Bidders**

Delete this Section and replace it with the following:

**1-02.1 Qualifications of Bidder**

*(April 9, 2020 COC GSP)*

Bidders must meet the minimum qualifications of RCW 39.04.350(1), as amended:

“Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:

- (a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
- (b) Have a current state unified business identifier number;
- (c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
- (d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).”
- (e) The contractor shall prepare and submit a project specific COVID-19 Plan that makes it mandatory for all workers on the project to have face masks, gloves, and other PPE if directed by Federal and State mandates. All workers on this project must comply with an approved COVID-19 plan or be subject to disqualification to work on the project. Camas reserves the right to review the submitted plan and to mandate certain additions or deletions in conformance with current recommendations and Camas standards.

### **1-02.6 Preparation of Proposal**

*(April 4, 2025 COC GSP)*

Section 1-02.6 is supplemented with the following:

The fourth, fifth and sixth paragraphs of Section 1-02.6 are deleted.

### **1-02.9 Delivery of Proposal**

*(October 1, 2005 APWA GSP)*

Revise the first paragraph to read:

**Each proposal shall be submitted in a sealed envelope, with the Project Name, Project Number, Contractor Name, Address and Phone Number clearly marked on the outside of the envelope, or as otherwise stated in the Bid Documents, to ensure proper handling and delivery.**

### **1-02.12 Public Opening of Proposal**

*(April 28, 2023 COC GSP)*

Section 1-02.12 is supplemented with the following:

#### ***Date of Opening Bids***

Sealed bids will be received at Administrative Services, 616 NE 4th Avenue, Camas, Washington, 98607 at the time and date noted in the Call for Bids. Administrative Services is located on the first floor of Camas City Hall.

**1-02.13 Irregular Proposals**  
(December 30, 2022 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
  - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
  - h. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - i. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
  
2. A Proposal may be considered irregular and may be rejected if:
  - a. The Proposal does not include a unit price for every Bid item;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - c. Receipt of Addenda is not acknowledged;
  - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - e. If Proposal form entries are not made in ink.

**1-02.14 Disqualification of Bidders**  
(May 17, 2018 APWA GSP, Option A)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency 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 two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible,

the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

**1-02.15 Pre-Award Information**  
*(December 30, 2022 APWA GSP)*

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

**1-03 AWARD AND EXECUTION OF CONTRACT**

**1-03.1 Consideration of Bids**  
*(December 30, 2022 APWA GSP)*

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

**1-03.3 Execution of Contract**  
*(April 9, 2020 COC GSP)*

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

**Within 14 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.**

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of **14** additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

#### **1-03.4 Contract Bond**

*(July 23, 2015 APWA GSP)*

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
  - a. Is registered with the Washington State Insurance Commissioner, and
  - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
  - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
  - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

## **1-05 CONTROL OF WORK**

### **1-05.4 Conformity with and Deviations from Plans and Stakes**

This section is supplemented with the following:  
(January 13, 2021 WSDOT GSP OPT2)

The Contracting Agency has provided primary survey control in the Plans.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage, surfacing, paving, channelization and pavement marking, illumination and signals, guardrails and barriers, and signing. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans and construction activity may disturb or damage the monuments. All monuments noted on the plans "DO NOT DISTURB" shall be protected throughout the length of the project or be replaced at the Contractor's expense.

Detailed survey records shall be maintained, including a description of the work performed on each shift, the methods utilized, and the control points used. The record shall be adequate to allow the survey to be reproduced. A copy of each day's record shall be provided to the Engineer within three working days after the end of the shift.

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

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

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.
2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.
3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.
4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor.
5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.

6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.

7. Establish intermediate elevation benchmarks as needed to check work throughout the project.

8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.

9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.

10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Engineer.

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

	<u>Vertical</u>	<u>Horizontal</u>
Slope stakes	±0.10 feet	±0.10 feet
Subgrade grade stakes set		
0.04 feet below grade	±0.01 feet	±0.5 feet
(parallel to alignment)		
±0.1 feet		
(normal to alignment)		
Stationing on roadway	N/A	±0.1 feet
Alignment on roadway	N/A	±0.04 feet
Surfacing grade stakes	±0.01 feet	±0.5 feet
(parallel to alignment)		
±0.1 feet		
(normal to alignment)		
Roadway paving pins for		
surfacing or paving	±0.01 feet	±0.2 feet
(parallel to alignment)		
±0.1 feet		
(normal to alignment)		

The Contracting Agency may spot-check the Contractor's surveying. These spot-checks will not change the requirements for normal checking by the Contractor.

When staking roadway alignment and stationing, the Contractor shall perform independent checks from different secondary control to ensure that the points staked are within the specified survey accuracy tolerances.

The Contractor shall calculate coordinates for the alignment. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor for commencing with the work. The Contracting Agency will require up to seven calendar days from the date the data is received.

Contract work to be performed using contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.

Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are needed that are not described in the Plans, then those stakes shall be marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

#### *Payment*

Payment will be made for the following bid item when included in the proposal:

"Roadway Surveying", lump sum.

The lump sum contract price for "Roadway Surveying" shall be full pay for all labor, equipment, materials, and supervision utilized to perform the Work specified, including any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts.

#### **1-05.7 Removal of Defective and Unauthorized Work**

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of

work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

### **1-05.12 Final Acceptance**

*(October 29, 2020 COC GSP)*

Section 1-05.12 is supplemented with the following:

By signing the Contract the Contractor agrees to provide a material, labor, and equipment warranty for the work performed for a period of one (1) year from the acceptance date, for all work to be free of defect in materials or workmanship. All warranty related repairs will be made promptly upon notification to the Contractor at no cost to the City. The Contract Bond shall cover 100% of the work proposed in this contract, and as modified by change order, for a period no shorter than one calendar year (365 Days) from the date of Final Acceptance as established by the contracting agency.

### **1-05.12(1) Construction Documentation**

*(August 1, 2018 COC GSP)*

#### **Description**

This work shall include all labor, equipment, and materials to provide satisfactory and complete project documentation as may be required by the City of Camas, various Washington State Agencies, and the Federal Government that is specific to this project. Documentation shall include, but may not be strictly limited to, satisfactory completion of the following: Weekly Certified Payrolls for the Prime Contractor, and ALL Subcontractors; INTENTS and AFFIDAVITS of Wages Paid as required by the Department of Labor and Industries, MBE Documentation, Affidavit of Industrial Insurance Premiums for all contractors, submittal of tickets for all materials used on the project, and any other documentation as may be required by the Project Engineer, as is necessary to properly document the activities of the project.

#### **Requirements**

All documentation and other paperwork as may be required by the Contracting Agency, shall be completed correctly and submitted to the appropriate State or Local Agency at regular intervals as the work progresses. The Contracting Agency will review and monitor the documentation requirements as the project progresses and may direct the Contractor to complete various documentation items as may be required from the City of Camas, various State and Federal Funding and Regulatory Agencies, prior to any additional contract payments.

#### **Measurement**

Measurement shall include 100% of all Construction Documentation assigned to the Contractor and as required by various state agencies; Local, County, State, and Federal regulatory and funding agencies as required to perform this work in accordance with the Plans and Specifications, and as modified by Change Order or Verbal or written Field Directive as issued by the Contracting Agency, per **Lump Sum**. No measurement or payment of this item shall be issued until the Engineer determines that 100% of the required Project Documentation has been satisfactorily completed and delivered to the Contracting Agency.

## **Payment**

### **Construction Documentation, per Lump Sum**

Payment for this item shall be made by the LUMP SUM as determined by the Engineer once all Construction Documentation has been correctly completed and satisfactorily submitted and approved by the Contracting Agency, or otherwise reviewed and Approved by an outside Agency as may be required by State RCW or WAC rule. Partial or monthly payments WILL NOT be made for Project Documentation; rather Full Payment of this item will only occur after the conclusion of the project once the Engineer Determines that the Contractor has submitted all required paperwork and necessary Documentation as required to satisfactorily document and record the activities of the project. The minimum Bid for **“Construction Documentation”**, per **Lump Sum, for this item shall be \$5,000.**

Add the following new section:

#### **1-05.16 Water and Power**

(\*\*\*\*\*)

The Contractor shall make necessary arrangements and shall bear the costs for power and water necessary for the performance of the work on this project. The Contractor may obtain temporary use of a city hydrant meter by making a request to the Camas Finance Department and providing a security deposit. The Contractor shall pay for billed water use for the duration of the project. The Contractor shall request removal of the temporary hydrant meter by e-mailing the City Inspector or Project Manager. Upon removal of the hydrant meter the city will either deduct the amount owed from the security deposit or submit a final invoice to the Contractor.

### **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

#### **1-07.1 Laws to be Observed**

*(April 9, 2020 COC GSP)*

Section 1-07.1 is supplemented with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish,

and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

### **1-07.2 State Sales Tax**

*(June 27, 2011 APWA GSP)*

Delete this section, including its sub-sections, in its entirety and replace it with the following:

### **1-07.2 State Sales Tax**

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

#### **1-07.2(1) State Sales Tax — Rule 171**

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

### **1-07.2(2) State Sales Tax — Rule 170**

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

### **1-07.2(3) Services**

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

### **1-07.5(3) State Department of Ecology**

*(March 24, 2020 COC GSP)*

Item No. 2. in the first paragraph is revised to read:

2. Perform Work in such a manner that all materials and substances not specifically identified in the Contract documents to be placed in the water do not enter waters of the State, including wetlands. These include, but are not limited to, petroleum products, hydraulic fluid, fresh concrete, concrete wastewater, process wastewater, slurry materials and waste from shaft drilling, sediments, sediment-laden water, chemicals, paint, solvents, or other toxic or deleterious materials. **Also included are slurries generated due to saw cutting of cement concrete and asphalt concrete surfaces and structures.**

### **1-07.17 Utilities and Similar Facilities**

*(November 5, 2024 COC GSP)*

Section 1-07.17 is supplemented by the following:

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

The Contractor shall call the Utility Location Request Center (One Call Center), for field location, not less than two nor more than ten business days before the scheduled date for commencement of excavation which may affect underground utility facilities, unless otherwise agreed upon by the parties involved. A business day is defined as any day other than Saturday, Sunday, or a legal local, State, or Federal holiday. The telephone number for the One Call Center for this project may be obtained from the Engineer. If no one-number locator service is available, notice shall be provided individually to those owners known to or suspected of having underground facilities within the area of proposed excavation.

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

No excavation shall begin until all known facilities, in the vicinity of the excavation area, have been located and marked.

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

Clark Public Utilities  
John Pilling  
360.992.8814  
jpilling@clarkpud.com

City of Camas  
Water Department  
Brandonn Prather  
cell: 360.921.2873  
bprather@cityofcamas.us

Zipty Fiber  
Wesley Coutts  
503.314.2366  
wesleycoutts1@zipty.com

City of Camas  
Street Department  
Scott Purkeypyle  
cell:360.772.3521  
spurkeypyle@cityofcamas.us

NW Natural Gas  
Juan Sanchez  
541.255.6359  
juan.sanchez@nwnatural.com

City of Camas  
Sewer Department  
Jay Martell  
cell: 360.772.3522  
jmartell@cityofcamas.us

Verizon  
Ian Lambie  
503.867.2758  
ian.lambie@verizon.com

Comcast  
Bob Millar  
360.828.3599  
bob\_millar@comcast.com

### **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**

*(January 4, 2024 APWA GSP)*

### **1-07.18(1) General Requirements**

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated 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 Completion Date 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 Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. 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.
- H. 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.
- I. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A "wrap up policy" is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

### **1-07.18(2) Additional Insured**

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- The City of Camas and its officers, elected officials, employees, agents, and volunteers
- Stantec and its officers, elected officials, employees, agents, and volunteers
- Clark County and its officers, elected officials, employees, agents, and volunteers
- Stantec

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, 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(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

### **1-07.18(3) Subcontractors**

The Contractor shall cause each subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors.

The Contractor shall ensure that all subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

### **1-07.18(4) Verification of Coverage**

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. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

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.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

**1-07.18(5) Coverages and Limits**

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

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 or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

**1-07.18(5)A Commercial General Liability**

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

- \$2,000,000 Each Occurrence
- \$3,000,000 General Aggregate
- \$3,000,000 Products & Completed Operations Aggregate
- \$2,000,000 Personal & Advertising Injury each offence
- \$2,000,000 Stop Gap / Employers' Liability each accident

**1-07.18(5)B Automobile Liability**

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

- \$1,000,000 Combined single limit each accident

**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(1) Construction Under Traffic**

(August 1, 2018 COC GSP)

Section 1-07.23(1) is supplemented with the following:

**Allowable Lane and Road Closure Requirements.**

Road closures are generally not allowed. Requests for road closures shall be submitted in writing by the Contractor a minimum of 14 calendar days prior to the proposed closure. Such requests shall include a comprehensive traffic control and flagging plan. Closures shall not occur without written permission from the City of Camas. The Contractor shall obtain the City's written approval prior to closing any lanes, shall employ sufficient certified flaggers and adequate signage for such conditions, and shall perform all traffic control in accordance with the latest version of the MUTCD and the approved traffic control plan.

**Material Delivery Subcontractors**

According to prevailing wage laws in the State of Washington (Chapter 39.12 RCW and as defined by WAC 296-127-018), any person that delivers materials such as cement concrete or asphalt to a work site, regardless of the method of material placement, is considered a subcontractor, and is subject to receiving prevailing wages, and all other conditions as required by law.

**Offsite Fabrication**

According to prevailing wage laws in the State of Washington (Chapter 39.04.010 RCW and as defined by WAC 296-127-010(5)(b)) The offsite fabrication of nonstandard items specifically produced for a public works project is considered public work for which prevailing wages are required. Examples include, but not limited to, fabrication of ducts for HVAC systems, certain concrete tunnel liners, and certain steel or other metal prefabrication. If the item is not fabricated on the public works jobsite, contact L&I for a determination as to whether the work is subject to the payment of prevailing wages, and the appropriate classification of work, if applicable. This determination will be based upon all relevant information, including, but not limited to: (1) whether the item is fabricated in an assembly/fabrication plant set up for, and dedicated primarily to the public works project; (2) whether the item requires assembly, cutting, modification or other fabrication by the supplier; (3) whether the item is typically an inventory item which could reasonably be sold on the general market; and (4) whether the item, although generally defined as "standard," has unusual characteristics such as shape, type of material, strength requirements, or finish, etc., specifically for the public works project.

**Cement Concrete and Asphalt**

A material supplier delivery driver is to be paid prevailing wages for their covered travel time as outlined in WAC 296-127-018 subsection 1-3. Said material supplier *IS* considered a subcontractor and must comply with the requirements of 39.12 RCW.

**Crushed Rock, Gravel, Sand, or other similar materials**

A material supplier delivering materials to a designated stockpile (i.e. crushed rock or other similar material) are not subject to prevailing wage as outlined in 39.12 RCW. A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project (WAC 296-127-018 subsection 4).

### **1-07.24 Rights of Way**

*(April 22, 2025 APWA GSP)*

Delete this section and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits unless arrangements for use of private property are made as described below.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours' notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

### **1-08 PROSECUTION AND PROGRESS**

Add the following new section:

#### **1-08.0 Preliminary Matters**

*(May 25, 2006 APWA GSP)*

Add the following new section:

**1-08.0(1) Preconstruction Conference**

*(November 5, 2024 COC GSP)*

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the City of Camas, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

**1-08.0(2) Hours of Work**

*(August 1, 2018 COC GSP)*

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the contract shall be any consecutive 8-hour period between 7:00 a.m. and 5:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

The Contractor shall not be allowed to perform any work on City recognized holidays, Saturdays, Sundays, or before 7:00 a.m. or after 6:00 p.m. on any weekday.

Any work to be performed on Saturdays shall be approved in advance by the Contracting Agency. If approved, work hours shall be limited to 8:00 a.m. to 5:00 p.m. only.

**1-08.5 Time for Completion**

Section 1-08.5 is supplemented with the following:

(\*\*\*\*\*)

This project shall be physically completed within by October 31<sup>st</sup>, 2026.

The Engineer will give the Contractor written notice of the physical completion date for all work the Contract requires. This date shall constitute the substantial completion date of the Contract but shall not imply the City's acceptance of the work or the contract.

(\*\*\*\*\*)

Section 1-08.5 is supplemented with the following:

This project shall be physically completed by October 21<sup>st</sup>, 2026 following the date of the Notice to Proceed, unless amended by change order.

The Engineer will give the Contractor written notice of the physical completion date for all work the Contract requires. This date shall constitute the substantial completion date of the Contract but shall not imply the City's acceptance of the work or the contract.

## DIVISION 2 TEMPORARY FEATURES

### 2-03 PUBLIC CONVENIENCE AND SAFETY

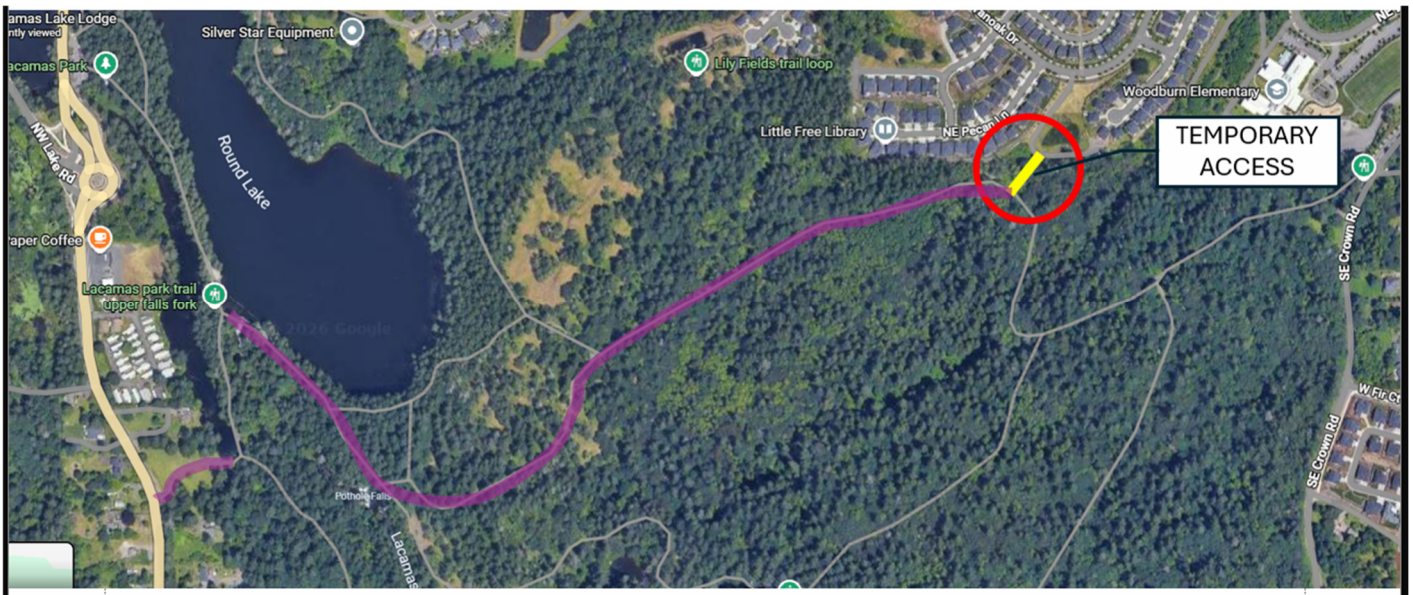
#### 2-03.1 DESCRIPTION

(\*\*\*\*\*)

Section 2-03.1 is supplemented with the following:

The Project site is located within Clark County's Lacomas Regional Park. Access to the lower dam is off of SR 500. For the Upper dam contractor will be required to utilize a temporary easement secured by the City of Camas and Clark County through Hills at Round Lake HOA property.

Traditional access point is not able to be used for this project as the County will be reconstructing the existing bridge in summer of 2026. Temporary access point is scheduled for construction in May of 2026.



**PART FIVE**  
**WASHINGTON STATE**  
**HOURLY PREVAILING WAGE RATES**

- **Journey level wage rates are included in this packet for your reference.** Journey and apprentice rates applicable to this project can be looked up at the Washington State Department of Labor and Industries web site at [www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/](http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/)
- Washington State LNI wage rates for Clark County effective date is DATE of BID OPENING as stated on the call for bids.
- A printed copy of the wages rates are available for viewing in the Public Works Department at Camas City Hall.
- The City of Camas will mail a hard copy of the applicable prevailing wage rates upon request.

State of Washington  
Department of Labor & Industries  
Prevailing Wage Section - Telephone 360-902-5335  
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

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Journey Level Prevailing Wage Rates for the Effective Date: DATE of BID OPENING as stated on the call for bids.

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**Benefit Code Key – Effective Dates**

**PART SIX**  
**TECHNICAL SPECIFICATIONS**

**SECTION 01 11 00 – SUMMARY OF WORK****PART 1 -- GENERAL****1.1 DESCRIPTION**

- A. The City of Camas, hereinafter the “OWNER”, is replacing the spillway gates, actuators, and outlet valve at the Lacamas Dams (comprised of the Upper and Lower Dam) in Camas, Washington.
- B. These Specifications and Drawings cover the requirements for work to be performed by the CONTRACTOR. The work specified shall be read together with, coordinated with and performed in accordance with the codes, standards and requirements specified elsewhere in these Specifications and Contract Documents.
- C. This project includes the following principal elements of work:
  - 1. Design, supply, and installation of four new 7-ft wide by 6.5-ft tall stainless steel slide gates at the Upper Dam spillway, including associated gate stems, manual actuators, and gate frames.
  - 2. Design, supply, and installation of a new manual actuator for operation of the existing low level outlet (LLO) gate at the Upper Dam to be compatible with the existing gate stem.
  - 3. Design, supply, and installation of a new 14-inch knife gate valve at the Lower Dam, including associated valve stem and actuator.
  - 4. Demolition and disposal of the four existing 7-ft wide by 6.5-ft tall timber spillway gates and sill beams, steel gate guides, gate stems, and manual actuator at the Upper Dam.
  - 5. Demolition and disposal of the existing LLO gate operator at the Upper Dam.
  - 6. Demolition and disposal of the existing 14-inch knife gate valve, valve stem, and actuator at the Lower Dam.
  - 7. Other miscellaneous items as specified in these documents.

**1.2 BACKGROUND**

- A. The City of Camas is the Owner and Operator of the Lacamas Dams comprised of an Upper and Lower Dam. The Upper Dam impounds Round Lake, located at the southeast corner of Lacamas Lake. The Lower Dam impounds the Mill Pond, which is connected to the west side of Round Lake. The project site is interconnected by hiking and biking trails, and the dams and appurtenant structures are fully accessible to the public. Both lakes support swimming, fishing, and other recreational activities.
- B. The Upper Dam is a semi-enclosed concrete slab and buttress type dam, approximately 28-ft tall with a 105-ft long crest. The dam is supported by 11 buttresses spaced at 8-feet. There is a 32-ft wide uncontrolled spillway section, with slots for flashboards that are no longer in use. The gated section of the dam is also 32-ft wide, and contains four vertical timber lift gates which are manually raised from the deck. The gates have limited range of travel as they remain fully below the deck at all times. An approximately 3-ft by 3-ft LLO sluice gate at the upstream face is used to dewater the lake when required for maintenance and inspections. There is a walkway of varying width at the crest of the dam, accessible to the public.
- C. The Lower Dam is a slab and buttress type, approximately 26-feet tall with a 100-ft long crest, which impounds the Mill Pond. There are 13 buttresses spaced at 8-ft, eight of which are laterally

braced on the downstream side with concrete struts. There is a 3-ft wide walkway at the crest of the dam, accessible to the public. There is a LLO pipe, with a knife gate valve with a manual valve operator at the walkway.

- D. The existing antiquated timber gates and actuator at the spillway are at the end of life. The knife gate valve and actuator are to be replaced to improve their reliability, as is the LLO gate operator.

### 1.3 LOCATION, ACCESS, AND SITE CONDITIONS

- A. The facilities are located at Lacamas Lake in Camas, Washington.
- B. Locations of relevant structures and areas are indicated on the Plans.
- C. Vehicular access to the Upper Dam is by use of a Clark County road, which will be accessed via a temporary construction easement located east of the project site. The OWNER will provide CONTRACTOR information and requirements regarding site access restrictions. CONTRACTOR shall also coordinate with Clark County for other information and requirements.

### 1.4 PROJECT SITE CONDITIONS AND SITE VISIT

- A. The CONTRACTOR shall thoroughly familiarize itself with details of the work and working conditions before starting the work. The OWNER will make arrangement for a site visit, if needed.
- B. Before performing each assigned work item, the CONTRACTOR shall verify all information in the field pertaining to the work, and submit a letter to the OWNER describing any conflicts or conditions that may affect the CONTRACTOR'S work. Claims for incorrect/incomplete information and/or differing site conditions will not be allowed unless this verification was performed and the letter documentation provided by the CONTRACTOR.

### 1.5 WORK RESTRICTIONS AND CONSTRAINTS

- A. The OWNER will begin lake drawdown in mid-September 2026, with dewatering expected to take a week to complete. The CONTRACTOR'S permitted construction duration will be one calendar month following completion of dewatering by the OWNER. The CONTRACTOR shall coordinate with the OWNER for mobilization and demobilization outside this work window.
- B. The OWNER will be responsible for operation of the Upper Dam LLO gate unless otherwise approved by the OWNER.
- C. Provide barriers to protect WORK, equipment, and material from theft and accidental or other damages, and make good any damages thus occurring at no cost to the OWNER.
- D. The walkways over the dams shall be closed off from public access for the duration of the WORK. The OWNER will erect notification signs on site regarding the closure dates. No other signs shall be allowed without OWNER permission, except those required by law.
- E. Acceptable laydown areas, available to the CONTRACTOR are limited to those specified on the plans. These laydown areas are City of Camas owned lands, but are accessible to the public. Preparation and security of laydown areas shall be the responsibility of the CONTRACTOR.

### 1.6 VERIFICATION OF EXISTING FACILITIES

- A. The Contractor shall verify structural dimensions, locations, elevations, and dimensions of existing facilities, and other relevant dimensions and data required to complete specified Work.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

END OF SECTION

## **SECTION 40 05 57 – ACTUATORS FOR PROCESS VALVES AND GATES**

### **PART 1 -- GENERAL**

#### **1.1 THE SUMMARY**

- A. Provide valve and gate actuators and appurtenances, complete and operable, as indicated in accordance with the Contract Documents.
- B. The provisions of this Section apply to valves and gates except where otherwise indicated in the Contract Documents.
- C. Unit Responsibility
  - 1. The valve or gate manufacturer shall be responsible for the coordination of design, assembly, testing, and installation of actuators on the valves and gates; however, the CONTRACTOR shall be responsible to the OWNER for compliance of the valves, gates, and actuators with the Contract Documents.
- D. Where 2 or more valve or gate actuators of the same type or size are required, the actuators shall be produced by the same manufacturer.

#### **1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS**

- A. Reference Specifications
  - 1. WSDOT Standard Specifications, 2025 edition

#### **1.3 CONTRACTOR SUBMITTALS**

- A. Furnish submittals in accordance with the requirements of the WSDOT Standard Specifications.
- B. Submit Shop Drawing information for actuators with the valve and gate submittals as a complete package.
- C. Submit calculations showing dynamic seating and unseating torques versus the output torque of the actuator.

### **PART 2 -- PRODUCTS**

#### **2.1 GENERAL**

- A. Unless otherwise indicated, provide valves and gates with manual or power actuators.
- B. Provide actuators complete and operable with mounting hardware, pedestal base crank operator, hand wheels, and extensions, as indicated.
- C. Provide actuators with torque ratings equal to or greater than required for valve or gates seating and dynamic torques, whichever is greater, and capable of holding the valve or gate in any intermediate position between fully-open and fully-closed without creeping or fluttering.
- D. Manufacturers

1. Where indicated, Valves and gates shall be provided with actuators manufactured by the valve or gate manufacturer.

E. Materials

1. Provide actuators of current models, of the best commercial quality materials, and liberally sized for the required torque.

F. Actuator Mounting and Position Indicators

1. Securely mount actuators by means of brackets or hardware specially designed and sized for this purpose and of ample strength.
2. Cast the word "OPEN" on each valve or actuator, with an arrow indicating the direction to open in the counter-clockwise direction.
3. Equip gear actuators with position indicators.
4. Where possible, locate manual actuators between 42 and 60 inches above the floor or the permanent working platform.

G. Provide fasteners and coating in accordance with the requirements the WSDOT Standard Specifications.

H. Rising Stem Cover for Slide Gates

1. Aluminum rising stem covers for slide gates shall be provided as indicated in Section 43 30 62 – Slide/Stop Gates.

## 2.2 MANUAL ACTUATORS

A. General

1. Unless otherwise indicated, provide valves and gates with manual actuators.
2. Provide valves and gates larger than 4-inch with gear-assisted manual actuators, with an operating pull of maximum 40 pounds on the rim of the hand wheel.

B. Actuator Locking Bracket

1. CONTRACTOR shall provide a heavy-duty steel box locking bracket for the actuator to prevent any unauthorized operation. Two 1/2" holes to fit a heavy-duty padlock shall be provided to lock the bracket.
2. Shop drawings of the locking bracket shall be provided to the OWNER for review and approval.

## PART 3 -- EXECUTION

### 3.1 SERVICES OF MANUFACTURER

A. Field Adjustments

1. The adjustment of actuator controls and limit switches in the field for the required function shall be performed by field representatives of the manufacturers of valves or gates with pneumatic, hydraulic, or electric actuators.

### 3.2 INSTALLATION

- A. Install valve and gate actuators and accessories in accordance with the manufacturer's published recommendations and the applicable provision of the WSDOT Standard Specifications.
- B. Locate the actuators to be readily accessible for operation and maintenance without obstructing walkways.
- C. Do not mount actuators where shock or vibrations will impair their operation, and do not attach the support systems to handrails, process piping, or mechanical equipment.

END OF SECTION

**SECTION 40 05 61 – KNIFE GATE VALVES**

**PART 1 -- GENERAL**

1.1 SUMMARY

- A. The Contractor shall provide knife gate valves and appurtenances, complete and operable, in accordance with the Contract Documents.
- B. The requirements of Section 40 05 57 – Actuators for Process Valves and Gates apply to this Section.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Reference Specifications
  - 1. WSDOT Standard Specifications, 2025 edition
  - 2. 40 05 57 – Actuators for Process Valves and Gates.

B. Reference Standards

<b>American Water Works Association (AWWA)</b>	
AWWA C520	Knife Gate Valves, Sizes 2 in. through 96 in.

1.3 CONTRACTOR SUBMITTALS

- A. Furnish submittals in accordance with the WSDOT Standard Specifications.
- B. Shop Drawings
  - 1. Submit the following:
    - a. Shop drawings of valve, pedestal base plate, support and removable crank actuator.

**PART 2 -- PRODUCTS**

2.1 GENERAL

- A. The valve actuators shall be as indicated in the drawing sheet M-003, with counter-clockwise opening stems, in accordance with Section 40 05 57 – Actuators for Process Valves and Gates.

2.2 KNIFE-GATE VALVES

- A. Construction: Knife-gate valves shall be of the flanged or wafer design, with raised face and resilient seats for positive seating. Wetted parts shall be constructed of Type 316 stainless steel, and the gates shall be finish-ground on both sides to prevent packing or seat damage.
- B. Valves 2- to 12-inches in size shall be furnished with cast stainless steel bodies; valves 14-inches and larger shall have semi-steel bodies with stainless steel linings.
- C. The valve stem shall be of stainless steel with a long-life packing. The valves shall be rated for tight shut-off at the following pressures:

1. Valve sizes 4- to 12-inches                    150 psi (bi-directional)
  2. Valve sizes larger than 12-inches        50 psi
- D. Actuators: Knife-gates shall have outside-screw and yoke-rising stems with manual handwheel actuators, unless otherwise indicated, in accordance with Section 40 05 57 – Actuators for Process Valves and Gates.
- E. Manufacturers, or Equal
1. DeZURIK Water Controls Corporation
  2. Fabri-Valves

### **PART 3 -- EXECUTION**

#### **3.1 GENERAL**

- A. Knife gate valves shall be installed in accordance with the manufacturer's published recommendations and the applicable provision of the WSDOT Standard Specifications.

#### **3.2 INSTALLATION**

- A. Install in location as indicated on the Drawing
1. Verify dimensions as indicated on the Drawings and actual field conditions.
  2. Review information indicated on the Drawings, including structural and mechanical. Coordinate Work with the submittal shop drawings, adjust as necessary that arise due to such changes.
- B. Installation
1. Install gates after the required submittal on installation has been accepted.
  2. Install gates, actuating units, stem extensions, and accessories in accordance with the manufacturer's written instructions and as indicated.
- C. Equipment tie-downs:
1. Anchor gates, actuators, and appurtenances by method that comply with applicable static and dynamic design criteria.
- D. Access
1. Install gates in a manner to provide easy access for actuation, removal, and maintenance, and to avoid interference between gate actuators and structural members, handrails, and other equipment.
- E. Field Tests
1. Field-test each gate after installation, simulating open/close operational scenarios as specified and witnessed by the ENGINEER or OWNER representative.

2. All gates shall be cleaned thoroughly of all foreign materials and final adjustments made. The gate shall then be operated through three complete cycle from a fully closed position to a fully open position and back to a fully closed position to verify that the assembly is functional.
3. After each gate system has satisfied the requirements, certify in writing that it has been satisfactorily tested and that final adjustments have been performed.
4. Certification shall include the date of the field tests, a listing of persons present during the tests, and the test data.

END OF SECTION

## SECTION 43 30 62 - SLIDE/STOP GATES

### PART 1 -- GENERAL

#### 1.1 THE SUMMARY

- A. The CONTRACTOR shall provide slide/stop gates, complete and operable, in accordance with the Contract Documents.
- B. Reference Specifications
  - 1. WSDOT Standard Specifications, 2025 Edition

#### 1.2 CONTRACTOR SUBMITTALS

- A. Shop Drawings
  - 1. Submit the following:
    - a. drawings of gates, frames, slides, and actuators
    - b. design load calculations for deflection at the maximum expected head
    - c. calculations for the lifting force generated by 40 pounds effort on the handwheel or crank in order to operate the gate.

#### 1.3 QUALITY ASSURANCE

- A. The leakage allowance for slide gates under the design seating and unseating heads shall conform with the AWWA C561 Standards.
- B. Factory Testing
  - 1. Gates shall be factory-assembled and functionality-tested prior to delivery to the Site.
  - 2. Test certificates shall be submitted.

### PART 2 -- PRODUCTS

#### 2.1 GENERAL

- A. Gates shall comply with the following Standards:
  - 1. AWWA C513 (unless indicated otherwise) Open-Channel, Fabricated-Metal Slide Gates and Open-Channel, Fabricated-Metal Weir Gates
  - 2. AWWA C561 Stainless Steel Slide Gates
- B. Gates shall be new and of current manufacture, adequately braced in order to prevent warpage and bending under the intended use.
- C. Gate actuators shall be sized, selected, and furnished by the gate manufacturer.
- D. Gate actuators throughout the project shall be products of a single manufacturer.

E. Mounting Requirements

1. Where a gate is mounted in an opening between 2 sections of handrail, additional horizontal members shall be added to the gate frame to match the handrail, guardrail, and kickplate spacing of the adjacent railing.
2. Horizontal members shall be arranged such that the railing will not interfere with operation of the actuator.

2.2 STAINLESS STEEL SLIDE GATES

A. Construction

1. Unless otherwise indicated, materials of construction shall be in accordance with AWWA C561 suitable for the service.
2. Materials used in the fabrication of the slide gates shall conform to the requirements of the standards designated for each material as indicated below:

Description	Material Standards
Slide	ASTM A 276, Type 316, or Type 316 L
Frame	ASTM A 276, Type 316, or Type 316 L
Stem and coupling	ASTM A 276, Type 316
Hardware	ASTM A 276, Type 316
Stem Cover	Aluminum pipe with slots and indicator
Guides and seats, stem guide bushings	ASTM D4020, UHMW Polyethylene, bolted to the guide or slide and be field replaceable without the need to remove the gate from the wall
Seals	Self-adjusting UHMWPE seal system, bolted to the guide or slide and be field replaceable without the need to remove the gate from the wall.

B. Lifting Devices

1. Provide lifting devices complete with stem, lifting nut, intermediate supports with steady bushings, stem cover, indicator, and gear reducer, hand wheel, crank, electric or hydraulic cylinder, as indicated in drawing sheets M-001 and M-002.
2. The lifting devices shall be weatherproof.
3. Pedestal Mounting
  - a. The lifting devices shall be mounted on pedestals constructed of cast iron or fabricated steel.
  - b. The pedestals shall have an ample base or bracket area to evenly distribute the load to the supporting concrete structure.

- c. The slide gate pedestal shall be suitable for a manual actuator and a future electrical actuator.
4. The centerline of the manual actuator shall be approximately 3 feet above the base for pedestal-mounted actuators, and approximately 4 feet above the floor for frame-mounted actuators.
5. Slide gate hoist heads shall be constructed of cast iron.
6. The operating nut shall be constructed of solid bronze, in accordance with ASTM B 584.
7. Operating thrust shall be taken on roller or ball bearings.
8. Parts shall be provided with an alternative lubrication system.
9. Handwheel Crank
  - a. The unit shall be designed for a 40–pound maximum effort on the crank in order to operate the gate.
  - b. Clockwise movement of the handwheel crank shall close the gate.
  - c. The handwheel crank shall be easily removable in order to facilitate the use of a portable power operator.
  - d. The handwheel crank shall only be kept on the gate actuator when operating the slide gate. When not in use, the crank shall be detached from the actuator.
10. Stem Cover
  - a. Aluminum stem cover shall be bolted to the top of the gate actuator to protect the slide gate stem. The connection of the cover to the actuator shall have a minimum of four bolts.

C. Manufacturers, or Equal

1. **Whipps, Inc.**
2. **Hydro Gate Corp.**
3. **Waterman Gate Company**

**PART 3 -- EXECUTION**

3.1 GENERAL SERVICES OF MANUFACTURER

A. Inspection, Startup, and Field Adjustment

1. Furnish an authorized representative of the manufacturer who shall visit the Site.
2. Inspection, checking, and adjusting the equipment, for not less than two days.
3. Startup and field-testing for proper operation, for not less than one day.

B. Instruction of OWNER's Personnel

1. The authorized service representative shall visit the Site for not less than one day in order to instruct the OWNER'S personnel in the operation and maintenance of the equipment, including step-by-step troubleshooting procedures with necessary test equipment.

3.2 INSTALLATION

A. Install in location as indicated on the Drawing

1. Verify dimensions as indicated on the Drawings and actual field conditions.
2. Review information indicated on the Drawings, including structural and mechanical. Coordinate Work with the submittal shop drawings, adjust as necessary that arise due to such changes.

B. Installation

1. Install gates after the required submittal on installation has been accepted.
2. Install gates, actuating units, stem extensions, and accessories in accordance with the manufacturer's written instructions and as indicated.
3. Adequately brace gates in order to prevent warpage and bending under the intended use.

C. Equipment tie-downs:

1. Anchor gates, actuators, and appurtenances by method that comply with applicable static and dynamic design criteria.

D. Access

1. Install gates in a manner to provide easy access for actuation, removal, and maintenance, and to avoid interference between gate actuators and structural members, handrails, and other equipment.

E. Field Tests

1. Field-test each gate after installation, simulating open/close operational scenarios as specified and witnessed by the ENGINEER or OWNER representative.
2. All gates shall be cleaned thoroughly of all foreign materials and final adjustments made. The gate shall then be operated through three complete cycle from a fully closed position to a fully open position and back to a fully closed position to verify that the assembly is functional.
3. After each gate system has satisfied the requirements, certify in writing that it has been satisfactorily tested and that final adjustments have been performed.
4. Certification shall include the date of the field tests, a listing of persons present during the tests, and the test data.

END OF SECTION

**PART SEVEN**  
**REDUCED SIZE CONSTRUCTION PLANS**